

These General Terms and Conditions of Sale/Supply of Low Density Polyethylene (hereinafter referred to as the "General Conditions") define the principles of executing contracts of sale/supply for low density polyethylene offered by ORLEN S.A., with its registered office in Płock. The General Terms and Conditions form an integral part of all contracts for the sale/supply of low density polyethylene executed with ORLEN S.A. and apply thereto, unless the parties to a specific contract expressly provide otherwise. Any deviation from the application hereof must be made in writing or will be deemed null and void.

The General Terms and Conditions together with the Order (as defined below), the Sale Contract (as defined below) constitute the substance of the Contract executed by and between the Seller and the Purchaser (as defined below).

The General Terms and Conditions are subdivided into articles, paragraphs and titles, the subdivision being for reference purposes and not affecting the interpretation hereof.

Whenever the General Terms Conditions refer to:

<b>Seller</b>	ORLEN S.A., with its registered office in Płock, address: ul. Chemików 7, 09-411 Płock, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division – National Court Register under KRS: 0000028860, NIP: 774-00-01-454, BDO: 000007103, with share capital of PLN 1,451,177,561.25 (fully paid up);
<b>Purchaser</b>	a legal person, a natural person running a business or an organisational unit with legal capacity, who has placed an Order and with whom the Seller has executed the Contract;
<b>Product:</b>	the petrochemical product low density polyethylene, whose sale/supply is the subject matter of the Order;
<b>Order:</b>	an order for the purchase of a Product placed by the Purchaser, in accordance with the form attached as Annex 1 to the General Terms and Conditions;
<b>Sale Contract:</b>	the confirmation of the performance of the Order by way of sale/supply of the Product, submitted by the Seller in accordance with the specimen constituting Annex 2 to the General Terms and Conditions;
<b>Contract:</b>	the contract of sale/supply of the Product executed by and between the Seller and the Purchaser in the manner and with the substance indicated in the General Terms and Conditions;
<b>Working Day:</b>	is to be construed as each day of the week, excluding Saturdays and public holidays as defined in the Act on Public Holidays of 18 January 1951 (Polish Journal of Laws of 1951, No. 4, item 28, as amended);

In the General Terms and Conditions, the Seller and the Purchaser may be referred to separately or jointly as "**Party**" or "**Parties**".

#### **Article 1: TERMS AND CONDITIONS OF CONTRACT EXECUTION AND PERFORMANCE**

1. The Seller and the Purchaser may enter into the Contract by any means, including by the Purchaser's acceptance of the Sale Contract sent by the Seller. Unless otherwise specified in the Sale Contract, the acceptance of the Sale Contract by the Purchaser is to be made by sending to the Seller within five (5) Working Days of receipt of the Sale Contract a copy of the Sale Contract signed by persons authorised to act on behalf of the Purchaser. The Acceptance of the Sale Contract constitutes the acceptance of all changes and supplements to the Purchaser's Order made by the Seller and means the execution of the Contract on the terms and conditions contained in the Sale Contract and the General Terms and Conditions. The General Terms and Conditions are communicated to and accepted by the Purchaser at the latest when the Seller submits the Sale Contract,

2. The Purchaser is to submit Orders for the sale/supply of a Product in a specific month no later than fifteen (15) days before the start of the relevant month in which the sale/supply is to take place. The date of the Order is to be the date of receipt of such an Order by the Seller. The model Order is attached as Annex 1 to the General Terms and Conditions. Orders that have not been submitted in accordance with the template attached as Annex 1 to the General Terms and Conditions, or have not been submitted within the deadline indicated above, may not be processed by the Seller. When considering the Purchaser's Order, the Seller may, by the 25th day of the calendar month preceding the month in which the sale/supply is to occur or the next Working Day if the 25th day of the calendar month falls on a non-working day (i.e. a Saturday or other statutory holiday specified in the Act on Public Holidays of 18 January 1951 (Polish Journal of Laws of 1951, No. 4, item 28, as amended), unless the Parties agree otherwise in writing: (i) offer to execute the Order on the terms and conditions indicated in the Sale Contract, or (ii) refuse to perform the Order. If the Seller fails to submit an Sale Contract, the Contract is not executed. To avoid any doubt, failure to deliver the Sale Contract to the Purchaser within the aforementioned period is in no manner to be construed as acceptance of the Order by the Seller for execution. The Purchaser represents that the person placing the Order and accepting the Sale Contract is authorised to act on behalf of the Purchaser. The Seller represents that the person submitting the Sale Contract is authorised to act on behalf of the Seller.

3. It is permissible to place an Order at a date and for a period other than that specified in paragraph 2 above, provided that the Seller has previously confirmed directly in writing or electronically (by e-mail) the availability of the Product in the specific period and the Parties have agreed the deadlines for: placement of the Order, its Confirmation and acceptance of the Confirmation.

