

PARTICULAR CONDITIONS

Engineering, Procurement & Construction Contract

Public Company ORLEN Lietuva LPG flare system renovation

PARTICULAR CONDITIONS

Rev.	0	1	2
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PARTICULAR CONDITIONS

CONTENTS

CONTENTS	2
PARTICULAR CONDITIONS.....	3
ARTICLE 1.0 CONTRACT DOCUMENTS	3
ARTICLE 2.0 DEFINITIONS	3
ARTICLE 3.0 PRECEDENCE	4
ARTICLE 4.0 TIME FOR COMPLETION	5
ARTICLE 5.0 CONTRACT PRICE.....	5
ARTICLE 6.0 DAMAGES FOR DELAYS.....	6
ARTICLE 7.0 PROCESS GUARANTEES. DAMAGES FOR NON-PERFORMANCE.....	7
ARTICLE 8.0 COMMUNICATIONS	8
ARTICLE 9.0 PERFORMANCE BOND.....	8
ARTICLE 10.0 MISCELLANEOUS PROVISIONS.....	8

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PARTICULAR CONDITIONS
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This CONTRACT is entered into as of xxxx 2019 (Effective Date) by and between:
Public Company ORLEN Lietuva (hereinafter referred to as “OWNER”), represented by

xxxx – General Director

xxxx – Member of the Board of Directors

whose address is:

Public Company ORLEN Lietuva
Mažeikių Str. 75, Juodeikiai village
LT-89467 Mazeikiai Region
Lithuania

and

Public company xxxx (hereinafter referred to as “CONTRACTOR”), represented by xxxx
Mr. xxxx, whose address is:

xxxx

Hereinafter, both OWNER and CONTRACTOR are referred to individually as “PARTY” or collectively as “PARTIES”.

In consideration of the agreements herein contained, the PARTIES hereto CONTRACTOR and agree as follows:

ARTICLE 1.0 CONTRACT DOCUMENTS

CONTRACT shall mean agreement consisting of the below specified CONTRACT documents and attachments thereto, all of which by this reference are incorporated herein and made part of this CONTRACT:

- a) Particular Conditions:
 1. ANNEX 1: Inventory & Asset Management,
- b) General Conditions with Technical ANNEXES comprising:
 1. ANNEX 1 N/A
 2. ANNEX 2 (*Local General Requirements of Public Company ORLEN Lietuva*),
 3. ANNEX 3 (*Scope of Work*),
 4. ANNEX 4 (*Vendors List*),
 5. ANNEX 5 (*Change Order Procedure*),
 6. ANNEX 6 (*Unit Rates & Time Rates for Changes*),
 7. ANNEX 7 (*Payment Schedule*),
 8. ANNEX 8 (*Project Execution Plan*),
 9. ANNEX 9 (*Time Schedule & Project Organisation*),
 10. ANNEX 10 (*Sample Form of Work Handover and Acceptance Statement*),
 11. ANNEX 11 (*Mechanical Completion, Commissioning, Start-up, Turnover*),
 12. ANNEX 12 (*Proforma Performance Bond*),
 13. ANNEX 13 (*Regulations on the pass system of public company Orlen Lietuva*)

ARTICLE 2.0 DEFINITIONS

“CONTRACTOR” shall mean x and its legal successors or permitted assigns.

“OWNER” shall mean Public company ORLEN Lietuva, with its registered office at Mažeikiai str. 75, Juodeikiai, LT-89467, Mažeikiai Region, Lithuania, or its legal successors or permitted assigns

“CONTRACT EFFECTIVE DATE” means signing the CONTRACT by both PARTIES.

“DEFECTS LIABILITY PERIOD” shall mean 24 (twenty four) months from the date of issue of the PROVISIONAL ACCEPTANCE CERTIFICATE.

