

Framework Contract Bioethanol

No.:

made in Litvínov by and between:

ORLEN Unipetrol RPA s.r.o.

Litvínov-Záluží 1, Postal Code: 436 70, Czech Republic with its entered into the Business Register by the Regional Court In Ústí nad Labem, Section C, Entry 24430, VAT number: CZ699000139, ID Tax number: CZ27597075.

Represented by:

hereinafter referred to as the “**Buyer**” or “**ORLEN Unipetrol RPA s.r.o.**”

and

Seller

Represented by:

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 biocomponent - anhydrous ethyl alcohol of agricultural origin, fully denatured in accordance with the Buyer's specification mentioned in the Annex No. 1, meeting the sustainability criteria in accordance with Art. 29 paragraph 2-7 of Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III) and any applicable delegated or implementing acts, and ensuring the reduction of greenhouse gas emission (including delivery with transport) according to Art. 29 paragraph 10 of Directive 2018/2001/EC. , as amended by Directive (EU) 2023/2413 (RED III) and any applicable delegated or implementing acts
- Advanced Product** – Product produced from raw materials listed in the Appendix 4 to Government Regulation No. 189/2018 Coll., as amended and Announcement of the Ministry of Environment of the Czech Republic dated 27th August 2024
- 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 with relevant accompanying document, i.e. EAD or SAD in **Seller's** option depending on the legislation in the country of despatch

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- SAD** - Simplified Accompanying Document on whose basis is the **Product** delivered in regime of tax free circulation
- EAD** - Electronic Accompanying Document on whose basis is the **Product** delivered in regime of conditional exemption from excise duty
- 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 Annex 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**.
- PoS –** Proof of Sustainability, document confirming that the presented volume meets the sustainability criteria specified in Art. 29 paragraph 2-7 of Directive 2018/2001/EC , as amended by Directive (EU) 2023/2413 (RED III) and any applicable delegated or implementing acts.

Nabisy database - database for sustainable biomass in the Federal Republic of Germany, operated by the Federal Office for Agriculture and Food (BLE). To use **Nabisy database** prior registration in the Office of BLE is required. The database is available at: <https://nabisy.ble.de/>.

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**.

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) of the **Product** at 20°C (L20)
3. Eventually, 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. Deliveries of the **Product** will each time be conducted under a **Commercial agreement** and in accordance with the monthly schedule, provided, however, that in the case of deliveries performed from the first (1st) to the tenth (10th) day of each month, the terms specified in the schedule shall be considered as confirmed by the **Buyer**, while in the case of deliveries performed from the eleventh (11th) day to the end of a given month, the terms specified in the schedule shall be considered as estimated and require to be updated by the **Buyer**. By the fifth (5th) day of the month, the **Buyer** shall send a delivery schedule agreed with the **Seller** for the period from the tenth (10th) to the twentieth (20th) day of a given month, and by the fifteenth (15th) day of the month, the **Buyer** shall send a delivery schedule agreed with the **Seller** for the period from the twenty- first (21st) day to the end of a given month. The **Seller** undertakes to send a **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**.

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In the case of a **Commercial agreement** and a schedule covering a period no longer than one calendar month, in which deliveries of the **Product** will be conducted, the **Buyer** shall provide the **Seller** with an expected schedule divided into particular days of delivery by means of electronic post, not earlier than on the twenty-sixth (26th) day of the month preceding the month of delivery, however not later than on the last business day of the month preceding the month of delivery. Should it be necessary to introduce changes to the monthly schedule forecast, the **Parties** shall make appropriate arrangements, respecting the terms specified in section 1 of this paragraph concerning the update of the schedule and considering capabilities of each **Party**. In the case of transactions related to deliveries in a period of several months, the foregoing term shall specify the transfer of the expected delivery schedule for the first month only. Schedules for subsequent months covered by the **Commercial agreement** shall be conveyed by the twenty-sixth (26th) day of the preceding delivery month. A preliminary schedule for the total quantity of **Product** for deliveries in particular months shall be specified in a **Commercial agreement** (Annex No. 2 to the **Contract**).

2. The **Commercial agreement** referred to in section 1 of this paragraph shall contain the following data: pricing formula, quantity of **Product**, planned places of delivery, dates and manner of delivery, as well as supply base in accordance with INCOTERMS 2020.
3. 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 a unit of measurement, as well as the place, date and manner of delivery.
4. As far as deliveries of the **Product** are concerned, the **Seller** declares that the **Seller** will have a valid certificate for a certification system approved by the European Commission, compatible with the ISCC EU System, at the moment of delivery of the **Product** to the **Buyer**, and if the date of expiry of the certificate will be approaching, the **Seller** undertakes to conduct a certification process and to present a new certificate no later than before the expiry of the valid certificate.. Moreover, the **Seller** is obliged to promptly send a copy of the certificate to the **Buyer** each time any changes are introduced to the certificate (change in validity period, in scope of the certificate, etc.) and to promptly notify the **Buyer** if the certification is lost. If the **Seller** loses the certificate, the **Buyer** shall be authorised to terminate the **Contract** with immediate effect. A copy of the certificate for a certification system approved by the European Commission, compatible with the ISCC EU System, constitutes Annex No. 4 to the **Contract**.
5. The **Seller** guarantees to deliver the quantity of the **Product** specified in the schedule to the place of delivery. The delivered quantities may differ by +/- 5% compared to the quantities specified in the schedule, which may result from logistics conditions, i.e. loading and transport.
6. The **Parties** shall inform each other about each situation which could impact the timely delivery and receipt of the **Product**. However, the above-mentioned information shall not exempt the **Parties** from their obligations under the **Contract** and the **Commercial agreement**.
7. The **Buyer** reserves the right to change the date and place of delivery specified in the schedule referred to in section 1 of this paragraph.
8. A change of the delivery date specified in the schedule, referred to in section 1 of this paragraph, at the **Seller's** request requires a consent of the **Buyer** expressed without delay by e-mail.
9. In documents related to the receipt of the **Product** and in any correspondence, the number of the **Contract** and the number of the **Commercial agreement** for the month related to a given delivery of **Product** shall each time be mentioned.
10. The **Product** shall not be considered delivered if all the required accompanying documents, i.e. certificates of quality analyses of a given **Product batch**, data sheet in Czech, EAD or SAD print with an assigned reference, **PoS**, loading/weight report with a list of all rail tanks, 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 DAP Buyer, are not provided to the **Buyer** with regard to each **Product batch** of the delivered **Product**.

The standardized format of loading/weight report submitted to **Buyer** is enclosed in Annex No. 15 – "Loading/weight Report".

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 Annex 1 to the **Contract**, date of approval of the certificate, qualified on the basis, approved (name and surname).

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

As far as received 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.

In order to confirm that the delivered **Product** meets Sustainability Criteria, the **Seller** is obliged to provide the **Buyer** with a **PoS** document confirming the conformity of the **Product** with a relevant certification system. 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. In the case of a failure to submit the **PoS** document by the **Seller**, the **Buyer** has the right to withhold the payment in accordance with § 7 of this **Contract**.

11. The **Seller** is obliged to provide quantities with an accuracy of up to 1 L20, and 1 kg of weight in the air (it refers to quantities indicated for particular rail tanks) and to provide quantities for particular rail tanks in the following units of measurement L20, kg of weight in the air. For FCA parity, VAT invoices shall be issued based on the **Product** quantity in accordance with **Seller's** volume of the **Product** in liters at 20°C (L20) indicated on the loading/weight report, accepted and confirmed by the **Buyer**. In case of quantitative differences between **Seller's** delivery note and **Buyer's** receiving measurement bigger than -0,5% (the percentage related to **Seller's** volume at L20) the missing quantity exceeding the limit of -0,5% shall be credited by **Seller** to **Buyer**. For DAP parity, VAT invoices shall be issued based on the **Product** quantity in accordance with **Seller's** volume of the **Product** in liters at 20°C indicated on the loading/weight report, accepted and confirmed by the **Buyer**. In case of EAD, data entry into EMCS on the Buyer's side will be applied in accordance with Buyer's declared data.
12. The delivery date shall be the date of receipt (date, hour) of the **Product** by the **Buyer** at the place of delivery indicated in the **Purchase Order** (in the 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 10 of **this** paragraph. 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 DAP INCOTERMS 2020) may authorize the **Buyer** to complete on behalf of the **Seller**, the consignment note in the field: the place of origin, date of origin, time of origin, numbers tanker loaded / empty, Tara tanker, Tara Supplies, Net Weight tanker, 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.
13. The **Buyer** reserves the right to take samples of the **Product** from each rail tank in order to verify the quality of the **Product**, in conformity with Annex No. 1 to the **Contract**. The quality of the **Product** delivered under this **Contract** must fulfil the requirements specified in Annex No. 1 to the **Contract**. Samples shall be taken in accordance with the applicable norm.
14. For the purpose of settlements for the executed deliveries, the **Parties** agree to use the quantity adopted and confirmed by the **Buyer** in report of receipt in litres at 20°C
15. A delivery of the **Product** will be carried out under DAP **Buyer's** and/or FCA **Seller's** conditions, according to INCOTERMS 2020.

