Dear Sirs / Madams, **ORLEN Spółka Akcyjna** with its registered office in Płock, ul. Chemików 7, 09-411 Płock, entered into the Register of Entrepreneurs kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register under the KRS number: 0000028860, NIP [Tax ID No.]: 774-00-01454, BDO [Waste Database] No.: 000007103, with share capital / fully paid in capital in the amount of: PLN 1.451.177.561,25; hereinafter referred to as the "**Inviter**", invites you to

SUBJECT MATTER OF THE REQUEST FOR PROPOSAL

A detailed description of the subject of purchase along with quantities, units and requirements of the Inviter is available directly on the CONNECT Platform.

DELIVERY DATE

If the date of delivery is specified as a technical criterion allowing participation in the purchasing procedure (so-called criterion 0/1), this shall at the same time mean that the indicated date of delivery is a requirement that must absolutely be fulfilled, and in the case of non-fulfilment thereof - a given offer shall be rejected and shall not be taken into consideration in further part of the purchasing procedure.

PLACE OF DELIVERY

Poland

OFFER PLACEMENT TIME LIMIT*

** The Inviter may decide about a change of the time limit for placement of offers, which shall be communicated to Tenderers via the CONNECT Platform.*

I. PLACEMENT OF OFFERS

Offers in Polish must be placed only and exclusively on the CONNECT Platform, on the website: https://connect.orlen.pl/ in the form of a scanned document/s and by filling out relevant columns. Offers sent in different form shall not examined and not be taken into consideration while selecting a contracting party. In the case of offers from Tenderers who/which have no registered office or branch in the territory of Poland, the Inviter allows placing offers in English.

The Offer must be legible (that is possible to be read). The Offer shall unequivocally

define offered terms & conditions. We expect exhaustive and unequivocal replies from a Tenderer to all the questions asked in the request for proposal and that the Tenderer will comment on all the issues presented in the request for proposal. These answers should be given in the form of descriptions and where required in tabular form or in the form of appendixes. If any of the requirements of the Tenderer specified in the request for proposal is not fulfilled in part or in entirety, please clearly inform about this fact.

In order to arrange a site inspection, please send a question via the function: ask a question in CONNECT. Please propose a date of the site inspection. In response, the Tenderer shall receive information about the date of the inspection and contact details to a person responsible & liable for Tenderer's participation in the site inspection on the part of ORLEN. A report from the site inspection shall be signed by the Tenderer and Inviter.[1]

We hereby inform you about a possibility of placing partial offers.

The Inviter envisages a *parallel*[1] [2] process of placing offers,
in parallel with a formal and technical offer, the Tenderers shall place a trade offer[3].

Part I: Formal
It is required to give answers to all the criteria specified on the CONNECT Platform in the "Formal and general criteria"[4] (by answering YES or NO or filling out relevant columns or attaching the required documents in PDF) and to make and submit twelve declarations by choosing the option YES or NO (I hereby declare or do not declare), available on the CONNECT Platform.

Providing information about offered prices in this part will **cause disqualification** of the offer.

Part II: Technical (substantive)
The technical part shall be attached on the CONNECT Platform at the criterion CZĘŚĆ TECHNICZNA[5] in the form of a scanned document/s in PDF and by filling out relevant columns on the CONNECT Platform.

Technical criteria which must absolutely be fulfilled (non-fulfilment thereof shall result in rejection of the offer):
The technical part of the offer shall respond to the scope of the request for proposal and

[1] *Delete if a site inspection is not required.*
[2] *Please leave the option chosen.*
[3] *Please leave the option chosen.*
[4] *Enter the relevant formal criteria in CONNECT, which will be subject to assessment 0/1.*
[5] *It is required to complete the name of the criterion from CONNECT, next to which the Tenderer shall attach the technicalpart of the offer.*

include:

A. Name, address, phone, email of the company, as well as last names of persons representing the company.
B. Information about a team preparing an offer and about a person for contact in matters concerning the offer.
C. Unequivocal and complete description of all offered goods along with quantity and unit of measure specified in the request for proposal.
D. Confirmation of fulfilment of the technical criteria specified in the request for proposal, including reference to all the requirements contained in individual criteria.
E. Goods delivery date/time limit (in weeks, counting from a date of receipt by the tenderer of the Order signed by the Inviter [The Order shall mean a potential contract that will be concluded with the Tenderer] or by confirming a date of delivery indicated by the Inviter).
F. Offer validity time limit (recommended 3 months).
G. Country of origin of the Goods and name of manufacturer.
H. Period of warranty for the Goods (in months).

The sequence of the described Goods must be consistent with the sequence presented on the CONNECT Platform.

The offered Goods must be consistent with the legal provisions applicable in the Republic of Poland, including OHS and fire provisions, Polish standards and standards in force in the rest of the European Union.

Providing information about offered prices in this part will **cause disqualification** of the offer.

Part III: Trade

The trade part of the offer shall be attached on the CONNECT Platform at the criterion CZĘŚĆ in the form of a scanned document/s in PDF and by filling out relevant columns in the CONNECT system.

The trade part of the offer shall include:

A. Name, address, phone, email of the company, as well as last names of persons representing the company.

B. Information about a team preparing an offer and about a person for contact in matters concerning the offer.
C. Unequivocal description of all offered goods along with quantity and unit of measure specified in the request for proposal.

and shall specify the following trade criteria:

D. Delivery terms and conditions according to Incoterms 2020, also in the case of domestic deliveries (preferred DDP).[6] [7]
E. Payment time-limit (preferred min. 45, max. 60 days), counting from a date of receipt by ORLEN S.A. of the acceptance/collection report signed by the parties to the Order for a given Order and a relevant invoice, depending on what takes place later.[7]
F. Currency and net price per piece or unit of measure and net value (total value of remuneration for completion of the subject matter of the offer).

Values entered in the CONNECT column must contain all net costs and be consistent with the attached offer.
Failure to provide the information referred to in D), E) or F) above in the offer shall result in rejection of the offer.

Questions/Answers

During preparation of offers, the Tenderer has the right to submit additional questions concerning this request for proposal within the deadline specified on the CONNECT Platform. The questions must be sent via the CONNECT Platform, it is important for the questions asked not to include information allowing to identify the company that has submitted the questions. Based on asked questions, a team from ORLEN S.A. shall prepare consolidated feedback - the same for all Tenderers. If the question includes Tenderer's confidential information, ORLEN S.A. reserves that it will give an answer within the scope in which it might disclose the Tenderer's confidential information, only and exclusively for that Tenderer.

II. ASSESSMENT OF OFFERS AND NEGOTIATIONS

Offers will be opened without participation of the Tenderers. Received offers will be assessed by a designated team of the Inviter in three stages (parallel assessment is possible):
Stage 1 (formal). Verification of consistency of the presented formal part of the offer with the formal criteria (specified in the section "Formal and general criteria" on the CONNECT Platform) and verification of declarations made and submitted by the Tenderer. Assessment 0/1 (fulfils/does not fulfil).

If the result of the assessment is "does not fulfil" (grade "0") for one or more criteria and declarations, the offer shall be disqualified and shall not be subject to further assessment.
Stage 2 (technical). In the case of fulfilment of the formal requirements, technical consistency of the offered Goods with the specific technical criteria described on the

[6] *The criterion allows all Incoterms delivery bases. It is possible to formulate the criterion differently depending on the adopted assumptions for selection of the supplier.*
[7] *It is possible to formulate the criterion differently depending on the adopted assumptions for selection of the supplier.*

CONNECT Platform shall be verified. Assessment 0/1 (fulfils/does not fulfil).
If the result of the assessment is “does not fulfil” (grade “0”) for one or more criteria, the offer shall be disqualified and shall not be subject to further assessment.
Stage 3 (trade). In the case of fulfilment of the formal and technical criteria, the offer shall be assessed in terms of consistency with the specific trade criteria, which means that it will be assessed whether the offer includes all the information required for its part (specified in letters from D) to F)) of the aforementioned description of the trade offer. Assessment 0/1 (fulfils/does not fulfil).
If the result of the assessment is “does not fulfil” (grade “0”) for one or more criteria, the offer shall be disqualified and shall not be subject to further assessment.