PARTICULAR CONDITIONS

“**MECHANICAL COMPLETION**” shall mean the PLANT (unit, system or any part thereof) has been constructed in accordance with the CONTRACT and the applicable drawings, specifications, applicable codes and regulations, including tests and checks necessary for commencement of initial testing and operations by OWNER in a safe manner. Construction debris must have been removed and the construction area cleaned up. The PLANT has been completed mechanically and structurally, put in a tight, new and clean condition; all deficiencies have been corrected to the extent that said deficiencies can be corrected prior to the introduction of fuel stock to the facility. All relevant WORKS as defined in ANNEX 3(*Scope of Work*) and those items noted as “CONTRACTOR Responsibility” in the Appendix 1 to the ANNEX 11 (*Mechanical Completion, Commissioning, Start-up, Turnover*) must have been completed by CONTRACTOR, except the items specifically agreed to as “Punch List” items defined in Appendix 7 to the ANNEX 11 (*Mechanical Completion, Commissioning, Start-up, Turnover*).

“**PLANT**” shall mean LPG Tanks Farms No.1 and No.2 located at OWNER’S premises and to be owned and operated by the OWNER, as defined in the Particular Conditions, CONTRACT and the ANNEXES thereto.

“**READY FOR START-UP CERTIFICATE**” shall mean the certificate to be issued by the CONTRACTOR upon MECHANICAL COMPLETION after Notice of Acceptance of Mechanical Completion is approved by the PARTIES – see ANNEX 11 (*Mechanical Completion, Commissioning and Start-up*) and to be accepted by the OWNER.

ARTICLE 3.0 PRECEDENCE

For the purposes of interpretation the priority of the documents forming a part of the CONTRACT shall be in accordance with the following sequence:

- (a) These Particular Conditions (including Attachment of Particular Conditions),
- (b) General Conditions,
- (c) ANNEX 3 (*Scope of Work*),
- (d) ANNEX 11 (*Mechanical Completion, Commissioning, Start-up, Turnover*),
- (e) ANNEX 4 (*Vendors List*),
- (f) ANNEX 2 (*Local General Requirements of Public Company ORLEN Lietuva*),
- (g) ANNEX 9 (*Time Schedule&Project Organisation*),
- (h) ANNEX 8 (*Project Execution Plan*),
- (i) ANNEX 10 (*Sample Form of Work Handover and Acceptance Statement*),
- (j) ANNEX 7 (*Payment Schedule*),
- (k) ANNEX 5 (*Change Order Procedure*),
- (l) ANNEX 6 (*Unit Rates&Time Rates for Changes*),
- (m) Any other document forming a part of the CONTRACT.

In the event of an express conflict between the documents listed above, or between any other documents which are a part of this CONTRACT, the CONTRACTOR shall follow the order of precedence unless a different precedence is specifically determined by the OWNER and mutually agreed by the PARTIES.

PARTICULAR CONDITIONS

ARTICLE 4.0 TIME FOR COMPLETION

TIME FOR COMPLETION until OWNER'S receipt of DETAILED DESIGN (IFC final version) for the WORKS shall be xxx (xxx) calendar xxx from the CONTRACT EFFECTIVE DATE.

TIME FOR COMPLETION until deliveries of all EQUIPMENT and MATERIALS shall be xxx (xxx) calendar xxx from the CONTRACT EFFECTIVE DATE.

TIME FOR COMPLETION until MECHANICAL COMPLETION of the PLANT shall be xxx (xxx) calendar xxx from the CONTRACT EFFECTIVE DATE.

TIME FOR COMPLETION until ready for START-UP of the PLANT shall be xxx (xxx) calendar xxx from the CONTRACT EFFECTIVE DATE.

TIME FOR COMPLETION until OWNER'S receipt of all TECHNICAL DOCUMENTATION for the WORKS shall be xxx (xxx) calendar xxx from the CONTRACT EFFECTIVE DATE.

TIME FOR COMPLETION until PROVISIONAL ACCEPTANCE CERTIFICATE shall be xxx (xxx) calendar months from the CONTRACT EFFECTIVE DATE.

