



**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF THE GOODS
AND
PURCHASE OF THE GOODS AND PROVISION OF SERVICES
ORLEN Spółka Akcyjna
GTC Rev. [December 2022]**

These General Terms and Conditions for the Purchase of the Goods and Provision of the Services of ORLEN Spółka Akcyjna (hereinafter referred to as "General Terms and Conditions"), together with the Agreement and all annexes thereto, constitute a uniform Agreement entered into by and between the Parties. Any and all references to the Seller's quotations or proposals, both binding and non-binding, do not mean the acceptance of any of the terms and conditions or reservations included in these documents, if not clearly approved in the Agreement. In the event of any discrepancies between the substance of the Agreement and the General Terms and Conditions, the substance of the Agreement is binding on the Parties.

These General Terms and Conditions are subdivided into articles, paragraphs and clauses, the subdivision being for reference purposes and not affecting the interpretation of these General Terms and Conditions.

Definitions:

"Buyer" – means ORLEN Spółka Akcyjna, with its registered office in Płock, ul. Chemików 7, 09-411 Płock, entered in the National Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register under KRS: 0000028860, NIP: 774-00-01-454, BDO: 000007103, VAT-EU: PL7740001454, share capital/paid-in capital:
PLN 1,451,177,561.25,

"The Contractor" – means the entity, with which the Buyer has executed the Agreement.

"Agreement" – means an agreement entered into by and between the Seller and the Buyer, including the annexes thereto and the General Terms and Conditions

"Goods" – tangible goods (including requisite equipment, auxiliary materials, documentation and others), the sale and delivery of which constitute the Agreement subject matter,

"Service" – services provided on an ancillary basis to the sale and delivery of the Goods, in relation to the need for assembly, installation, training in the use or ongoing servicing or preparation for use by the Buyer.

Article 1: TERMS AND CONDITIONS FOR ENTERING INTO THE AGREEMENT

- 1.1. The Seller and the Buyer may enter into the Agreement by any means, including by the Seller's acceptance of the quotation sent by the Buyer unless otherwise provided for in the Agreement; the Agreement is to be entered into by sending, within seven (7) working days of receipt of the Agreement, a copy thereof signed by persons authorised to act on behalf of the Seller. Irrespective of the foregoing, if the Seller does not agree to the acceptance of the quotations, it is to notify the Buyer of the fact in documentary form within three (3) days of receipt of the quotation. Entering into the Agreement signifies the acceptance of all amendments and supplementations to the Seller's quotation made by the Buyer and acceptance of the performance of the Agreement on the terms and conditions contained therein and the General Terms and Conditions. Unless otherwise provided for by mandatory legal provisions and the Agreement, the quotation may be accepted by the Seller by means of a statement made by e-mail before the signed copy is returned.

Article 2: TERMS AND CONDITIONS FOR THE PERFORMANCE OF THE AGREEMENT

- 2.1. The Seller will immediately notify the Buyer of any situation that may affect the timely delivery of the Goods and/or Services. However, such notification will not release the Seller from the obligations specified in the Agreement. The Buyer has the right to conduct, at its own cost and upon notification submitted three (3) days in advance, an inspection the purpose of which is to verify the progress of the performance of the Agreement by the Seller.
- 2.2. At the latest one (1) working day before the date of delivery, the Seller is to send the Buyer a despatch advice stating the following: Agreement number, method and projected date of delivery, despatch specification including the number, weight, dimensions and content of packages and any instructions requisite for the proper transport and unloading of the Goods.
- 2.3. The following documents should be delivered with the Goods (irrespective of the documents for settlement purposes by and between the Parties, sent by the Seller by post, also electronically):
 - inventory issue document
 - Agreement no.
 - shipping specification including the number, weight, dimensions and content of packages and transport requirements
 - complete technical documentation requisite for the proper installation of the Goods at the place of use and correct commissioning, operation and maintenance, including i.a. construction drawings and assembly drawings with the requisite details of mechanical, control and measurement, electrical, etc. parts,
 - material approvals, certificates of analysis, tests and approvals required under Polish and EU legislation,
 - instructions for the proper storage of the Goods.
- 2.4. The date of delivery is to be construed as the date on which the Goods are handed over to the Buyer at the place specified in the Agreement or General Terms and Conditions and this fact is acknowledged by the Buyer by means of an handover and acceptance report or document confirming the actual delivery of the Goods.
- 2.5. Any alteration to the delivery date agreed in the Agreement must be made in documentary form or will be null and void otherwise.
- 2.6. Unless otherwise agreed in the Agreement, partial deliveries require the documentary consent from the Buyer. Unless otherwise agreed in the Agreement as regards partial deliveries, the delivery date is the date of performance (handover to the Buyer) of the last partial delivery.
- 2.7. The Goods are not deemed to have been delivered if all the documents requisite for dispatch, as well as the necessary documentation and certificates, have not been delivered to the Buyer in the manner agreed in the Agreement so that the Buyer may familiarise itself with the contents thereof.
- 2.8. Unless otherwise specified in the Agreement as regards imported Goods, the Seller is responsible for releasing the Goods for circulation in the customs territory of the European Union, in accordance with applicable legislation, and for presenting to the Buyer documents confirming customs clearance, payment of customs duty and import VAT. It is admissible to include the Seller's statement that the Goods have been cleared through customs and are in free circulation in the EU, that customs duty and import VAT have been paid on the invoice documenting the delivery of the imported Goods or on the invoice documenting the intra-Community delivery of the Goods.
- 2.9. Unless otherwise specified in the Agreement as regards the delivery of the Goods from the territory of the European Union, the Seller is obliged to fulfil all requirements under EU law, in particular those related to INTRASTAT and VAT and excise duty.
- 2.10. In the event of the delivery of the Goods within the framework of intra-Community triangular supplies, the Seller, before the date of the first delivery of the Goods, is obliged to send to the Buyer such information (in written or electronic form) as may be related to the intention to use the simplified procedure for VAT settlements.
- 2.11. If the delivery of the Goods or provision of the Services is related to the Seller's access to the Buyer's production facility, the Seller agrees and undertakes to familiarise itself and comply with the provisions of excerpts from the current Ordinances concerning the personnel and material traffic in ORLEN S.A., being an annex to the Agreement.
- 2.12. If it stems from the circumstances that the Seller will not perform the Agreement within the agreed period, the Buyer has the right to withdraw from the Agreement with immediate effect. This right may be exercised up to (ninety) 90 days from the date of delivery indicated in the Agreement.

- 2.13. The Seller is obliged to have a third party insurance policy valid for the duration of the delivery of the Goods or performance of the Service, covering damage resulting from the improper performance of the Agreement subject matter.