4. The sale/supply of the Product is performed according to the prices agreed by the Seller and the Purchaser and applicable on the date on which the Product is supplied to the Purchaser or to the carrier appointed by the Seller or the Purchaser.

5. The sale/supply of the Product may be performed in the following modes: one-off in parts. Regardless of the mode, the Parties determine the schedule for the sale/supply of the Product. In the case of partial sale/supply, each and every issue of the Product is accounted for as a separate, single sale/supply. In the case of several sale/supply of the same Product made during one day, it is permissible to issue a summary invoice covering sale/supply of the same Product throughout the day.

6. The Purchaser is obliged to provide the Seller in writing or by electronic means (e-mail) with any and all required instructions pertaining to the sale/supply in accordance with the rules described, depending on the supply base, in Article

2 and Article 3 below. Any additional costs, charges or expenses incurred by the Seller as a result of the failure to communicate or due to defective communication or alteration of previously communicated instructions by the Purchaser are to be borne by the Purchaser.

The Purchaser is obliged to provide the Seller with all such documentation and information as may be required for the sufficient preparation and fulfilment of the transport documents and the fulfilment of the Seller's obligations under tax law and statistical data regulations.

7. The timely issue/supply of the Product means the issue/supply of the Product on the date agreed in the delivery schedule (i.e. between 0:00 and 24:00 hours) including a tolerance of +/- two (2) Working Days.

8. Irrespective of the above, the Seller reserves the right to change the time and date of supply if circumstances beyond the Seller's/Supplier's control occur, e.g.: traffic restrictions, roadblocks, logistical difficulties or reduced capacity of carriers. The Seller will immediately notify the Purchaser of any situation that may affect the timely sale/supply. In the event that the Purchaser does not agree with the proposed change of time and date of supply, it has the right to cancel the supply in question, which is its exclusive remedy for the failure of the Seller to perform the supply.

9. The Seller reserves the right to charge the Purchaser with any additional costs incurred by the Seller arising as a result of a delay or non-collection if this occurs for reasons attributable to the Purchaser.

10. It is permissible to make adjustments to the quantity nominations for a specific calendar month, provided that the Purchaser communicates the requested adjustments directly in writing or electronically (by e-mail) to the Seller by the end of the month preceding the month to which the adjustment is to apply. Adjustment of quantity nominations may only be made with the consent of the Seller expressed in writing or electronically (e-mail).

11. The performance of sale/supply will be performed with a tolerance of +/-10% of the Product quantities indicated in the Sale Contract.

12. The sale/supply is to be performed at the delivery bases indicated in the Sale Contract, using the means of transport indicated therein, suitable for transporting the Product. The Party responsible for the provision of means of transport is to make sure that such means are in good technical condition and that the tanks are clean. The Seller reserves the right to refuse loading if irregularities are found in this respect.

13. The ownership of the Product and the risks associated therewith (including the risk of loss or deterioration) pass to the Purchaser upon delivery of the Product to the Purchaser or to the carrier indicated by the Seller or the Purchaser (however, to avoid any doubt, if several carriers are involved in the transport, the ownership of the Product and the risks associated therewith pass to the Purchaser upon delivery of the Product to the first carrier).

14. Failure to take delivery of the Product within a specific period or deadline for reasons attributable to the Purchaser does not transfer the Seller's/Supplier's obligations to sell/supply the Product to subsequent periods or deadlines, unless otherwise agreed by the Parties in writing.

15. In the event of a Party's failure to perform its obligations with respect to the sale/supply or purchase/receipt, as applicable, of the agreed quantity of Product (subject to the tolerance granted under paragraph 11 hereof) for reasons other than a Force Majeure Event or Unplanned Downtime (as defined in Articles 6 and 7 below, respectively), the other Party is entitled to a contractual penalty of 10% of the net value of the undelivered/uncollected Product, respectively, calculated on the basis of the arithmetic average of the net prices of the Product in force in the calendar month in which the sale/supply was to be carried out.

16. The Parties reserve the right to claim compensation on general terms exceeding the amount of contractual penalties indicated in paragraph 15.  
 17. The following documents are to be enclosed with each delivery of the Product (irrespective of the documents for settlement purposes by and between the Parties, sent by the Seller by post): (i) a quality certificate specifying the quality parameters of the Product delivered; (ii) a "Proof of Issue" – in the case of sales/deliveries carried out by road means of transport; and (iii) – others, if applicable.

