



Polski Koncern Naftowy ORLEN
Spółka Akcyjna

GENERAL TERMS AND CONDITIONS OF PURCHASE AND PERFORMANCE OF REPAIR SERVICES ON THE PREMISES OF FUEL TERMINALS AND LONG-DISTANCE PIPELINES of Polski Koncern Naftowy ORLEN Spółka Akcyjna January 2017

These General Terms and Conditions of Purchase and Performance of Repair Services on the Premises of Fuel Terminals and long-distance pipelines of Polski Koncern Naftowy ORLEN Spółka Akcyjna (hereinafter referred to as "General Terms and Conditions"), together with the Agreement and all appendices, constitute a uniform Agreement between the Parties. All and any references to offers or proposals of the Contractor, both binding and non-binding, shall not mean acceptance of any conditions or reservations set out therein, save as explicitly stated otherwise in the Agreement. In the event of any discrepancies between the content of the Agreement or appendices thereto and the General Terms and Conditions, the provisions of the Agreement or appendices shall prevail.

Definitions:

"Ordering Party"	shall mean Polski Koncern Naftowy ORLEN Spółka Akcyjna with its registered office in Plock, address: ul. Chemików 7, 09-411 Plock, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, the 14th Commercial Division of the National Court Register under KRS number: 0000028860, NIP (Tax Identification Number): 774-00-01-454, REGON (Statistical Number): 610188201 share/paid-up capital: PLN 534,636,326.25.;
"Contractor"	shall mean the entity with whom the Ordering Party has entered into the Agreement;
"Agreement"	shall mean the Agreement concluded between the Contractor and the Ordering Party for the performance of repair Services/Works on the premises of Fuel Terminals and long-distance pipelines of the Ordering Party, to which the General Terms and Conditions are attached. Acceptance of the Agreement and of the General Terms and Conditions by the Contractor shall result in the conclusion of the Agreement.
"Service", "Work"	services and works whose purchase and provision are the Subject Matter of the Agreement;
"Parties"	shall mean jointly the Ordering Party and the Contractor.

Article I: TERMS AND CONDITIONS OF CONCLUSION AND PERFORMANCE OF THE AGREEMENT

1. The Contractor and the Ordering Party may conclude the Agreement by any method, including acceptance by the Contractor of a signed Agreement sent by the Ordering Party together with all appendices and the General Terms and Conditions. Except as provided otherwise in the Agreement, the Agreement shall be considered accepted if a copy of the Agreement signed by persons authorised to act on behalf of the Contractor is sent within 14 calendar days from the date of receipt of the Agreement. The acceptance of the Agreement shall mean acceptance of all and any amendments and additions made by the Ordering Party to the Contractor's offer and shall mean conclusion of the Agreement under the terms and conditions of the Agreement and the General Terms and Conditions. The Contractor represents that the person signing the Agreement is authorised to act on behalf of the Contractor. Unless applicable legal regulations state otherwise, the Agreement may be accepted by the Contractor by a statement submitted directly in writing, of which the Ordering Party shall be notified, prior to sending the statement, via electronic mail (e-mail).
2. Should the Contractor receive from the Ordering Party copies of the Agreement signed by the Ordering Party and not send back the copies of the Agreement signed by the Contractor to the Ordering Party within 14 calendar days from the date of receipt thereof, the Ordering Party shall have the right to submit to the Contractor - within subsequent 60 calendar days starting from the date of expiry of the above mentioned fourteen-day period - a written statement of withdrawal from the Agreement. Should the Ordering Party submit such a statement, it shall be considered that the Agreement has not been concluded.
3. Pursuant to the Agreement, the Ordering Party orders and the Contractor undertakes to perform the Subject Matter of the Agreement for the Ordering Party. The scope and type of Services, Works shall be each time described in the Agreement.
4. In particular, the Agreement shall specify: SAP Agreement No., type and scope of the Services, Works, expected results of the performance of the provision, Remuneration, method of settlement, and completion date or schedule of performance of the Subject Matter of the Agreement.
5. Unless stated otherwise by the Parties, to the extent it is not regulated by the provisions of the Agreement (including appendices thereto), the Agreement shall be considered a result agreement, to which the provisions of the Polish Civil Code concerning agreement for construction works or specific task agreement shall apply.

6. Performance of laboratory analysis of soils and groundwater contaminated with petroleum products as well as disposal of these water and soils is excluded from the scope of the concluded Agreements.
7. The Contractor represents that they have acquainted themselves with the documentation received from the Ordering Party and referred to in the Agreement and that the Contractor raises no objections in this regard. The Contractor represents that they have acquainted themselves with localisation and terrain conditions and that they have taken them into account in their Remuneration. In addition, the Contractor has taken into account in the Remuneration the need to ensure assistance of emergency services if repair works are performed on active technological facilities in the cases provided for in internal regulations of the Ordering Party.
8. Unless the Agreement states otherwise, supplies and equipment necessary for the performance of the Subject Matter of the Agreement shall be supplied by the Contractor as part of the Remuneration specified in Article IV below.
9. The Contractor undertakes to perform the Services, Works constituting the Subject Matter of the Agreement in accordance with the current level of technical knowledge and with due diligence as well as in compliance with applicable legal regulations.
10. The Ordering Party shall not be liable for any property of the Contractor present at the construction site.

ArticleII: SUBCONTRACTORS

1. If the Contractor intends to conclude an agreement with a subcontractor or a further subcontractor, written consent of the Ordering Party shall be required. If the Ordering Party raises no objection or reservations in writing within 14 business days from being presented by the Contractor with a draft agreement with a subcontractor or a further subcontractor, it shall be considered that the Ordering Party has granted consent to the conclusion of the agreement.
2. The Ordering Party may make the granting of consent for the conclusion of an agreement with a subcontractor or a further subcontractor subject to the condition of presenting a security of claim of the Ordering Party for return of remuneration paid, based on Article 647¹ § 5 of the Civil Code, in the form of a bank or insurance guarantee.
3. In the event that, as a result of a demand from any subcontractor or further subcontractor under Article 647¹ § 5 of the Civil Code, the Ordering Party will pay to a subcontractor or further subcontractor the entire or part of a remuneration whose payment is the obligation of the Contractor or a subcontractor under an agreement concluded with this subcontractor or further subcontractor, the Ordering Party shall

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- have the right to demand reimbursement (payment) from the Contractor, who consented to this subcontractor or further subcontractor, of the entire amount paid by the Ordering Party to such a subcontractor or further subcontractor as well as to deduct this amount from the amount due to the Contractor from the Ordering Party.
4. Conclusion of any agreement with any subcontractor or a further subcontractor shall not relieve the Contractor of any obligation, responsibility, and liability under this Agreement and the Contractor shall remain fully liable for any actions or omissions of subcontractors or further subcontractors as for the Contractor's own actions or omissions.
 5. If the Contractor entrusts any subcontractors or further subcontractors with the Services, Works covered by the Agreement without complying with the provisions of paragraphs from 1 to 4 above, the Ordering Party shall have the right to charge the Contractor with a contractual penalty in an amount of PLN 100,000.00 (say: one hundred thousand zlotys) for each violation, payable within 7 days from receipt by the Contractor of a debit accounting note issued by the Ordering Party. The contractual penalty referred to in the preceding sentence may be settled by way of making a deduction by the Ordering Party from the amount due to the Contractor from the Ordering Party. The Ordering Party reserves the right to seek damages on general principles if the amount of damage exceeds the amount of the contractual penalty.
 6. In the further part of the General Terms and Conditions, the provisions concerning subcontractors refer respectively to further subcontractors.