Article 3: PAYMENT

- 3.1. The payment resulting from the Agreement will be made in the split payment mechanism referred to in the VAT Act of 11 March 2004 (consolidated text Polish Journal of Laws of 2022, item 931 as amended), only to the bank account indicated by the Seller and included in the list of VAT taxable persons maintained by a competent administrative body ("White List"). This applies both to bank accounts in PLN and to bank accounts in foreign currencies.
- 3.2. If it is not possible to make the payment in the manner indicated in Clause 3.1 above due to the following:
i) no bank account number indicated by the Seller in the White List, or
ii) no bank account number in PLN indicated by the Seller as appropriate for the payment of a part of the gross price corresponding to VAT, as indicated in the White List (it applies to cases when the Seller indicates the bank account in a foreign currency for paying the net price),
- 3.3. ORLEN S.A. will be entitled to withhold payments to the Seller, respectively of: the remuneration (in the case indicated in Clause (3.1) or the part of the remuneration corresponding to VAT (in the case indicated in Clause (3.2.))

In the situation indicated in Clause 3.2. above, the payment will be made no later than within seven (7) working days from (respectively): the day after the Seller provides ORLEN S.A. with information on its bank account number being included on the White List (in the case referred to in Clause 3.2(i) above) or the day after the Seller provides ORLEN S.A. with information on its bank account number in Polish zloty presented on the White List (in the case referred to in Clause 3.2(ii) above).

- 3.4. The Parties agree that the circumstances referred to in Clause 3.2. above release ORLEN S.A. from the obligation to pay default interest for the period between the payment date set in the agreement and the date on which ORLEN S.A. makes the payment referred to in clause 3 above to the Seller.

Article 4: VAT AND INVOICES

Apart from meeting the statutory requirements, a correct invoice should include the following information:

- volume of the Goods (type of Service) and the net and gross unit prices of respective items. Each and every item in the Agreement should be specified on the invoice in the same manner as in the Agreement
 - description of the Goods (Goods and Services) or reference to the relevant items in the specification attached to the invoice,
 - Buyer's Agreement number,

 - terms and conditions and payment term of forty five (45) days counted from the date the invoice is received by ORLEN S.A., unless otherwise agreed by the parties in the Agreement,
 - correct and valid Seller's VAT identification number (VAT-EU number),
 - declaration mentioned in Art. II(2.8) of these General Terms and Conditions, unless the declaration is a separate document,
 - CN code of the Goods,
 - additional data resulting from the substance of the Agreement.
- 4.1. Subject to Clause 4.2. below, the invoice will be sent as a printout on one side of a page, on plain paper, preferably white, typed, free of any hand-written entries, unnecessary stamps or impurities. in an envelope with an annotation "FAKTURA" ("INVOICE"). To the following address:

ORLEN S.A.
ul. Chemików 7,
09-411 Płock.

- 4.2. Pursuant to separate arrangements, the Buyer provides for the possibility to submit invoices in electronic form. Signing and sending of the arrangements (Annex to the Agreement) will be equivalent to the Seller accepting the submission of invoices to the Buyer electronically.
- 4.3. The Buyer represents that it is an active VAT payer under NIP (tax identification number): 774-00-01-454. As for intra-Community transactions, the Buyer's VAT-EU number is PL7740001454.
- 4.4. The Seller represents that it is an active VAT payer operating under NIP (tax identification number) which is to be indicated for the Agreement/or is a VAT-exempt payer, which it will confirm before signing the Agreement. As for each and every intra-Community transaction, the Seller is obliged to indicate the VAT-EU number for the Agreement.
- 4.5. The Buyer authorises the Seller to issue VAT invoices without the authorised person's signature.
- 4.6. Without the Buyer's written consent, the Seller may not assign (transfer) to a third person a claim including the obligation to pay remuneration for the provision of services under the Agreement.
- 4.7. By issuing the invoice, the Seller represents that it is entitled to issue invoices pursuant to the tax law provisions. If the Seller is a domestic entity, the Seller is to guarantee and assume liability for the correctness of VAT rates applied; this means that should the Buyer's right to deduct the tax be challenged by tax authorities based on the provisions according to which a specific transaction is not subject to taxation or is tax-exempt, the Seller, on the written request of the Buyer and within the time limit indicated in such a request, will correct the invoice properly and reimburse to the Buyer the resulting difference, within twenty one (21) days from serving such a request. Where the Seller refuses to issue a corrective invoice, the Seller is to return to the Buyer an equivalent of the VAT paid as questioned by tax authorities based on an accounting note issued by the Buyer within twenty one (21) days from its serving on the Seller. In any case, the Seller will also return to the Buyer an equivalent amount of sanctions, interest, penalties and other additional charges incurred by the Buyer or charged by tax authorities, on the same conditions as specified in the foregoing sentence.
- 4.8. If the Seller is a domestic entity, the Seller is obliged to archive copies of invoices issued for its services being a basis for the Buyer to deduct from the due VAT the amount of the VAT charged on delivery of the Goods or provision of the Services. Where the foregoing obligation is not fulfilled or where the copy of the VAT invoice archived by the Seller contains data other than that contained in the original provided to the Buyer or is incorrect from a formal, legal or substantial perspective, the Seller is obliged to reimburse the total loss suffered by the Buyer in relation to the calculation of its tax liabilities, including any sanctions or interest imposed on the Buyer by tax authorities proportionally to the amounts charged by tax authorities.
- 4.9. Acting pursuant to Article 4c of the Act of 8 March 2013 on prevention of excessive delays in commercial transactions (Polish Journal of Laws of 2021, item 424, as amended), the Buyer represents that it has the status of a large entrepreneur.
- 4.10.

Article 5: INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Seller warrants that there are no valid patents or other industrial property rights, copyrights and related rights or know-how of third parties which might be infringed upon by the Buyer as a result of the use or disposal of the purchased Goods or the use of the Services.
- 5.2. The Seller hereby agrees and undertakes to defend, hold harmless and indemnify the Buyer in the event that the Buyer is charged with any allegations, objections or claims by third parties in relation to the infringement of the rights indicated in Paragraph 5.1 above, and to pay to the Buyer all potential costs and expenses (including the attorney's fees) and damages awarded against the Buyer.
- 5.3. If the Agreement specifies that its subject matter also includes the provision of any documentation or other materials constituting a work within the meaning of the Act of 4 February 1994 on copyright and related rights (the "Documentation"), the following provisions apply accordingly:
 - 5.3.1. The Seller agrees and undertakes to provide the Documentation as specified in the Agreement.
 - 5.3.2. The Seller represents and warrants that it is entitled to proprietary copyright to the Documentation, not limited by or encumbered with third-party rights.
 - 5.3.3. As of the date of transfer of the Documentation, the Seller transfers to the Buyer, within the price (value) of the Goods or Services as specified in the Agreement, the copyrights to the Documentation, including the right to use and dispose of the Documentation in the form provided by the Seller and in any developments

(subsidiary rights), without time or territorial limitation, in all fields of exploitation known at the time of entering into the Agreement, including the fields of exploitation indicated in Paragraph 5.3.4 below.