The place of delivery of the **Product** (for DDP **Buyer** deliveries) will be the following locations:

- ORLEN Unipetrol RPA s.r.o., O. Wichterleho 809, 278 52 Kralupy nad Vltavou.
SEED: CZ1603850S004
Station No: 54-543967, railway siding: Kaučuk, základní závod, 620 526.
Means of delivery: only by railway tanks
- ORLEN Unipetrol RPA s.r.o., Záluží 2, 436 01 Litvínov. SEED: CZ0703850S002
Station: most Nové Nádraží No: 54-533794, railway siding: ORLEN Unipetrol Doprava s.r.o., 720 847. Means of delivery: only by railway tanks

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16. 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 1 and 3 of this paragraph, unless otherwise agreed by the **Parties**. Before dispatch the **Seller** shall notify the **Buyer** about the type/kind of 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 due to reasons attributable to the **Seller**.
17. The **Seller** shall deliver the **Product** to the **Buyer** according to the schedule described in sections 1 and 3 of this paragraph.
18. The **Buyer** reserves the right to change places of delivery indicated in section 15 of this paragraph during the term of this **Contract**. If a place of delivery different than those listed in section 15 of this paragraph is indicated, the **Parties** shall agree on costs of delivery to the new place of delivery within the framework of an annex to the **Commercial agreement**.
19. The **Seller** is obliged to announce the term of arrival of a loaded train to the place of delivery and to indicate the carrier, the number (or numbers of the train), an estimated time of arrival to the place of delivery, 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.
20. If the **Seller's** carrier uses services of subcontractors, the **Seller** shall be obliged to inform the **Buyer** about that fact and to include appropriate mentions in transport documents.
21. The **Seller** is obliged to attach completed consignment notes for the return of empty rail tanks.
22. The **Seller** obliges itself that upon **Buyer's** request will issue a **PoS** ticket by means of **Nabisy database**.
23. In case of coming into force the requirements regarding registration of transactions in Union Database for Biofuels (UDB), the Seller is obliged to fulfil all required formalities in order to ensure that executed transactions (supplies of FAME) are correctly registered in the aforementioned database.

Terms and conditions of delivery of the Product § 5.

1. The **Seller** undertakes to ensure a sufficient number of rail 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. Operations and reloading of rail tanks on sidings falls within the scope of responsibilities of the **Buyer**, as well as of siding operators acting on their behalf, and take place at the **Buyer's** expense.
2. The **Seller** shall make efforts to deliver rail tanks loaded with the **Product** to delivery and receipt points specified in § 4(15) of the **Contract** within the time window (according to Annex 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 receipt of loaded rail tanks shall be performed by the **Buyer/siding operator** if possible. Provisions of this section are of experimental nature and shall not cause any legal consequences for the **Parties**.
3. The **Seller** shall consent for information specified in Annex No. 7 to the **Contract** to be made available by the carrier.
4. The **Seller** shall make efforts to collect empty rail tanks from delivery and receipt points specified in § 4(15) of the **Contract** within the time window (according to Annex 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 the case of the **Seller's** readiness to collect rail tanks outside the specified time window, the provision of empty rail tanks shall be ensured by the **Buyer/siding operator** if possible. Provisions of this section are of experimental nature and shall not cause any legal consequences for the **Parties**.

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5. The **Buyer** shall agree with the **Seller** the schedule of return of empty rail tanks together with the schedule referred to in §4(1) and §4(3) of the **Contract**. The schedule of return of empty rail tanks covers the delivery schedule plus the free time for unloading presented in Annex No. 5 to the **Contract**.
6. The **Seller** shall check the technical condition of rail tanks while collecting them from the **Buyer**/siding operator. 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, 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).
7. In the case of a lack of possibility to unload a rail tank due to reasons attributable to the **Seller**, the **Seller** shall be requested to conduct necessary works allowing to unload the tank on a siding of the **Buyer** within two (2) days from the moment in which the **Buyer** conveys the request. In the case of failure to conduct necessary works mentioned in the previous sentence within two (2) days or of their inefficiency, the unloaded rail tank shall be directed back to the **Seller** at the **Seller**'s expense, unless otherwise agreed by the **Parties**.
8. If a rail tank kept by the **Buyer**, a siding operator engaged by the **Buyer**, 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**.
9. In the case of a damage of the rail tank kept by the **Buyer**/siding operator other than the one specified in section 8 of this paragraph, the **Buyer** shall bear documented costs of repair of the stated rail tank's damage. The **Buyer**, siding cannot have a rail tank repaired without the **Seller**'s consent. To the repair of rail tanks provisions of the AVV Agreement shall apply.
10. To all other matters concerning the responsibility for rail tanks not regulated herein provisions of the AVV Agreement shall apply.
11. From the moment of handing over by the **Seller** of a rail tank and its load to the **Buyer**/siding operator to the moment of collection of the rail tank by the **Seller** from the **Buyer**/siding operator/, the **Buyer** shall bear the following risks and responsibilities:
 - 11.1. 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).
 - 11.2. Liability for loss or damage to the rail tank.
 - 11.3. Liability for damages caused by the rail tank or by its load.
 - 11.4. The **Seller** shall bear the risk and responsibility for damages caused to the **Buyer** and to third parties by the rail tank or by its load before it is conveyed to the **Buyer**/siding operator and after it is collected from the **Buyer**/siding operator, 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).

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 Annex No.1 to the **Contract**, and with a determination of density in 20°C according to PN-EN ISO 12185, that the **Product** will meet all quality and legal requirements specified in Annex No. 1 to the **Contract** applicable on the day of a given delivery.
2. In addition to ensuring of qualitative and legal requirements fulfilment, in conformity with point 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**.

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3. **The Seller** guarantees that the delivered **Product** has not previously been included to the obligatory fulfilment of biofuels/bio-components in the overall volume of fuels and CO2 emission saving obligation in the Czech Republic and in other EU countries. Seller shall send after the end of each year the declaration according to Annex no. 16 confirming the above mentioned. In the case of amendment of regulations specifying quality requirements concerning bio-components and/or biofuels, other than those provided for in §12(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.
4. The **Buyer** reserves the right to:
- 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. 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**;
 - Have samples of the **Product** taken from each rail tank directly after they are delivered by a laboratory accredited to take samples, including archive samples, and to have tests conducted in a laboratory using accredited test methods listed in Annex 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 Unipetrol RPA s.r.o., constituting Annex No. 1 to the **Contract**;
 - Require the **Seller's** archival samples from tanks and rail tanks to be tested, in particular in the case of a dispute;
5. If the **Buyer** submits a formal complaint, which may be filed five (5) business days after the delivery of a given **Product batch** to a given place of delivery at the latest, the **Seller** shall be obliged to take a formal stand and convey a binding response to the **Buyer's** complaint within two (2) business days. By that time, the **Buyer** shall refrain from unloading the **Product**. **If the Product is not consistent with the required specification**, the **Buyer** shall leave the **Product** at the **Seller's** disposal under Ex Works conditions at the place of delivery in accordance with INCOTERMS 2020.
6. In the case of submission of a complaint, the **Buyer** is obliged to:
- secure a sample of the faulty **Product** in an amount allowing to perform an quality analysis covering the full scope of requirements according to Annex No. 1 to the **Contract**,
 - make necessary documents available.
7. If the **Parties** do not reach an agreement within four (4) business days from the submission of a complaint, the **Seller** shall be entitled to convey a sample of the questioned **Product batch** to an independent laboratory, selected from the list indicated in Annex No. 10 to the **Contract**, offering accredited testing methodologies related to the quality assessment, consistent with Annex No. 1 to the **Contract**. It is allowed to have samples for testing taken by entities having relevant accreditation. The **Parties** shall consider results provided by the laboratory as binding, and costs of the test shall be incurred by the Party losing the dispute.
8. 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. If the **Product** is returned on the basis of a complaint and the **Seller** does not benefit from the right to have a sample tested by an accredited laboratory, the **Seller** shall not be exempted from the costs of contractual penalties under §8 of the **Contract**.
9. The **Seller** declares to have a valid product certificate issued by an accredited certification body. Its copy constitutes Annex No. 4 to the **Contract**. If the certificate expires during the term of the **Contract**, the **Seller** shall be obliged to present a new document before the expiry of the current certificate. In the case of a failure to present a new certificate or an information about its obtainment, the **Buyer** shall be entitled to withdraw from the **Contract** with immediate effect and to charge contractual penalties under §8 of this **Contract**.
10. The **Seller** guarantees that the **Buyer** will be provided with deliveries of the **Product** from own and current production, meeting the requirements specified in Annex No. 1 to the **Contract** and provisions applicable in the territory of Czech Republic and/or another country in the case of deliveries for ORLEN Group companies.