**Article 2: RULES OF DELIVERY AT FCA PŁOCK**

2. As for deliveries carried out by the Purchaser's means of transport on an FCA basis, the delivery and collection point (place where the consignment is issued to the carrier by commission as indicated by the Purchaser) at the Seller's/Supplier's facility in Plock:

2.1 The Purchaser undertakes to execute the sale/supply schedule of the Product agreed upon by the Parties only in means of transport (cars and tank trucks) meeting the technical requirements. The means of transport referred to in the preceding sentence are to be labelled in accordance with applicable law and have transport documentation that does not raise any doubts concerning the Product that may be transported in them.

2.2. If the Purchaser fails to fulfil the terms and conditions specified in paragraph 2.1 hereof, the Seller reserves the right to refuse to accept the road means of transport at the delivery and collection point of the Seller's/Supplier's facility in Plock.

2.3 Each time the Purchaser dispatches an empty road means of transport to load the Product, the Purchaser is required to submit a sales/delivery schedule for the Product; the schedule should include the following information: numerical list of such road means of transport, date of arrival at the delivery and collection point of the Seller's/Supplier's Plant in Plock, name of the carrier indicated by the Purchaser for the transport of the Product, quantity and name of the Product and Sale Contract. The information mentioned above is to be transmitted electronically (e-mail) to the following address: zospp@orlen.pl at least four (4) working days prior to the planned date of arrival of the road means of transport at the delivery and collection point of the Seller's/Supplier's facility in Plock. In each case, the Seller is to notify the Purchaser by electronic means (e-mail) within one (1) working day from the date of receipt of the sales/delivery schedule proposal from the Purchaser that it accepts the submitted schedule or, if it is not possible to accept the schedule proposed by the Purchaser, submit a new schedule proposal. The timely delivery of the Product means the delivery of the Product on the date indicated on the proof of issue.

2.4 The Seller will load the Product on the road means of transport provided by the Purchaser provided that the terms conditions contained in paragraph 2.3. hereof are met. In the event of not meeting the terms and conditions specified in paragraph 2.3 hereof, the Seller reserves the right to load the Product to the road means of transport provided by the Purchaser and to issue the Product to the carrier indicated by the Purchaser according to a new schedule agreed by e-mail by and between the Seller and the Purchaser.

3. The Purchaser is obliged to provide the Seller with all the information required for the correct preparation and completion of the waybill (in the case of means of transport by road, the proof of issue will also constitute the transport document).

**Article 3: RULES FOR DELIVERY ON A CPT OR DAP BASIS**

1. In the case of deliveries to the Purchaser's Facility (construed as the place of destination), the Seller undertakes to provide an appropriate number of road means of transport suitable for transporting the Product, ensuring the delivery of the Product on terms and conditions and within deadlines determined by and between the Parties, as well as ensuring the proper technical condition and cleanliness of tanks of said means of transport.

2. The ownership of the Product and the risks associated therewith (including the risk of loss or deterioration) are transferred in the case of CPT base from the Seller to the Purchaser at the time of handing over the Product to the carrier at the Seller's Site acceptance point in Plock.

3. The ownership of the Product and the risks associated therewith it (including the risk of loss or deterioration) passes in the case of a DAP basis from the Seller to the Purchaser when the Product is placed at the disposal of the latter on the arriving means of transport ready for unloading at the location indicated by the Purchaser (construed as the place of issue).

4. The Purchaser will submit to the Seller by electronic means (e-mail), a proposed schedule of deliveries of the Product by road means of transport to the Purchaser's facility by the 7th day preceding the date of the planned deliveries at the latest. The Seller will confirm or propose a new schedule to the Purchaser by e-mail within two (2) Working Days of receipt of the schedule proposal from the Purchaser. The schedule agreed by the Parties will be binding on both Parties subject to the provisions of Article 1(7) above.

5. The Purchaser is obliged to fully unload the means of transport.

**Article 4: INVOICING AND PAYMENTS**

1. Payment for the Product is to be based on a VAT invoice to be issued by the Seller within the timeframe stipulated by the applicable tax law.

2. The invoice may be issued in PLN or any other foreign currency agreed upon by the Parties. In the event that an invoice is issued in another foreign currency – VAT will be indicated on the invoice in PLN and will be calculated in accordance with applicable tax law.

3. The prices, charges and fees mentioned in the General Terms and Conditions or the annexes are net amounts, net rates and will be increased by value added tax (VAT) in accordance with the applicable tax law to form the gross value, gross amount respectively.

4. The payment for the Product is to be made by wire transfer and credited to the bank account of the Seller indicated on the VAT invoice, within the payment period indicated on the VAT invoice. The obligation to pay for the Product is be deemed to have been fulfilled on the date on which the Seller's/Supplier's bank account is credited with the full amount due as per the VAT invoice.