5.3.4. The transfer of proprietary copyright unlimited as to time and territory, covers, in particular, the following fields of exploitation:

- recording and copying the Documentation on any data storage devices known as at the date of signing the Agreement and by any method known as at the date of signing the Agreement;
- distribution of the original or copies of the Documentation in any form without any limitation;
- entering into computer memory; introduction and distribution in computer networks including the Internet and intranet;
- multiple public performance or public reproduction, multiple rights to combine with other works;
- lease and lending for use;
- publication in the form of brochures, editions, leaflets and folders and other industry presentations;
- development of all or any part of the Documentation and exploitation of the development in fields of exploitation known at the time of entering into the Agreement;
- use of the Documentation to conduct further work, including the preparation of scientific, construction, technological and other works related to the activities conducted by the Buyer and ORLEN CG Companies;
- use of the Documentation for submission to administrative authorities, offices, courts at the Buyer's discretion;
- use of the Documentation for production, distribution, transport, sale of goods.

5.3.5. In the event that new fields of exploitation arise that were unknown at the date of entering into the Agreement or that are not expressly mentioned in Paragraph 5.3.4. above, the Parties represent that it is their intention for the Buyer to have full rights in such fields of exploitation analogous to those mentioned in Paragraph 5.3.4. above. If such a need arises, the Seller agrees and undertakes to transfer to the Buyer, at the Buyer's request, the rights to the Documentation in such new fields of exploitation, in return for a separate remuneration payable by the Seller in the amount of PLN 100 (say: one hundred Polish zloty) net for each new field of exploitation, in the same scope and on the same terms and conditions as specified in the Agreement for the fields of exploitation listed therein (unless otherwise agreed by the Parties in writing under the pain of nullity). At the Buyer's request, the Seller and the Buyer will enter into an agreement to the extent specified in the preceding sentences within fourteen (14) days from the day the Seller receives the Buyer's request to enter into the agreement.

5.3.6. Together with the transfer of copyrights to the Documentation, the Seller is to transfer to the Buyer, as part of the price (value) of the Goods or Services, the exclusive right to exercise and to allow third parties to exercise derivative copyrights to the Documentation in the fields of exploitation indicated in Paragraph 5.3.3 above. The aforementioned right to exercise and permit third parties to exercise derivative copyrights may be transferred by the Buyer to others at its discretion.

5.3.7. Within the scope allowed under separate provisions, the Seller grants the Buyer the permission to introduce any amendments and corrections to the Documentation.

5.3.8. The Parties agree that the user of the Documentation is to be the Buyer or entities authorised by the Buyer to use the Documentation.

5.3.9. The Seller assumes an obligation to the Buyer and warrants that the authors of the Documentation will not exercise any moral rights to the Documentation for a period of ten (10) years from the date of its transfer to the Buyer. At the same time, the Seller represents and warrants that the creators of the Documentation authorise the Buyer and third parties acting on behalf of the Buyer to exercise the creators' moral rights on their behalf and for the entire term indicated above. After the period indicated above expires, the obligation not to exercise the moral rights and the authorisation to exercise the moral rights are to be extended for an indefinite period, terminable at two (2) years' notice, effective at the end of the calendar year. The Seller agrees and undertakes to obtain from the authors written representations that they will not exercise the moral rights to the Documentation and authorisation to exercise such rights by the Buyer and by third parties acting on behalf of the Buyer, under the terms and conditions specified above.

5.3.10. The Buyer acquires within the price (value) of the Goods or Services the ownership of the transferred copies of the Documentation and data storage devices on which it is recorded.

5.3.11. In the event that any claims are made against the Buyer by third parties for the infringement of any third-party rights to the Documentation, which have been validly transferred to the Buyer in accordance with the provisions hereof, the Seller agrees and undertakes to defend, hold harmless and indemnify the Buyer against any claims made by such third parties and to pay to the Buyer all potential costs (including the attorney's fees) and damages awarded against the Buyer.

- 5.3.12. The Seller is to include the following statement on each page of the Documentation, including such pages as may contain drawings, in a visible and legible manner: All copyrights to this Documentation are held by ORLEN S.A.”
- 5.3.13. The Documentation supplied should be prepared in Polish in documentary form, alternatively in other languages if the Agreement so provides.

Article 6: ACCEPTANCE

- 6.1. The Goods should be inspected by the Buyer immediately upon receipt, unless – due to the purpose of the Goods and the need to store them in their packaging – the acceptance is conducted at a later date agreed in the Agreement. A handover and acceptance report or document confirming the delivery of the Goods will be drawn up on receiving the Goods. The Seller has the right to attend such an acceptance at its own expense, having notified the Buyer of its intention to do so, no later than the day of dispatch, unless otherwise stated in the Agreement.
- 6.2. The Seller is liable for the completeness of the delivery of the Goods in accordance with the shipping specifications and the photocopy of the invoice attached to the Goods. If any items are missing, they will be delivered by the Seller based on the DDP rule "Buyer's warehouse or other place designated by the Buyer" in line with INCOTERMS®2020, unless otherwise stated in the Agreement. The Seller agrees and undertakes to bear all costs and expenses related to and arising from the delivery of the items mentioned above
- 6.3. Failure to make claims on account of defects in the Goods in the handover and acceptance report or in the document confirming the delivery of the Goods will not prevent their later submission if such defects became apparent only after the acceptance or the Seller did not notify the Buyer of them despite the fact that the existence of defects was known to the Seller.