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11. At the **Buyer's** written consent (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 benefit from the support of an external consultancy company while conducting the audit.
12. The **Seller** declares to be familiar with the provisions of REGULATION (EC) NO. 1907/2006 of the European Parliament and of the Council– REACH and, as a result, undertakes to provide the **Buyer** only with such substances on their own, as a part of preparations or contained in the goods (if their release is expected under normal or reasonably foreseeable conditions), with regard to which all requirements resulting from the above-mentioned Regulation are fulfilled.

In reference to the above the **Seller** declares, that:

- a) the delivered substances in their own, in mixture or in an article, constituting the subject of this Contract were preregistered or registered according to the appropriate procedure set out in the REACH Regulation by: the **Seller**, his Only Representative, or producer or importer constituting preceding links in a supply chain, or
- b) are exempt from the registration obligation under Regulation (EC) No 1907/2006 (REACH); or
- c) the delivered substances in their own, in mixture or in an article are not subject to the Regulation (EU) No. 1907 / 2006 (REACH)

In the event of a breach of the provisions of the REACH Regulation, the **Seller** additionally undertakes to compensate the **Buyer** for any damage incurred as a result of such breach of the Regulation and the **Buyer** has the right to:

- a) return at the **Seller's** expense the goods that do not comply with the requirements set out in the provisions of the said Regulation;
- b) demand reimbursement of the price paid, as well as the statutory interest charged by the **Buyer** from the date of payment until the date of return by the **Seller**;
- c) charge the **Seller** with the obligation to pay all expenses, costs, fines, penalties or other payments imposed by the competent authorities as a result of the **Seller's** breach of the provisions of the REACH Regulation;
- d) claim compensation for any damage suffered by the **Buyer** in connection with the **Seller's** failure to comply with the provisions of the REACH Regulation.

The **Seller** undertakes to:

- a) Provide the **Buyer** with their safety sheets (SDS) in the Czech language pursuant to Article 31 of Directive (EC) No. 1907/2006 REACH or with a declaration pursuant to Article 32 of Directive (EC) No. 1907/2006 REACH, including the relevant exposure scenarios in Annex of SDS or the information from the exposure scenarios included in the SDS (extended SDS), the information derived from the exposure scenarios should be indicated;
- b) Prove in written form to the **Buyer**, that all the supplied chemical substances or individual components of the supplied mixtures have been registered, whether they are on the candidate list (SVHC substances), whether they are subject to mandatory authorization and have valid permits for the intended use pursuant to Directive (EC) No. 1907/2006 REACH and comply with all other obligations specified by this directive or, if applicable, that the obligations pursuant to the stated directive do not apply to them,
- c) Provide the **Buyer** with a written notification about determining an only representative pursuant to Article 8 of Directive (EC) No. 1907/2006 REACH, provided the chemical substances or mixtures in question are imported from countries that are not members of the EU (including notification of the annual tonnage of import of the substance covered by the registration of the substance). The **Buyer** shall not take over the chemical substance or mixture unless it is documented in writing that an only representative has been appointed.
- d) Supply hazardous chemicals / mixtures in packaging and labeled in the Czech language in accordance with Title III and Title IV of Regulation (EC) No. 1272/2008 CLP (including a unique composition identifier - UFI code on the label, where relevant).

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- e) If it is a hazardous mixture – we require the UFI code and a statement that the mixture has been notified to the PCN register for placing on the market in the Czech Republic (according to the requirements of Annex VIII of the CLP Regulation).

Dates and terms of payment.

§7.

1. The **Buyer** shall make the payment by bank transfer within the period specified in the **Commercial agreement** (Annex No. 2 to the **Contract**) from the date of receipt by the **Buyer** of an appropriately issued invoice, provided that the **Product** is delivered in accordance with terms specified herein together with the required documents and list of executed deliveries for particular deliveries, . An invoice for the executed **Product** deliveries shall be issued after the **Accounting Period**, within the time limit stemming from applicable provisions of law. The net price determined in accordance with Annex No. 2 to the **Contract** shall be increased by the value added tax (VAT), in conformity with applicable provisions of law.
In the case of deliveries from another Member State of the European Union the **Parties** confirm that, in accordance with the Article 40 of the Council Directive 2006/112/EC, the place of acquiring the goods by the **Buyer** under this contract is the place where the **Buyer** is established, and, therefore the supply of goods is subject to the VAT revers charge system.
2. The invoice concerning the sale of the **Product** shall be issued based on the price, calculated in accordance with Annex No. 2 to the **Contract**, with regard to records from the **Accounting Period** in which the **Product** was delivered, according to the quantity approved in a given **Accounting Period** and considering the place of receipt according to the report of receipt (document substituting the report of receipt).
3. Should it be necessary to issue a correcting invoice, the payment shall be made within sixty (60) days from the receipt of an appropriately issued correcting invoice. The correcting invoice payment deadline cannot be earlier than the one provided for in the original/main invoice.
4. In the 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** in which the delivery was planned to take place, even though the report of receipt (document substituting the report of receipt) is sent/issued on the first days of the next **Accounting Period**.
5. Payment date shall be understood as the date on which the bank account of the **Buyer** is debited.
6. The basis for an invoice will be the volume of the Product in litres at 20°C (L20), pursuant to §4(14) of the **Contract**. In the invoice documenting the sale, the **Seller** shall indicate the price per litre of the delivered **Product**.
7. 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.
8. 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.
9. If the **Seller** changes their bank account, the **Seller** shall inform the **Buyer** about that fact in writing.
10. The **Buyer** reserves the right to deduct from each **Seller's** invoice amounts due from the Seller for their failure to perform or improper performance of the **Contract**, including contractual penalties under this **Contract** together with statutory interest for delays in commercial transactions.
11. 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 that his tax identification number is CZ27597075 and VAT identification number is CZ699000139.
The **Seller** declares to hold VAT No.
12. The **Seller** is obliged to include the **Purchase Order** number in the invoice. The foregoing information is strictly required by the **Buyer**.

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An electronic version of a VAT invoice should be delivered to the following address:

faktury.rpa2@orlenunipetrol.cz

In the case of signature of the E-invoicing Agreement, the invoice, together with the necessary attachments, should be sent in electronic form in a single PDF file to faktury.rpa2@orlenunipetrol.cz, in accordance with the terms of the mutually signed E-invoicing Agreement.

13. 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.
14. 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.
15. The **Seller** is obliged to:
 - a) provide certificates of arrears of VAT, excise duty, the Social Insurance Institution every six months,
 - b) provide document of company registration every six months,
 - c) provide a confirmation of the submission of VAT declaration (confirmation of VAT payment),
 - d) provide current financial statements every six months.

In the case of changing the bank account number by **Seller**, the payment to the designated account is possible only if the **Seller** present the confirmation of the notification the change of the bank account number to the competent tax office (e.g. a copy of the updated form NIP-Tax Identification Number with confirmation of its deposit in the office).

In the case of deliveries from a domestic supplier the Buyer will cover all the financial amounts only onto the account of the Seller published by the tax administrator in a manner accessible remotely and the payment services managed by the provider in the home country. The Seller is obligated to notify the Buyer of the account number which meets all the aforementioned criteria. Until the account number has been shared, which is to be published by the tax administrator in a manner accessible remotely, the Buyer will not be in arrears in terms of invoice payments. In the event that the Seller becomes an unreliable payer within the meaning of Act No. 235/2004 Coll. for value added tax, this reason is deemed as a cause for withdrawal from the Contract on behalf of the Buyer. Invoices for services which have already been provided/ goods already delivered, will be paid in such a manner ensuring that a portion of the invoices of the Seller corresponding to the level of VAT will be paid directly into the account of the tax administrator acting according to § 109a of act No. 235/2004 Coll., for value added tax; the tax base will be paid to the account of the Seller.

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

§8.