ARTICLE 5.0 CONTRACT PRICE

The total CONTRACT PRICE for the Engineering, Procurement and Construction WORKS to be provided by the CONTRACTOR is EUR xxx (in words xxx EUR and xxx cents) exclusive of Lithuanian Value Added Tax (VAT), which takes into consideration the obligations of the PARTIES as per CONTRACT and consists of the fixed lump-sum net price and PROVISIONAL SUM as given below:

1. The fixed lump-sum net price (excluding VAT) is:

EUR xxx (in words xxx EUR and xxx cents)

which includes:

(a) The fixed Lump-sum net price (excluding VAT) of the design, detail engineering and TECHNICAL DOCUMENTATION - EUR xxx (in words xxx EUR and xxx cent);

(b) The fixed Lump-sum net price (excluding VAT) of all EQUIPMENT and MATERIALS, including spare parts for COMMISSIONING - EUR xxx (in words xxx EUR and xxx cents);

(c) The fixed Lump-sum net price (excluding VAT) of the Construction and SUPERVISORY SERVICES for Construction, PRE-COMMISSIONING and PERFORMANCE TEST - EUR xxx (in words xxx EUR and xxx cents).

2. PROVISIONAL SUM shall be - EUR xxx (in words xxx EUR and xxx cents) which includes:

(a) SUPERVISORY SERVICES calculated on the basis of the expected man - days EUR xxx (in words xxx EUR and xxx cents) shall be provided by CONTRACTOR, at OWNER'S request, and at the Time Rates listed below during START-UP and PERFORMANCE TEST(S) of the PLANT.

SUPERVISORY SERVICES will be paid for the actual performed man-days on SITE according to the following net rate (excluding VAT):

PRICING TABLE NO. 1		
Specialist	Expected man-days	Rate Value €

PARTICULAR CONDITIONS

1	xxx	xxx
2	xxx	xxx
3	xxx	xxx
4	xxx	xxx
5	xxx	xxx
Total		xxx

In case the PROVISIONAL SUM for SUPERVISORY SERVICES is exceeded the Amendment to this CONTRACT shall be signed.

(b) Training will be paid for the actual number of training courses services performed by CONTRACTOR upon OWNER request issued by OWNER's REPRESENTATIVE. The provisional maximum sum for training courses calculated on the basis of the following price shall be xxx EUR (xxx EUR and xxx cents).

PRICING TABLE NO. 2				
Name of training	Quantity of the people	Training hours	Place	Provisional Value €
<i>specify</i>	xxx	xxx	xxx	xxx
<i>specify</i>	xxx	xxx	xxx	xxx
<i>specify</i>	xxx	xxx	xxx	xxx
<i>specify</i>	xxx	xxx	xxx	xxx
Total	xxx	xxx	xxx	xxx

CONTRACTOR shall, not later than 90 (ninety) days prior to MECHANICAL COMPLETION, provide an itemised breakdown of the CONTRACT PRICE in the format shown in ANNEX 1 (*Inventory & Asset Management*) to the Particular Conditions. This itemised breakdown is for OWNER'S inventory and asset management system only. ANNEX 1(*Inventory & Asset Management*) to this Particular Conditions forms an integral part of it.

ARTICLE 6.0 DAMAGES FOR DELAYS

(a) CONTRACTOR shall pay to OWNER for late receipt of DETAILED DESIGN for each day of delay until the day of receipt of DETAILED DESIGN, an amount of 0.05% of total CONTRACT fixed lump sum net price per day. The agreed amounts provided for delayed receipt of DETAILED DESIGN will be paid by CONTRACTOR. Any delay shall be considered as the delay through the fault of the CONTRACTOR, if not otherwise proven by the CONTRACTOR.

(b) CONTRACTOR shall pay to OWNER for late deliveries of EQUIPMENT and MATERIALS for each full day of delay until the day of actual delivery, an amount of 0.05% of total CONTRACT fixed lump sum net price per day. The agreed amounts provided for delayed deliveries of EQUIPMENT and MATERIALS will be paid by CONTRACTOR. Any delay shall be considered as the delay through the fault of the CONTRACTOR, if not otherwise proven by the CONTRACTOR.