5. If the payment for the Product (respective Product batches) is to be made in advance, it must be made before issuing the Product (Product batch) in the amount of 100% of the gross value of the Product (Product batch) according to the prices applicable on the date of the Product being issued. If on the day of making the prepayment for the Product the price of the Product that will be in force on the day of delivery of the Product is not known, the Purchaser is obliged to make a prepayment amounting to 100% of the gross value of the Product according to the prices in force on the day of making the prepayment, in which case the Seller reserves the right to perform the sale/supply of the Product only in the quantity corresponding to the value of the prepayment made by the Purchaser. If the value of the prepayment made by the Purchaser for the Product exceeds the value of the Product calculated according to the prices valid on the day of the release of the Product, the amount overpaid by the Purchaser, depending on the arrangements between the Parties, will be returned by the Seller to the Purchaser's bank account or credited to the performance of subsequent sales/supplies of the Product.

6. The Purchaser is obliged to pay the entire amount resulting from the VAT invoice (gross amount) without the right to deduct any of its receivables from the Seller regardless of whether they arise from the Contract or any other Contract executed by and between the Parties.

7. In the event that the Purchaser delays the payment of any amount it is obliged to pay under this Contract, the Seller will be entitled to charge interest at the statutory interest rate for delay in commercial transactions for each day of delay and, in addition, if the delay in payment exceeds three (3) calendar days, to withhold further deliveries of the Product until the arrears are paid or to apply the rigour of prepayment.

8. The sale/supply of the Product will occur within: the credit limit granted by or as part of a prepayment. For the purpose of granting or verifying a credit limit, the Seller will assess the financial credibility of the Purchaser or guarantor based on the financial documents of the Purchaser or guarantor provided by the Purchaser and reserves the right to require the establishment and presentation of additional collateral appropriate to the level of risk within a time limit specified by the Seller.

9. In case the credit limit changes, the Seller is obliged to immediately notify the Purchaser of any change in the size of the credit limit and the reasons thereof.

10. The Purchaser authorises the Seller to issue VAT invoices without its signature. Both the Purchaser and the Seller represent that they are active VAT taxpayers with tax identification numbers indicated respectively: in the case of the Purchaser – in the Order; in the case of the Seller – in the Sale Contract.

11. The VAT invoice will be based on the quantity of Product indicated on the delivery note.

12. In the event that a correction invoice has to be issued, the due date for payment is to be the same as for the original invoice, only calculated from the date of issue of the correction invoice.

13. Unless otherwise specified in other provisions or agreed by and between the Parties, all payments to the Parties are to be made within twenty one (21) days of the date of issue of the debit note. This provision does not apply to payments to be made on the basis of a debit document other than a debit note.

**Article 5: STATUTORY WARRANTY, COMPLAINTS**

1. The quality of the Product in question will be in conformity with the quality parameters set out in the standard applicable to the Product as indicated in the Sale Contract (hereinafter referred to as the "Specification"). With this end in mind, the Seller performs quality analysis of every batch of the Product. Each sale/supply is accompanied by a quality certificate specifying the quality parameters of a specific Product batch. The Seller is obliged to supply the Product in conformity with the Specification indicated in the Sale Contract and is not responsible for its subsequent use. Apart from the assurances indicated in the first sentence hereof, the Seller makes no other representations or warranties of any kind as regards the quality of the Product, its purpose or use.

2. The Purchaser undertakes to examine the Product (its quantity and quality) in a manner acceptable and appropriate for the Product, immediately after the sale/supply of the Product, however: no later than within ten (10) days following the date of issuing the Product, but at the same time no later than within two (2) Working Days from the date of the Product's arrival at the place of delivery indicated in the waybill – in the case of a quality complaint, and no later than within two (2) Working Days from the date of the Product's arrival at the place of delivery indicated in the waybill – in the case of a quantity complaint. If a quality defect is found, the Purchaser undertakes to lodge a complaint in writing to the Seller immediately upon discovery, but no later than within eleven (11) days following the date of issuing the Product, but at the same time no later than within three (3) Working Days from the date of arrival of the Product at the place of delivery indicated in the waybill. If a quantitative defect is found, the Purchaser undertakes to lodge a complaint in writing to the Seller immediately upon discovery, but no later than within seven (7) days having discovered the defect. The Purchaser's statutory warranty rights are lost if the Purchaser has not examined the Product and made a complaint within the time limits and in conformity with the provisions set out above. The complaint must be accompanied by documents proving the validity of the complaint.

3. Subject to paragraph 5 hereof, in the event of a complaint by the Purchaser, the Seller is obliged to deal with the complaint within thirty (30) Working Days.