ORLEN S.A. reserves the right to call on the Tenderers to complete their offers within the scope which is subject to assessment during the stages form first to third.
ORLEN S.A. reserves the right to carry out additional trade negotiations (including in the form of phone calls, meetings, via Connect or an electronic auction).
In the case of absence of the Tenderer’s representative during direct negotiations, negotiations by phone or not taking part in an electronic auction to which the Tenderer has been invited or in the case of failure to provide a trade offer within the revision time limit determined by the Inviter, provided that the Tenderer has not sent information on resignation from participation in further proceedings beforehand, the Inviter shall consider the offer placed by that Tenderer last time to be final.

III. SELECTION OF A CONTRACTING PARTY/CONTRACTING PARTIES

A contracting party/parties shall be selected from amongst the Tenderers whose offers fulfil all the formal, technical and trade criteria referred to in item II above.
The trade criterion which decides about selection of the contracting party/parties shall be:
- the lowest price for the given Good or Goods from the request for proposal in consideration of other cost drivers, such as terms and conditions of deliveries according to Incoterms, payment deadline (so-called item-wise selection); The Inviter shall inform the Tenderer about the Good or Goods chosen to be purchased; The Tenderer shall have the right to potentially calculate the net price of the given Good or Goods again, and the Inviter shall assess the revised offers again and shall select the most favourable one in line with the criterion laid down in this item III.

The Tenderers shall be informed about considering their offer to be most favourable or about not selecting their offer in a message sent from the CONNECT Platform.

IV. ADDITIONAL INFORMATION FOR THE TENDERER

1. The Tenderers newly registered on the CONNECT Platform shall be obliged to document experience in the area of the offered Goods by presenting references,

certificates, marketing authorisations, in accordance with the requirements set forth by the Inviter in the request for proposal. The said documents shall be attached to the technical part of the offer.

2. The Tenderer is obliged to update its data on an ongoing basis in the Tenderer's account on the CONNECT Platform. Data of the Tenderer in the submitted offer shall be consistent with data of the Tenderer available in the account of the Tenderer on the CONNECT Platform.

3. The Tenderer acknowledges and accepts the fact that individual appendixes to the Order may have electronic form. A list of the appendixes in electronic form shall be provided to the Tenderer prior to signing the Order, via the CONNECT Purchasing Platform (tab "Questions/Answers" or as an appendix to the request for proposal).

4. The payments stemming from the Order shall be made in the split payment mechanism referred to in the Act of 11 March 2004 on Value Added Tax (consolidated text, Journal of Laws of 2022, item 931, as amended). The text of the clause which, in the case of concluding the Order with the Tenderer will form part thereof, is available in **Appendix No. 2** hereto.

5. A selected contracting party is obliged to apply the warehouse requirements attached as **Appendix No. 4** hereto. In the case of concluding the Order with the Tenderer, the aforesaid appendix shall form part thereof.

6. By placing the offer, the Tenderer declares to have got acquainted with the guidelines and dispositions concerning organisation of material and individual traffic at ORLEN S.A., which are attached as the following appendixes hereto: **Appendix No. 5.** Extract for guidelines of the Director of the Control and Safety & Security Office to organisation of individual traffic in ORLEN S.A. for external entities version 5.0 of 1 August 2023;
Appendix No. 6. Extract from Operational Disposition No. 16/2023/GC of 28 July 2023 concerning: introduction of the Instruction on individual traffic at ORLEN S.A.;
Appendix No. 7. Guidelines of the Director of the Control and Safety & Security Office on organization of material movement in ORLEN S.A. version 2.2 of July 4, 2023;
Appendix No. 8. Instruction on material traffic at ORLEN S.A. of 27 December 2021.