Article 7: FORCE MAJEURE

- 7.1. Neither of the Parties is liable for the non-performance or improper performance of the Agreement and for any damages due to Force Majeure.
- 7.2. The occurrence of a Force Majeure event and its impact on the performance of the Agreement and the occurrence of damage must be demonstrated by the Party referring to the occurrence of Force Majeure and confirmed by the other Party.
- 7.3. Force Majeure is construed as any and all external events which cannot be foreseen as the Agreement is entered into and which cannot be prevented by either Party, especially acts of war, acts of terrorism, riots, natural disasters, decisions of public administration bodies and any other fortuitous events resulting in chemical or radioactive contamination or poisoning of people, real property or movables. The duration of such events will be adequately included in the schedule. If this term exceeds three (3) months, the Parties will determine new terms and conditions of their cooperation.
- 7.4. The Party which is unable to fulfil its obligations due to Force Majeure, will be obliged to:
- 7.4.1. promptly notify the other Party of the fact, no later, however, than within seven (7) days from occurrence of such an event:
- 7.4.2. provide the other Party with conclusive evidence.
The other Party should be notified immediately, no later, however, than within seven (7) days, as soon as the Force Majeure event ceases. Failure to fulfil the aforementioned obligations will result in waiving the right to refer to the occurrence of Force Majeure.
- 7.5. In case referring to the occurrence of Force Majeure is justified and it is not feasible to further perform the Agreement due to the Force Majeure event, the Buyer will pay the Seller for the Goods or services rendered until the date of the Force Majeure event, considering the provisions of the Agreement in the settlement.
- 7.6. The Seller represents that it is aware of the uncertainty of the circumstances as regards the SARS-CoV-2 epidemic emergency, in particular the risk of a new wave of the SARS-CoV-2 virus and consequences thereof, in particular the imposition of orders and prohibitions related to the pandemic, including requirements that may be imposed on the Seller, and represents that this situation and its development do not constitute Force Majeure or an extraordinary change in relations referred to in Article 357 of the Polish Civil Code entitling the Seller to refer to them as circumstances exempting it from the obligation to perform the Agreement.

Article 8: CONTRACTUAL PENALTIES AND WITHDRAWAL FROM THE AGREEMENT

- 8.1. In the event of a delay in the delivery of the Goods or the performance of the Services for reasons other than Force Majeure, one of the following subsections will apply:
- 8.1.2. The Seller will be obliged to pay the Buyer contractual damages in the amount of 0.2% of the net value (price) of the Goods delivered after the agreed date for each day of delay. Unless otherwise agreed by and between the parties, the total amount of contractual penalties for late delivery may not exceed the amount of 20% of the net value (price) of the Goods delivered late. Where Goods or Services delivered/performed late form an integral part of the Agreement subject matter, the lack of which prevents the Buyer from using the Goods already delivered, the basis for the calculation of contractual penalties is the total net value (price) of the Goods or Services.
- 8.1.3. The Buyer is entitled to consider the Agreement as not performed and to apply Paragraph 8.2.
- 8.2. In case the Seller does not perform the Agreement, the Buyer is entitled to withdraw from the Agreement with immediate effect and to charge a contractual penalty of 20% of the value of the undelivered Goods or the non-performed Service.
- 8.3. In case the Seller does not perform the Agreement, the Buyer has the right, irrespective of any other rights the Buyer may have against the Seller, to charge the Seller with the costs and expenses of a "substitute agreement" performed by a third party. The substitute agreement will be performed insofar as the subject of the performance is the purchase of certain fungibles or the performance of the Services that can be performed by a third party. In such a case, the Buyer will, at its absolute discretion, enter into an appropriate agreement with the third party, retaining the claim for payment of the contractual penalty and for remedying the damage resulting from the delay. The Seller hereby agrees and undertakes to reimburse the Buyer for the costs and expenses of the "substitute agreement." The Seller will be obliged to pay these costs and expenses based on a debit note issued by the Buyer. The invoice received by the Buyer from the third party will be the basis for an accounting note to be issued by the Buyer.
- 8.3. Additionally, the Buyer may charge and demand contractual penalties from the Seller in the event of a delay on the Seller's part in removal of the defects found during the acceptance of the Goods/Services or in the guarantee period – in the amount of 0,2% of the net value (price) for each day of delay, calculated from the agreed deadline for the removal of defects. The total amount of such contractual penalties for delays in removal by the Seller of defects found upon the acceptance of the Goods/Services may not exceed the amount of 20% of the net value (price) of the Goods.
- 8.4. The Buyer reserves the right to withdraw from the Agreement if the Seller or a third party applies to a court to declare the Seller bankrupt, or if the court decision, even if it is not final and non-revisable, or a decision of another competent body, is issued against the Seller which may constitute the basis for the attachment of the Seller's property in order to satisfy or secure third-party claims against the Seller.
- 8.5. The Buyer reserves the right to withdraw from the Agreement for reasons attributable to the Seller with immediate effect, particularly in the following circumstances:
- 8.5.1. improper fulfilment of contractual obligations by the Seller;
- 8.5.2. loss of the Seller's ability to perform the Agreement subject matter;
- 8.5.3. unjustified delays in the performance of the Agreement by the Seller,
- 8.5.4. non-compliance by the Seller with occupational health and safety and fire protection regulations effective on the premises of ORLEN S.A. (applies to performance of the Agreement subject matter on the territory of the Buyer's enterprise).
- 8.6. The Buyer's contractual right of withdrawal expires ninety (90) days after the delivery date indicated in the Order.
- 8.7. The aforementioned rights do not exclude the Buyer's right to withdraw from the Agreement in line with the provisions of the Polish Civil Code.

Article 9: GUARANTEES

- 9.1. The Seller warrants that the Goods delivered under the Agreement will be compliant with the specifications, drawings and any other requirements of the Agreement and that they will be new, unused, of good quality, suitable and fit for their intended use provided for by the Agreement, properly designed, made appropriately

