

Framework Contract Bioethanol (“Contract”)

No. XXXX

concluded on 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 in Łódź, XXth Commercial Division–National Court Register under KRS no. 0000028860, NIP no. PL774-00-01-454, with fully paid-up share capital: PLN 1 451 177 561.25, Registration number BDO: 000007103, represented by:

.....

.....

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

and

xxxxxxxx

.....

.....

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

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 bioethanol – dehydrated ethyl alcohol of agricultural origin, undenatured (except ethyl alcohol destined for collection in the Czech Republic and Lithuania locations - may be denatured), made of biomass, meeting the sustainability criteria specified in Articles 28ba - 28bcb and 28bcc(1) (for applicable feedstock) 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

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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"), Kod CN: 2207 1000.

Product cannot be manufactured from biomass in the form of ethyl alcohol containing more than 96% by volume of alcohol.

Double counted Product – **Product** acknowledged with **PoS** document, 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 part A of Annex no. 1 reflecting the appropriate provisions stipulated in Part A of Annex IX of Directive 2018/2001/EC. The supplier is obliged to confirm in **PoS** document that **Product** meets the conditions necessary for double counting for the implementation towards the Polish biomandate by the annotation "biocomponent double-counted towards the Polish biomandate – the raw material compliant with Annex IX, Part A, item no. of Directive 2018/2001/EC" in the field "additional information". In case of the product manufactured in Poland on the basis of feedstock falling into point 4 of the aforementioned Annex no. 1 part A category, the supplier is obliged to obtain dedicated interpretation from National Centre for Agricultural Support (KOWR). Each and every new interpretation on the new, not approved previously for the deliveries to the **Buyer** waste code or the new, not approved previously for the deliveries to the **Buyer**, the supplier of the feedstock, utilized for the manufacturing of double counted products, should be passed on to the **Buyer** by means of electronic mail (address: e-PoS@orlen.pl) before stipulating a new waste code and/ or a new supplier of feedstock on the **PoS** document. In case the interpretation is not provided within the required deadline, **PoS** document will not be recognized by the **Buyer** for the purpose of double counting qualification of the goods. Double - counted Product towards the implementation of the National Indicative Target do not include biocomponents manufactured from natural food raw materials that, 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 impossible to use for consumption or have ceased to meet the requirements for allowing these raw materials for consumption (Article 23, paragraph 2a of the abv. Act in the wording applicable as of 1 January 2026). Kod CN: 2207 1000.

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 of 1 (one) calendar month in which deliveries of the **Product** shall take place.

Commercial agreement – means a document signed by the **Parties**, which the template 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 each monthly schedule with a number attributed by the SAP system of **Buyer**.

eAD – an electronic administrative documents on which basis excise products are moved via the **EMCS** system.

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EMCS – the Excise Movement and Control System used for 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.

Receipt report – a report submitted via the **EMCS System** proving that the movement of excise goods under the excise duty suspension arrangement has been completed.

PoS – Proof of Sustainability, the document confirming that the presented volume meets the sustainability criteria specified in Article 29(2-7) (for applicable feedstock) and meets the greenhouse gas (GHG) emission reduction criterion specified in Article 29 (10) of Directive 2018/2001/EC as amended, including amendments resulting from Directive (EU) 2023/2413 of the European Parliament and of the Council of October 18, 2023 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 – the Electronic registration system of Proofs of Sustainability documents by ORLEN S.A., which allows the registration of Proofs of Sustainability by suppliers for the goods delivered to ORLEN S.A. The system ensures compliance of data with sustainability criteria of ORLEN S.A. accounting systems.

Application e-PoS – the application administered by ORLEN and made available for the suppliers with a view to registering **PoS** documents for the goods delivered to ORLEN under the address <https://epos.orken.pl> (e-pos@orken.pl). The **Buyer** makes available the **e-PoS** system’s manual as per indicated by the **Seller** e-mail address and will thrash the application’s terms of use out in due course.

Nabisy database – the 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: <https://nabisy.ble.de>.

Approved Certification Scheme – the 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, 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 and Term 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**.

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3. The **Seller** undertakes to send the **Commercial agreement** signed by persons authorised by the **Seller** to the **Buyer** within seven (7) calendar days from its receipt in a paper form (the sending date shall be the date of dispatch to the **Buyer**). A scan of the **Commercial agreement** signed by persons authorised by the **Seller** shall be conveyed by electronic means within one (1) business day from the receipt of a scan of the **Commercial agreement** signed by representatives of the **Buyer**.
4. In the **Commercial agreement** referred to in section 1 of this paragraph, the **Buyer** shall contain the following data: pricing formula, quantity of the **Product**, planned places of delivery, dates and the manner (road tank/ rail tank) of delivery, as well as supply base in accordance with INCOTERMS 2020.

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 20°C (L20) per 100% of bioethanol (in accordance with the tables provided in the Regulation of the Minister of Economy of 25 May 2006 on numerical benchmark data for mixtures of ethyl alcohol and water (Journal of Laws of 2006, No. 106, item 716)).
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:

- 1.1.1 the applicable Commercial Agreement,
- 1.1.2 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 sections 6.1 and 6.2 of this paragraph.
- 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. 5.

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- 3.2. In the **Commercial agreement** referred to in section 1 of this paragraph, the **Buyer** shall contain the following data: pricing formula, quantity of the **Product**, planned places of delivery, dates and the manner (road tank/ rail tank/ vessel) of delivery, as well as supply base in accordance with INCOTERMS 2020.
- 3.3. Changing the address, name of the warehouse's owner or tax warehouse number does not require the signing of an annex to the **Contract** and can be confirmed by e-mail.
- 3.4. The driver is obliged to observe safety regulations applicable on the premises of Fuel Terminals/ Fuel Bases – Appendix no. 6 a) and b) to the **Contract** The **Buyer** will indicate the place of delivery in **Purchase order**.
- 3.5. The **Seller** declares that exclusively below listed excise tax warehouse numbers/ number will be used for the purpose of **Product** supplies to ORLEN. Each excise tax warehouse number should correspond with production site declared for the purpose of contract execution. Any change in this respect can only be done upon **Buyer's** written confirmation.

Excise tax warehouse number of the **Seller**: xxx.