Article III: Time Limits for THE PERFORMANCE OF THE AGREEMENT

1. The Contractor shall immediately inform the Ordering Party of any situation which may affect timely performance of the Subject Matter of the Agreement. The above information shall not relieve the Contractor of any obligations set out in the Agreement. The Ordering Party shall have the right to carry out an inspection at the Ordering Party's own expense, aimed at checking progress in performance of the Agreement by the Contractor, informing the latter of that fact 1 day in advance.
2. The time limit for the performance of the Subject Matter of the Agreement shall be understood as the date of completion of the Subject Matter of the Agreement by the Contractor in a place specified in the Agreement and confirmation of this fact with a document, ascertaining actual execution of the Work, Service.
3. A change of the time limit for the completion of the Subject Matter of the Agreement specified in the Agreement or interim time limits of the execution of the Services, Works if they were specified in a schedule of performance or in the Agreement, shall require written form and may be made only in the case of:
 - a) extension of the material scope of the Subject Matter of the Agreement, during its performance;
 - b) a delay on the part of the Ordering Party in the performance of their obligations set out in the Agreement, which prevented the Contractor from commencing or continuing the performance of the Subject Matter of the Agreement;
 - c) occurrence of a Force Majeure event in accordance with Article XIII of the General Terms and Conditions
 - d) occurrence of problems and delays, documented and independent of the Contractor, connected with obtaining administrative decisions, approval of documentation by public authorities as a result of an extended period of its issuing or objection to it by a third party.
4. The Contractor shall be required to strictly adhere to interim time limits of the execution of the Services, Works, if such dates are specified in the schedule of performance or in the Agreement, subject to paragraph 3 above.
5. The condition for a change of a time limit will be doing all that is appropriate for a professional by the Contractor while conducting activities listed in paragraph 3 point b) above as well as informing immediately the Ordering Party about the occurrence of the above mentioned circumstances which can affect the time limit for the completion of the Subject Matter of the Agreement.

Article IV: REMUNERATION

1. Unless agreed otherwise, the Contractor shall be entitled to a lump-sum remuneration in consideration of performance of the Subject Matter of the Agreement ("Remuneration").
2. The Remuneration shall cover comprehensive performance of the material scope of Subject Matter of the Agreement set out in the Agreement.
3. The Remuneration shall be fixed and constant until the completion of Services, Works covered by the Agreement.
4. The Remuneration specified in the Agreement shall be net remuneration for the performance of the Subject Matter of the Agreement. The Remuneration specified in the invoices shall be each time increased by the tax on goods and services (VAT) in accordance with the applicable regulations.
5. In the event of a failure to perform all of the works covered by the Subject Matter of the Agreement, the Ordering Party reserves the right to reduce the Contractor's remuneration according to the scope of the works performed, which shall not exclude the right of the Ordering Party to claim damages and contractual penalties stipulated in the Agreement.

Article V: PAYMENT

1. Payment due for the performance of the Subject Matter of the Agreement shall be made based on an invoice (invoices), after its completion and fault-free acceptance by the Ordering Party. In the case of more than one invoice, the number of invoices shall be specified in the schedule of the settlement, contained in the Agreement or being an appendix to the Agreement. Services or part of services shall be deemed executed at the time of signing by the Parties of an appropriate acceptance protocol, referred to in paragraph 2 of this article.
2. Each time the basis for issuing an invoice by the Contractor shall be a Works, Services acceptance protocol (final protocol) or part of them (partial protocol), signed by persons supervising the works on the part of the Ordering Party and the Contractor, as well as a written statement of potential subcontractors of lack of outstanding payments due for the Services, Works, subcontracted by the Contractor and remaining documents listed in the Agreement. The above mentioned protocol is attached as **Appendix No. 1** to the General Terms and Conditions.
3. The Contractor shall attach to the final invoice a cumulative breakdown of generated waste referred to in Article XII paragraph 2 point 2.5 of the General Terms and Conditions, provided that such waste is generated in relation to the execution of the Subject Matter of the Agreement.
4. Unless the Parties agree otherwise, the payment due shall be made by bank transfer, within 60 days of receipt by the Ordering Party of a correctly issued invoice together with the documents listed in paragraphs 2 and 3 of this article, to the Contractor's bank account indicated in the relevant invoice or a different commitment document. Should the Contractor deliver the invoice without the documents referred to in paragraphs 2 and 3 of this article, the Ordering Party shall withhold the payment of the Remuneration, and the payment shall be made within 30 days of the date of delivery of the invoice to the Ordering Party together with the documents referred to in paragraphs 2 and 3 of this article, but no earlier than on the date specified in the preceding sentence and without having to pay statutory interest for late payment.
5. The Contractor shall provide a list confirming that they have remedied non-limiting defects if such defects were recorded in the acceptance protocol in order to receive the remuneration arising from the final invoice.
6. The date of payment shall mean the date when the amount due is debited from the Ordering Party's bank account.
7. If the Contractor fails to pay remuneration to subcontractors or further subcontractors, the Ordering Party shall have the right to withhold the payment of the Remuneration to the Contractor without having to pay interest for the delay.
8. Unless otherwise stipulated in the Agreement, in the case of a transaction with a domestic entity where the amount of the Remuneration is specified in the Agreement in a foreign currency, for the purpose of invoicing and payment the amount shall be converted into PLN at the average exchange rate of the National Bank of Poland applicable on the last working day preceding the day when tax obligation has arisen.
9. The Contractor may not transfer (make a bank transfer) to any third party the claim for payment of the Remuneration without prior written consent of the Ordering Party.
10. The Ordering Party represents that it has necessary financial resources for the performance of the Agreement.
11. It shall be possible to change or add a Contractor's bank account based on an official letter signed by the company's owner or a person indicated in the National Court Register (KRS).
12. Under a separate arrangement the Ordering Party shall allow the possibility of receiving invoices in electronic form. Signing the arrangement shall be deemed to signify the Contractor's acceptance of sending invoices to the Ordering Party electronically.

Article VI: VAT AND INVOICE

1. A correct invoice, beside statutory requirements, shall include the following data:
 - e) type of Services, Work as well as net and gross unit prices of each item. Each item in the Agreement should be specified in the invoice in the same way as in the Agreement,
 - f) Agreement number of the Ordering Party,
 - g) Cost Centre (MPK),
 - h) deadline and terms and conditions of payment in accordance with the Agreement;
 - i) information on the performance of Services, Works covered by the invoice, using own resources or employing the services of subcontractors together with a list of subcontractors,
 - j) a note about the contractual prohibition of making an assignment of claims without the consent of the Ordering Party, or information about an assignment to which the Ordering Party has granted consent,
 - k) in the case of foreign Contractors who are registered for VAT in the European Union — the relevant EU VAT identification number of the Contractor, subject to paragraph 6 belowAn invoice in the form of a one-page printout, on paper in unvarying colour, preferably white, completed in typescript, without handwritten entries, redundant stamps and free of any dirt, in an envelope with a note: "FAKTURA" ("INVOICE")

shall be sent by the Contractor to the following address of the Ordering Party: PKN ORLEN S.A., ul. Chemików 7, 09-411 Płock.