1. If the **Seller** fails to deliver on time all or a part of the ordered quantities of the **Product** agreed upon pursuant to §4 and §6 of this **Contract**, 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. The amount of contractual penalties for each subsequent day equals to 0.5% of the net value of the **Product** per each day of delay.
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 fourteen (14) days from the day of receipt of the debit note by the **Seller**, unless otherwise agreed by the **Parties**.
3. In the 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.

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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 obligatory blending.
5. In the case of the **Seller's** failure to perform the **Contract** in its entirety or in part, the **Seller** shall pay the **Buyer** a contractual penalty amounting to 20% of the net value of unexecuted deliveries, which does not exclude the **Seller's** obligation to cover the entire amount of other damages incurred by the **Buyer** in relation to the **Seller's** failure to fulfil their obligations under this **Contract**. 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. The lack of delivery includes also the failure to provide the documentation confirming the **Product's** compliance with a relevant certification system, according to the system's requirements, generated in the Internet application referred to in §7(2) of the **Contract**, by the invoice date.
6. In the case of delivery of **Product** which does not meet the quality requirements specified in Annex 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.
7. If the quality of a part of the delivery is questioned, the penalty shall be charged only with regard to the volume of the **Product** which does not meet the quality requirements specified in Annex No. 1 to the **Contract**.
8. In the case of non-performance or the lack of possibility to perform the **Contract** in its entirety or in part by the **Seller** within the agreed time limit or inappropriate performance of the **Contract**, the **Buyer** shall have the right to withdraw from the **Contract** and to charge the **Seller** with costs of performance of the so-called substitute agreement performed by a third party. If the **Seller** covers the costs of performance of the so-called substitute agreement, the **Seller** shall not be charged with the penalty specified in section 5 of this paragraph. In the case of withdrawal from the **Contract** due to reasons attributable to the **Seller**, the withdrawal shall – regardless of its basis – have effect only with regard to the unperformed part of the **Contract**. As a consequence, none of the **Parties** shall be obliged to return the executed deliveries to the other Party within the performance of the subject of the **Contract**.
9. 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.
10. In the case of a delivery of the **Product** accompanied with a certificate of analyses in which quality parameters differ from those specified in this **Contract**, the **Product** shall 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.
11. 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) **“FILL RATE”** indicator – number of delivered m³ divided by the total number of m³ provided for in the schedule for a given month.
 - d) **„The deliveries PoS in time”** indicator – number of PoS document delivered in time according to §7 art. 2 divided by number of all PoS document issued in a given month
 - e) **„Emission control** indicator – number of the Product in m³ delivered with required GHG emission divided by the total number of m³ of the Product in a given month

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

KPI	Value in %
a) Timely deliveries	> 97%
b) Complaints	< 0.2%
c) FILL RATE	> 97%
d) The deliveries PoS in time	> 97%
e) Emission control	> 97%

13. 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 Annex 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.

- The **Parties** shall not bear consequences of a partial or total non-fulfilment of their obligations under this **Contract** caused by Force Majeure.
- Force Majeure shall include events which cannot be predicted nor prevented at the moment of execution of the **Contract** and which are beyond the control of any of the **Parties**, in particular: war, internal disturbances, floods and other natural disasters, restrictions or government decrees or other acts of state authority and administration, excluding changes in regulations governing the trade in bio-components, general strikes officially recognised by trade unions.
- 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.
- A failure to comply with the above-mentioned obligation shall result in a loss of the right to invoke a Force Majeure event.
- The Parties explicitly set forth that the circumstances of the coronavirus epidemic (or pandemic) named SARS CoV-2 (causing the COVID-19 illness, as the virus may occasionally be named), as well as all connected existing or future crisis measures, other measures, general binding statutory provisions, administrative acts or interventions of public bodies of the Czech republic and other states, as well as direct or indirect impacts of said matters on the economic, societal or political situation in the Czech republic or other states, in particular, but not limited to, general limitation on industrial production or provision of services, malfunction of supply chains (e.g. lack or delay of provision from subcontractors), insufficient labor supply or its unavailability including the loss of labor mobility, restriction or delay of feedstock and materials, insufficient financial liquidity or other impacts, change of consumer behavior, regardless of whether these matters had been foreseeable for the Party on the day of signing hereof, shall not be considered a Vis major event according to Art. [.] hereof, (hereinafter referred to as "**Coronavirus impacts**").
The Parties suspend the application of Art. 1765 and following of the new civil code in relation to the Coronavirus impacts and/or in connection with them. The Parties consistent with Art. 1765 para. 2 of the new civil code in relation to the Coronavirus impacts and/or in connection with them overtake the risk of changing circumstances.

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Trade secret protection
§10.

1. The parties to the Contract hereby undertake to maintain confidentiality of all mutually transferred information, including those gained in other way during mutual cooperation in relation to performance of the Work (in any form, i.e. in particular verbal, written or electronical forms) and having the nature of a trade secret and being related, associated or in ownership of one of the parties to the Contract, i.e. not to inform, disclose nor enable access of unauthorized persons and to use the information solely in compliance with the purpose of conclusion of this Contract and performance of the Work. Commercial secret is understood as information pursuant to definition in provision of Section § 504, Act No. 89/2012 Coll., Civil Code, as subsequently amended, i.e. competitively significant, identifiable and appraisable, technical, technological and organizational information or other information having any economic value that is maintained confidential and which is not, as a whole, or precise set and summary thereof, generally known or commonly accessible to persons who commonly deal with such type of information. In case of any doubts, whether certain information constitutes a part of the trade secret, then such information is considered as a part of the trade secret of the party to the Contract.
2. The obligation to maintain confidentiality concerning the information does not apply for information which:
 - was publicly available or disclosed in other way than breaching the stipulated obligations of the receiving party to the Contract at the time of announcement to the receiving party to the Contract or later on;
 - the receiving party to the Contract had demonstrably known before the information was disclosed and did not gain the information under the promise of confidentiality;
 - the receiving party to the Contract had demonstrably gained before the information was disclosed by the third party (except for cases when the disclosure was done by the name of the providing party to the Contract), who was authorized to do so lawfully and who gained the information from the providing party to the Contract; or
 - has been requested from the receiving party to the Contract by law enforcement and criminal justice bodies in order to investigate the criminal activities or by other public authorities in case such an obligation shall arise from the generally binding legal regulations.
3. The parties to the Contract are obliged to maintain confidentiality concerning the information for the whole period of the contractual relation and furthermore for the period of min ten years after its dissolution, termination, expiration or other cancellation of the legal effects of such a relation, unless stipulated otherwise.
4. In case one party to the Contract needs any third party in order to ensure some activities in compliance with this Contract, the party to the Contract is entitled to provide or otherwise disclose this information and/or the part thereof only upon prior written consent of the providing party to the Contract and only on condition that the third party contractually undertakes to protect the information at least to the extent stipulated herein.
5. In case one party to the Contract is required to provide the other party to the Contract with information of a company secret nature (information created by the providing party to the Contract and identified as especially protected type of its trade secret (its designation must contain the watermark „COMPANY SECRET“ including the commercial company of the providing party to the Contract and identification number of the material)), this party undertakes to conclude an independent agreement on disclosure of company secrets with the receiving party to the Contract before the information is disclosed, which stipulates, beyond the scope of this Contract, other rules for protection and processing of the information in question. In case of contradictions between the provisions hereof and the provisions of the agreement on disclosure of company secrets, the provisions of the agreement on disclosure of company secrets shall prevail.
6. Should any party to the Contract breach its obligations to maintain confidentiality regarding the information, then this party to the Contract breaching its obligations shall pay the other party to the Contract a penalty in the amount of CZK 100, 000 (in words: one hundred thousand Czech crowns) for each case of breach. Payment of the contractual penalty does not affect the right of the aggrieved party to the Contract to claim compensation from the other party to the Contract for the provable damage incurred, even damage exceeding the contractual penalty.

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7. Immediately upon dissolution, termination, expiration or other cancellation of the legal effects of such a relation and at any time upon request of the providing party to the Contract, the receiving party to the Contract is obliged to:
- (a) return or destroy all information of trade secret nature provided by the providing party to the Contract, in material for (in particular information stored on computer discs or other electronic media) together with copies of extracts thereof;
 - (b) destroy all analyses, compilations, studies or other document prepared on the basis of information provided by the providing party to the Contract which take into consideration trade secrets of the providing party to the Contract or are based on the information that were disclosed under this Contract, with the exception of cases when the legal regulations, rules, or respective judicial, governmental, supervisory and regulatory authorities require the receiving party to the Contract to maintain such information or except for cases when the information is a part of the organizational records that the receiving party to the Contract must archive pursuant to the law or generally in compliance with the internal policy for record keeping, or in cases when the receiving party to the Contract needs the information in order to perform the Contract, in which case the receiving party to the Contract shall take appropriate measures to maintain confidentiality of this information.