4. Certification

- 4.1. As far as every delivery of the **Product** is concerned, the **Seller** declares that the **Seller** will have a valid sustainability certificate for a certification scheme recognized by the European Commission („EC”) at the time of dispatch of the **Product** to the **Buyer**, and if the date of expiry of the sustainability certificate will be approaching, the **Seller** undertakes to present a new sustainability certificate no later than before the expiry of the valid sustainability certificate. In the case of deliveries of **Product** manufactured in Poland the **Buyer** will recognize only those sustainability certificates, whose administrators are registered in The National Centre for Agricultural Support (in Polish: Krajowy Ośrodek Wsparcia Rolnictwa – KOWR). Moreover, the **Seller** is obliged to promptly send a copy of the sustainability certificate to the **Buyer** each time any changes are introduced to the sustainability 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 sustainability certificate or the voluntary scheme of certification is not registered as administrator in The National Centre for Agricultural Support (KOWR) registry or issuing a certificate under a certification scheme that is not recognized by EC, 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 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

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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/loadings of the **Product** shall be performed under the relevant Commercial Agreement and the monthly delivery schedule provided by the Seller no later than the 26th day of the month preceding the delivery month.

The monthly schedule shall be treated as follows:

- **Days 1–10 of the delivery month** – the schedule is deemed firm and confirmed by the Buyer.

- **Days 11–end of the delivery month** – the schedule is indicative and subject to update by the Buyer upon agreement with the Seller.

The Buyer shall provide the Seller with the agreed delivery schedule:

- by the **5th day** of the month for deliveries scheduled between the **10th and 20th day** of that month; and

- by the **15th day** of the month for deliveries scheduled between the **21st day and the last day** of that month.

For **FCA deliveries**, during the last ten (10) days of the month preceding the delivery month, the Seller shall provide the Buyer with proposed loading windows, including the dates and times for:

- delivery of empty wagons; and
- collection of loaded wagons.

6.1.2. The **Seller** shall ensure that the **Buyer** receives the **Product** in accordance with the schedule referred to in section 1 of this paragraph. The monthly forecast mentioned in section 1 of this paragraph shall include estimated quantity of the **Product** (type) in an unit of measurement, as well as the place, date and the manner (road tank/ rail tank) of delivery.

6.1.3. The **Seller** guarantees to deliver the quantity of the **Product** specified in the schedule to the place of delivery. 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.

6.1.4. A change of the delivery date and destination place specified in the schedule, referred to in section 6.1 of this paragraph, 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 by the **Parties** in a relevant **Commercial Agreement**, the applicable Incoterms basis is CIF (INCOTERMS 2020) one safe port / one safe berth Gdynia or Gdańsk and/or FOB ARA (INCOTERMS 2020), as a **Buyer's** option. Information

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about the chosen option shall be sent by email to the **Seller** by the end of M-2 where M is the nominated month of loading.

6.2.2. CIF – Schedule

- 6.2.2.1. 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. FOB – Schedule

- 6.2.3.1. 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.

- 6.2.3.2. 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 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 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. 5 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

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- 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 according to Appendix No. 5 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 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 (6.1) 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. 5 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 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 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 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 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:
 - 10.1. 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).
 - 10.2. Liability for loss or damage to the rail tank.

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10.3. Liability for damages caused by the rail tank or by its load.

11. 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 as in situations described in section 11 points 11.1, 11.2 and 11.3 of this paragraph, provided that the events were caused by reasons attributable to the **Seller** (including their carrier).
12. The **Product** shall not be considered delivered if all the required accompanying documents, i.e. for DDP/ terms of delivery: certificates of quality analyses of a given **Product batch**, data sheet in Polish, **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, completed consignment note for DDP deliveries: also 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**.

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 case of the **Seller's** failure to meet the requirement, the **Buyer** may refuse to receive the **Product**.

The certificate of analyses 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, date of the test, test report for properties described in Appendix no. 1 to the **Contract**, date of approval of the certificate of analysis, qualified on the basis, approved (name and surname).

As far as received scans of documents (certificate of analyses, loading/ weight report) are concerned, the **Seller** – at the **Buyer's** request – shall certify their compliance with the original.

13. If deliveries are performed by rail, the **Seller** must absolutely include a numerical list of each rail tank in the 16b – “Registration number”, **e-AD**, as well as **Purchase order** number in the field 16d in the format „#32XXXXXXX” and in the field 17f - quantities of Goods with accuracy of 1 L20 100% and 1 kg of weight in air (applies to quantities shown in individual tank cars as well as aggregate) and to give quantities for individual tank cars in the following units of measure: L20 100%, L20, kg of weight in air.

If the deliveries are performed by trucks the **Seller**, must absolutely include the following data in the **e-AD**:

- 16b - tractor number/ trailer no. respectively - always the first tractor number;
- 16d – **Purchase order** number in the format #32XXXXXXX, 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
- 17p - quantities of Goods with accuracy of 1 L20 100% and 1 kg of weight in air (applies to quantities shown in individual tank cars as well as aggregate) and to give quantities for individual tank cars in the following units of measure: L20 100%, L20, kg of weight in air.

14. The delivery date for DDP deliveries shall be the date of receipt (date, hour) of the **Product** by the **Buyer** at the place of delivery indicated in the schedule (in case of rail deliveries, it is the date of receipt stipulated on the consignment note) confirmed by receipt report (or a document substituting the report of receipt), together with all the documents required by the **Buyer**, in accordance with section 12 of this paragraph.
15. For the 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

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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, Gross Weight tanker, Gross Weight Supplies. The 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.

16. 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 **Commercial agreement**, in conformity with sections 6.1 and 6.2 of 4 paragraph, 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**.
17. In the case of DDP deliveries, the **Buyer** reserves the right to change the delivery locations indicated in the Appendix no. 5 during the period of validity of this Agreement. If a place of delivery other than those listed in Appendix no. 5 is indicated, the **Parties** shall agree on the costs of delivery to the new place of delivery as part of the Annex to the **Trade Agreement**.
18. In case of 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 tanks. On the day of receipt of the shipment from the carrier, the **Buyer** shall convey feedback information about the date and time of collection of an empty shipment from the delivery and receipt point. The **Seller** undertakes to collect an empty train on the indicated date.
19. In case of 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 no. 8 to this **Contract**.
20. In case of DDP deliveries the **Seller** is obliged to attach completed consignment notes for the return of empty rail tanks
21. 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 in Appendix no.1 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 Appendix no. 9 and no. 10 to this **Contract**.

5.2 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 shall deliver empty railway tank wagons for the loading of the Goods to the handover points in accordance with the information set out in paragraph 4, point 3, sub-point 3.5 'Seller's tax registration number'

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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.5 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 quality analyses of a given **Product batch**, data sheet in Polish, **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, completed consignment note, completed Excel file in accordance Appendix No. 15.