2. In the case the Contractor is a domestic entity, the Contractor shall be obliged to archive the copies of invoices, confirming that transactions have been made and constituting for the Ordering Party the basis for reduction of output VAT by the amount of input VAT, charged when performing the Subject Matter of the Agreement. In the case of a failure to meet the above requirement or if the copy of the invoice archived by the Contractor contains data which is different from the data specified in the original document provided to the Ordering Party, is incorrect in formal, legal, or materials terms, the Contractor shall be obliged to make full reparation for the damage occurred to the Ordering Party as a result of determination of the tax liability, including any sanctions and interest charged on the Ordering Party by tax authorities, in the amounts resulting from decisions of a given tax authority. The above applies also to situations in which the Contractor issues an invoice to the Ordering Party but is not entitled to do so.
3. In the case the Contractor is a domestic entity, the Contractor shall guarantee and be fully liable for the correctness of VAT rates applied, which means that should tax authorities question the right of the Ordering Party to deduct tax on the grounds that, in accordance with regulations, a given transaction was not taxable or was exempt from tax, the Contractor, at the written request of the Ordering Party and within the deadline specified therein, shall appropriately correct the invoice and reimburse the Ordering Party the difference within 30 days from the day on which the request is served. In the case the Contractor issues a corrective invoice, the Contractor agrees to reimburse the Ordering Party the amount equal to the amount of VAT questioned by tax authorities, whereas such reimbursement shall be made on the basis of an accounting (debit) note issued by the Ordering Party, within 30 days from the date it is served to the Contractor. In each of the above cases the Contractor shall reimburse to the Ordering Party the amount equal to any sanctions, interest, penalties, and other liabilities incurred by the Ordering Party or imposed by tax authorities, whereas such reimbursement shall be made in the manner described in the previous sentence.
4. The Ordering Party represents that it is an active tax on goods and services (VAT) payer and that it has been assigned Tax Identification Number NIP: 774-00-01-454. The European Tax Identification Number of the Ordering Party for intra-Community transactions is as follows: PL7740001454.
5. The Contractor represents to be an active tax on goods and services (VAT) payer with a Tax Identification Number (NIP), which the Contractor shall indicate for the Agreement/ or is exempt from the tax on goods and services (VAT), which the Contractor shall confirm before submission of the Agreement.
6. A Foreign Contractor with a registered office in the territory of the European Union, excluding domestic entities, represents that it is a registered value added tax payer and is obliged to indicate each time for the Agreement an appropriate EU VAT identification number, and the VAT tax will be settled by the Ordering Party according to the "reverse charge" rule, subject to the next sentence. A Foreign Contractor providing services for the Ordering Party, related to real estate located in the territory of Poland, the said Contractor being registered for VAT purposes in the territory of Poland, shall be obliged to indicate the VAT number assigned to them by the tax authorities in Poland in the content of an invoice and to settle the services in accordance with applicable Polish tax laws.
7. The Ordering Party authorises the Contractor to issue invoices without signature of the Ordering Party.

Article VII: INTELLECTUAL PROPERTY RIGHTS

1. The Contractor warrants that there are no valid patents or other industrial property rights, copyrights, or related rights, and know-how of third parties, which could be infringed by the Ordering Party as a result of using or disposing of the executed Subject Matter of the Agreement.
2. The Contractor hereby undertakes to relieve the Ordering Party of liability for any claims or objections made by third parties against the Ordering Party in connection with infringement of the aforementioned rights and to pay any potential costs (including legal services) and compensations awarded to the disadvantage of the Ordering Party, provided that the Ordering Party immediately notifies the Contractor of any allegations of this kind and claims arising therefrom and that the Contractor has the ability and right to explain the allegations and claims at their own expense and defend or control the defence against possible third party claims.

Article VIII: ACCEPTANCE

The Parties agree on the following procedure for acceptance of the Services, Works:

1. The scope of Services, Works being covered or built over, preventing later access, shall be reported within the time limit determined in paragraph 2 of this article. The acceptance of the material scope shall be in accordance with paragraph 2 of this article.
2. Partial acceptance/final acceptance.
Acceptance of the Subject Matter of the Agreement shall take place after the completion of part of/all the Services, Works. The Contractor shall notify the Ordering Party of the completion of Services, Works via fax or electronic mail (e-mail). The

Ordering Party shall set the date and commence the acceptance activities within 5 calendar days from the date of being notified of readiness for acceptance, and shall complete such activities no later than 3 calendar days from that date. If, in the course of the acceptance activities, it transpires that the Subject Matter of the Agreement has not been ready for acceptance due to defects found, the acceptance shall be withheld until the Contractor removes the defects as part of Remuneration. The deadline for removal of the defects shall be set by protocol recorded by the Ordering Party. If reasons for the lack of readiness for acceptance on the agreed dates are attributable to the Ordering Party, the Contractor shall complete works by the date and under mutually agreed terms and conditions. Defects and faults found, which do not limit acceptance, shall be removed after the signing of partial/final acceptance protocol of the Services, Works within the time limit set in the protocol. The partial/final acceptance protocol of Services, Works, signed by both Parties shall be the basis for issuing an invoice in accordance with principles set out in article V of the General Terms and Conditions.

3. Procedure of acceptance of as-built documentation.

If the Agreement determines that the Subject Matter of the Agreement includes also preparing documentation described in the Agreement, the Contractor shall hand over the prepared documentation to the Ordering Party in 3 counterparts in paper form and 2 counterparts on a CD disc for the purpose of its verification by the Ordering Party. The Contractor shall be obliged to hand over documentation to the Ordering Party each time within the time limit determined in the Agreement. The Ordering Party shall be entitled to submit to the Contractor comments and reservations to the documentation in writing, which the Contractor shall be obliged to include immediately in the contents of the documentation or produce in writing the reason for refusal of its inclusion, and in the case of non-submission by the Ordering Party of the said comments and reservations in writing within 10 business days from the date of its receipt the Ordering Party should approve the documentation in writing. In the case of lack of Ordering Party's written approval of documentation and non-submission of comments and reservations in writing within the time limit set out in the previous sentence, the Contractor shall request again in writing the Ordering Party to produce within 3 business days a written information on potential comments/reservation to the documentation or its approval. Where no submission has been made within the time-limit fixed in the previous sentence, the documentation shall be deemed approved by the Ordering Party. As-built documentation shall be handed over to the Ordering Party together with a notification for the Contractor of completion of the Services, Works in all fields and readiness for acceptance.

Article IX: INTEGRATED MANAGEMENT SYSTEM

The Ordering Party informs, and the Contractor acknowledges that:

1. An Integrated Management System has been implemented at the Production Plant of PKN ORLEN S.A. in Płock, PTA Plant in Włocławek, and Fuel Terminals. The purpose of the Integrated Management System is to ensure compliance with the applicable regulations, amongst others, on environmental protection, as well as constant progress in the field of reduction of the environmental impact of the Plant.
2. The guiding document of the Integrated Management System is the "Integrated Management System Policy" (pl. "Zintegrowany System Zarządzania") of PKN ORLEN S.A.

Article X: ENVIRONMENTAL PROTECTION

1. The Contractor shall be obliged to perform the Services, Works connected with performance of the Agreement in a manner which does not violate the applicable regulations on environmental protection as well as ensures that the environmental impact of such works is minimised.
2. The Contractor is the producer of waste generated in connection with the performance of the Agreement within the meaning of the applicable regulations, in particular the Act on waste of 14 December 2012 (Polish Journal of Laws of 2013, item 21, as amended), subject to the provisions of paragraph 9 of this article.
3. The Contractor shall be obliged to keep records of waste as required by law as well as shall be fully liable for correct management of waste connected with the scope of the ordered Services, Works, in compliance with the applicable regulations and potential arrangements of the Agreement.
4. Waste should be transferred to authorised recipients who hold permits required by law. Waste should be removed from the place in which it is generated on an ongoing basis, whereas a transport batch of waste can be stored only at a place where it was generated. The place of waste storage should be secured against weather conditions and marked, in particular with the name of the Contractor, catalogue name, and type of waste (waste code).
5. After the completion of the Services, Works under this Agreement, prior to the acceptance of the task, the Contractor shall be obliged to submit a cumulative summary of data on waste generated when performing the Services, Works covered by the Agreement to the person responsible. The Cumulative summary shall contain data referred to in Article XII paragraph 2 point 2.5.
6. In the case of long-term Agreements, the Contractor shall be obliged to present the cumulative summary referred to in paragraph 5 of this article pertaining to the previous year by 31 January each year.

7. PKN ORLEN S.A. shall be the producer and owner of scrap metal waste (including contaminated waste).
8. The Contractor shall be obliged to agree on the procedure for managing metal scrap, as referred to in paragraph 7 of this article, with a competent Terminal Manager of PKN ORLEN S.A., or a person designated by the Ordering Party as a person responsible for the implementation of the Agreement.
9. The Contractor shall be obliged to clean up the premises after the completion of the Services, Works.