(c) CONTRACTOR shall pay to OWNER for late delivery of TECHNICAL DOCUMENTATION for each full day of delay until the day of actual delivery, an amount of 0.05% of total CONTRACT fixed lump sum net price per day. The agreed amounts provided for late delivery of TECHNICAL DOCUMENTATION will be paid by CONTRACTOR. Any delay shall be considered as the delay through the fault of the CONTRACTOR, if not otherwise proven by the CONTRACTOR.

PARTICULAR CONDITIONS

(d) CONTRACTOR shall pay to OWNER for late MECHANICAL COMPLETION of the PLANT for each full day of delay until the day of actual delivery, an amount of 0,3% of total CONTRACT fixed lump sum net price per day. The agreed amounts provided for delayed MECHANICAL COMPLETION of the PLANT will be paid by CONTRACTOR. Any delay shall be considered as the delay through the fault of the CONTRACTOR, if not otherwise proven by the CONTRACTOR.

(e) CONTRACTOR shall pay to OWNER for late issuing approved by OWNER Ready for START-UP certificate according to Article 15.10 of General Conditions for each day of delay an amount of 0.3% of total CONTRACT fixed lump sum net price per day. The agreed amounts provided for delayed START-UP of the PLANT will be paid by CONTRACTOR. Any delay shall be considered as the delay through the fault of the CONTRACTOR, if not otherwise proven by the CONTRACTOR.

CONTRACTOR agrees that all sums payable by CONTRACTOR to OWNER as damages for delay pursuant to this Article, may be deducted by OWNER from the CONTRACT PRICE to be paid to CONTRACTOR hereunder provided that CONTRACTOR has refused to pay such damages for delays within 30 (thirty) days from the actual final date of TIME FOR COMPLETION. It is further agreed that this clause shall not constitute a waiver of any right of OWNER to damages or other remedies of OWNER under this CONTRACT or otherwise for CONTRACTOR's improper performance or default in performance of any other aspect of this CONTRACT. The aggregate limit of damages for delay shall not exceed 30% of total CONTRACT fixed lump sum net price.

(f) The overall liability of the CONTRACTOR arising from any cause whatsoever, including breach of contract or warranty, liquidated damages, tort, negligence, strict liability, or any other causes shall not exceed the FIXED CONTRACT PRICE.

(g) OWNER shall pay to CONTRACTOR for late payments for each day of delay an amount of 0.05% of total CONTRACT fixed lump sum net price per day. Any delay shall be considered as the delay through the fault of the OWNER, if not otherwise proven by the OWNER.

ARTICLE 7.0 PROCESS GUARANTEES. DAMAGES FOR NON-PERFORMANCE

(a) Performance of the SDP-1 drainage system

GUARANTEE	PROCESS GUARANTEES	MINIMUM ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGES (% of CONTRACT PRICE)
SDP-1. Drainage system performance at maximum (designed) water flow*. Duration time – 4 hours.	100 % of the design flow	NA	TBD

* To one of SDP-1 vessel group dykes the maximum design cooling water flow will be directed, assuming that one vessel is on fire. At the same time water from fire trucks will also be sprayed into the same dyke. Water flow rate from fire trucks will be chosen as required for extinguishing vessel fire. Water supply duration - 4 hours. Draining system has to work as designed. Water in the dyke has to be drained by gravity to collecting ducts; it should not reach the other vessels which are "not on fire" and not being cooled; new collecting pond should not overflow.

PARTICULAR CONDITIONS

(b) Performance of the SDP-2 drainage system

GUARANTEE	PROCESS GUARANTEES	MINIMUM ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGES (% of CONTRACT PRICE)
SDP-2. Drainage system performance at maximum (designed) water flow Duration time – 4 hours.	100 % of the design flow	NA	TBD

* To one of SDP-1 vessel group dykes the maximum design cooling water flow will be directed, assuming that one vessel is on fire. At the same time water from fire trucks will also be sprayed into the same dyke. Water flow rate from fire trucks will be chosen as required for extinguishing vessel fire. Water supply duration - 4 hours. Draining system has to work as designed. Water in the dyke has to be drained by gravity to collecting ducts; it should not reach the other vessels which are "not on fire" and not being cooled; new collecting pond should not overflow; collecting tank PRZ-1 should not be overfilled, i.e. water supplied into it has to be pumped out to the new collecting pond, the collecting pond should not overflow.

c) Performance of the Flare systems (D-1, D-6) at the normal conditions.