Before the first planned loading 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 case of the **Seller's** failure to meet the requirement, the **Buyer** may refuse to receive the **Product**.

The certificate of analyses 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, date of the test, test report for properties described in Appendix no. 1 to the **Contract**, date of approval of the certificate of analysis, qualified on the basis, approved (name and surname).

8. If deliveries are performed by rail, the **Seller** must absolutely include a numerical list of each rail tank in the 16b – "Registration number", **e-AD**, as well as **Purchase order** number in the field 16d in the format „#32XXXXXXX" and in the field 17f - quantities of Goods with accuracy of 1 L20 100% and 1 kg of weight in air (applies to quantities shown in individual tank cars as well as aggregate) and to give quantities for individual tank cars in the following units of measure: L20 100%, L20, kg of weight in air.

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;

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- 16d – **Purchase order** number in the format #32XXXXXXX, 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
 - 17p - quantities of Goods with accuracy of 1 L20 100% and 1 kg of weight in air (applies to quantities shown in individual tank cars as well as aggregate) and to give quantities for individual tank cars in the following units of measure: L20 100%, L20, kg of weight in air.
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 8 of this paragraph.
10. The place of delivery of the empty rail tanks for loading (for FCA deliveries) will be the following locations: xxx

5.3 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 of vessel for. 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.

- 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 as per charter party of the performing vessel. 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.

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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. 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:

2.1. 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

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- 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.

2.2. 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**.

2.3. Laytime Time allowed for the loading as per charter party of the performing vessel. 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.

2.4. Demurrage:

2.4.1. 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).

2.4.2. **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.

2.4.3. 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 7-day payment term.

2.5. 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”).

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- 2.6. 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**.
- 2.7. 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.
- 2.8. 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 2.2 of this paragraph.
3. Determination of quantity and quality for CIF/FOB:
- 3.1 Quantity (in liters in temperature 20°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 load port 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.
4. The Inspector shall retain and properly secure archive samples identical to the sample on the basis of which the Certificate of Quality was issued and ship composite sample taken after loading. 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.
5. Inspection costs at load port to be split equally between **Seller** and **Buyer**.
6. 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 are outside the contractual specification, the **Buyer** shall have the right to request testing of the retained archive sample held by the Inspector at the port of loading (shoretank sample for FOB or ship composite sample for CIF) 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**.
7. 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.

Guarantee of Quality § 6.

1. The **Seller** guarantees, by accompanying each **Product batch** with results of analysis of the delivered **Product batch** in the form of a quality certificate presenting the scope of analyses, as in Appendix no. 1 to the **Contract**, and with a determination of density in 15°C and 20°C according to PN-EN ISO 12185, that the **Product** will meet all quality and legal requirements specified in Appendix no. 1 to the **Contract** applicable on the day of a given delivery.

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2. In addition to ensuring of qualitative and legal requirements fulfilment, in conformity with section 1 of this paragraph, the **Seller** is obliged to indicate the content of bioethanol in percentage by mass m/m [%(*m/m*)], according to the PN-EN 15721 standard, in the quality certificate of each **Product batch**.
3. **The Seller** guarantees that:
 - 3.1. The delivered **Product** has not previously been included in the National Indicative Target/ 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 case of amendment of regulations specifying quality requirements concerning bio-components and/ or biofuels, other than those provided for in § 14(3) of the **Contract**, the **Seller** shall be obliged to provide **Product** consistent with the new regulations, starting from the moment of the amendment's entrance into force.
 - 3.2. The **Product** which is delivered to **Buyer** by **Seller**, shall maintain its properties determined in Appendix no. 1 to the **Contract** and 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 for 30 days 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 (4.4) and then can be researched within 30 (thirty) days by the accredited conformity assessment body. For DDP/CIF deliveries In the case of 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 archieve sample will be binding on the both Parties even if the Goods are unloaded or released. As the archival sample is regarded one of two or more samples taken in accordance with the principles described in this paragraph and stored by an accredited laboratory in accordance with § 6 (4.4).
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).
 - 3.3. Results of obtained tests the archival sample, which is determined in section 3.2, conducted by accredited laboratory shall be binding for both **Parties**. In the case of FCA deliveries, the basis for settling the complaint are arbitrary analyzes of the **Seller's** archival samples. In the case of sampling in accordance with point 3.2 (from the tank at the **Seller's**) the basis for resolving the dispute are the results of the tests of the collected sample.
4. **The Buyer** reserves the right to:
 - 4.1. Order at any time sampling from the tank or from rail tanks/ road tanks, immediately after loading of the **Product** at the **Seller's** place, as well as to have a quality control of any scope performed in an accredited conformity assessment body. In the event of a finding of non-confority results of obtained tests shall be binding for both **Parties** and the cost of performed tests shall be incurred in equal parts by the **Seller** and the **Buyer**;
 - 4.2. For DDP deliveries: have samples of the **Product** taken from each rail tank/ road tank directly after they are delivered by a laboratory accredited to take samples, including archive

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samples, and to have tests conducted in a laboratory using accredited test methods listed in Appendix no. 1 to the **Contract**, in order to determine the quality of the **Product**. The quality of the **Product** delivered under this **Contract** must fulfil the requirements specified in Bioethanol Quality Requirements and Test Methods – Specification for ORLEN S.A., constituting Appendix no. 1 to the **Contract**;

- 4.3. Require the **Seller**'s archival samples from tanks and rail tanks/ road tanks to be tested, in particular in case of a dispute;
- 4.4. Storage of archival samples taken in accordance with section 3.2 at room temperature.
- 4.5. Return all or part of disputed delivery of **Product** based on the result of a 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**.
5. In case of results of the tests identified in section 3.2 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.
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 and the delivery shall be considered as unexecuted. 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 exempted from the costs of contractual penalties under § 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.
8. The **Seller** guarantees that the **Buyer** will be provided with deliveries of the **Product** from own and current production, meeting the requirements specified in Appendix no. 1 to the **Contract** and provisions applicable in the territory of Poland and/ or another country in case of deliveries for ORLEN Group companies.
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. 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 employ an external consultancy company while conducting the audit. The **Buyer** may also conduct an audit of feedstock suppliers to the **Seller**. In such a case rules stipulated above apply.
11. 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.

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Dates, terms of payment and PoS.

§ 7.