Article XI — OCCUPATIONAL SAFETY

1. The Contractor undertakes to strictly adhere to the provisions and arrangements contained in **Appendix No. 2 or 2*** to the General Terms and Conditions. The Contractor is bound only by one of the documents listed below, depending on the specifics of the material scope. The Ordering Party shall indicate the applicable document by way of attaching it to the General Terms and Conditions.
 - 1.1. Appendix No. 2 - Occupational Safety (*the document concerns works performed within all areas except for those described in point 1.2 below*);
 - 1.2. Appendix No. 2* - HSSE Clause - HSSE Requirements (*the document concerns works performed on Fuel Terminals of the Ordering Party or on the premises of Production Plant in Plock for the purposes of the area and on the premises of Logistics installation*).
2. The Contractor shall be obliged, prior to the commencement of works, based on a map contained in **Appendix No. 3** to the General Terms and Conditions, to inform the Contractor's workers, workers of subcontractors and other persons working for them, that on the premises of the Production Plant in Plock and PTA Plant in Włocławek:
 - a) they are allowed to move along the route specified on the map to the site of works;
 - b) they are allowed to stay in the area specified on the map during the performance of works;
 - c) they are not allowed to stay outside the specified area and the specified routes, except for cases connected with performance of the Agreement.
3. The Contractor shall ensure that obligations of the Contractor set out in this article are fulfilled also by the Contractor's subcontractors.

Article XII: ADDITIONAL OBLIGATIONS OF THE PARTIES

1. In addition to the obligations under the Agreement, the Ordering Party is obliged to ensure:
 - 1.1. preparation of the work site to the extent that is necessary for the performance of the Subject Matter of the Agreement by the Contractor in accordance with the schedule and deadlines specified in the Agreement,
 - 1.2. supervision of the representatives of the Ordering Party in the performance of the Services, Works;
 - 1.3. geological supervision as well as take-back and disposal of contaminated waters and soils, generated during the performance of the Services, Works, being the Subject Matter of the Agreement;
 - 1.4. access to energy and electricity utilities for a fee, in accordance with the terms and conditions set out in separate agreements with relevant departments of the Ordering Party, indicating a connection point;
 - 1.5. determining the time limit for and timely acceptance of the Services, Works;
 - 1.6. power of attorney authorising a proxy of the Contractor to represent the Ordering Party in the proceedings before public administration bodies and other institutions in matters related to the performance of the Subject Matter of the Agreement, e.g. the process of developing a comprehensive design documentation, obtaining the final decision on a building permit and any prior decisions, terms and conditions, opinions and approvals required by law.
2. In addition to the obligations under the Agreement, the Contractor is obliged to:
 - 2.1. Perform the Services, Works in accordance with approved documentation, technical knowledge as well as applicable provisions of law, and internal rules of PKN ORLEN S.A.;
 - 2.2. To only use materials that have been approved for marketing and use in the construction industry, having the required approvals or certificates;
 - 2.3. Not to use the services of subcontractors for performing the Services, Works without written consent of the Ordering Party;
 - 2.4. To comply with regulations within Polski Koncern Naftowy Spółka Akcyjna and connected with activities of external companies;
 - 2.5. Compliance with current regulations on environmental protection, including regulations related to waste management in accordance with the Act of 14 December 2012 on waste (Polish Journal of Laws of 2013, item 21, as amended), including with regard to keeping records of generated waste and preparing and providing the Ordering Party with cumulative summaries on waste generated during the performance of the Services, Works, after the completion of the Services, Works under the Agreement. A cumulative summary should contain the following information: data of the waste

- producer, type of performed service, code, catalogue name, amount of generated waste, data of the recipient of waste, as well as information on the management of waste (recovery, disposal);
- 2.6. Indicate unambiguously in concluded agreements the waste producer in every case of subcontracting the Services, Works during which waste will be generated. The subcontractor of the Services, Works, which generates waste should have a regulated formal and legal status to the requisite nature and place of pursued activity connected with generation of waste, during the term of the Agreement;
- 2.7. To keep the work site in order during the performance of the Services, Works, and after their completion, clean up of the work site where they were performed;
- 2.8. To repair any damages caused by the Contractor during the performance of the Subject Matter of the Agreement within the time limit agreed upon by the Parties;
- 2.9. To inform (in writing, by e-mail, or phone) the persons managing Fuel Terminals or responsible for the execution of the Agreement concerning long-distance pipelines of PKN ORLEN S.A., on the premises where the renovation services are being performed, about any type of Services, Works which can pose a risk to the environment, sudden events which the incidents have caused, and reporting any observations, comments, and opinions concerning environmental hazards and potential sources of hazards in Fuel Terminals or on long-distance pipelines of PKN ORLEN S.A.;
- 2.10. Getting acquainted with and applying document entitled "Integrated Management System Policy" created by and applicable in PKN ORLEN S.A.
- 2.11. Transmission to the Environmental Protection Coordination Team in Regions and the Capital Group (pl. *Zespół ds. Koordynacji Ochrony Środowiska w Regionach i Grupy Kapitałowej, OSK*) environmental documentation, i.e. Report on the Impact on the Environment before sending it to the relevant environmental protection authority;
- 2.12. Cutting scrap metal as part of the Services, Works under the Agreement to appropriate length in accordance with the Ordering Party's instruction and loading it on means of transport which collect it, unless the Agreement provides otherwise.
- 2.13. Supplying on its own all materials, machines and devices necessary for the execution of the Agreement, unless the Agreement provides otherwise. The Contractor ensures that any materials used for the performance of the Services, Works under this agreement are free of legal defects, including any third party encumbrances and claims, and that they meet the standards required by law;
- 2.14. Close coordination of the Services, Works with the representative of the Ordering Party to ensure uninterrupted working of the Fuel Terminal and long-distance pipelines;
- 2.15. Preparation of appropriate acceptance documentation;
- 2.16. Not charging indirect costs, profit, or active plant supplement to the amount charged for the work of equipment, in the case of use of the Ordering Party's equipment when performing the Services, Works under the Agreement;
- 2.17. Not to employ workers of the Ordering Party in performing the Services, Works under the Agreement;
- 2.18. Take over of the work site by a protocol, organising and equipping the construction site facilities and liquidating them after the completion of the Services, Works, marking the construction site or other places, in which works might be performed;
- 2.19. Having a valid and paid out third party insurance (tort and contact) with a minimum of USD 2 mln for an event, extended to civil liability insurance of the employer with a limit of minimum PLN 1 mln, civil liability insurance for compensation for environmental damage with a limit of PLN 2 mln for an event and for damages caused by subcontractors with a limit of USD 2 mln for an event (in the case when a Contractor uses subcontractors), if the performance of Services, Works being the Subject Matter of the Agreement is connected with the performance with especially dangerous Services, Works as well as Services, Works on tanks. In the remaining cases the Contractor is obliged to have a third party insurance in the above mentioned scope with liability limits approved by the Ordering Party;
- 2.20. Organising and covering the cost of transport of the Ordering Party's supplies from its warehouse to the construction site and their loading and unloading;
- 2.21. Liability for Ordering Party's supplies from the time of their receipt from the warehouse of the Ordering Party until the handover of the facility to the Ordering Party after the completion of the Services, Works under the Agreement. The Contractor shall take measures to protect the supplies from loss and damage during transport and assembly/installation Services, Works and undertake to cover any losses arising from failure to adequately protect the supplies;
- 2.22. Providing the Ordering Party, at its request, with information on the progress in the execution of this agreement. In the case of a risk of not meeting the contractual time limit and the possibility of a delay of the Services, Works, the

Contractor is obligated to inform the Ordering Party in writing on an ongoing basis of the causes, size, and consequences of the delay;