   In the case of concluding the Order with the Tenderer, the aforesaid appendixes shall form part thereof.

   ATTENTION: Due to the entry in the Register of Entrepreneurs of the National Court Register of an amendment to the Company's Articles of Association, containing a change in the name of the company, it is stated that in a situation where the company (name) Polski Koncern Naftowy ORLEN Spółka Akcyjna or PKN ORLEN S.A. has been used in the KRS Register of Entrepreneurs, it should be understood as a new company (name) ORLEN S.A.

ATTENTION: In accordance with the Guidelines of the Director of the Control and Safety & Security Office on Organization of Material Movement in ORLEN S.A. version 2.2 of 4 July 2023.

1. Depending on weight of a parcel:

- parcels up to 30 kg (each separately) - recipient shall be obliged to collect it outside the premises of a Protected Facility, and then issue a material pass. Parcels can be brought by a courier into the premises of a Protected Facility on the basis of an individual consent of the Director of the Physical Security Department or person authorized by him/her.
- parcels over 30 kg - can be brought by a courier into the premises of a Protected Facility on the basis of an issued material pass.

2. The rules described in section 1 do not refer to deliveries to warehouses or organizational units of ORLEN S.A. and Companies. In case of possessing parcels to other external recipients, a deliverer shall be obliged first to release parcels to other recipients, in accordance with entries of section 1, and only then to enter the premises of a Protected Facility.
3. A deliverer shall be obliged to leave the premises of a Protected Facility without parcels.

It is acceptable for a deliverer to leave a Protected Facility with other parcels sent by organizational units of ORLEN S.A. and Companies on the basis of separate material passes.

Deviation from this procedure shall require a consent of the Director of the Physical Security Department or person authorized by him/her.

4. Collection of each parcel from a courier company shall take place on the basis of a material pass issued by the Pass Office at Gate No. 10.

7. If the Inviter informs the Tenderer that as a result of the conducted assessment of the Tenderer's financial standing it has obtained an unsatisfactory grade in this regard, ORLEN S.A. reserves the right to demand from the Tenderer, in the event of selecting its offer, a security in the form of bank or insurance guarantee submitted for the term of the Order and for the period of the granted guarantee of quality.

8. ORLEN S.A. reserves the right to price negotiations with one or more tenderers at the same time, provided that such tenderers have fulfilled all the formal, technical and trade criteria, referred to in item II above. If in "III. Selection of a Contracting Party/Parties" the possibility of item-wise selection has been reserved, ORLEN

   S.A. reserves the right to conclude the Order with more than one contracting party selected within negotiations, with the reservation that the scope of the Order may include entirety or part of the scope of the offer placed.

9. ORLEN S.A. reserves the right to finish the proceedings carried out to select the contracting party in spite of the fact that no offer has been chosen without stating reasons. In this respect, the Tenderers shall not be entitled to any claims against the Inviter.

10. This request for proposal is an invitation to negotiate within the meaning of Article

72 of the Civil Code and therefore the provisions of the Civil Code concerning an offer (in particular Article 66 of the Civil Code et seq.) shall not apply.

11. ORLEN S.A. reserves the right to refuse to issue references without giving reasons.

12. Only persons duly authorised under a relevant power of attorney to act on behalf of ORLEN S.A. may confirm the agreed terms and conditions of the Order (contract) by concluding the Order.

13. The Inviter and the Tenderer exclude the application of Article 72 § 1 of the Civil Code, in accordance with which the contract (Order) is entered into if the parties reach an agreement as to all the provisions thereof, which were the subject matter of negotiations. The Inviter and the Tenderer confirm that the contract (Order) shall potentially be concluded upon it being signed by the persons entitled to represent each of the parties.