- and of the proper material, free from defects, and that they will satisfactorily meet the technological requirements of the Agreement.
- 9.2. The Seller warrants that the Goods will be manufactured and, if it arises from the Agreement, will be assembled/installed pursuant to the legal regulations in force in the Republic of Poland, occupational health and safety and fire protection regulations, Polish Standards and UDT/PED regulations, standards in force in the European Union and in accordance with the Regulations – General Requirements for Occupational Health and Safety at ORLEN S.A. together with the Guidelines and their annexes published at <https://www.orklen.pl/pl/o-firmie/o-spolce/nasze-standardy/bezpieczenstwo-w-orklenie/wykonawcy-zewnetrzni/wymagania-bezpieczenstwa>
- 9.3. Unless otherwise stated in the Agreement, the guarantee will be valid for a period of twenty four (24) months from the date of signature by the Parties of the handover and acceptance report or the document confirming the delivery of the Goods or, in the case of delivery of the Goods and the Service, the report on commissioning/installation of the Goods.
- 9.4. The Buyer is to make a complaint about the Goods as soon as a defect in the Goods is discovered. Within two (2) days of being notified of the defects, the Seller is obliged to inform the Buyer about the measures taken or to be taken, as well as of the time required to remedy the defect.
- 9.5. In accordance with the provisions hereof, the Seller is obliged to, at its own expense, including disassembly and reassembly costs and expenses as well as travel and accommodation costs and expenses of the Seller's specialists, repair or replace the Goods or their defective parts immediately. Items that have been exchanged or are to be exchanged by the Seller will be placed at the Seller's disposal Ex Works "Buyer's warehouse" or at any other place indicated by the Buyer (INCOTERMS®2020). The new items are to be delivered on the basis of the DDP rule "Buyer's plant or other place designated by the Buyer" (INCOTERMS®2020).
- 9.6. If an inspection by the Seller is requisite before the Seller can take action to repair or replace, the Seller is obliged to carry this out at its own expense as soon as possible, but no later than within three (3) working days (excluding Saturdays) of receipt of the complaint and after notifying the Buyer.
- 9.7. If the quality complaint of the Goods submitted by the Buyer is not recognised by the Seller, then the results of the analyses of the Goods carried out by an independent laboratory, selected by both Parties, will be binding and final. The Buyer will bear the costs and expenses of such analyses only if the analysis of the independent laboratory proves that the defect in the Goods did not arise due to reasons inherent in the Goods sold or other reasons for which the Seller bears responsibility. In the event that the analysis of the independent laboratory does not reveal the reasons for the defect in the Goods, the cost and expenses of the analysis are to be borne by the Parties half each. In other cases, the costs and expenses of the analysis are to be borne by the Seller.
- 9.8. The Buyer also has the right to repair or replace parts of its own accord or with the assistance of another entity if the defects are minor or if removal thereof is requisite to avoid further damages or if they must be removed immediately for any other good reason. In order for the foregoing provision to be applicable, the Buyer is to inform the Seller thereof in advance.
- 9.9. If the Seller, being notified of the defect, does not take immediate steps to remedy the defect within the time limit set by the Buyer, the latter is entitled to take all necessary measures to remedy the defect at the Seller's expense and risk. However, this will not release the Seller from its contractual obligations.
- 9.10. The Seller's guarantee for the Goods or parts thereof which have been repaired or replaced in accordance herewith is to be extended for additional twenty four (24) months counting from the date of repair/replacement.
- 9.11. The guarantee does not exclude the Buyer's rights due to statutory guarantee for physical or legal defects.

Article 10: SERVICES

- 10.1. The agreement for the delivery of the Goods may also include an obligation to render the Services, which in particular are provided by the Seller on the premises of the Buyer's enterprise. Unless otherwise stated in the Agreement, it is assumed that:
- The value (price) of the Services will be included in the price of the Goods under the Agreement.
 - All additional costs and expenses related to the Services provided by the Seller, such as accommodation, travel costs, insurance for the Seller's personnel, etc., will be borne by the Seller.

The terms and conditions of the acceptance and payment for the Services, the value of which will not be included in the price of the Goods, will be separately indicated in each case in the substance of the Agreement.

- 10.2. In case of Foreign Sellers, the Buyer reserves the right to deduct the amount of Polish income tax ("withholding tax"), if obliged to collect it under Polish law, from the amount for the Services paid on behalf of the Seller. In order to apply an exemption or a decreased rate of withholding tax provided for in the applicable and valid treaty on avoidance of double taxation entered into by and between Poland and the country in which the Seller has its registered office (its tax residence) the Seller is obliged to provide the Buyer with an original or a notarised copy of its valid certificate of residence (that is, a certificate of the Seller's registered office for the purpose of income tax, issued by an applicable tax administration authority) on the date of its first invoice, but not later than five (5) working days before the term of the first due payment. The Seller's failure to submit a certificate of residence within the term specified in the previous sentence will entitle the Buyer to deduct the amount of withholding tax from the amount of payment due to the Seller, pursuant to the provisions of the Polish tax law.
- 10.3. In case of Foreign Seller not being income tax payers (partnerships in particular), the Foreign Seller is obliged to submit an original of a valid certificate of residence of each of its partners/ on the date of the first invoice, but not later than five (5) working days before the term of the first due payment, for the purpose of applying an exemption or decreased rate of withholding tax provided for by the applicable and valid treaty on avoidance of double taxation. The Seller's failure to submit a certificate(s) of residence within the term specified in the previous sentence will entitle the Buyer to deduct the amount of withholding tax from the amount of payment due to the Seller, pursuant to the provisions of the Polish tax law. Similarly, the Foreign Seller not being an income tax payer is to submit, within the same term, a list of all partners entitled to the aforementioned payments, indicating an allocation key to the aforementioned payments to respective partners.
- 10.4. In case of each subsequent payment on behalf of the Seller, the Buyer will apply an exemption or decreased rate of withholding tax provided for by the applicable and valid treaty on avoidance of double taxation, only if it has an original of the Seller's valid certificate of residence (in the case indicated in Clause 10.02 above) or originals of valid certificates of residence of its partners (in the case indicated in Clause 10.3 above).
- 10.5. The "valid certificate of residence" referred to in Clauses 10.2, 10.3 and 10.4. above should be construed as (depending on the type of certificates issued by the country of residence of the Seller or its partners):
- a certificate issued for the calendar year of the due date of payment or
 - a certificate whose validity term covers the due date of payment or
 - a certificate issued not earlier than twelve (12) months before the date of payment, if it has not been issued for a specific calendar year of if its substance does not include any validity term.
- 10.6. In case of any amendment to the data indicated in the certificate(s) of residence in possession of the Buyer and submitted by the Seller (e.g. a change to the Seller's name, address of its registered office, etc.), the Seller will immediately (and no later than before the term of the subsequent payment) provide the Buyer with the valid certificate(s) of residence with such updated information.
- 10.7. The Buyer acknowledges that the data presented in the residence certificates delivered by the Foreign Seller is correct, up-to-date and true, and the certificate itself has been issued in accordance with applicable legal provisions and by authorities authorised thereto. If as a consequence of any defect, error, fault or inaccuracy of the data presented in the certificate the Buyer is obliged to charge withholding tax as regards the aforementioned payment or withholding tax exceeding the amount collected from the Foreign Seller or Buyer, or any penalty, interest, sanction etc. is imposed on the Buyer resulting from the collection of withholding tax below the amount due or from the failure to collect the tax despite such an obligation, the Foreign Seller will reimburse the Buyer for the amount of such tax and equivalent of any penalty, interest, sanction, etc. imposed on the Buyer by the tax authorities.
- 10.8. In the event that the Buyer is designated by operation of law as the entity obliged to settle VAT, then the Foreign Seller, having its registered office outside the territory of the Republic of Poland, must include the following annotation on the invoice documenting the performance of the Service: "reverse charge procedure." The Buyer will settle the VAT in accordance with the aforementioned procedure.
- 10.9. The Buyer represents that the Services performed by the Seller having its registered office outside the territory of the Republic of Poland are not purchased for the personal purposes of the Buyer's employees and that the Services are purchased for the Buyer's registered office (permanent place of business) located in the territory of Poland.