4. The condition for the acceptance of a complaint and its consideration is that the Product is left in the means of transport in which it was transported (the consignment remains intact), with the stipulation that the Product is properly stored in such a means of transport so as to prevent any potential damage or depletion, in particular the Product may not be directly exposed to external factors such as the weather.

5. The Seller reserves the right to check the Product batch being the subject of a Claim at the Purchaser's site prior to unloading – the shipment remains intact. The condition for the consideration of the complaint in case of the Seller's/Supplier's employees on secondment will be the Purchaser ensuring

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requisite conditions to enable checking the Product batch being subject to the complaint, including, but not limited to, full access to such a Product batch and to the necessary relevant documentation and information.

6. The procedure of complaint investigation is to be suspended if relevant documentation is incomplete. The Seller is to promptly notify the Purchaser if the complaint investigation procedure is suspended and explain the reasons therefor. The Purchaser is obliged to supplement the complaint documentation within a deadline of five (5) Working Days from the date of receipt of a relevant notice.
7. If the Purchaser fails to supplement Claim documentation within the deadline specified in the above paragraph 6 hereof, the complaint will not be considered.
8. The Purchaser is not released from the obligation to pay the full price for the Product by filing a quality complaint. If the complaint is accepted and the price of the Product is reduced due to a defect, an appropriate part of the price paid by the Purchaser will be reimbursed to the Purchaser by means of an appropriate adjustment to the invoice.
9. The Seller may refuse to accept a complaint if the Product has been incorrectly used, processed or mixed. The Seller is not liable for the Product used in a manner inconsistent with its intended use and characteristics.
10. If the quality complaint submitted by the Purchaser is not accepted by the Seller, the result of the analysis of the Product obtained by a neutral, third-party laboratory (selected with the Contract of both Parties) will be binding and definitive for them as to the fact of the existence of a quality defect (and not as to the question of the cause of the defect and the Seller's/Supplier's liability). The parties will select a neutral, third-party laboratory within a period not exceeding five (5) days counted from the date of communication by the Seller to the Purchaser of the rejection of the quality complaint. The cost of the laboratory test is to be borne by the Purchaser. The Seller will reimburse the Purchaser for the costs of the laboratory test performed by the aforementioned independent laboratory based on an invoice issued by the Purchaser only if the results of the laboratory test performed by the aforementioned third-party laboratory lead to the recognition of the complaint.
11. If the complaint is accepted, the Purchaser has the right to demand, at its option, only: (i) delivery by the Seller at its cost of an equal quantity of the defect-free Product instead of the defective Product; or (ii) a reduction in the price of the Product due to the defect, whereby the reduction in price is to be in the proportion in which the value of the defect-free Product remains to its value calculated taking into account the existing defects. To avoid any doubt, in the case referred to in Section (ii) hereof, the Seller is not liable in any manner whatsoever for any damage caused by the use, use of such defective batch of Product which the Purchaser has decided to keep. If, due to physical defects in the Product, the Purchaser has requested the delivery of a defect-free Product instead of the defective Product, the Purchaser may not send back the defective Product without the prior consent of the Seller, as the receipt of the defective Product requires arrangements between the Seller and the Purchaser. The Purchaser is not entitled to withdraw from the Contract in the event of defects in the Product.
12. The Seller's liability for damage resulting from the existence of defects, if statutory warranty rights are exercised, is excluded on the basis of Article 558 of the Polish Civil Code. The provisions of Article 566 of the Polish Civil Code do not apply hereto.
13. The statutory warranty rights for physical defects of the Product expire upon the expiry of the period indicated in paragraph 2 above, within which the Product was delivered to the Purchaser.