2.23. Performing the Services, Works in accordance with PN-N-18001:2004 standard.

3. In the case of production, repair, or modernisation of technical devices or production of components or materials for their production, and repair and modernisation, the Contractor shall be obliged each time to hold and present to the Ordering Party a relevant authorisation issued by the body of a competent technical supervision unit (Office of Technical Inspection (UDT) or Transport Technical Inspection (TDT)) in accordance with the Act of 21 December 2000 on technical inspection (Polish Journal of Laws of 2013, item 963, as amended).
4. The Contractor shall ensure that their workers and other persons whose services the Contractor uses to perform the works under this Agreement with regard to the operation of equipment, installations, and grids on the Ordering Party's premises have adequate professional qualifications arising from the Act of 10 April 1997 — the Energy Law (i.e. Journal of Laws of 2012, item 1059, as amended) and the Ordinance of the Minister of Economy, Labour and Social Policy of 28 April 2003 on detailed rules confirming qualifications of individuals maintaining equipment, installations and grids (Journal of Laws of 2003, No. 89, item 828, as amended).
5. In addition, as part of the Remuneration, the Contractor shall be obliged to fulfil the obligations arising from the Agreement in such a way so as to ensure that maintenance of materials, equipment and/or equipment provided to the Ordering Party as part of the performance of the Subject Matter of the Agreement is located in the territory of the European Union and in such a way so as to ensure that the purchase of spare parts is possible in the territory of the European Union.
6. The Contractor shall ensure that obligations of the Contractor set out in this article are fulfilled also by the Contractor's subcontractors.

Article XIII: FORCE MAJEURE

1. Neither Party shall be held liable for non-performance or improper performance of the Agreement or for any damages caused by a Force Majeure event.
2. The occurrence of a Force Majeure event and its impact on the performance of the Agreement as well as occurrence of damage must be demonstrated by the Party, citing the Force Majeure and confirmed by the other Party.
3. Force Majeure shall be considered all external and sudden events which could not be anticipated at the time of conclusion of the Agreement, which could not be countered, and the impact of which could not be prevented, in particular acts of war, terrorism, riots, natural disasters, decisions of the state authorities, or any other fortuitous events, which caused contamination or chemical or radioactive poisoning of people, immovable, or movable property.
4. The period when these events take place shall be appropriately reflected in the Schedule of performance of the Services, Works. Should such a period exceed 3 months, both Parties shall agree upon new terms and conditions of cooperation in writing.
5. The Party which is not able to fulfil its obligations due to Force Majeure shall be obliged to immediately notify the other Party of that fact in writing, however not later than within 24 hours from the occurrence of such events. When a given Force Majeure event ceases to exist, the other Party shall be informed thereof without delay. Failure to comply with the above-mentioned obligation shall result in the loss of the right to cite a Force Majeure event.

Article XIV: WARRANTIES

1. The Contractor shall provide a 36-month warranty for all the works performed as part of the Subject Matter of the Agreement and for the materials used, except as otherwise provided for in the Agreement.
2. The warranty shall be valid from the date of signing by the Parties of the final acceptance protocol of the Services, Works.
3. Under the warranty provided, the Contractor undertakes to remove at the Contractor's expense any defects in the Subject Matter of the Agreement performed, which manifested during the warranty period. The Parties shall each time agree in writing upon the deadline for removal of defects, which, however, cannot be longer than 14 calendar days.
4. If the Contractor refuses to agree on the deadline for removal of defects or fails to meet such a deadline, the Ordering Party shall have the right to perform the activities on its own or with the use of third parties and to use the rights referred to in Article XVI of the General Terms and Conditions.
5. The Ordering Party shall also have the right to carry out the repair and replacement of elements on its own or using the services of a different entity, in the case of lack of repair of the defects by the Contractor. The provision of the preceding sentence shall only apply if the Contractor is informed thereof in advance.
6. In the cases referred to in paragraphs 4 and 5 of this article, the Ordering Party has the right to charge the Contractor with the costs incurred by the Ordering Party, and the Contractor is obligated to return the costs to the Ordering Party within 14 days from the date of issuing by the Ordering Party of an appropriate accounting (debit) note.

7. The warranty is without prejudice to the Ordering Party's rights under the warranty for physical or legal defects pursuant to the Polish Civil Code.
8. In the case the Ordering Party exercises its rights resulting from the granted warranty, the warranty period shall be resumed from the day on which the Ordering Party accepted the Works, Services without reservations, after removal of defects for the element which the defect concerned, if it did not have a significant impact on the whole Subject Matter of the Agreement.

Article XV: LIABILITY

The Contractor shall be fully liable for any damage caused, both by the Contractor and by the Contractor's subcontractors, during the performance of the Subject Matter of the Agreement as well as damages caused to the Ordering Party as a result of non-performance or improper performance of the Agreement.

Article XVI: CONTRACTUAL PENALTIES AND WITHDRAWAL FROM THE AGREEMENT

1. The Ordering Party may charge the Contractor with and demand contractual penalty in the following cases:
 - a. in the case of a delay in performance of the Subject Matter of the Agreement by the Contractor — a contractual penalty in the amount of 0.2% of the value of the net Remuneration for each day of delay with respect to the completion date of the Services, Works specified in the Agreement;
 - b. in the case of a Contractor's delay in meeting the interim completion dates provided that they are specified in the Agreement — a contractual penalty in the amount of 0.2% of the value of the net Remuneration for each day of delay;
 - c. in the case of a Contractor's delay in removal of defects found during acceptance or during the warranty period — a contractual penalty in the amount of 0.2% of the net Remuneration for each day of delay, starting from the date specified as the deadline for remedying defects; the above provision does not exclude the Ordering Party's rights resulting from Article XIV of the General Terms and Conditions.
2. The Contractor shall pay the contractual penalties charged as referred to in this article, based on accounting (debit) notes issued by the Ordering Party within 7 days from the date on which the Contractor was served the note. The Ordering Party shall have the right to deduct a contractual penalty from the amount due to the Contractor.
3. In the case the Contractor fails to observe the provisions of Article XX of the General Terms and Conditions, the Contractor shall pay the Ordering Party a penalty payment in the amount provided for a given type of violation, stipulated in specific paragraphs of the eighth chapter of the Instructions on Individual Traffic at PKN ORLEN S.A. (version for external entities in **Appendix No. 6** to the General Terms and Conditions) up to the total of the amounts indicated therein. The Contractor shall pay the payment penalties referred to in the preceding sentence based on the accounting (debit) notes issued by the Ordering Party within 14 days from the date on which the Contractor was served the note.
4. The Ordering Party may withdraw from the Agreement without giving any reason, within the time limit specified in the Agreement as the date of completion of performance of the Subject Matter of the Agreement, subject to paragraph 5 of this Article.
5. The Parties stipulate that the withdrawal may take effect ex nunc (from the first week) after submission of a statement of withdrawal by the Ordering Party. The Contractor shall continue the Services, Works according to the schedule, fulfilling the obligations under Article XII paragraph 2 of the General Terms and Conditions, and shall finish the works at stages constituting a technological whole, and the Ordering Party shall pay for them, based on a correctly issued [invoice], in accordance with rules specified in Article V of the General Terms and Conditions, invoice. The Contractor shall not be entitled to compensation for termination of the Agreement.
6. Should the Ordering Party withdraw from the Agreement, the Contractor shall take inventory of the scope of the Services, Works performed so far, documenting the costs incurred, and shall settle the Services, Works performed, after obtaining a prior written approval of the Ordering Party, and the Ordering Party shall pay for the them on the basis of a correctly issued invoice, in accordance with the principles set out in this Agreement. The invoice referred to above shall be issued based on an acceptance protocol of performed works, signed by authorised persons on the part of the Ordering Party and the Contractor and a statement of final account approved by the Ordering Party and prepared on the basis of a quantity survey confirmed by the representative of the Ordering Party and based on the catalogues of standards and parameters for costing agreed upon by the Parties in writing. If the Contractor performs a supply and assembly of equipment, such works shall be settled on the basis of purchase invoices.
7. In addition, the Ordering Party reserves the right to withdraw from the Agreement if the Contractor or a third party files a bankruptcy petition regarding the Contractor or if a non-final decision is issued by a court or a different competent body against the Contractor which may form the basis for the seizure of the Contractor's assets to satisfy or secure any third party claims against the Contractor.