GUARANTEE	PROCESS GUARANTEES	MINIMUM ACCEPTABLE PERFORMANCE	LIQUIDATED DAMAGES (% of CONTRACT PRICE)
1. Flow of the fuel gas to D-1 molecular sealing.	< 110 % of the normal design flow.	+ 20%.*	TBD
2. Steam flow to D-1 burner (smoke less mode).	< 110 % of the normal design flow.	+ 20%.**	TBD
3. Flow of the fuel gas to D-6 molecular sealing.	< 110 % of the normal design flow.	+ 20%.*	TBD
4. Steam flow to D-6 burner (smoke less mode).	< 110 % of the normal design flow.	+ 20%.**	TBD

* '+20%' means that in normal conditions the amount of fuel gas required for the operation of flare may exceed the design value by only up to 20%.

** '+20%' means that when releasing LPG to the flare, the amount of steam required for smokeless burning may exceed the design value by only up to 20%.

PARTICULAR CONDITIONS

ARTICLE 8.0 COMMUNICATIONS

8.1 All communications pursuant to or in connection with this CONTRACT shall be identified by OWNER'S CONTRACT number and shall be communicated as set forth below.

All contractual notices given under this CONTRACT shall be sufficient in writing and delivered in person to an authorized person of the PARTY to be notified, or sent to the PARTY to be notified, addressed as set forth above, by registered mail or facsimile. Facsimile messages must be confirmed in writing within 3 (three) days thereafter.

CONTRACTOR'S REPRESENTATIVE, Mr. xxxx is fully authorized to make commitments for and on behalf of CONTRACTOR until such times as the authorization is withdrawn or until satisfactory conclusion of this CONTRACT.

Contractual notices to OWNER shall be sent to OWNER'S address as set forth herein and marked for the attention of OWNER'S REPRESENTATIVE Mr. Algimantas Razgus.

8.2 Direct project communications:

OWNER'S REPRESENTATIVE shall be:	CONTRACTOR'S REPRESENTATIVE shall be:
Mr. Algimantas Razgus Project Manager Tel: +370 443 92242 Mob: +370 687 86249 Email: Algimantas.Razgus@orlenlietuva.lt	Mr. xxx Project Manager Tel: xxx Mob: xxx Email: xxx

8.3. All documentation in connection with and pertaining to this CONTRACT and all communications in the execution of this CONTRACT shall be in English language, except otherwise agreed by the PARTIES and in cases the Lithuanian language is necessary according the laws of the Republic of Lithuania.

ARTICLE 9.0 PERFORMANCE BOND

9.1 The CONTRACTOR shall provide a PERFORMANCE BOND in the format agreed with the OWNER for an amount equal to 10 % of the total CONTRACT PRICE. The amount of the PERFORMANCE BOND should be adjusted respectively in case the total CONTRACT PRICE is increased.

9.2 For the avoidance of doubt, the Parties expressly agree that The CONTRACTOR shall deliver the PERFORMANCE BOND to the OWNER within xxx working days from the date of the signature of the CONTRACT (CONTRACT EFFECTIVE DATE). In case CONTRACTOR fails to provide a PERFORMANCE BOND with the terms established, CONTRACTOR shall pay to the OWNER damages for such failure in a sum calculated at the rate of 0.05% (zero point zero five per cent) of the CONTRACT PRICE for each day until the PERFORMANCE BOND is provided. The PARTIES acknowledge that the damages under this Article are difficult or impossible to determine and that such payment constitutes a reasonable approximation of such damages, and not a penalty.. In case CONTRACTOR fails to provide a PERFORMANCE BOND within two (2) month from the date of the signature of the CONTRACT, the OWNER has a right to terminate the CONTRACT.