#### Article 6: FORCE MAJEURE

1. Neither Party is liable for performing their respective obligations hereunder insofar as it is significantly hindered or impossible due to a Force Majeure Event (pursuant to the definition in paragraph 2 below), provided that one Party (i) promptly notifies the other Party in writing of a Force Majeure Event, specifying the causes and expected duration of such Event, and (ii) undertakes all economically reasonable efforts, endeavouring at all times to repair or remove as soon as possible the cause of delay in performing the Party's obligations.
2. The "Force Majeure Event" is to be construed as an event beyond the control and ability of a Party to affect; to avoid any doubt, such events include but are not limited to: (i) acts of military manoeuvres, war, civil war, martial law, riots, revolutions, acts of piracy, robbery or sabotage; (ii) natural disasters such as, e.g. particularly severe storms, hurricanes, cyclones, earthquakes, lightning, floods; (iii) explosions, fires, construction catastrophes of machinery, plants or production installations as well as other accidents or incidents (including machinery breakdowns) affecting these installations, plant installations, factories or their infrastructure, not excluding transmission, storage and handling facilities; (iv) boycotts, strikes, lockouts, occupation of buildings or installations, shortage of supply or significant disruption in the supply of raw materials required for the manufacture of the Product; (v) acts (or omissions) of governmental or international authorities, institutions or bodies e.g.: (v) acts (or omissions) of governmental or international authorities, institutions or bodies, e.g. the European Union, public administration or local government, whether taken in compliance or in contravention of the law, such as e.g.: economic sanctions, embargoes; (vi) prolonged inability to obtain supplies from the usual sources of raw materials, energy or other supplies necessary for the production or processing of the Product, (vii) closure or unavailability of the means of transport (including ports) used for unloading supplies of raw materials necessary for the production or processing of the Product.
3. Those obligations of the Party whose performance is affected by the consequences of a Force Majeure Event are to be suspended insofar as their performance is impossible due to such an Event until the said Event or its consequences cease to exist.
4. The Parties will endeavour in good faith to limit the consequences of a Force Majeure Event and cooperate in order to develop a strategy of adequate corrective actions and alternative measures in order to remove the effects of the Force Majeure Event.
5. The Party claiming a Force Majeure Event is to promptly confirm the removal of the causes of delays or non-performance of obligations to the other Party in writing once the causes of the Force Majeure Event are removed or overcome. The time limit for the performance of respective obligations is to be extended in

proportion to the period for which the performance of a particular obligation was suspended.

#### Article 7: DOWNTIME

1. In the event of the occurrence of an **Unplanned Downtime Event** (hereinafter referred to as the "Unplanned Downtime") construed as a situation of unplanned stoppage, unplanned temporary shutdown or unplanned slowdown of the operation of the Seller's/Supplier's production facilities resulting from unexpected unforeseeable, objective technical, technological reasons, failures or emergency situations, which may affect the operation or functioning of the Seller's/Supplier's production facilities or which are a source of danger to the life or health of persons, the Seller is to notify, in writing, the fact of the occurrence of an Unplanned Downtime Event as soon as such an event is detected or has occurred, and in the case of a risk of an Unplanned Downtime Event when the knowledge of the possibility of such risk has been acquired.
2. Upon receipt of the notice as referred to in the above paragraph 1, the Parties shall start negotiations in good faith in order to review their forecasts and already scheduled Product sales/supplies, considering the expected duration of Unplanned Downtime.
3. In the event of an Unplanned Downtime event, the Seller will be released of its obligation to, the sale/supply of the Product to the extent that such a sale/supply is affected by such events, whereby the Seller is to use its best endeavours to minimise the effect of the Unplanned Downtime on the performance of the sale/supply.

#### Article 8: OTHER PROVISIONS

1. The Purchaser is obliged to notify the Press Office of the Seller of its intention to communicate information to the media as regards the Contract and to submit to the Press Office of the Seller the content of the information to be used in the media communication, in order to consult the fact of the communication and the content of the communication.
2. The Purchaser obliged to obtain the consent of the Seller to include the Seller's/Supplier's trademark or logo on its website, list of counterparties, brochures, adverts and all other advertising and marketing materials. In such case, the Purchaser undertakes to provide the Seller with a draft of the materials to feature such data, attached to the request for approval.
3. The brand names and marks belonging to the brand portfolio of the Seller are legally protected and any use of them without the above consent and the granting of licences to third parties will be treated as an infringement of the Seller's/Supplier's rights.
4. In the event of the non-performance or improper performance of the obligations set out herein, the Purchaser will be obliged to pay to the Seller a contractual penalty of PLN 100,000 for each case of breach. The payment of the contractual penalty does not limit the right of the Seller to claim compensation on general terms, if the amount of incurred damage exceeds the amount of contractual penalty provided for.
5. The Purchaser acknowledges that it knows the Products and is aware of the risks associated with the handling, transportation, use, storage and use of the Product, including the risks set out in the Seller's/Supplier's Product Data Sheet. The Purchaser acknowledges that it has received and understands the content of the Seller's/Supplier's Product Data Sheet. The Purchaser will comply with all relevant procedures for the safe handling and use of the Products and with all legal health and safety requirements as related to the Products and will take all reasonable steps to notify its employees, agents, contractors, customers and other relevant third parties of the requirements for the proper use and handling of the Products and of any risks associated with the Products.
6. Any technical advice, assistance, research or reports provided to the Purchaser by the Seller or by any of its employees, agents or affiliates in relation to (i) the selection or use of Products supplied to the Purchaser or (ii) the storage, handling or use of the Product ("Technical Support") will be provided and accepted at the Purchaser's sole risk. The Seller assumes no liability for the Purchaser's use of Technical Support or results thereof. The Purchaser defends, indemnifies and hold the Seller harmless against any loss, damage or liability arising from demands, claims, suits or proceedings as regards any action related to the preparation and delivery/provision of Technical Support.
7. The limitation of liability and indemnification contained in these "General Terms and Conditions of Sale/Supply" apply to employees, agents and other representatives of the Seller and related parties.
8. The Purchaser expressly confirms that it is aware of, and regularly consults and evaluates any changes to the discouraged uses listed in Section 1 of the relevant Seller's/Supplier's Product Safety Data Sheet ("Prohibited Uses"). The Purchaser represents that the Product will not be used, directly or indirectly, by the Purchaser or any third party, for (i) Prohibited Uses without the prior written consent of the Seller for each specific Product or application. The Purchaser further warrants that, to the extent that the Purchaser has received the written consent from the Seller in accordance with the preceding sentence, it will not use any product for medical applications. The Seller reserves the right to verify conformity with the aforementioned conditions and the Purchaser will provide any reasonable information requested by the Seller in a timely manner. The Seller reserves the right to terminate the Contract, in whole or in part, (i) if the Purchaser uses the Product for Prohibited Uses, and/or (ii) if the Purchaser fails to provide the Seller (in a timely manner) with the information required pursuant to this paragraph.
9. The Purchaser agrees that any return pallets marked as "PRS Property", with the PRS logo, or identified as such in any document provided by the Seller, will be made available for collection by PRS Management BV in a clean and good condition as specified in the Seller's/Supplier's documentation. If the supply is made in containers on trucks, the Purchaser undertakes to hand them over to the carrier in good condition no later than one (1) working day after their arrival. In the event of failure to comply with this obligation, the Purchaser is to pay the rental price to the Seller at the Seller's/Supplier's standard rate.
10. The Purchaser will store the purchased Products in bags on pallets in a dry, ventilated and roofed warehouse so that they are not exposed to direct sunlight, rain and snow and their effects. When storing the Products the following applies:

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recommended temperature between -20 and +50°C. Pallets must be stored at a minimum distance of 1 m from heat sources.

#### Article 9: TERM AND TERMINATION

1. The following events, except where they are the result of an act or omission of the Seller or arise from a Force Majeure Event or an Unplanned Downtime Event, entitle the Purchaser to terminate the Contract with effect from the date of delivery of a written notice to the Seller:

a) the Seller fails to make delivery within the period agreed in the Contract and this state of affairs continues despite the expiry of a period of fourteen (14) days indicated in the notice sent by the Purchaser to the Seller requesting that the delivery be made within a maximum period of fourteen (14) days from the date of service of the notice;

b) the Contract has become unenforceable for reasons for which neither Party is responsible.

2. The following events, except where they are the result of an act or omission of the Purchaser or arise from a Force Majeure Event, entitle the Seller to terminate the Contract with effect from the date of delivery of a written notice to the Purchaser:

a) the Purchaser does not collect the Product within the period agreed in the Contract and this state of affairs continues despite the expiry of a period of fourteen (14) days indicated in the notice sent by the Purchaser to the Seller requesting that the Product be collected within a maximum period of fourteen (14) days from the date of service of the notice; or

b) the Purchaser does not pay for the Product delivered, in part or in whole, within the agreed period and this state of affairs continues despite the expiry of a period of fourteen (14) days indicated in the notice sent by the Purchaser to the Seller requesting that the payment be made within a maximum period of seven (7) days from the date of service of the notice; or

(c) the financial situation of the Purchaser does not warrant the proper performance of the Contract, in particular if the Purchaser has had his trade credit withdrawn in relation to the execution of the Contract; or

d) the Contract has become unenforceable for reasons for which neither Party is responsible.

3. The termination of the Contract does not release the Parties of any obligations arising prior to termination. In this case, each Party has the right to take all the necessary steps to ensure that the other Party performs such prior obligations.

#### Article 10: PROTECTED INFORMATION

##### I. Business Secrets

1. The Purchaser agrees to maintain confidentiality of information provided directly or indirectly by the Seller (in any form, i.e. in particular in oral, written, electronic form), as well as information obtained by the Purchaser in any other way during mutual cooperation, inter alia in connection with conclusion and performance of this Contract, if such information relates directly or indirectly to the Seller, companies of the Seller's Group or their counterparts/contractors, including the contents hereof. The Parties agree that any technical, technological, organisational or other information of commercial value which, in whole or in part in a specific specification and collection of their elements, is not generally known to the persons usually dealing with a given type of information or that is not easily available to such persons, with regard to which the Seller, being an entity authorised to use and dispose of it, has taken, while observing due diligence, actions aimed at maintaining its confidentiality, transmitted by the Seller or on its behalf or otherwise obtained by the Purchaser while negotiating, concluding and performing the Contract shall be treated as business secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "Business Secrets"), unless at the time of transfer, the transferor shall determine in writing or in electronic form different nature of such information from the specified above.