8. The Ordering Party reserves the right to withdraw from the Agreement by fault of the Contractor in particular in the following cases:
 - a) due to non-performance or improper performance of the contractual obligations by the Contractor;
 - b) when the Contractor loses the capacity to perform the Subject Matter of the Agreement;
 - c) due to unjustified delays in the performance of the Subject Matter of the Agreement caused by the Contractor;
 - d) due to failure to observe the environmental protection, OHS, and fire regulations applicable on the premises of PKN ORLEN S.A.
 9. The rights mentioned above shall not exclude any right of the Ordering Party to withdraw from the Agreement in accordance with the principles provided for in the Civil Code.
 10. Should the Services, Works already completed by the Contractor be of measurable economic significance to the Ordering Party, in the case of occurrence of circumstances justifying the withdrawal of the Ordering Party from the Agreement, which circumstances are provided for in legal regulations or the present Agreement, a partial withdrawal from the Agreement shall be possible. In the case of a partial withdrawal of the Ordering Party from the Agreement the relevant provisions of Article XVI paragraph 6 of the General Terms and Conditions shall apply.
 11. In the case of withdrawal by the Ordering Party from the Agreement in accordance with the above provisions of this article (in this case withdrawal based on the rules provided for in the Civil Code), the provisions of the Agreement shall apply accordingly to the part of works, performances, equipment, other [items] not covered by the withdrawal. This shall apply in particular to warranties and securities granted on the basis of the provision of Articles XIV and XIX of the General Terms and Conditions.
 12. If the Ordering Party withdraws from the Agreement by fault of the Contractor, the Contractor shall pay the Ordering Party a contractual penalty in the amount of 20% of the net Remuneration.
 13. The Ordering Party reserves the right to seek damages on general principles if the amount of damage exceeds the amount of the contractual penalties stipulated in the Agreement. The Ordering Party shall have the right to seek payment from the Contractor of all contractual penalties stipulated in this agreement also after the Agreement expires as a result of submission of a statement of withdrawal by the Ordering Party.
 14. The aforementioned contractual penalties shall be considered as additional to other contractual penalties or compensations specified in the Agreement, arising from the Contractor's failure to meet the guaranteed technological parameters and other damages caused by the Contractor.
 15. In the case of application of, amongst others, the provisions of this Article, the Ordering Party shall have the right to deduct the amount equal to the amount of contractual penalties/compensations from the amount of the payment under the Agreement. Irrespective of the form of settlement – the deduction from the payment of amounts due or bank transfer to the Ordering Party – the Ordering Party shall issue an accounting (debit) note for the amount of contractual penalties/compensations.
- Article XVII: DATA PROTECTION**
- I. Business Secret
 1. The Contractor undertakes to keep confidential information provided directly or indirectly by the Ordering Party (in any form whatsoever, i.e. in particular orally, in writing, electronically) as well as information obtained by the Contractor in a different manner during mutual cooperation, including in connection with the conclusion and execution of this Agreement, where such information refer directly or indirectly to the Ordering Party, Companies belonging to the Ordering Party's Group or their contractors, including the content of this Agreement. The Parties agree that all technical, technological, organisational, or other information of economic value, undisclosed to the public, provided by the Ordering Party or on its behalf or obtained by the Contractor in a different manner in the course of negotiations, conclusion and execution of the Agreement shall be treated as business secret within the meaning of Article 11 paragraph 4 of the Act of 16 April 1993 on unfair competition (Journal of Laws 2003, No. 153, item 1503, as amended) (hereinafter referred to as: "Business Secret") unless at the moment of transmission, a person providing the information determines in writing or in an electronic form a different nature of such information from the nature stipulated above.
 2. The obligation to keep confidential the information referred to in paragraph 1 article Of this article, shall be understood by the Parties as a prohibition to use, disclose, or transmit any such information in any manner whatsoever to any third parties, except for the following situations:
 - 2.1. disclosure or use of the information is necessary to properly execute this agreement and is consistent with this Agreement, or
 - 2.2. information at the moment of its disclosure has been already made publicly available and it has been disclosed by the Ordering Party or upon the Ordering Party's consent or in a manner other than through an action or omission to act inconsistent with law or any Agreement, or
 - 2.3. the Contractor has been obliged to disclose information by a court or authorised body or in the event of a legal obligation to make such a disclosure, however the Contractor shall immediately inform the Ordering Party in writing about the obligation to disclose information and its scope as well as shall take into consideration, as far as possible, recommendations of the Ordering Party concerning the disclosure of information, in particular as regards filing a request for anonymity, contesting, appealing or taking another equivalent legal remedy as well as shall inform the court or authorised body about the protected nature of disclosed information, or
 - 2.4. The Ordering Party has granted a written consent to the Contractor to disclose or use the information for a particular purpose, in a manner indicated by the Ordering Party.
 3. The Contractor shall be obliged to undertake such safety measures and manners of conduct which will be appropriate and sufficient to ensure safe, and consistent with this agreement and legal regulations, processing of the Business Secret in order to prevent any unauthorised use of, transmission, disclosure, or access to such information. The Contractor shall not, in particular, copy or record the Business Secret if this is not justified by proper performance of this Agreement by the Contractor. The Contractor shall be obliged to immediately inform the Ordering Party about any violations of the rules of protection or unauthorised disclosure or use of the Business Secret, being processed in connection with the performance of this Agreement.
 4. The obligation to keep confidential the information referred to in paragraph 1 above shall apply also to the Contractor's employees and other persons, including in particular auditors, advisers, and sub-contractors, to whom the Contractor will disclose such information. The Contractor shall be obliged to oblige the aforementioned persons in writing to protect the Business Secret on at least the same terms and conditions as set out in this Agreement. The Contractor shall be fully liable for actions or omissions of persons who have obtained access to the Business Secret, including assuming the liability referred to in paragraph 8 of this article.
 5. The Contractor shall be obliged, at each request of the Ordering Party, within not more than 5 days, to send to the Ordering Party a list of persons and entities who, via the Contractor, have gained access to the Business Secret. Any failure to meet the obligation referred to in this paragraph shall be treated as unauthorised disclosure of the Business Secret, resulting in the liability referred to in paragraph 8 of this article.
 6. The obligation to maintain confidentiality of information shall be binding during the term of this Agreement as well as in a period of 10 years after its termination, expiry or annulment thereof, or annulment of legal effects. If despite the expiry of the period of protection of the Business Secret mentioned in the previous sentence such information is still subject to protection based on internal regulations or decisions of the Ordering Party or on the basis of special legal regulations, the Ordering Party shall notify the Contractor in writing of the extension of the period of protection by an additional period indicated by the Ordering Party (however not longer than 10 years), to which the Contractor hereby agrees. The notification referred to in the above sentence shall take place before expiry of the 10-year period of protection mentioned in the first sentence of this paragraph, however not later than 10 business days before the aforementioned obligation ceases to be binding. The Parties jointly agree that the obligation described in this paragraph shall be in force irrespective of termination, expiry, or annulment of this agreement or annulment of legal effects thereof.
 7. Not later than within a period of 3 working days after the expiry of the period of protection, referred to in paragraph 6 of this article, the Contractor and any persons to whom the Contractor has transmitted the Business Secret shall be obliged to return to the Ordering Party or destroy all materials containing the Business Secret.
 8. In the case of an unauthorised use, transmission, or disclosure of the Business Secret by the Contractor, the Ordering Party shall have the right to demand that the Contractor pays a contractual penalty in the amount of 10% of the net value of the Agreement for each case of unauthorised use, transmission, or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Ordering Party to seek damages from the Contractor on general terms, in the case when the value of damage suffered exceeds the amount of the contractual penalty stipulated in this Agreement. The above shall not exclude in any manner other sanctions and rights of the Ordering Party set out in legal regulations, including in the Act of 16 April 1993 on unfair competition (Journal of Laws of 2003, No. 153, item 1503, as amended).
 9. In the case when in connection with execution of this Agreement it becomes necessary to grant access to or provide the Contractor with any personal data within the meaning of the Act of 29 August 1997 on personal data protection (consolidated text: Journal of Laws of 2014, item 1182, as amended), the Contractor shall be obliged to conclude with the Ordering Party, prior to the commencement of processing of such data, an appropriate, separate agreement the subject matter of which shall be the principles as well as the terms and conditions of protection and processing of such data.