ARTICLE 10.0 MISCELLANEOUS PROVISIONS

10.1 The CONTRACTOR shall not assign this CONTRACT either wholly or in part, without the written consent of the OWNER.

PARTICULAR CONDITIONS

10.2 The OWNER reserves the right to assign this CONTRACT to the OWNER'S affiliates or the OWNER'S designated agent, as well as to the OWNER'S lenders or their agents or trustees, or to create for their benefit a security interest in its rights and interests under or pursuant to this CONTRACT.

10.3 Subject to the foregoing, the provisions of this CONTRACT shall extend to the benefit of and be binding upon the successors and assigns of the PARTIES hereto.

10.4 This CONTRACT sets out the entire agreement between the PARTIES with respect to the subject matter thereof and supersedes all prior negotiations, representations and agreements related thereto, whether written or verbal prior to the date of execution of this CONTRACT. The PARTIES hereto agree that any other conditions, including the CONTRACTOR'S own general terms and conditions are explicitly rejected and shall not form part of the CONTRACT, nor apply to the performance of the WORKS. Trade custom and trade usage are superseded by this CONTRACT and shall not be applicable in the interpretation or performance of this CONTRACT. The CHANGES or modifications to the CONTRACT shall be effective only if evidenced in writing and signed by the PARTIES hereto.

10.5 The partial or complete invalidity of any one or more provisions of this CONTRACT shall not affect the validity or continuing force and effect of any other provision. In the event a provision is determined to be partially or completely invalid, PARTIES agree to negotiate in good faith to reach equitable agreement which shall accomplish the original intent of the PARTIES as set forth in this CONTRACT.

10.6 The provisions of this CONTRACT which, by their nature are intended to survive the termination, cancellation, completion or expiration of this CONTRACT shall continue as valid and enforceable obligations of the PARTIES notwithstanding any such termination, cancellation, completion or expiration.

10.7 The PARTIES hereby represent and warrant to each other that in the performance of this CONTRACT and obligations assumed hereunder they are in strict compliance with all requirements of the applicable legislation of the European Union and the Republic of Lithuania regulating personal data protection.

10.8 The PARTIES confirm that for the purpose of this CONTRACT none of them process any personal data controlled by the other PARTY, whereas in case of any need to process such personal data controlled by the other PARTY, the PARTIES shall conclude a separate agreement on personal data processing.

10.9. The PARTIES understand that the OWNER is an entity related to PKN ORLEN S.A., which is subject to the confidentiality requirements applicable to the market governed by Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation or MAR) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC.

The PARTIES are aware of MAR text which is available at: <https://eur-lex.europa.eu/legal-content/LT/TXT/PDF/?uri=CELEX:32014R0596&from=lt>

Therefore, the CONTRACTOR shall comply with the procedures of the OWNER and PKN ORLEN S.A. on the inside information protection, as described in MAR, when it becomes aware of any inside information during performance hereunder.

In case of any doubts as to the lawfulness of the information use or disclosure, the CONTRACTOR shall address the OWNER in advance by notifying of the intention to use or disclose the information in any manner, and obtain the latter's consent both for the use or

PARTICULAR CONDITIONS

disclosure of the information as well as the contents of the inside information intended for use or disclosure, i.e. the CONTRACTOR shall deliver, together with its request, the draft of public notice which would contain such information.

10.10 Each and every PARTY, including their affiliates and representative offices (hereinafter, the PARTIES), confirms that in performance of the present CONTRACT it shall exercise due diligence and comply with all legal provisions of the European Union and the Republic of Lithuania binding on the PARTIES within the scope of preventing corruption.

Furthermore, each and every PARTY additionally confirms that in performance of the present CONTRACT it shall comply with all requirements of legal acts and internal regulations binding on the PARTIES with regard to standard of ethical conduct and prevention of corruption within the scope of settlement of transactions, costs and expenses, conflict of interest, granting and accepting gifts, and reporting such. The list of internal legal acts and regulations of the OWNER is available at:

<http://www.orlenlietuva.lt/LT/OurOffer/Forcontractors/Puslapiai/default.aspx>.