Protection of the image of ORLEN and of the ORLEN Group **§11.**

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. 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.
3. 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.
4. 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 EUR one hundred thousand (EUR 25,000) per each infringement. The payment of the contractual penalty referred to in the sentence above does not limit the right of **ORLEN S.A.** to claim damages against the under general conditions if the value of the suffered damage exceeds the amount of the contractual penalty provided for in the **Contract**.

Final provisions **§12.**

1. The **Contract** begins to bind the **Parties** at the moment in which it is signed.
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 Obligatory blending requirement concerning the content of a specified share of biofuels/biocomponents in the overall volume of fuels in the Czech Republic and CO2 emission saving, 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 system under Directive 2018/2001/EC, as amended by Directive (EU) 2023/2413 (RED III) and any applicable delegated or implementing acts, and Directive 2009/30/EC, 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.
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 fusion, consolidation, acquisition, division, separation, change of control, change of legal status, transformation or restructuring, corporate transaction associated with that enterprise, except receiving prior written consent of **Buyer**. In case the **Seller** performs above action without approval of **Buyer**, or in the event of occurrences, which result in transfer to another entity of the part or whole of the enterprise, to which the **Contract** refers, as well as other entity obtains control over that enterprise, the **Buyer** has the right to terminate the **Contract** with immediate effect, as far as its part which has not been performed by the day of withdrawal is concerned, and to charge the **Seller** with costs of performance of the so-called substitute agreement. In this case, together with termination of the **Contract**, all **Commercial Agreements** are terminated and obligations shall not be continue in the scope of the **Product** not delivered until then. The foregoing does not prejudice the **Parties'** right to withdraw from the **Contract** under conditions regulated in the provisions of the Civil Code.
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 Czech law.
8. Any amendments to this **Contract** shall be null and void unless made in writing.
9. In the case of any disputes related to the performance of the **Contract**, the **Parties** shall make all efforts to resolve them amicably by means of negotiations.
10. If a given dispute is not resolved within fourteen (14) days from the day on which one of the **Parties** received a letter initiating the dispute from the other **Party**, the **Party** initiating the dispute shall be entitled to take the dispute to a common court having jurisdiction over the seat of the **Buyer**.
11. The **Contract** is drawn up in two counterparts, both of them being equally authentic, one for each of the **Parties**.
12. The **Contract** is signed for period of 01.01.20xx – 31.12.20xx and at this time it cannot be terminated by the **Parties**, subject to the **Buyer** rights to cancel or terminate the **Contract** in the cases described in this paragraph.
13. The **Parties** agree to terminate the framework contract No. The effect of the contract termination will be at the time following all deliveries under Commercial Agreements included of this contract.
14. Contact persons for communications between the **Seller** and the **Buyer**, including the determination of the schedule, are specified in Annex No. 3 to the **Contract**.
15. Annexes constitute an integral part of the **Contract**.
16. The **Seller** declares that the installation for the manufacture of ethanol, used for the production of the delivered ethanol, was launched before 5th October 2015.
17. 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

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pages with electronic qualified signatures and may be sent as an electronic photocopy (.pdf) by e-mail.

Annexes:

- No. 1 Requirements and quality specifications
- No. 2 Commercial agreement template
- No. 3 Contact persons
- No. 4 Copy of certificate issued by ISCC EU/ REDcert, or a sustainability certificate valid & recognized by European Commission
- No. 5 Logistic limitation for bioethanol deliveries
- No. 6 Safety conditions applicable for wagons – rail tanks
- No. 7 Declaration of consent for the data to be made available by the carrier.
- No. 8 Confirmation verification suppliers of raw materials for the bioethanol production
- No. 9 Monthly supplier statement confirming origin of goods
- No. 10 List of accredited Laboratory
- No. 11 Information clause for employees or associates of the Tenderer/Contractor/Mandatar/Contracting Party
- No. 12 Anti-corruption clause
- No. 13 The principles of accepting and presenting gifts at ORLEN Unipetrol RPA s.r.o.
- No. 14 Sanction Clauses
- No. 15 Loading/weight Report
- No. 16 Template of Supplier Declaration

Seller:

Buyer:

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Date

Date.....

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Annex No. 1: Requirements and quality specification for Bioethanol regulations and specification for ORLEN Unipetrol RPA s.r.o.

1. Product Specifications A

- Bioethanol quality according to CSN EN 15376 norm:
- Denaturation based on the ordinance No: 141/1997, Annex No: 2, item 1b, to the ACT 353/2003 Coll)
- The Buyer has a right to change requested denaturation. The change of requested denaturation needs to be announced by Buyer at least 30 days before the day of requested day of change and needs to be agreed by both contractual sides by annex of this contract)

2. Product Specifications

1) Fermentative Anhydrous Ethanol undenatured (quality before the denaturation)

Ethanol content + higher saturated alcohols	% wt.	min. 98,7
Water	% wt.	max. 0,3
Higher Mono Alcohols (C3 – C5) content	% wt.	max. 2
Methanol	% wt.	max. 1
Free acids (as acetic acid)	% wt.	max. 0,007
Inorganic chlorine content	mg/kg	max. 1,5
Copper content (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10
Phosphorus	mg/l	max. 0,15
Residue after evaporation (105° C)	mg/100 ml	max. 10
Appearance	-	clear, colorless, without cloud
Sulphate content	mg/kg	max. 3
Electrical conductivity	µS/cm	max. 2,5

2) General denaturing mixture 1b

Petrol (Benzine)	% vol.	min. 14,3
Petroleum (kerosene)	% vol.	min. 28,6
Solvent. Naptha	% vol.	min. 57,1

3) Fermentative anhydrous ethanol fully denatured by General denaturant mixture 1b

Ethanol + higher saturated alcohols content after denaturation	min. % vol.	98,6
Water content after denaturation	max. % wt.	0,3
Appearance after denaturation	-	clear, colorless
Petrol (Benzine) after denaturation	ml/l	min. 1 - 2
Petroleum (kerosine) after denaturation	ml/l	min. 2 - 3
Solvent. Naphtha after denaturation	ml/l	min. 4 - 6
Copper kontent (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10

1. Product Specification B

- Bioethanol quality according to CSN EN 15376 norm:
- Denaturation according to COMMISSION IMPLEMENTING REGULATION (EU) 2016/1867 of 20 October 2016 amending the Annex to Regulation (EC) No. 3199/93 on the mutual recognition of procedures for the complete denaturing of alcohol for the purposes of exemption from excise duty
- The Buyer has a right to change requested denaturation. The change of requested denaturation needs to be announced by Buyer at least 30 days before the day of requested day of change and needs to be agreed by both contractual sides by annex of this contract)

2. Product Specification

1) Fermentative Anhydrous Ethanol undenatured (quality before the denaturation)

Ethanol content + higher saturated alcohols	% wt.	min. 98,7
Water	% wt.	max. 0,3
Higher Mono Alcohols (C3 – C5) content	% wt.	max. 2
Methanol	% wt.	max. 1
Free acids (as acetic acid)	% wt.	max. 0,007
Inorganic chlorine content	mg/kg	max. 1,5
Copper content (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10
Phosphorus	mg/l	max. 0,15
Residue after evaporation (105° C)	mg/100 ml	max. 10
Appearance	-	clear, colorless, without cloud
Sulphate content	mg/kg	max. 3,0
Electrical conductivity	µS/cm	max. 2,5

2) Denaturing mixture 1:1:1

Methyl ethyl ketone (butanone) (MEK)	ml/l	min. 10
Isopropyl alcohol (IPA)	ml/l	min. 10
Denatonium benzoate	mg/l	min. 10

3) Fermentative anhydrous ethanol fully denatured by 1:1:1 mixture

Ethanol + higher saturated alcohols content after denaturation	% wt.	min. 96,85
Water content after denaturation	max. % wt.	0,3
Appearance after denaturation	-	clear, colorless
Methyl ethyl ketone (butanone) (MEK)	ml/l	10-12
Isopropyl alcohol (IPA)	ml/l	10-12
Denatonium benzoate	mg/l	10-12
Copper content (Cu)	mg/kg	max. 0,1
Sulphur (S)	mg/kg	max. 10

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Annex No. 2 Commercial agreement template

Commercial Agreement No.

to Framework Contract No. dated

concluded in Litvinov between:

ORLEN UNIPETROL RPA s.r.o. with its registered office at Záluží 1, 436 70 Litvínov, Czech Republic, registered in the Commercial Register conducted by the Regional Court in Ústí nad Labem, Section C, Entry No. 24430 , VAT number: CZ699000139, Tax number: CZ27597075, represented by:

Represented by:

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

and

.....

represented by:

.....