14. The Tenderer bears all costs related to the preparation and submission of the offer, both by itself and by other persons engaged by it. If mandatory provisions of the law do not provide for otherwise, ORLEN S.A. shall not bear responsibility & liability towards the Tenderers, their subcontractors or other third persons for any and all damage, including expenses, losses or obligations related to any proceeding aimed at selecting the tenderer, carried out by ORLEN S.A.

15. During and after the end of the proceeding carried out by ORLEN S.A. on the basis hereof, the Tenderers shall not be entitled to any appeal whatsoever.

16. The Tenderer being a natural person conducting economic activity, including a partner of a civil-law partnership should read the information clause attached as **Appendix No. 9** hereto.

V. INFORMATION PROTECTION CLAUSE

1. The Tenderer undertakes to keep secret any and all information contained herein, as well as information obtained during or in connection with the proceeding conducted on the basis hereof (including information concerning: the fact of inviting the Tenderer to participate in the aforesaid proceeding, place an offer, carry out trade negotiations and conclude contracts) and not to use such Information for purposes other than participation of the tenderer in the foregoing proceeding, and also not to make it available to third persons without prior, written consent of ORLEN S.A. The obligation to keep secret the information shall be binding during the term of the aforementioned proceeding, as well as for a period of 3 years from the end thereof.
2. In the case of a necessity to provide the Tenderer by ORLEN S.A. with information forming in ORLEN S.A. Business Secret or Secret of the ORLEN S.A. Company understood as a particularly protected kind of Business Secret, the Inviter and the Tenderer shall be obliged, before provision of this information, to conclude a separate contract determining rules on its processing and protection.
3. In the case when in connection with the proceeding carried out on the basis hereof it

becomes necessary to grant access to or provide to the Contractor any personal data within the meaning of the binding provisions on personal data protection, the Tenderer shall be obliged to conclude, with ORLEN S.A. before starting to process such personal data, a relevant separate agreement, the subject matter thereof shall include rules and conditions of protection and processing this data.

4. If it is necessary to acquire offers from subcontractors, the Tenderer may provide them with information referred to in sub-item 1 above only within the scope required to acquire these offers, at the same time obligating such subcontractors to keep confidentiality on the terms described in this item V.

VI. PERSON/ENTITY IN CHARGE OF CONDUCTING THE PROCEEDING

Agnieszka Podgórska
Senior Specialist
Team for Technical Purchases in the Electrical and Automatic Sectors
Obszar Zakupów [Purchasing Business Unit]
ORLEN S.A.
ul. Bielańska 12, 00-085 Warszawa
phone: **0048 22 677 35 34**

email: agnieszka.podgorska@orlen.pl

VII. APPENDIXES[8]

1. GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of ORLEN Spółka Akcyjna - General Terms and Conditions for Purchase Rev. 111/2012 06/12/2012.
2. Amendments and clauses to "GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND PURCHASE OF GOODS AND PROVISION OF SERVICES of ORLEN Spółka Akcyjna - General Terms and Conditions for Purchase Rev. III/2012 6 December 2012".
3. A declaration on Beneficial Owner.
4. Requirements connected with receipt of the Goods to a warehouse of ORLEN S.A.
5. Extract for guidelines of the Director of the Control and Safety & Security Office to organisation of individual traffic in ORLEN S.A. for external entities version 2.2 of July 4, 2023.
7. Extract from Operational Disposition No. 6/2023/GC of 28 July 2023 concerning: introduction of the Instruction on individual traffic at ORLEN S.A.
8. Guidelines of the Director of the Control and Safety & Security Office on organization of material movement in ORLEN S.A. version 2.1 of June 30, 2022.

[8] *Each time it is required to verify whether the appendixes are valid and complete.*

9. Instruction on material traffic at ORLEN S.A. of 27 December 2021.
10. Information clause for the Tenderer.
11. Declaration of Bidder-sanction provisions

Please note: Take into consideration the additional requirements depending on the specificity of purchase, i.e.: OHS, Environmental Protection (e.g. packaging such as pallets, drums), fire regulations, Process and IT Safety and Security *(if required)*.