10. In the case of generation of or access to information protected under the Act of 29 July 2005 on trading in financial instruments (consolidated text: Journal of Laws of 2014, item 94, as amended), the Contractor shall be obliged, at the request of the Ordering Party, to immediately provide a list of persons having access to such information prior to its disclosure to the public by the Ordering Party, together with statements signed by such persons, confirming that they have been advised on obligations and legal consequences connected with such access, including criminal liability.
11. In the case when, during the performance of this Agreement, it becomes necessary to grant access to or provide the Contractor with any information, in any form whatsoever, constituting the Business Secret of PKN ORLEN S.A., understood as a specially protected type of Business Secret of the Ordering Party, with regard to which special actions have been taken as specified in the internal acts of the Ordering Party, in order to maintain confidentiality of such information, and whose use, provision, or disclosure to an unauthorised person significantly threatens or infringes the interests of the Ordering Party, the Contractor undertakes to immediately conclude with the Ordering Party, prior to receipt and commencement of processing of such information, an annex to this Agreement, compliant with internal acts of the Ordering Party, the subject matter of which shall be the principles as well as terms and conditions of protection of the the Business Secret of PKN ORLEN S.A.
12. To avoid any doubts, the Parties confirm that the Contractor, irrespective of the obligations stipulated in this Agreement, shall be also obliged to comply with additional requirements concerning protection of particular kinds of information (e.g. personal data, confidential information) arising from the applicable legal regulations.

Article XVIII: EXTERNAL COMMUNICATION

1. The Contractor undertakes to obtain written consent of PKN ORLEN S.A. for including the name, trademark, or logo of PKN ORLEN S.A. on the Contractor's website, list of contracting parties, brochures, advertisements, or any other advertising and marketing materials. In such a case the Contractor undertakes to submit to PKN ORLEN S.A., together with the application for such a consent, a draft project of the materials, in which such data would be included.
2. The Contractor also undertakes to obtain prior written consent of PKN ORLEN S.A. for disclosure of the fact of cooperation with PKN ORLEN S.A. by transmitting to the mass media, such as press, radio, TV, Internet any information related to the Agreement. In such a case the Contractor undertakes to submit to PKN ORLEN S.A., together with an application for such consent, the content of the information that would be used in the mass media.
3. The obligation to obtain the consent referred to in paragraphs 1 and 2 of this article shall not apply to:
 - a) the case where the Contractor uses reference letters obtained from the Ordering Party, however, the absence of the obligation to obtain the said consent shall apply only to the Contractor's rights to submit letters of reference together with a bid submitted by the Contractor to a designated addressee,
 - b) the case where the Contractor listed on the Stock Exchange fulfils the obligations under legal regulations applicable in this field.
4. In the case of non-fulfilment or improper fulfilment of obligations set out in this paragraph, PKN ORLEN S.A. shall have the right to charge a contractual penalty in the amount of PLN 100,000.00 (say: one hundred thousand zlotys) for each documented case of violation. The payment of the contractual penalty referred to above shall not preclude PKN ORLEN S.A. from seeking a supplementary compensation based on general rules in the event that the amount of the damage incurred exceeds the stipulated amount of the contractual penalty.

Article XIX: SECURITY

1. The provisions of this article shall apply to the Agreement provided that it is explicitly indicated in the Agreement.
2. The Contractor shall provide the Ordering Party with a performance bond securing a proper and diligent performance of the Subject Matter of the Agreement and guarantee remedying of any defects or faults in the form of a bank/insurance guarantee which shall be irrevocable, unconditional, and payable on first demand, covering, amongst others, a guarantee of payment to the Ordering Party of the amounts due to the Ordering Party from the Contractor under the Agreement or under applicable laws, which have not been paid by the Contractor in due time. The bank/insurance guarantee, referred to in the preceding sentence, shall be given to the Ordering Party with the validity period to the expiry, in accordance with the Agreement, of the 14th day after the end of the period of the quality warranty provided to the Ordering Party by Contractor pursuant to Article XIV of the General Terms and Condition and for a sum guaranteed up to the amount equal to 10% of the net Remuneration.
3. The issuer and content of a bank/insurance guarantee shall be agreed upon by the Contractor with the Ordering Party in writing prior to its issuance.
4. The bank/insurance guarantee referred to above, together with powers of attorney of persons that have signed the guarantee document, shall be submitted by the

Contractor immediately after the signing of the Agreement by the Parties, but no later than prior to the issuance of the first invoice.

5. Failure by the Contractor to submit a bank/insurance guarantee in accordance with the Agreement within the required time limit shall constitute for the Ordering Party the basis for withholding the amount of a cash deposit from Remuneration due to the Contractor (hereinafter referred to as: "Substitutive Security Deposit") equal to the value of the agreed security. The amount of the Substitutive Security Deposit may be deducted by the Ordering Party from the first or subsequent invoices issued by the Ordering Party. If the Contractor provides the security specified in the above provisions of the Agreement or if the guarantee period expires (pursuant to Article XIV of the General Terms and Condition), the Ordering Party shall refund the Substitutive Security Deposit within 14 days of receipt of the Contractor's written request for a refund. In addition, if the Contractor fails to provide a security consistent with the provisions of the Agreement within the period of the quality guarantee, and moreover fails to remedy defects or faults covered by that guarantee (pursuant to Article XIV of the General Terms and Conditions), the Ordering Party shall have the right to charge the Contractor for the cost of remedying the defects or faults covered by the guarantee and may deduct the amount due from the Contractor from the Substitutive Security Deposit.
6. In the event that the Ordering Party is paid a specific amount on the basis of the bank/insurance guarantee within the period of validity of the guarantee, the Contractor shall be obliged, within 5 business days of the date of payment of the specific amount to the Ordering Party, to present a new bank/insurance guarantee with a sum guaranteed equal to the full value of the sum guaranteed indicated in paragraph 2 of this article. The foregoing provisions of this Article shall apply accordingly to the new bank/insurance guarantee which is a supplement to the security provided by the Contractor.
7. If the closing date of the quality guarantee given by the Contractor pursuant to Article XIV of the General Terms and Conditions is changed, the Contractor shall be obliged – regardless of the reasons for the change of the date – to give the Ordering Party a new guarantee compliant with paragraph 2 of this article, while the validity period of the new bank/insurance guarantee will expire 14 days after the expiry of the revised closing date of the quality guarantee. The new bank/insurance guarantee shall be submitted to the Ordering Party not later than 60 days before the closing date of the previous bank/insurance guarantee. The above provisions of this Article shall apply accordingly to a bank/insurance guarantee issued for the Ordering Party in accordance with the preceding sentence or if the guarantee has not been established.