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

The Parties hereby agree as follows:

WHEREAS:

On dd Month Yyyy, **Parties** concluded a Framework Contract No. (“**Contract**”), under which defined the general terms of purchase of bioethanol for period of year 2024 and 2025. 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 quantitym3 of the **Product** at the temperature 20°C with GHG emission CO2eq/MJ (in accordance with the **Product** properties determined in Annex No. 1 to the **Contract**) to the **Buyer** in the period from 01.01.2026 to 31.12.2026, and the **Buyer** shall accept the **Product** in accordance with §4 of the **Contract**, subject to the flexibility clause referred to point 3 the **Commercial Agreement**. The **Seller** is obliged to supply the **Buyer** with the **Product** featuring the maximum weighted average GHG emission
2. s per month at the level of g CO2eq/MJ. The feedstock is
3. The **Seller** undertakes to deliver the **Product** in the quantity, the saving of GHG emissions and for the price consistent with those specified in the **Commercial Agreement**, in accordance with the conditions under the **Contract**.

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4. The **Buyer** reserves the right to change monthly **Product** quantities with flexibility determined as follows:

- a) +/-30% to the monthly quantities determined in Commercial Agreement to the Contract.
- b) Buyers has right to cancel 1 train per half year to be declared one month before the month of delivery

Whether or not the **Buyer** exercises his right to change **Product** quantity to be delivered in a given month, the delivery quantities for the remaining months determined in § 1 (5) this **Commercial Agreement** shall remain unaffected, however, the quantity referred to in § 1 (1) will be reduced or increased according to applied flexibility.. 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 +30% 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.

Flexibility details:

.....

- 5. The price for delivered **Product** will be calculated according to Price formula (net price)
- 6. Price of Product shall be calculated in EUR per m3 at 20°C (L20)

$$A = C + D + E + T1/T2$$

where:

C – Average of month low daily average quotations Platt's Barges FOB Rotterdam Fuel Grade Ethanol T2 in the month of delivery
D – Premium/discount FCA supplier
E - Denaturation
T1 - transport costs Litvinov
T2 – transport costs Kralupy

$$\begin{aligned} D &= /m3 \\ E &= /m3 \\ T &= Kralupy /m3 \\ T &= Litvinov /m3 \end{aligned}$$

- 7. Deliveries will be made on the DAP Buyer in accordance with the INCOTERMS 2020 and the transport cost for individual railway compartments are determined based on the amount specified by the Buyer in the monthly schedule.
- 8. The following quantities are estimated for period 1.1.2026 – 31.12.2026:

M01	M02	M03	M04	M05	M06	M07	M08	M09	M10	M11	M12	Total volume [m3]
0	0	0	0	0	0	0	0	0	0	0	0	0

The final estimated monthly volume will be sent via email until the end of November 2025.
Monthly volume is an illustrative and may vary each month.
Seller's RTC's are allowed to stay in Buyer's premises up to 10 to 14 days after delivery.

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9. The **Buyer** shall make payments by bank transfer within ... days from the receipt of a correctly issued VAT invoice for **Deliveries settlement period**, provided that the **Product** delivery is completed as per contractual provisions together with necessary documents. VAT invoice for executed deliveries will be issued after **Deliveries settlement period** in the period of time resulting from the law being in force.

Final provisions §2.

In matters not regulated by this **Commercial Agreement**, the provisions of the **Contract** shall apply.

1. If the Buyer uses the right of withdrawal or termination of the contract with immediate effect in accordance with its terms, the effect of withdrawal or termination shall also apply to the part of the Commercial Agreement, which is not executed at the time of withdrawal.
2. In case of conflict contents of this **Commercial Agreement** with the contents of the **Contract** (including its annex) shall apply provisions of this **Commercial Agreement**.
3. The **Commercial Agreement** is drawn up in two counterparts, both of them being equally authentic, one for each of the **Parties**.
4. Terms not otherwise defined in this **Commercial Agreement** are defined in the **Contract**.
5. 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.

Seller:

Buyer:

.....

.....

.....

.....

Date:

Date:

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Annex No. 3 Contact persons

Contact persons of Buyer:

Oldřich Hotový
ORLEN Unipetrol RPA s.r.o.
436 70 Litvínov-Záluží 1
Czech Republic
M: +420 736 507 870
Oldrich.Hotovy@orlenunipetrol.cz

Jana Juhasová
ORLEN Unipetrol RPA s.r.o.
436 70 Litvínov-Záluží 1
Czech Republic
Phone No: +420 476 163 319, mobile: +420 737 273 796
Jana.Juhasova@orlenunipetrol.cz

Contact persons of Logistics:

Juraj Margoč
Primary Logistics Manager
Phone: +420 312 887 336
Juraj.Margoc@orlenunipetrol.cz

Libuše Haberzettlová
Feedstock Specialist
Phone: +420 476 163 290
Libuse.Haberzettlova@orlenunipetrol.cz

Contact person of Seller:

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Annex No. 4 Copy of certificate issued by ISCC EU/ REDcert valid & recognized by European Commission

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Annex No. 5 Logistic limitation for bioethanol deliveries

ORLEN UNIPETROL RPA s.r.o.	Depots	Frequency of deliveries	Quantities for single delivery	Min Quantity of delivery [m3]	Max Quantity of delivery [m3]	Mean of transport	Opening hours
Litvínov refinery	ORLEN UNIPETROL RPA s.r.o. For railway bill: Most Nové nádraží Station no.: 54-533794 Anschlussgleis / AGL: UNIPETROL RPA s.r.o. Litvínov / 720847	1 - 6 times /month	Block train Partial delivery	1 RTC	Block train	rail	24h
Kralupy refinery	ORLEN UNIPETROL RPA, s.r.o. Záluží 1, 436 70 Litvínov For railway bill: Kralupy nad Vltavou Station no.: 54-543967 Anschlussgleis / AGL: Kaučuk základní závod / 620 526	1 - 6 times /month	Block train Partial delivery	2 RTC's	Block train	rail	24h

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Annex No. 6 Safety conditions applicable for wagons – rail tanks

1. APPLICABLE REGULATIONS CONCERNING SAFETY AND OPERATION OF RAIL TANKS:

- RID Regulations concerning the international carriage of dangerous goods.
- To wagon-tanks regulations of the Transport Technical Supervision apply.

2. TECHNICAL REQUIREMENTS.

- 2.1. The reservoir of the tank must be made of appropriate metals which must be resistant to brittle fracture and stress corrosion in a temperature range of -20°C to $+50^{\circ}\text{C}$, unless other temperature range is determined in specific provisions referring to particular classes.
- 2.2. All parts of a wagon-tank intended for transporting liquid materials with a flash point which does not exceed 60°C as well as combustible gases must be linked with the chassis in an electrically conductive manner, although it must be possible to earth then.

3. FITTINGS OF THE RESERVOIR of a wagon-tank must be installed in such a manner as to ensure that, during transportation and reloading, particular parts are not susceptible to detachment or damage. In particular:

- they must ensure the same security level as the reservoir,
- airtightness of the fittings must be guaranteed even if the wagon-tank overturns.
- in the case of tanks emptied from below, the reservoir must be equipped with two independent closings located one behind the other; the first one must be an internal shut-off assembly attached to the inside wall of the reservoir, while the other must be a valve or an analogous device installed on each end of the emptying pipe.
- In the event of damage to the external devices activating the release, the internal closing must be operational.
- the reservoir of a wagon-tank should be equipped with a vent valve and a safety valve.

4. MARKING

- 4.1. On the reservoir, there must be a permanently attached table with the reservoir data, in particular:
 - type-approval number,
 - name or sign of the manufacturer,
 - serial number,
 - year of manufacture,
 - test pressure (overpressure),
 - reservoir capacity,
 - date (month and year) of the acceptance text and of the last periodic test,
 - stamp of the expert having conducted the tests
- 4.2. On each side of a wagon-tank, the following data must be placed:
 - name of the owner or user,
 - reservoir capacity,
 - unladen mass of the wagon-tank,
 - load limit resulting from the characteristics of the wagon and properties of the railway line,
 - tank code,
 - alpha-numeric codes of all the applied special TC, TE and TA provisions
 - date (month and year) of the next test.
- 4.3. Wagons-tanks must have appropriate warning labels and orange tables with the following numbers: hazard identification number and UN number. In case of missing or damaged or incorrect labels, penalty might apply.