- 10.10. The confirmation of the Seller's performance of the Service is provided by the handover and acceptance protocol. Provisions of Article 6 apply accordingly.
- 10.11. The Seller is obliged to provide personnel with qualifications suitable for the proper and timely performance of the Service.
- 10.12. To subcontract the Services to a subcontractor, the Seller is obliged to obtain the written consent of the Buyer. The Seller's breach of this obligation and the assignment of the Services to a subcontractor not agreed to by the Buyer will constitute a serious breach of the Agreement and will entitle the Buyer to:
- a. withdraw from the Agreement through the fault of the Seller. This right may be exercised until the date of delivery indicated in the Agreement,
 - b. exercise the right indicated in Paragraph 8.1.3 of the General Terms and Conditions.
- 10.13. Where the performance of the Service requires the interaction of the Seller's and the Buyer's personnel, the Seller is liable for the correctness of the directions and instructions given by its personnel. Important assembly/service instructions should be provided by the Seller's personnel in writing.
- 10.14. Unless otherwise agreed by the Parties in the Agreement, the Seller is fully liable for damages and losses caused by the actions of the personnel providing the Services, as well as those caused by improper instructions and directions given by the Seller's personnel.
- 10.15. The Seller ensures that the Services provided by it are performed properly and pursuant to the Agreement. If any defects are found within twenty four (24) months of the performance of the Service, the Seller is obliged to remedy them immediately at its own expense. For defects in the Service, the result of which is to be a tangible result, the Seller is liable under the statutory guarantee as the commissioned party to an agreement for specific work.
- 10.16. The Seller is obliged to fully insure its employees for the duration of the Service at the Buyer's premises. The Seller also assumes the risk, all possible consequences and claims related to:
- accidents to the Seller's personnel occurring during the performance of the Service,
 - damage and losses caused by the Seller's personnel, suffered by third parties,
 - any damage or destruction of tools and other equipment owned or used by the Seller or its personnel.
- 10.17. The Seller has an obligation and responsibility to complete all the formalities, notifying the competent administrative bodies, obtaining any and all requisite permits and payment of any tax liabilities as well as amounts due on account of social insurance related to the employment of Seller's personnel to perform the Services at the Buyer's premises.
- 10.18. The Seller's personnel is obliged to comply with the regulations in force on the Buyer's premises.
- 10.19. To the extent not covered hereby, the provisions of these General Terms and Conditions as regards the delivery of the Goods apply accordingly to the Services.

Article 11: LIABILITY

- 11.1. The Seller agrees and undertakes to defend, hold harmless and indemnify the Buyer against any liability to third parties as regards any personal injury or environmental damage caused by the Goods or in relation to their use as a result of defects inherent in the Goods or Services rendered.
- 11.2. If damage caused to the Buyer as a result of Seller's violation of the Agreement exceeds the value of the stipulated contractual penalties for the said violation, the Buyer has the right to seek compensation on that account under generally applicable provisions of Polish law.
- 11.3. In the event that contractual penalties reserved in the Agreement are imposed on the Seller or damage is caused to the Buyer, the Seller is obliged to pay them by bank transfer within fourteen (14) days from the date of issuance of an accounting (debit) note by the Buyer. The Buyer has the right to deduct from the amount of payment under the Agreement an amount corresponding to the contractual penalties due or the amount of damages. The Buyer will issue a debit note in the amount of the contractual penalties as a basis for such deduction.

Article 12: DATA PROTECTION (COMPANY SECRET)

- 12.1 The Seller agrees and undertakes to keep confidential any information provided directly or indirectly by the Buyer (in any shape or form, i.e. in particular in the oral, written or electronic form), as well as information acquired by the Seller in another manner during the cooperation, including as regards entering into the Agreement and performance thereof, if the information is related, directly or indirectly, to the Buyer, companies from the Buyer's Capital Group or their counterparties, information contained in the Agreement included. The Parties acknowledge that technical, technological or organisational information, or other

information of economic value, which as a whole or in a particular combination and set of elements is not publicly known to persons who usually deal with such information or is not easily accessible to those persons, in case of whom the Buyer, as an entity authorised to use and dispose of the aforementioned information, has undertaken, while acting with due diligence, activities aimed at maintaining its confidentiality, disclosed by the Buyer or on its behalf or obtained by the Seller in another manner during the negotiations, execution and performance of this Agreement, is to be treated as a company secret pursuant to the Act on Combating Unfair Competition of 16 April 1993 (the "Company Secret"), unless the disclosing person determines the nature of such information as other than that specified above, in an electronic form or in writing, at the moment of disclosing.

12.2 The obligation to maintain the confidentiality of information referred to in Paragraph 12.1 above is to be construed as a prohibition on using, disclosing and sharing such information in any manner with third parties, except for the following purposes:

12.2.1 disclosure or use of the information is requisite for the proper performance of and complies with this Agreement, or

12.2.2 at the time of disclosure information is already publicly available, and it was disclosed by the Buyer or with consent of the Buyer or in any manner other than through actions or omissions which are illegal or violate any agreement or

12.2.3 The Seller has been obliged to disclose such information by the court or a competent body or in case of a legal obligation of disclosure, with the stipulation that the Seller will immediately notify the Buyer of the obligation to disclose information and its scope, and will factor in, to the extent reasonably possible, the Buyer's recommendations pertaining the disclosure of information, particularly in terms of submitting an application for closing the case to the public, validity of means of challenge, appeal and any equivalent legal means and to notify the court or a competent body of the confidential character of such information or

12.2.4 The Buyer has granted the Seller its written consent to the disclosure or use of information for a specific purpose in the manner indicated by the Buyer.

12.3 The Seller is obliged to employ sufficient security means and practices to ensure the safe processing of the Company Secret in accordance with the Agreement and legal provisions, to prevent any unauthorised use, transfer and disclosure of such information and access thereto. The Seller will not copy or save the Company Secret for purposes other than the proper performance of the Agreement by the Seller. The Seller is obliged to immediately notify the Buyer of any breaches of security or unauthorised disclosure or use of the Company Secret \processed in relation with the performance of the Agreement.

12.4 The obligation to observe the confidentiality of information referred to in Paragraph 12.1 above is also binding on the Seller's employees and other persons, in particularly auditors, advisors and subcontractors, to whom the Seller communicates such information. The Seller is obliged to bind the aforementioned persons in writing to protect the Company Secret under at least the same terms and conditions as specified in the Agreement. The Seller bears full liability for any actions and omissions of persons who with access to the Company Secret, including the liability referred to in Paragraph 8.2.