1. The **Buyer** shall make the payment by the bank transfer within the period specified in the **Commercial agreement** (Appendix no. 2 to the **Contract**). An invoice for the executed **Product** deliveries shall be issued within the time limit and under conditions specified in the **Commercial agreement** stemming from applicable provisions of the law. In case of goods the above mentioned total net value shall not be increased by the amount of the appropriate VAT or other local taxes.
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. The basis for an invoice and the **PoS** document will be the density of 100% ethyl alcohol in m³ in 20°C (L20), pursuant to § 4(12) of the **Contract**. In the invoice documenting the sale, the **Seller** shall indicate the price per m³ of the delivered **Product**.
5. 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**.
6. 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.
7. 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.
8. Payment date shall be understood as the date on which the bank account of the **Buyer** is debited.
9. 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.
10. 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.

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11. If the **Seller** changes their bank account, the **Seller** shall inform the **Buyer** about that fact in writing.
12. 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.
13. The **Parties** declare that they are active VAT payers and that they are not in default of payments to the Social Insurance Company and to the Tax Office. Furthermore, the **Parties** confirm that their company is not bankrupt.
The **Buyer** declares to hold NIP no. PL774-00-01-454.
The **Seller** declares to hold VAT no. xxx for purposes of local transaction taxed in Poland.
For purposes of intra-Community transactions, 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
14. 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.
ul. Chemików 7
09-411 Płock

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

It is additionally suggested to print invoices in the form of a one-sided document on an unvaried paper, preferably white.

In 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.

15. 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.
16. If the **Parties** agree for the performance of outstanding deliveries provided for in this **Contract**, those deliveries may be settled only on the basis of records from the month in which they actually are executed. The outstanding deliveries will be received in the first month following the month for which the **Purchase order** has been placed.

Prohibition of assignment of Receivables will apply if the Seller has the status of a large entrepreneur.

17. 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 18-20 below. Paragraph 21-22 below shall be applied accordingly in the case of a local transaction taxed in Poland.

If the delivery of goods is treated as a an intra-community supply, the total net value shall not be increased by the amount of the appropriate VAT.

18. For transactions which are subject to VAT in Poland, documented by invoices with the amount of VAT contractual payment shall be made in the split payment mechanism referred to in the VAT

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Act of 11 March 2004 (consolidated text Journal of Laws of 2025, item 775 as amended) only to the bank account (indicated by the Supplier/Contractor) listed in a VAT taxpayer register kept by an appropriate authority (so-called: White List). It applies both PLN and foreign currency bank accounts.

19. If the payment cannot be made in the manner indicated in clause 17 above due to:
- the lack of the bank account number (indicated by the Supplier/Contractor) on the White List or
 - the Supplier/Contractor'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 Supplier/Contractor 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 Supplier/ Contractor) of respectively: remuneration (in the case referred to in point (i) above) or the part of remuneration corresponding to VAT (in the case referred to in point (ii) above).
20. 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 Supplier/ Contractor 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 (i) above) or the day following the day of indication by the Supplier/ Contractor to ORLEN S.A. the bank account number in PLN listed on the White List (in the case referred to in clause 19 point (ii) above).
21. **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 20 above made by ORLEN S.A. to the Supplier/ Contractor.
22. 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 23 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.
23. 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 then it is disputed by the tax authorities. The Parties agree that the obligation described in this paragraph applies regardless of the termination, expiry or repeal or nullification of the legal effects of the Agreement.
24. 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.

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25. 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.
26. In order to confirm that the delivered **Product** meets Sustainability Criteria, the **Seller** is obliged to provide the **Buyer** with a **PoS** document in an electronic form by means of appropriately registering the said document in the **e-PoS System** and by linking it with the appropriate **Purchase order** number and place of delivery. The **Seller** is obliged to register the **PoS** documents under its own sustainability 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 sustainability certificate (ex. agent sustainability certificate number, factory unit sustainability certificate number providing it is separate). The **PoS** registered under the invalid sustainability certificate number, will be cancelled and its registration will not meet the expectations of this **Contract** with all the consequences, determined in this section. The **PoS** documents referring to specific **Product batch** shall be provided to the **Buyer** till 10th day of the month following after month of delivery of the **Product** at the latest, and the quantities indicated in the **PoS** documents shall cover the quantities delivered (presented on the delivery documents – receipt report and invoice). In case of not providing the **PoS** registration 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. The **Buyer** agrees for a possibility to register one **PoS** document for several **Product batches** delivered within the framework of one **Purchase order** and to the same place, provided that requirements of the **Approved Certification Scheme** specified on the sustainability certificate are met.
27. The **Seller** obliges itself that upon **Buyer's** request will issue a **PoS** ticket by means of **e-PoS system** and **Nabisy database** simultaneously. Both **PoS** tickets (registered in **e-PoS system** as well as **Nabisy database**) should specify the same data including document number coming from **Nabisy database**.

**Responsibility for non-performance
or inappropriate performance of the Contract.
§ 8.**

1. If the **Seller** fails to deliver / load on the **Buyer's** substituted means of transport on time time which shall be understood as:
- For FOB deliveries - failure to load the vessel within the agreed 3-day loading window.
 - For CIF deliveries – failure to deliver the product by vessel within 3-day discharge window.
 - For FCA deliveries – failure to load railtankcars within the loading slot specified in the schedule.
 - For DDP deliveries – failure to deliver the product by railtankcars within the discharge slots specified in the delivery schedule.
 - 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

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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 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 seven (7) days from the day of issuing of the debit note by the **Buyer**, unless otherwise agreed by the **Parties**.
3. In case of non-performance of 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 of 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 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 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.
6. 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 a failure to provide the sustainability documentation – **PoS** documents referred to § 7(4) of the **Contract**.
7. In case of delivery of **Product** which does not meet the quality requirements specified in Appendix no. 1 to the **Contract**, the **Seller** shall pay the **Buyer** a contractual penalty amounting to 15% of the net value of the delivery in question.
8. If 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 Appendix no. 1 to 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 section 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:

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- 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 9 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.
9. In 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 on 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 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 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 general conditions.
12. In 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 automatically 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) “**Complaints**” indicator – number of m³ of volume subject to complaints divided by the total number of m³ of volume delivered in a given month.
- c) “**PRODUCT QUALITY**” – quantity of deliveries (m³) made in accordance with the quality requirements specified in Annex No. 1 to the Agreement in relation to the total volume delivered in a given month The **Parties** unanimously agreed on a monthly quality assessment system based on the KPI indicators. The system depends on the results of particular indicators expresses in % according to the following model (DDP deliveries):

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KPI	Value in %
a) Timely deliveries	> 97%
b) Complaints	< 0.2%
c) PRODUCT QUALITY	> 97%

14. The **Seller** shall be informed about KPI indicators. 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**.

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: a 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.