5. GENERAL TECHNICAL CONDITION

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Wagons-tanks cannot display any visible damage to the tank or fittings, cannot be covered with flammable and/or slippery substances posing a danger in the case of a fire or a threat to the servicing personnel.

6. RELEASE TO SERVICE ON THE PREMISES OF THE FUEL BASE

Wagons-tanks which do not meet the conditions specified in points 2-5 cannot be used (filled, emptied) in fuel bases.

7. USAGE

7.1. Reservoirs of wagons-tanks may be filled only with the material for the transport of which they were approved. The weight of the load after the filling of the reservoir is completed cannot exceed the value specified for a given railway track class;

7.2 During transport, empty, unclean reservoirs must be closed as tightly as when loaded; they also must be marked in the same manner.

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Annex No. 7 Declaration of consent for the data to be made available by the carrier

Declaration

< **name of the Deliverer** > agrees for the following data related to the execution of Deliveries for the ORLEN Unipetrol RPA s.r.o. to be made available for an indefinite period of time by <**name of the Carrier** > to ORLEN Unipetrol RPA s.r.o.:

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

CC:

1. **Carrier**
2. **ORLEN Unipetrol RPA s.r.o.**
3. **ad acta**

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Annex No. 8 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 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 2018, 2019 and H1.2020 (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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Annex No. 9 Monthly supplier statement confirming origin of goods

MONTHLY SUPPLIER STATEMENT CONFIRMING ORIGIN OF GOODS

Statement No:

.....

Declaration date:

.....

Company Name:

.....

**ORLEN Unipetrol RPA s.r.o.
436 70 Litvínov-Záluží 1
Czech Republic**

Referring to paragraph 6 points. 3 and 10 of the Framework contract and the Commercial agreement No. 1 concluded with ORLEN Unipetrol RPA s.r.o..

I hereby declare that under provided batches of biocomponents **Product** - listed in documents SAD (specified in the Annex to this Declaration) come with Seller own, current production, and they have been produced in accordance with Annex No 1 to the Framework contract / Commercial agreement. The specified number of the tax warehouse corresponds to the place of manufacture of biocomponents specified on the quality certificate presented to ORLEN Unipetrol RPA s.r.o. and attached as Annex No. 4 to the Framework contract.

.....
place, date

.....
Stamp and signature of the
responsible person

Appendix to Statement– Documents list SAD

Delivery month.....

L.p.	Statement No	ARC No for SAD
1		
2		

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Annex No. 10. List of accredited Laboratory

1. OLPP,
2. Hamilton,
3. Polcargo,
4. INIG,
5. Orlen Laboratorium,
6. ITWL,
7. PIMOT
8. SGS Czech Republic

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**Annex No. 11 Information clause for employees or associates of the Tenderer/ Contractor/
Mandatory/Contracting Party**

1. Personal data protection

2. For the purpose of the Contract performance, the parties to the contract have agreed to mutually disclose certain categories of personal data of their employees if necessary and within necessary scope, in particular identification and contact data, in order to implement the subject-matter. Each party to the Contract shall process the personal data disclosed for the party based upon this Contracts as an individual personal data controller solely for the purposes of performance of the Contract and only for the period necessary for execution of the subject-matter, however for the maximum period determined by respective generally binding legal regulations and in compliance with them.
3. The parties to the Contract undertake to process personal data contained in the Contract in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the „Regulation“), with the Act No. 110/2019 Coll., on personal data processing, as subsequently amended and with other valid legal regulations.
4. In case one party to the Contract processes personal data of the second party to the Contract in a position of processor in scope of performance of the Contract within the meaning of art. 4 par. 8 of the Regulation, both parties are obliged to conclude the personal data processing agreement in compliance with art. 28 of the Regulation that shall modify, beyond the frame of this Contract, other rules for protection and processing of the information in question.
5. The parties to the Contract undertake to maintain confidentiality regarding the disclosed personal data and to tie to secrecy obligation all of their employees, cooperating persons in relation to the disclosed personal data, in case the duty of confidentiality has not already been imposed on them by law. The confidentiality obligation shall continue also after termination of the contractual relation. The confidentiality obligation does not apply to personal data, that the party to the Contract is obliged to provide to the third parties pursuant to the law or based upon court decision or administrative action, or to disclosing of personal data for determination, performance or justification of legal claim of the contractual parties, in particular in the court proceedings.
6. The parties to the Contract hereby undertake to take into account nature of the personal data when working with them and always secure the data against coincidental or illegal destruction, loss, modifications or unauthorized accessing. In this respect, the parties to the Contract undertake to assess, in particular, risks of particular personal data disposal and to implement such technical and organizational measures, that would correspond with the given risk represented by personal data processing and with the nature of the personal data to be protected.
7. The Seller undertakes to disclose personal data only for a limited group of employees necessary for implementation of the subject-matter in order to utmost minimize the risk of breaching the security of disclosed personal data.
8. Each party to the Contract independently ensures compliance with the obligation to inform its employees who perform activities in scope of the subject-matter implementation and whose personal data may be disclosed pursuant to art. 2. hereof.
9. In case of contradiction between the stipulations hereof and stipulations of the personal data processing agreement, the stipulations of the personal data processing agreement shall prevail.
10. The method, scope and conditions of processing the personal data of the Seller, its representative or contact persons by the Seller are specified in the document Principles of Personal Data Protection. By signing below, the Seller confirms that prior to signing this contract, he has duly

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read the valid wording of document Principles of Personal Data Protection. This document is available on the Buyer's website here <https://www.ornunipetrolrpa.cz/CS/Stranky/ZASADY-OCHRANY-OSOBNICH-UDAJU.aspx>.

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Annex No. 12 Anti-corruption clause

1. Each and every Party certifies that, in view of performing the present Agreement, it shall exercise due diligence and shall comply with all legal provisions binding on the Parties within the scope of preventing corruption, issued by entitled authorities in Poland and in the territory of the whole European Union, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
2. Each and every Party additionally certifies that, in view of performing the present Agreement, it shall comply with all requirements and internal regulations binding on the Parties with regard to standard of ethical conduct, prevention of corruption, consistent with the law on settlement of transactions, costs and expenses, conflict of interest, granting and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
3. The Parties ensure that, in view of conclusion and performance of the present Agreement, neither/none of the Parties or neither/none of their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or no other person acting on their behalf have/has not made, have/has not proposed, have/has not promised to make and have/has not authorized as well as shall not make, shall not propose and shall not promise to make and shall not authorize to make any payment or another transfer constituting a financial benefit or another benefit or any other benefit directly or indirectly to any of the following:
 - (i) any member of the management board, director or another staff member or agent of a given Party or any business entity controlled by or affiliated with the Parties,
 - (ii) any state 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 there are registered offices of the Parties or any business entity controlled by or affiliated with the Parties;
 - (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 of anyone of the aforementioned; and
 - (v) any other person or entity – in order to obtain their decision, influence or activities which may result in any privilege inconsistent with law or for any other improper purpose if such an activity breaches or breached legal provisions within the scope of prevention of corruption, issued by entitled authorities in Poland and in the territory of the whole European Union, both directly and while acting through the intermediary of business entities controlled by or affiliated with the Parties.
4. The Parties shall be obliged to immediately inform each other about each and every case of breaching provisions of this paragraph. Upon a written request of one of the Parties, the other Party shall provide information and give answers to justified questions of the other Party that will pertain to performance of the present Agreement in accordance with this paragraph.

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5. In order to duly fulfil the obligation referred to above, each and every Party certifies that, in the period of performing the present Agreement, it shall provide each and every person acting in good faith with a possibility of reporting irregularities on an anonymous basis via an electronic mail of the Anonymous Irregularities Reporting System: **anonim@orlen.pl**
6. In case of identifying a suspicion of corrupt activities made in connection with or for the purpose of performing the present Agreement by any representatives of each and every Party, ORLEN Unipetrol RPA s.r.o. reserves the right to conduct an anti-corruption audit of the Supplier/Contracting Party to verify whether the Supplier/Contracting Party complies with provisions of this Paragraph, including in particular to clarify all issues pertaining to a corrupt activity or corrupt activities.

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Annex No. 13 THE PRINCIPLES OF ACCEPTING AND PRESENTING GIFTS AT ORLEN Unipetrol RPA s.r.o.

The principles of accepting and handling out gifts at ORLEN CG were implemented by the decree of the President of the Management Board of ORLEN Unipetrol RPA s.r.o. ,the 14th of February 2019.