12.5 At each request of the Buyer, the Seller is obliged to provide the Buyer, within the maximum of five (5) days, with a list of persons and entities which have been granted access to the Company Secret through the Seller. Failure to comply with the obligation referred to herein is to be considered as an unauthorised disclosure of the Company Secret, resulting in the liability described in Paragraph 8.2.

12.6 The obligation to maintain confidentiality is be binding during the Agreement term and for the period of ten (10) years after its termination, expiry or revocation or nullification of its legal effects. If after the period of protection

of the Company Secret referred to in the previous sentence such information is still subject to protection based on in-house regulations or decisions of the Buyer or based on specific legal provisions, the Buyer is to notify the Seller in writing of the extension of the protection term by an additional period indicated by the Buyer (however, no longer than ten (10) years), to which the Seller hereby agrees. The notification referred to in the previous sentence is to be provided before the end of the ten (10)-year term referred to in the first sentence hereof, yet no later than ten (10) working days before the end of the aforementioned obligation period. The Parties mutually agree that the obligation referred to herein remains binding irrespective of the termination, expiry or revocation of the Agreement or nullification of its legal effects.

12.7 No later than within three (3) working days from the end of the protection term referred to in Clause 12.6 above, the Seller and all persons to whom the Seller has disclosed the Company Secret are be obliged to return all materials containing the Secret to the Buyer or destroy them.

- 12.8 In case of unauthorised use, sharing or disclosure of the Company Secret by the Seller, the Buyer has the right to demand that the Seller pays contractual penalty at the value of PLN 100.000,00 (say: ten thousand Polish zloty) for each case of unauthorised use, sharing or disclosure of such information. The payment of the contractual penalty referred to above does not restrict the right of the Buyer to seek compensation from the Seller under generally applicable provisions, if the amount of damage suffered exceeds the amount of the contractual penalty provided for by the Agreement. The foregoing does not exclude in any manner other sanctions and powers of the Buyer specified by legal provisions, including the Act on Combating Unfair Competition of 16 April 1993.
- 12.9 If – as regards the performance hereof – there is a need to access or transfer personal data within the meaning of the binding regulations on personal data protection to the Seller, the Seller is obliged to enter into, prior to the processing of such data, an appropriate, separate agreement with the Buyer, whose subject matter will be the terms and conditions for the protection and processing of such data.
- 12.10 If – during the performance of the Agreement – it is requisite to disclose or grant access to the Seller, in any form, to information constituting the Company Secret of ORLEN S.A. construed as a particularly sensitive type of the Buyer's Company Secret, subject to specific actions established in the Buyer's in-house regulations in order to ensure its confidentiality and whose use, sharing or disclosure to an unauthorised person poses a significant threat to or violates the interest of the Buyer, the Seller agrees and undertakes to immediately execute an addendum to this Agreement with the Buyer, before receiving and commencing the processing of such information, in line with in-house regulations of the Principal, to establish the principles as well as terms and conditions of protection of the Buyer's Company Secret.
- 12.11 To avoid any doubt, the Parties confirm that the Seller, irrespective of the obligations specified in this Agreement, is also be obliged to comply with additional requirements as regards the protection of specific types of information (such as personal data, confidential information) arising from the existing legal provisions.
- 12.12 The Seller is obliged to fulfil, on behalf of the Buyer as a Data Controller within the meaning of the existing legal provisions on personal data protection, immediately yet no later than within thirty (30) days from the day of entering into this Agreement with the Buyer, the information obligation towards natural persons employed by the Seller or cooperating with the Seller in executing or performing this Agreement, including the members of the Seller's bodies, proxies or attorneys of the Seller — regardless of the legal basis of this cooperation — whose personal data was made available to the Buyer by the Seller in relation to the execution or performance this Agreement. The obligation referred to in the preceding sentence should be fulfilled by providing these persons with the information clause, which is attached as Annex 1 hereto, while maintaining the principle of accountability.

Article 13: INFORMATION CLAUSE*

Information clause for the Seller being a natural person conducting business activity, including a partner in a partnership.

- 13.1. ORLEN S.A., with its registered office in Płock, ul. Chemików 7, ("ORLEN S.A.") would hereby like to inform you that it is the controller of your personal data. Telephone numbers to the data controller: +48 (24) 256 00 00, +48 (24) 365 00 00, +48 (22) 778 00 00.
- 13.2. Contact the Data Protection Officer of ORLEN S.A. at the following e-mail address: daneosobowe@orlen.pl. You may also contact the Data Protection Officer in writing by snail mail at the address of the registered office of ORLEN S.A., as specified in Clause 1, with the following note: "Data Protection Officer." Information on the Data Protection Officer may also be found at www.orlen.pl under the "Contact" tab.
- 13.3. Your personal data is processed:
- a. to establish cooperation and to execute and perform the Agreement to which you are a party,
 - b. to fulfil legal obligations of ORLEN S.A. resulting from the binding legal regulations, in particular obligations resulting from the tax and accounting law, obligations of an obliged institution resulting under the Anti-Money Laundering and Countering the Financing of Terrorism Act, obligations

related to the prevention of fraud and irregularities related to anti-corruption legislation and other legislation resulting from the specificity of the agreement to be performed.