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

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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 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 **Buyer**.
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 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 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

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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 (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. 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.
12. 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**, 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. 11 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) ORLEN S.A. informs the other party of the agreement / Both Parties inform each other about the intention of publishing the information regarding the **Contract** 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 **Contract** 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 **Contract**.

Accordingly, in applying the provisions of the above Regulation:

Both parties of the agreement are 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”).

- 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 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.
2. During the term of the **Contract**, the **Seller** shall be obliged to hold:
- third party liability insurance (tort and contract) covering the business activity with guarantee sum of not less than 10% of the value of the **Commercial agreement** but not less than 2,000,000 USD (or equivalent in another currency) or its equivalent in another currency for one and all events during the insurance period, extended to include liability for damage caused by the product up to the full insurance value:
- Product liability insurance extended to include damages:
- resulting from mixing, combining, processing or further processing of defective products delivered by the insured person;
 - Third party liability insurance for environmental damage with an insured sum of 1 million PLN,
 - Pure financial losses.
 - Vehicles used to perform this Contract must have current third-party liability insurance.
 - Other compulsory insurance required by law.
- a) The scope of the policy will cover the delivery of all Goods and the provision of all Services under the subject matter of the Contract.
- b) Other compulsory insurance required by law.

The scope of the policy will cover the supply of all **Products** and the provision of all services under the **Contract** and **Commercial Agreement**.

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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 **Parties** hereto wish to extend the cooperation between the **Seller** and Companies from ORLEN Group.

If it is necessary to purchase goods constituting the subject hereof by Companies from the Group of ORLEN S.A., the **Seller** undertakes to offer Companies from the Group of ORLEN S.A. the trade conditions FCA Seller (according to INCOTERMS 2020) that are not less favourable than the ones defined in the Agreement. For the purpose of the performance of the above, the **Seller** consents to making available by ORLEN S.A. to Companies from ORLEN Group the content of the Agreement and to regular provision between Group Companies and ORLEN S.A. of information related to the turnover generated in connection with conclusion of agreements with the **Seller**. The **Seller** shall conclude a separate agreement on the trade conditions FCA Seller (according to INCOTERMS 2020) which are not less favourable than the ones agreed herein. The **Seller** shall, each time, notify ORLEN S.A. of concluding an agreement with a new entity/ joining the Agreement by a new entity from ORLEN Group. ORLEN S.A. and entities from ORLEN Group shall, each of them separately, bear liability for any and all actions or omissions under particular agreements concluded by them with the **Seller**, in particular ORLEN S.A. shall not be liable for payment of any amounts which have to be paid to the **Seller** by entities from ORLEN Group Company.

In the event any master agreements are concluded between the **Seller** and a Company from ORLEN Group earlier, whose scope covers the subject hereof, the **Seller** shall adapt the provisions of the agreements concluded earlier to the terms and conditions resulting from this Agreement, if they are more favourable to the Company.

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Protection of the image of ORLEN 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 **Agreement**, 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 2 of this paragraph 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,
 - 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 100.000,00) 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**.

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3. In the event of changes in legislation related to the biocomponents certification under 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, 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 event 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** shall be repealed all **Commercial Agreements** signed by the **Parties** with respect to the supplies of **Products** which were not executed until that moment.
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 the **Buyer**. In case the **Seller** performs above action without approval of the **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 the Polish law.
8. Any amendments to this **Contract** shall be null and void unless made in writing.
9. In 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**.

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11. The **Seller** guarantees deliveries of the Goods that meet the requirements 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 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 period of 1.01.2027 – 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 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 30.11.2031).
14. Appendices 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.

Attachments:

1. Quality requirements and Specification.
2. Commercial agreement.
3. Contact Persons.
4. Logistical constraints for bioethanol deliveries.
5. a/ ORLEN S.A. Fuel Terminal Safety Charter.
b/ Safety conditions applicable on the premises of Fuel Bases of PERN.
6. Declaration of consent for the data to be made available by the carrier.
7. Application – driver card.
8. Application – vehicle card.
9. Confirmation verification suppliers of raw materials for the bioethanol production.
10. Information clause for the Tenderer/Contractor/Mandatory/Contracting Party being a natural person conducting economic activity, including a partner of a civil-law partnership
11. Anti-corruption clause.
12. Sanction Clauses.
13. FCA deliveries excel
14. Information Clause

Seller:

.....

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Buyer:

.....

.....

Date

Date

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Appendix no. 1 a Bioethanol Quality Requirements and Test Methods – Specification for ORLEN S.A. (Plock, supplies for ether installations and gasoline blending)

a. Normative, Formal and Legal Reference

The Seller guarantees that the Product meets the requirements under the following Polish legislation in force and applicable norms:

- The Act of 25th August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025, item 901 as amended);
- Regulation of the Minister of Climate and Environment of May 18, 2026, on quality requirements, quality testing methods, and sampling of bio-components, excluding bio-components produced by co-hydrogenation, gaseous biocomponents, and biocomponents used in the production of aviation and marine fuels (Journal of Laws of 2026, item 710)
- PN-EN 15376 "Automotive Fuels. Ethanol as a Blending Component for Petrol. Requirements and Test Methods".
- For all standards indicated in the Agreement, their current editions shall apply.

b. Product Specification

Quality requirements for undenatured bioethanol*

Properties	Unit	Scope		Testing method
		minimum	maximum	
Alcoholic strength at 20 °C	% (V/V)	99.7		PN-A-79528-3
Content of ethanol and higher saturated alcohols	% (m/m)	99.5		EN 15721 ¹⁾
Content of higher saturated (C3-C5) mono-alcohols	% (m/m)		0.7	EN 15721 ¹⁾
Methanol content	% (m/m)		0.2	EN 15721 ¹⁾
Water content	% (m/m)		0.300	EN 15489 EN 15692
Total acidity (expressed as acetic acid content)	% (m/m)		0.007	EN 15491
Electrical conductivity	µS/cm		2.5	EN 15938
Appearance		clear and colourless		EN 15769
Content of inorganic chlorides	mg/kg		1.5	EN 15492
Sulphate contents	mg/kg		3.0	EN 15492
Copper content	mg/kg		0.100	EN 15488 EN 15837
Phosphorus content	mg/l		0.15	EN 15487 EN 15837
Content of non-volatile substances	mg/100 ml		10	EN 15691
Sulfur content	mg/kg		10.0	EN 15485 EN 15486 EN 15837

* in the case of deliveries for companies of the ORLEN Group, the **Product** quality and denaturing agents shall be the subject of separate arrangements.