The list of internal legal acts and regulations of the CONTRACTOR is available at: (enter as required) xxx.

The PARTIES ensure that in conclusion and performance of the present CONTRACT none of them or their owners, shareholders, stockholders, members of the management board, directors and other staff members, subcontractors or other persons acting on their behalf have/has not made, proposed, promised, authorized to make and shall not make, propose, promise, or authorize to make any payment or another transfer constituting a financial or any other benefit directly or indirectly to any of the following:

(a) Any shareholder, member of the management board, director or another staff member or agent of a given PARTY or of any business entity controlled by or affiliated with the PARTIES;

(b) Any state official understood as a natural person performing a public function within the meaning given to this term in the legal system of a country in which the present CONTRACT is performed or in which the registered offices of the PARTIES or any business entity controlled by or affiliated with the PARTIES are located;

(c) Any political party, member of a political party, committee member, or candidate for a post in a state office;

(d) Any agent or intermediary in exchange for payment to anyone of the aforementioned; and

(e) Any other person or entity – in order to obtain their decision, influence or actions which may result in any privilege inconsistent with law or for any other improper purpose, if such action breaches or has breached the legislative provisions of the European Union and the Republic of Lithuania within the scope of prevention of corruption.

Payments for WORKS under the CONTRACT shall not be treated as financial or any other remuneration or benefit directly or indirectly made to the entities listed above.

The PARTIES shall immediately inform each other about the cases of breaching provisions of this Paragraph as well as in case of any suspicion that the actions of either of the PARTY'S representatives in relation to this CONTRACT may be corrupt, and shall cooperate accordingly. If the PARTY does not cooperate (does not provide information, answers to questions, etc.), the other PARTY shall be entitled to terminate the CONTRACT and claim damages in the amount of EUR 5'000. The PARTIES acknowledge that the damages under this Article are difficult or impossible to determine and that such payment constitutes a reasonable approximation of such damages, and not a penalty.

In order to duly fulfil the obligation referred to above, each and every PARTY confirms that during performance of the present CONTRACT it shall provide each and every person acting in good faith with a possibility of reporting irregularities on an anonymous basis via: (i) e-mail of

PARTICULAR CONDITIONS

the OWNER's Anonymous Irregularities Reporting System: anonim@orlen.pl, and (ii) to the e-mail address of the CONTRACTOR: (enter as required) xxx. Both PARTIES undertake to ensure the anonymity of persons reporting irregularities with the exclusion of cases prescribed by applicable legislation.

In case of any suspicions of corrupt activities made in connection with the present CONTRACT by any representatives of the PARTIES, PKN ORLEN S.A. reserves the right to conduct an anti-corruption audit of the Supplier/CONTRACTOR to verify whether the Supplier/CONTRACTOR complies with provisions of this Paragraph, including in particular to clarify all issues pertaining to a corrupt activity/activities.

10.11 This CONTRACT is issued in two original forms, one original for the OWNER and one duplicate original for the CONTRACTOR.

10.11 Nothing in this CONTRACT shall be deemed to represent that CONTRACTOR, or any of CONTRACTOR's employees or agents, are the agents, representatives or employees of OWNER. CONTRACTOR shall be an independent CONTRACTOR and shall have responsibility for and control over the details and means for performing the WORKS, provided always that CONTRACTOR is in compliance with the terms of this CONTRACT. Anything in this CONTRACT which may appear to give OWNER the right to direct CONTRACTOR as to the details of the performance of the WORKS or to exercise a measure of control over CONTRACTOR, shall mean that CONTRACTOR shall follow the desires of OWNER only as to the intended results of the WORKS.

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT in duplicate, intending each duplicate to serve as an original, on the date(s) written below.

XXXXXXXXXXXXXXXXXXXX
(CONTRACTOR)

Name: xxxxx

Sign: _____

Title: xxxxx

Date: _____

Public Company ORLEN Lietuva
(OWNER)

Name: xxxxx

Sign: _____

Title: General Director

Date: _____

Name: xxxxx

Sign: _____

Title: Member of the Board of Directors

Date: _____