- c. to verify of the correctness and timeliness of your data, reliability of counterparties of ORLEN S.A. or persons related to the counterparty, including the analysis of business history, legal and financial standing of the counterparty in order to protect economic and legal interests of ORLEN S.A.,
 - d. to care for safety of ORLEN S.A. against fraud and irregularities related to anti-corruption, including the prevention of fraud detection, prevention of conflicts of interest in business processes, maintain high ethical standards,
 - e. to establish or maintain business relations, including appropriate correspondence or telephone contacts,
 - f. to conduct in-house business analyses related to the service of contractors, conditions of current business cooperation or options of its development,
 - g. to establish, investigate and handle claims,
 - h. to market products or own services of ORLEN S.A.,
- 13.4. The legal basis for processing of your personal data by ORLEN S.A. for the purposes specified in Paragraph 3 above is:
- a) execution and performance of the Agreement and taking actions at the request of the data subject prior to entering into the Agreement (pursuant to Article 6(1)(b) GDPR) for the purposes indicated in point. 3 lit. a;
 - b) fulfilment of ORLEN's legal obligations (pursuant to Article 6(1)(c) GDPR) in terms of ensuring compliance with legal provisions, regulations and sectoral guidelines;
 - c) legitimate interest of ORLEN S.A. (pursuant to Art. 6(1)(f) GDPR) for the purposes indicated in Clause 3(c)-(h).
- 13.5. Your personal data have been provided to us directly by you or have been taken from publicly available registers (KRS, CEIDG, others), websites maintained by you for the purposes of your business activity and from entities providing services on behalf of ORLEN S.A. in the field of development and provision of business information in digital form in order to complete/update the data or verify them.
- 13.6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients) in the performance of the Agreement, to ORLEN CG Companies in the event that this is requisite for the purposes of processing referred to in Clause 3 and to entities providing IT services, invoicing services, receivables settlement services, delivery of correspondence and parcels, advisory services, legal services, debt collection services, archiving services and security services for persons and property.
- 13.7. Your provision of personal data is voluntary but necessary for the establishment of cooperation as well as the execution and performance of the Agreement and the fulfilment of the purposes set out in Clause 3 above.
- 13.8. Your personal data processed under the agreement will be processed for that agreement term. After the expiry of this term, ORLEN will keep your personal data if it is obliged to do so under law for the term provided for by such law or for the purpose of pursuing its legitimate interests, including until the expiry of mutual claims related to and arising from the agreement. Where data is processed on the basis of a legitimate interest, the data is processed for such a term as to allow the fulfilment of that interest or until an effective objection to the processing is raised.
- 13.9. You have specific rights related to data processing, such as:
- a) right to access your personal data,
 - b) right to request the rectification of your personal data,
 - c) right to request the erasure of your personal data or have its processing limited,
 - d) right to data portability,
 - e) right to object to processing – if ORLEN S.A. processes your personal data based on its legitimate interest; objections may be raised due to special circumstances.
- The request to exercise the rights mentioned above may be sent by e-mail to: daneosobowe@orlen.pl or by snail mail to the registered office of ORLEN S.A., as specified in Clause 1 with the note: "Data Protection Officer."
- 13.10. You may file a complaint with the President of the Personal Data Protection Office.

Article 14: FINAL PROVISIONS

- 14.1. As regards matters not regulated hereunder, the provisions of Polish law apply accordingly, in particular of the Polish Civil Code, whereas in the case of Agreements with entrepreneurs with their registered offices outside the territory of Poland – in the territory of the signatory states of the United Nations Convention on Treaties for the International Sale of Goods drawn up in Vienna on 11 April 1980 – within the scope not excluded by provisions of the Agreement, the provisions of the said Convention apply additionally.
- 14.2. Any disputes related to and arising from the Agreement, in particular in relation to its execution, breach, expiry, termination and invalidity, will be settled by the common court having jurisdiction over the Buyer's registered office.
- 14.3. Unless mandatory provisions of law provide otherwise, all provisions, alterations and addenda to the Agreement are to be made in writing and signed by both Parties, or will be null and void otherwise.

**this applies to Sellers who are or might be natural persons, including a person conducting business activity entered in the Central Register of Business Activity Information, also as partners of a civil law partnership*

The following annex is integral to the GTC:

1. Information clause for persons employed by or cooperating with the Seller

The following annexes are integral to the General Terms and Conditions:

Annex 1

To the GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF THE GOODS AND PROVISION OF THE SERVICES OF ORLEN Spółka Akcyjna

Information clause for persons employed by or cooperating with the Seller

(Fulfilment of the information obligation under Article 14(1) and (2) of the General Data Protection Regulation of 27 April 2016)

1. ORLEN S.A., with its registered office in Płock, ul. Chemików 7, ("ORLEN S.A.") would hereby like to inform you that it is the controller of your personal data. Telephone numbers to the data controller: +48 (24) 256 00 00, +48 (24) 365 00 00, +48 (22) 778 00 00.
2. Contact the Data Protection Officer of ORLEN S.A. at the following e-mail address: daneosobowe@orlen.pl. You can also contact the Data Protection Officer in writing by snail mail at the address of the seat of ORLEN S.A., specified in 1, with the following note: "Data Protection Officer". Information on the Data Protection Officer may also be found at www.orlen.pl under the "Contact" tab.
3. Your personal data that was transferred to ORLEN S.A. by** – an entity cooperating with ORLEN S.A. or intending to cooperate with ORLEN S.A. and constitute, depending on the type of cooperation, data necessary to represent the legal entity, contact data, data contained in documents confirming the rights, experience or being the product of the performance of the agreement.
4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:
 - i. to perform the agreement with ORLEN S.A., to which the entity indicated in Clause 3 is/will be a party, in particular to verify statements submitted by the entity indicated in Clause 3, including the confirmation of held rights and qualifications of persons indicated to perform the agreement, contact during the performance of the agreement, exchange of notices, issuance of powers of attorney to represent ORLEN S.A., settlement of the agreement, observance of confidentiality and occupational health and safety principles,
 - j. to handle, pursue and assert claims, if any, including ones between ORLEN S.A. and you or between ORLEN S.A. and the entity indicated in Clause 3,
 - k. to fulfil legal obligations incumbent on ORLEN S.A., in particular the obligations of the obliged institution under the Anti-Money Laundering and Terrorist Financing Act, Construction Law, the Regulation of the European Parliament and the Council (EU) on market abuse or other provisions arising from the character of the agreement being performed.
5. The legal basis for processing your personal data by ORLEN S.A. depending on the type of cooperation for the purposes specified in Paragraph 4 above is:
 - a. legitimate interest of ORLEN S.A. (in accordance with Article 6(1)(f) GDPR), which means enabling the proper and effective performance of the agreement between ORLEN S.A. and the entity indicated in Clause 3,
 - b. fulfilment of legal obligations (pursuant to Article 6(1)(c) GDPR) incumbent on ORLEN S.A.
6. The scope of personal data processed by ORLEN S.A. may include, depending on the function performed and the scope of cooperation, such data as: first and last names, position, function performed, company telephone number, company e-mail address, PESEL number, information about the rights and qualifications held.
7. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients), including ORLEN CG Companies in the event that this is requisite for the purposes of processing referred to in Clause 3, entities involved in purchasing processes, entities providing IT services, mail and parcel delivery services, security services for persons and property, health and safety services, consultancy, legal services or archiving.
8. Your personal data is processed for the term requisite to pursue the legitimate interests of ORLEN S.A. and to discharge its obligations related to and arising from legal provisions. The data processing term may be extended only if and to the extent required under legal provisions.
9. You have specific rights related to data processing, such as:

- a) right to access your data,
- b) right to request the rectification of your personal data,
- c) right to delete your personal data or restrict its processing,
- d) right to object to processing – if ORLEN S.A. processes your personal data based on its legitimate interest; objections may be raised due to a special situation.

The request to exercise the rights mentioned above may be sent by e-mail to: daneosobowe@orlen.pl or by snail mail to the seat of ORLEN S.A., as specified in Clause 1 with the note: "Data Protection Officer."

10. You may file a complaint with the President of the Personal Data Protection Office.