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¹⁾ The results of this test method refers to the sample containing no water.

Appendix no. 1 b Bioethanol Quality Requirements and Test Methods – Specification for ORLEN S.A. (deliveries for other depots)

a. Normative, Formal and Legal Reference

The **Seller** guarantees that the **Product** meets the requirements under the following Polish legislation in force and applicable norms:

- The Act of 25th August 2006 on biocomponents and liquid biofuels (consolidated text: Journal of Laws of 2025 item 901 as amended);
- Regulation of the Minister of Climate and Environment of 18th 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);
- PN-EN 15376 “Automotive Fuels. Ethanol as a Blending Component for Petrol. Requirements and Test Methods”.
- For all standards indicated in the Agreement, their current editions shall apply.

b. Product Specification

Quality requirements for undenatured bioethanol*

Properties	Unit	Scope		Testing method
		minimum	maximum	
Alcoholic strength at 20 °C	% (V/V)	99.6		PN-A-79528-3
Content of ethanol and higher saturated alcohols	% (m/m)	98.7		EN 15721 ¹⁾
Content of higher saturated (C3-C5) mono-alcohols	% (m/m)		2.0	EN 15721 ¹⁾
Methanol content	% (m/m)		1.0	EN 15721 ¹⁾
Water content	% (m/m)		0.300	EN 15489 EN 15692
Total acidity (expressed as acetic acid content)	% (m/m)		0.007	EN 15491
Electrical conductivity	µS/cm		2.5	EN 15938
Appearance		clear and colourless		EN 15769
Content of inorganic chlorides	mg/kg		1.5	EN 15492
Sulphate contents	mg/kg		3.0	EN 15492
Copper content	mg/kg		0.100	EN 15488 EN 15837
Phosphorus content	mg/l		0.15	EN 15487 EN 15837
Content of non-volatile substances	mg/100 ml		10	EN 15691
Sulfur content	mg/kg		10.0	EN 15485 EN 15486 EN 15837

* in the case of deliveries for companies of the ORLEN Group, the **Product** quality and denaturing agents shall be the subject of separate arrangements.

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¹⁾ The results of this test method refers to the sample containing no water.

Appendix no. 2 Commercial agreement

Commercial agreement No XXXX...

to Framework contract No XXXX...

concluded on 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 in Łódź, XXth Commercial Division – National Court Register under KRS no. 0000028860, NIP no. PL774-00-01-454, with fully paid-up share capital: PLN 1 451 177 561.25, Registration number BDO: 000007103, represented by:

.....

.....

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

and

.....

.....

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

The **Parties** have agreed as follows:

WHEREAS:

On year **Parties** concluded a **Framework Contract** No. XXXX... (“**Contract**”), under which defined the general terms of purchase of bioethanol;

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:

1. Under this **Commercial agreement**, the **Seller** shall sell quantity xxx m³ of the **Product** at the temperature 20°C, based on 100% alcohol, m³ of the Double-counted Product based on the feedstock stipulated under item of directive’s annex IXB at the temperature of 20°C and m³ of the Double-counted Product based on the feedstock stipulated under item of directive’s annex IXA at the temperature of 20°C (item ... of the Renewable Energy Directive’s annex IXA; manufactured on the basis of; waste code:) in accordance with the **Product** properties determined in Appendix no. 1 to the **Contract** to the **Buyer** in the period 01.01.2027 – 31.12.2027 (with an option to extend it by 3 months (i.e. until 31.03.2028) and the **Buyer** shall accept the

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Product in accordance with § 4 of the **Contract**, subject to the flexibility clause referred to § 1 section 4 of 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 31.11.2027).

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 **xx xx xxxx**

Country of origin of the raw material used to produce the Product:
The European Economic Area and other countries, subject to applicable legal regulations.

Duty status of the **Product**: T2

2. In the following year 2027, the **Seller** guarantees to the **Buyer** the availability of the **Product** and the **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 paragraph 4 of this paragraph) pursuant to the **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, 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 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 section 5 of the **Contract**, of 20% of the net value of the **Product** covered by the guarantee of availability in 2027.
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 monthly **Product** quantities by +/-**xxx**% compared to the 3-month quantities determined in section 7 to the **Commercial Agreement** and for the completed volumes will be adopted the method of "rolling" volume for the 3 months back, in relation to minimum volumes. Whether or not the **Buyer** exercises his right to change the **Product** quantity to be delivered in a given month, the delivery quantities for the remaining months determined in section 7 to the **Commercial agreement** shall remain unaffected, however, the volume referred to section 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 +xxx% 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 section 1 of the **Commercial agreement** increased by +50%.
5. The price for delivered **Product** will be calculated according to Price formula (net price).

$$A = Q + S + T$$

A = Bioethanol price in EUR/cbm for DDP ORLEN S.A

Q = monthly average from daily low quote of Platt's Barges FOB Rotterdam for Ethanol T2 in the month of delivery, in EUR/ cbm

S = fixed premium, in EUR/ cbm

$$S = \text{xxx EUR/m}^3$$

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T = the agreed unit cost of delivery to the respective destinations, in EUR/ cbm:

Terminal ()	Transport cost [EUR/m ³]				
	Truck	Rail 1	Rail 2	Rail 3	Rail 4
Płock	xxx	xxx	xxx	xxx	xxx
Koluszki	xxx	xxx	xxx	xxx	xxx
Boronów	xxx	xxx	xxx	xxx	xxx
Rejowiec	xxx	xxx	xxx	xxx	xxx
Nowa Wieś Wielka	xxx	xxx	xxx	xxx	xxx
Wrocław	xxx	xxx	xxx	xxx	xxx
Ostrów Wielkopolski	xxx	xxx	xxx	xxx	xxx
Trzebinia	xxx	xxx	xxx	xxx	xxx
Mościska	xxx	xxx	xxx	xxx	xxx
Gdańsk	xxx	xxx	xxx	xxx	xxx

Terminal (OLT)	Transport manner	Transport cost (EUR/m ³)
Mazeikiu	TRUCK	xxx
Kaunas	TRUCK	xxx
Klaipeda	TRUCK	xxx

Terminal (OUP)	Transport manner	Transport cost (EUR/m ³)
Kralupy	RAIL	xxx
Litvinov	RAIL	xxx

In the case of deliveries to Orlen Lietuva the cost of the denaturation in the amount of xxx EUR/m³ is added to the premium.

In the case of deliveries to Orlen Unipetrol denatured product compliant with the Czech/European method, the cost of the denaturation in the amount of xxx EUR/m³ is added to the premium.