Article XX: INDIVIDUAL TRAFFIC

In connection with regulations on individual and material traffic as well as other guidelines resulting from the management of individual and materials traffic in place at PKN ORLEN S.A., it is hereby agreed that:

1. The Contractor shall be obliged to:
 - a) get the persons employed in performance of the Agreement acquainted with and obliged those persons to observe the provisions of the valid regulation on individual traffic in PKN ORLEN S.A. (**Appendix No. 6** to the General terms and Conditions).
 - b) conclude with ORLEN Ochrona Sp. z o.o., which on behalf of PKN ORLEN S.A. performs all activities related to issuing of passes and collection of fees for their issuing, a separate agreement regulating the principles and procedures connected with handling the individual and materials traffic on the premises of the Company.
2. PKN ORLEN S.A. shall collect for processing personal data of persons employed in the performance of this agreement for the purpose of issuing passes to such persons by ORLEN Ochrona Sp. z o.o. and allowing them to enter the premises of the Company.

Article XXI – INFORMATION CLAUSE

PKN ORLEN S.A. with its registered office in Plock 09-411, ul. Chemików 7 informs that it is the controller of the personal data provided by the Contractor*, within the meaning of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 2002, No. 101, item 926, as amended), processed for the purpose and within the scope necessary to **operate** and implement this agreement. Sharing of personal data is voluntary and connected with conclusion and implementation of this agreement. As the data controller, PKN ORLEN S.A. hereby informs that recipients of personal data of the Contractor may be entities cooperating with PKN ORLEN S.A. in particular in connection with the implementation of the above purpose. The Contractor shall be entitled to access the contents of the Contractor's personal data and to correct them.

* this applies to a Contractor who is a natural person carrying out economic activity subject to entry in the Central Registration and Information on Business (CEIDG), also as a member of a civil law partnership.

Article XXII – COPYRIGHTS TO DOCUMENTATION

1. In the case when the Subject Matter of the Agreement includes preparing Documentation the provisions of this Article shall apply.
2. The Contractor represents and warrants that they have economic copyrights to the Documentation. At the same time, the Contractor declares that these rights are not restricted or encumbered with third party rights.
3. On the day on which the Documentation is submitted to the Ordering Party, the Contractor transfers to the Ordering Party, as part of the Remuneration, economic copyrights and related rights, to the extent necessary for an unlimited, as to time and place, use of the Documentation in all fields of use known at the time of signing of the Agreement.
4. The transfer of economic copyrights and related rights without any time limits and territorial limitations shall cover the following forms of use:
 - recording the Documentation on any data carries known at the time of signing of the Agreement and using any method known at the time of the conclusion of the Agreement;
 - reproducing the Documentation using any method known at the time of the conclusion of the Agreement on any data carries;
 - marketing the original or copies of the Documentation in any form and without any limitations;
 - entering the Documentation into computer memory;
 - entering and disseminating the Documentation in computer networks, including the Internet and intranet;
 - renting and lending the Documentation;
 - public performance, playback and display, making available the Documentation to the public in a manner allowing the general public to access the Documentation in any place and at any time;
 - publishing the Documentation in the form of brochures, publications, flyers and leaflets, and other forms of trade presentations.
5. The transfer of economic copyrights shall also include the authorisation to exercise derivative copyrights and the right of the Ordering Party to permit the exercise of derivative copyrights by third parties.
6. The Contractor agrees that the Ordering Party may introduce any changes and make any corrections to the Documentation.
7. The Parties agree that the Ordering Party or an entity authorised to use the Documentation shall be the user of the Documentation prepared under the Agreement.
8. Should any third party raise claims against the Ordering Party for breach of copyrights which, pursuant to the provisions of the Agreement, have been effectively transferred to the Ordering Party, the Contractor shall relieve the Ordering Party of the obligation to settle the third party claims and cover the costs of reasonable legal defence of the Ordering Party against these claims.
9. The Contractor shall ensure that the following wording is placed on each page of the design documentation and detailed design documentation as well as acceptance documentation and as-built documentation, including on the pages containing drawings, in a manner that is clearly visible and legible to recipients: All copyright and related rights to this Documentation are owned by PKN ORLEN S.A. [p. *Wszelkie prawa autorskie oraz prawa pokrewne do niniejszej Dokumentacji należą do PKN ORLEN S.A.*].
10. The Documentation provided by the Contractor shall be drawn up in Polish, possibly also in English if the Parties have agreed so in writing. The Documentation shall be submitted to the Ordering Party in a permanent form as a written document and, additionally, in electronic form.
11. After copyrights to the Documentation have been transferred by the Contractor to the Ordering Party, the Ordering Party also acquires the ownership of the submitted copies of the Documentation and data carries on which they are recorded as part of the Remuneration.

Article XXIII – INFORMATION AND COMMUNICATION TECHNOLOGY SECURITY

1. In the case that performance of the Subject Matter of the Agreement is connected with access to ICT infrastructure, the provisions of this article shall apply.
2. The Ordering Party shall provide the Contractor with physical access to rooms, zones, and ICT resources, processing Protected Data of the Ordering Party, with due account taken of the following safety rules:
 - 2.1. access shall only be allowed by appointment arranged between the persons responsible for the performance of this Agreement designated by the Contractor and the Ordering Party, only under the supervision of a designated employee of the Ordering Party;
 - 2.2. the list of persons authorised to access the aforementioned premises on behalf of the Contractor is attached as **Appendix No. 4** to the General Terms and Conditions;
 - 2.3. detailed information on the location of rooms and zones and ICT resources processing Protected Information of the Ordering Party which are used in them, relating to the execution of this Agreement (building name/number, room name/number), list of persons responsible for supervising the Contractor's employees designated by the Ordering Party in connection with the granted access are contained in **Appendix No. 5** to the General Terms and Conditions;

- 2.4. any change of the information referred to in paragraphs 2.2 and 2.3 of this article shall be confirmed within 2 business days, by a written request with signatures of persons authorised by the Contractor and the Ordering Party as persons responsible for the execution of this Agreement. The said change shall not require an annex hereto.
3. Physical access may be granted not earlier than after the signing of the Agreement and fulfilment of the requirements set out therein, as well as organisational and technical requirements for such access.
4. The Ordering Party does not plan to provide the representatives of the Contractor with logical access to ICT resources of the Ordering Party processing Protected Information or to conduct any works that would require such access. In the case of a justified need for logical access of the Contractor to any ICT resources of the Ordering Party the Parties agree to conclude an appropriate annex to the Agreement specifying the detailed liability and safety rules related to such an access.

Article XXIV: FINAL PROVISIONS

1. The provisions of Polish law, and specifically the provisions of the Polish Civil Code, shall apply to all and any issues not regulated hereunder.
2. All and any disputes arising from the Agreement, in particular with respect to its conclusion, violation, expiry, termination and cancellation thereof, shall be resolved by: in the case of domestic Contractors - by a common court of law with jurisdiction over the registered office of the Ordering Party, whereas in the case of foreign Contractors — by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.
3. Unless otherwise required by applicable mandatory law, any and all terms and conditions, amendments, and supplements to this Agreement must be confirmed by both Parties in writing to be valid.
4. Should the content of **Appendices No. 4, 5, and 6** be amended, the Ordering Party shall be obliged to inform the responsible person designated by the Contractor and indicated in the Agreement of any change in their content in writing, and as soon as the Contractor is informed thereof, the Contractor shall be bound by the revised provisions, which the Contractor undertakes to observe. In this case, an Annex to the Agreement shall not be required.
5. The following appendices constitute an integral part of the General Terms and Conditions:
 - No. 1: Services, Works Acceptance Report - form;
 - No. 2/2*: Occupational Safety or HSSE Clause
 - No. 3: Map with the construction site marked
 - No. 4: Information and Communications Technology Security - List of persons authorised to access on the part of the Contractor;
 - No. 5: Information and Communications Technology Security — List of persons designated by the Ordering Party as persons in charge of supervising the Contractor's staff members in connection with access granted;
 - No. 6: Excerpt from the current Regulation on individual traffic at PKN ORLEN S.A. - EXCERPT FOR EXTERNAL ENTITIES)