Main principles of accepting gifts in ORLEN CG

1. The principles apply to employees of ORLEN CG and persons representing ORLEN CG in relations with representatives of contractors or public administration, including in relations among the companies of the ORLEN Capital Group.
2. Gifts may be considered as income and therefore they are subject to income tax. In exceptional circumstances income obtained as a gift may be exempt from taxation.
3. Without necessity to obtain additional consent, it is allowed to accept some gifts in connection with advertisement in a value not exceeding EUR 15 gross (EUR), it is carried out with the mentioned rules.
4. Meals are acceptable in the company of the contractor's representatives only if their value is limited up to EUR 15 gross(EUR) per person, considering that:
 - a) have an occasional nature and may be offered mutually,
 - b) the person who is inviting and offering the meal, or it's representatives, participates in this meeting,
 - c) no immediate family members, spouse, descendants, ascendants, relatives and family members in a direct line up to the second degree of kinship mentioned in point 1 did not participate in the meal.
5. Invitations to entertainment events, understood as sporting events, theatre performances, concerts or other cultural events up to EUR 15 gross(EUR) are allowed if :
 - a). are of an occasional nature and may be offered on a basis of reciprocity.
 1. the person offering the ticket also intends to participate in the event.
6. The following are acceptable and are not treated as the gift: invitations to events, training courses or workshops conducted by the person handing the invitation as the host, as long as participation in the event is free of charge.
7. Advertising gifts such as pens, notebooks, calendars, other small items are acceptable, if possible with the contractor's logo in a value of not exceeding EUR 15 (EUR) gross.
8. The following principles should be observed when deciding whether to accept the gift:
 - The principle of honest intentions.
 - The circumstances of handling the gift and the gift itself are intended solely to build or strengthen business relations or courtesy.
 - The gift is not intended to have a negative impact on the recipient and his/her objectivity in taking business decisions.

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- The gift handling proposal does not come at a time when the recipient is involved in a decision taking process , the beneficiary of which may be the person handling the gift or a person associated with it.
- The rule of lawfulness.
- The type of gift and the circumstances in which it is given do not violate good customs as well as national, foreign and international legal regulations.
- Principle of proportionality.
- The unit value of the gift is within the acceptable limit and in accordance with adopted standards in given case.
- The gift is given occasionally and is associated with a specific occasion.
- Handling the gift shall not impose any obligation on the recipient or create such appearance.
- The principle of transparency.
- It is not permitted to accept gifts that in the mind of these receiving may be embarrassing because of their value or the feeling to return the gesture or the need to conceal the fact of receiving such gifts from the supervisor or co-workers.

9. Gifts are unacceptable if they meet at least one of the following conditions:

- a) the gift is in the form of cash or a cash equivalent,
- b) the gift is inappropriate,
- c) acceptance of the gift is inconsistent with the anti-corruption policy in force in the ORLEN Capital Group companies or at the counterparty,
- d) the circumstances in which the gift is handled indicate that the handling party expects reciprocal of behavior or the circumstances causes some commitments,
- e) a gift that may give rise to a conflict of interest,
- f) the acceptance of a gift is made conditional on the value or size of the benefits achieved in relation to the level of cooperation.
- g) A gift is given before establishing business relations, unless it is intended to present the core business of the site.

10. For gifts received outside of Czech republic, the provisions of these rules regarding to tax matters apply only to the extent to which Czech tax law is applicable.

11. For tax purposes, the handler should give the recipient information about the value of the gift along with the gift.

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ANNEX NO. 14 SANCTION CLAUSES

1. DEFINITIONS

For the purposes of this appendix, the below terms shall have the following definitions:

- 1.1.1 Sanctions list – list of persons or entities published in connection with the Sanction Provisions on behalf of Sanction Authorities;
- 1.1.2 Sanction Authorities – United Nations; European Union; European Economic Area; European Union and European Economic Area member states; the United States of America; as well as other subjects of a similar character and authorities acting on their behalf in connection with the Sanction Provisions;
- 1.1.3 Sanctioned Entity – an entity which is: (i) included in the Sanctions List (either by name or as part of a particular group); (ii) based in or with its registered office or main centre of activity located in a country subject to the Sanction Provisions; (iii) directly or indirectly dependent on an entity defined in points (i) or (ii) above, or (iv) with which the Sanction Provisions prohibit carrying out transactions;
- 1.1.4 Sanction Provisions – economic sanctions; legislation; trade embargos; prohibitions; restrictive measures; decisions; regulatory orders and other acts, which are implemented, imposed or carried out by the relevant Sanction Authorities.

2. CONTRACTOR DECLARATION

The Contractor declares that on the day of conclusion of the contract, the Client and any subsidiary or parent entities, their undertakings as well as the members of their bodies:

- 2.1.1 are in conformity with the Sanction Provisions;
- 2.1.2 are neither Sanctioned Entities and nor party to any transaction, as a result of which they are likely to be declared a Sanctioned Entity;
- 2.1.3 are neither subject to nor involved in proceedings or a pursuit against them in relation to the Sanction Provisions;
- 2.1.4 were not and are not engaged in a process of avoidance or evasion of the Sanction Provisions.

3. CONTRACTOR OBLIGATIONS

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

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- 3.1.1 should the remuneration defined in the agreement become payable to the Contractor, it will not be made available (directly or indirectly) to a Sanctioned Entity, and neither will it be used by the Sanctioned Entity to obtain an advantage;
- 3.1.2 should the Contractor, its subsidiaries or parent entities, their undertakings or members of their organs become subject to Sanction Provisions which prevent further cooperation, the affected entity shall abstain from any activities which are in contravention with the Sanction Provisions; however, this does not release the Contractor from the obligation of payment of remuneration payable to the other party as per the terms of this Agreement;
- 3.1.3 it conducts its business in accordance with the law, and in particular the Sanction Provisions;
- 3.1.4 its subsidiaries and parent entities, their undertakings as well as the members of their bodies, fulfil the obligations defined in point 3.1.2;
- 3.1.5 it covers all Client damages resulting from claims or other sanctions on the basis of the Sanction Provisions;
- 3.1.6 it notifies the Client regarding the details of proceedings or pursuits conducted against the Contractor, its subsidiaries or parent entities, their undertakings, as well as the members of their bodies in connection with the Sanction Provisions, as well as regarding any steps taken in connection with such proceedings or pursuits, without delay and no later than 2 days after obtaining information of such an occurrence.

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NOTICE nr.:		
of the order nr.:		
Compiled on:		
Compiled by:		
Consignor:		
Place of dispatch:		
Customer:		
Destination:		
Attachments:		Quality certificate European Assessment Document (EAD)
AAD reference code:		
Product:		
Product code (NHM):		

[illegible]

1. To separate decimal places, please use a decimal point character: "."
2. Respect the specified units of measure when entering values
3. Data marked with * are optional
4. Data marked with ** are optional
5. The listed advice attachments are mandatory

Field name	Cell	Explanation
AAD reference code	C28	Unique administrative reference code issued by customs authorities
Product	C30	Name of the transported product
Product code (NHM)	C32	Unique product code based on international standard: Nomenclature Harmonisée Marchandises
Railtankcar nr.	C34	Universal 12-digit railtankcar number
Gross	D34	Total weight of a vehicle and its freight
Nett	E34	Total weight of the goods themselves
Weight in vacuum (mass) *	F34	Total weight of the goods themselves with air buoyancy effect compensated
Volume of ethanol compound before denaturation	G34	Total volume of ethanol compound used for denaturation
Concentration	H34	Concentration of ethanol before denaturation
Volume of ethanol (100% concentration)	I34	Absolut ethanol volume
Denaturant	J34	Total volume of denaturant used for denaturation
Volume of ethanol compound after denaturation	K34	Total volume of ethanol compound before denaturation + Denaturant (column G+J)
Date of dispatch	L34	The date of dispatch in format: "dd.mm.yyyy"

Annex no. 16 Declaration

Affidavit

Company:

Registered:

Represented by:

Declares,

that it is a supplier of ORLEN Unipetrol RPA s.r.o., with its registered office at Záluží 1, 436 70, Litvínov IČO: 27597075, DIČ: CZ699000139, file number: C 24430 kept at the Regional Court in Ústí nad Labem (hereinafter referred to as “Buyer“ or „Unipetrol”)

and that biofuels meeting the sustainability criteria supplied under the relevant applicable contracts for supply of biofuels during theperiod, were not for the purposes of fulfilling the obligation specified in § 19 f sec. 1 of the Act on Air Protection (introduction of the minimum amount of advanced biofuel into free tax circulation) and in § 20 sec.1 of the Act on Air Protection (reduction of greenhouse gas emissions from fuels) nor for fulfillment of a similar obligation in the territory of another Member State of the European Union so far taken into account.

Indate.....

.....
Name of representative

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