6. Deliveries will be made on the DDP/CIF Buyer or FCA/FOB Seller in accordance with the INCOTERMS 2020. For DDP terms, the transport costs for individual railway compartments are determined based on the amount specified by the Buyer in the monthly schedule.
7. The following quantities are to be delivered to ORLEN S.A. in period 01.01.2027 - 31.12.2027:

M01	M02	M03	M04	M05	M06	M07	M08	M09	M10	M11	M12	Total volume [m ³]
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----------------------------------

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Bioethanol	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx
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Monthly volume presented above is an illustrative and may vary each month. For the analysis of completed volumes the method of "rolling" volume for the 3 months back in relation to minimum volumes will be adopted.

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 (6.1.1) to the **Contract**.

8. The **Buyer** shall make payments by bank transfer within **xxx** days from the receipt of a correctly issued invoice (value of the invoice based on quotations from the month of delivery), 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**, in the period of time resulting from the law being in force. The net price shall not be increased by the value-added tax (VAT) in conformity with applicable provisions of law.
9. The basis for an invoice and the **PoS** document will be the density of 100% ethyl alcohol in m³ in 20°C (L20). In the invoice documenting the sale, in the case of deliveries under DDP conditions, the **Seller** shall indicate the price per m³ of the delivered **Product** and in the case of deliveries under FCA/FOB/CIF conditions, the **Seller** shall indicate the price per m³ of the loaded **Product** on the means of transport provided by the **Buyer**, in the **Seller's** warehouse.
For the purpose of settlements for the executed deliveries under DDP terms of delivery, the **Parties** agree to use the quantity of the **Product** adopted and confirmed by the **Buyer** in report of receipt in m³ in 20°C per 100% alcohol (in accordance with the tables provided in the Regulation of the Minister of Economy of 25 May 2006 on numerical benchmark data for mixtures of ethyl alcohol and water (Journal of Laws of 2006, No. 106, item 716)). Both the **Buyer** and the **Seller** are obliged to provide the amount adopted/ dispatched in L20 100% in the description field of the report of receipt and of the **e-AD**.
For mutual settlements for FCA deliveries, the **Parties** undertake to accept the quantity of the **Products** loaded and confirmed by the **Seller** in the issued eAD (or replacing eAD) document at a temperature of 20°C as 100% alcohol (L20 100%) for the delivered deliveries.
For mutual settlements for FOB/CIF deliveries, the Parties undertake to accept the quantity of the Products loaded and confirmed by the Seller in Bill of Lading or in the issued eAD (or replacing eAD) document at a temperature of 20°C as 100% alcohol (L20 100%) for the delivered deliveries.
10. Should it be necessary to issue a correcting invoice, the payment shall be made in accordance with the provisions in 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.
11. 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 in section 8 of this paragraph. Regardless of the method of settlement (payment or deduction), the corrective invoice will indicate the payment date resulting from section 10 of this paragraph.
12. 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

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that executed transactions (supplies of bioethanol) are correctly registered in the aforementioned database. Such a registration does not exempt the Seller from registration in e-PoS.

13. 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. In case of the **Buyer** exercising its right to withdraw from or terminate the **Contract** with immediate effect in accordance with its terms, the effect of withdrawal or termination shall also apply to unfulfilled up to the time of withdrawal of part of the **Commercial agreement**.
3. In case of conflict contents of this **Commercial agreement** with the contents of the **Contract** (including its appendices) provisions of this **Commercial agreement** shall prevail.
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:

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Date

Buyer:

.....

.....

Date

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Appendix no. 3 Contact Persons

Delivery schedule

Klaudia Habasińska
ORLEN, ul. Chemików 7, 09-411 Płock, Poland
phone: +48242569029,
gsm: +48605193964
Klaudia.Habasinska@orlen.pl

Magdalena Ziarko
ORLEN, ul. Chemików 7, 09-411 Płock, Polska
tel. +48 24 242 21 07
gsm: +48 665 656 748
Magdalena.Ziarko@orlen.pl

PoS Documents:

Marta Tarka-Zwierzchowska
ORLEN, ul. Chemików 7, 09-411 Płock, Polska
phone: +48 24 256 50 24
Marta.Tarka-zwierzchowska@orlen.pl

Invoices

Monika Wejbert
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Monika.Wejbert@orlen.pl

Gabriela Rybczyńska
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Natalia Wasielewska
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tel. +48 24 242 25 47
Natalia.Wasielewska@orlen.pl

Monika Biernat
ORLEN S.A., ul. Chemików 7, 09-411 Płock, Polska
+48 24 256 83 79
Monika.Biernat2@orlen.pl

DELIVERER:

.....

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Appendix no. 4 Logistical constraints for bioethanol deliveries

Bazy Depots	Sposób dostawy Mean of transport
Poland, Mościska (BP no. 101, street Estrady 108, 05-080 Izabelin)	autocysterna truck
Poland, Boronów (BP no. 3 street Sienkiewicza 12; 42-283 Boronów)	kolej rail *wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)
Poland, Koluszki (BP no. 1 street Naftowa 1; 97-140 Koluszki)	kolej rail *wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)
Poland, Nowa Wieś Wielka (BP no. 2 street Przemysłowa 1; 86-060 Nowa Wieś Wielka)	autocysterna truck
Poland, Nowa Wieś Wielka (BP no. 2 street Przemysłowa 1; 86-060 Nowa Wieś Wielka)	kolej rail *wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)
Poland, Rejowiec (BP no. 4; 62-093 Rejowiec Poznański)	kolej rail * wagony - preferowane poj. 60m3 i dł. 12.34m (max masa całkowita do 80Mg i długość wagonu do 16,5m)
Poland, Ostrów Wielkopolski (TP no. 74, street 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)
Poland, Ostrów Wielkopolski (TP no. 74, street Węglowa 1; 63-400 Ostrów Wlkp.)	autocysterna truck
Poland, Wrocław (TP no. 111 street Swojczycka 44; 51-501 Wrocław)	kolej rail *wagons - preferred capacity 60m3 and length 12.34m (max total weight up to 80Mg and wagon length up to 16.5m)
Poland, Wrocław (TP no. 111 street Swojczycka 44; 51-501 Wrocław)	autocysterna truck
Poland, Płock tor 708 (TP no. 01, street Chemików 7 09-411 Płock)	rail*
	rail*

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Poland, Płock tor 334 (TP no. 01, street Chemików 7 09-411 Płock)	
Poland, street Chemików 7 09-411 Płock, entrance via Gate No. 5	autocysterna truck
Poland, Trzebinia (TP no. 03 street Fabryczna 22,32-540 Trzebinia)	a tanker equipped with a gas pendulum
Poland, Rafineria Gdańska, street Elbląska 135, 80-718 Gdańsk	rail*

ETANOL delivery locations - addresses -Fuel terminals ORLEN, PERN, Gdansk Refinery

Lp.	Terminal Paliw/ Fuel Base	Stacja kolejowa/Kod stacji Railway station/Station code	Nr akcyzowy Excise number	Nr składu podatkowego Tax warehouse number
ORLEN SA, street Chemików 7, 09-411 Płock				
1	ORLEN SA Zakład Produkcyjny street Chemików 7 09-411 Płock	Płock Trzepowo ORLEN siding Station code: 032623, track 334/track 708	PL 44200038205	PL 44200039342
2	ORLEN SA Terminal Paliw nr 74 Ostrów Wlkp. street Węglowa 1 63-400 Ostrów Wlkp.	Ostrów Wlkp. Zachodni ORLEN siding Station code: 045906	PL 44200038205	PL 44200048342
3	ORLEN SA Terminal Paliw nr 101 Mościska street Estrady 8 05-080 Izabelin	Truck only deliveries	PL 44200038205	PL 44200044347
4	ORLEN SA Terminal Paliw nr 111 Wrocław street Swojczycka 44 51-501 Wrocław	Wrocław Swojczyce b-ca własna ORLEN Station code: 059279	PL 44200038205	PL 44200043346
5	ORLEN SA Terminal Paliw 03 Trzebinia street Fabryczna 22 32-540 Trzebinia	Truck only deliveries; *gas pendulum required	PL 44200038205	PL 14210007309
PERN SA, street Wyszogrodzka 133, 09-410 Płock				
6	PERN SA Baza Paliw nr 1 Koluszki street Naftowa 1 97-140 Koluszki	Koluszki, PERN own siding Station code:047258	PL 44200003206	PL 44200011341
7	PERN SA. Baza Paliw nr 2 Nowa Wieś Wielka street Przemysłowa 1 86-060 Nowa Wieś Wielka	Nowa Wieś Wielka PERN own siding Station code:019059	PL 44200003206	PL 44200008347
8	PERN SA Baza Paliw nr 3 Boronów street Sienkiewicza 12 42-283 Boronów	Boronów, PERN own siding Station code: 072066	PL 44200003206	PL 44200004343

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9	PERN SA Baza Paliw nr 4 Rejowiec Poznański 62-093 Rejowiec Poznański	Stacja Stawiany PERN own siding Station code: 031260	PL 44200003206	PL 44200009348
Gdansk Refinery				
10	Rafineria Gdańska street Elbląska 135 80-718 Gdańsk	Gdańsk Olszynka Own siding Station code: 007831	PL 32200165203	PL 32200167306

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Appendix no. 5 a) ORLEN S.A. Fuel Terminal Safety Charter

ORLEN S.A. 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



- 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.
- 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.
- 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.
- It is forbidden to enter areas in which an additional permission is required.
- Stopping and parking of vehicles is permitted only in designated areas.
- 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.
- Unauthorised accompanying persons are forbidden from entering the premises of the Fuel Terminal.
- 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



- 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.
- 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.
- 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.

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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.
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. 5 b) Safety conditions applicable on the premises of Fuel Bases of Operator Logistyczny Paliw Płynnych

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) RID Regulations for the international transport of dangerous goods by rail,
- 3) 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.
- 6) 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 applicable

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laws, including 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 20 15, 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.),
- 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.

4.1. 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.

4.2. 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.

4.3. 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.

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

4.5. 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.

4.6. 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.

5. 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.

6. 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.

7. 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.

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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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Appendix no. 6 Declaration of consent for the data to be made available by the carrier.

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 transport (timetable PKP PLK SA),
- conducted transport (timetable PKP PLK SA)

.....
Date and signature

CC:

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

.....

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16. Company indicating the driver

[illegible]

19. Fax

| | | | | | | | | |

[illegible]

21. Numbers of changed fields (complete only in the case of data update)

--

I consent* for my personal data collected by

(name of the person indicating the driver) to be processed and made available to ORLEN S.A., with its registered office in Płock, 09-411, ul. Chemików 7, as far as their scope contained in this "Request for issue / update of driver identification card for self-service Product deliveries from Fuel Terminals" is concerned. The data shall be processed by ORLEN S.A. in conformity with the Personal Data Protection Act of 10 May 2018 (consolidated text: Journal of Laws of 2019, item 1781, as amended), only in relation to the necessity to verify the process of planning and execution of self-service Product deliveries from Fuel Terminals with the use of the driver identification card. I am aware that the provision of data is voluntary and that I have the right to access my data as well as to correct them if they are incomplete, outdated or untrue.

I declare to have been informed about the fact that ORLEN S.A. uses a video-surveillance system on the premises of Fuel Terminals in order to ensure safety and supervision of the correctness of processes related to Product delivery.

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

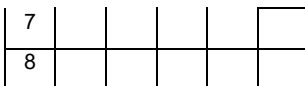
Place, date

Legible signature of the driver (first and last name)

```
place, date
```

signature of the responsible person

* consent for the processing of the driver's personal data only in the case of the first issue of the card



11. Name of the carrier

[illegible]

| |

16. Company indicating the vehicle

[illegible]

19. Fax

[illegible]

21. Numbers of changed fields (complete only in the case of data update)

--

signature of the responsible person

Appendix No. 9 Confirmation verification suppliers of raw materials for the bioethanol production.**Statement**

Seller represents that verifies its suppliers of raw materials for the production of bioethanol in relation to regulatory requirements. The range of verification is similar as was required by ORLEN in the tender process leading to the conclusion of the **Contract**. The present verification should include as following:

- provide a certificates of arrears of VAT, excise duty, the Social Insurance Institution every six months,
- provide VAT registration document
- provide a document of company registration
- provide an information that the company is not in liquidation or bankruptcy proceedings
- provide current financial statements and for the period fro three years (in case of losses it is necessary for the raw materials supplier to provide an explanation)
- the price of raw materials purchase does not allow to formulate of assumptions that it may be result of avoiding payment of taxes required by law (gross low prices compared to other offerings in the market).

place, date

signature of the responsible person

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Appendix no. 10 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 Płock, 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.11 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.

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Appendix no. 12. Sanction Clauses

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 (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 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 ORLEN S.A. 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.

Appendix no. 13 Excel for FCA deliveries

[illegible]

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Appendix No. 14 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 Płock, 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 Office"

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