2. As commitment to maintain the confidentiality of information referred to in section 1 above, the Parties understand the prohibition to use, disclose and transfer such information in any manner and to any third party, except in case if:

2.1. disclosure or use of the information is necessary for proper implementation of this Contract and in accordance herewith, or

2.2. the information at the time of its disclosure was already publicly available and had been disclosed by the Seller or with its consent or in manner other than through act or omission that was unlawful or contrary to any Contract, or

2.3. the Purchaser has been obliged to disclose information by a court or an authorised body or in the case of a legal obligation to disclose it, provided that the Purchaser shall immediately inform the Seller in writing of the disclosure obligation and its scope, as well as shall take into account as far as possible, the Seller's recommendations regarding the disclosure, in particular as regards the request for exemption of transparency, legitimacy of filing a relevant appeal or other equivalent remedy and shall inform the court or the authorised body of the confidential nature of the transferred information, or

2.4. the Seller has expressed its written consent to Purchaser's disclosure or use of information for a specific purpose, in manner indicated by the Seller.

3. The Purchaser shall undertake such safety measures and follow such procedures that will be appropriate and sufficient to ensure safe processing of Business Secrets, including compliant with the Contract and the provisions of law, to prevent any unauthorised use, transfer, disclosure or access to such information. The Purchaser shall not, in particular, copy or fix the Business Secrets if it is not justified by its due performance hereof. The Purchaser shall immediately notify the Customer of any violation of protection rules or unauthorised disclosure or use of the Business Secrets processed in connection with Contract execution.

4. The obligation to maintain confidentiality of the information referred to in section 1 above also extends to the Purchaser's staff and other persons, including, in particular, auditors, consultants and subcontractors, to whom the Purchaser shall disclose such information. The Purchaser shall impose on the above mentioned persons, in writing, an obligation to protect the Business Secrets under at least the same terms and conditions as stipulated herein. The Purchaser shall bear full responsibility for acts or omissions of persons who have

been provided with access to the Business Secrets, including liability referred to in section 8.

5. At the request of the Seller, the Purchaser shall, within a period not longer than five days, send to the Seller a list of persons and entities that have been provided by the Purchaser with access to the Business Secrets. Failure to fulfil the obligation referred to in this section shall be considered as unauthorised disclosure of the Business Secrets resulting in liability referred to in section 8.

6. The obligation to maintain the confidentiality of information shall be binding throughout the term hereof, as well as for 10 years after its termination, expiry or cancellation or impairment of its legal effects. If, despite the lapse of the Business Secrets protection period, as indicated in the preceding sentence, the information continues to be protected based on the internal regulations or decisions of the Seller or based on the specific provisions of the law, the Seller shall notify the Purchaser in writing of protection period extension for an additional period, indicated by the Seller (but not more than 10 years), to which the Purchaser hereby consents. The notification, referred to in the sentence above, shall take place before the expiry of the 10-year period of protection referred to in the first sentence of this section, no later than 10 working days before this obligation loses its force. The Parties agree that the liability described in this section shall apply regardless of the termination, expiry or cancellation or impairment of legal effects hereof.

7. Not later than 3 working days after the expiry of the protection period referred to in section 6 above, the Purchaser and any persons to whom the Purchaser has disclosed the Business Secrets shall return to the Seller or destroy all materials composing the Business Secrets.

8. In the event of unauthorised use, transfer or disclosure by the Purchaser of the Business Secrets, the Seller shall be entitled to request the Purchaser to pay a contractual penalty in the amount of PLN 100 000,00 (in words: one hundred thousand of Polish Zloty) for each case of unauthorised use, transfer or disclosure of the aforementioned information. Payment of the contractual penalty specified above shall not limit the right of the Seller to claim from the Purchaser compensation under the general principles, where the value of the incurred damage exceeds the penalty amount stipulated herein. This does not exclude in any way other sanctions and entitlements of the Seller as provided by law, including the Act of 16 April 1993 on combating unfair competition.

9. Should it be necessary, in connection with performance hereof, to provide the Purchaser with access to, or to transfer to the Purchaser personal data within the meaning of the relevant legal acts on Personal Data Protection, before processing such data the Purchaser shall be obliged to conclude with the Seller an appropriate, separate Contract laying down principles and conditions for the protection and processing of such data.

10. Should it be necessary, throughout performance hereof, to provide the Purchaser with access to, or transfer to the Purchaser, in any form, information composing the Company Secrets of ORLEN S.A., understood as the sensitive type of the Business Secrets of the Seller, which was subject to specific actions specified in internal acts of the Seller in order to maintain its confidentiality, and whose use, transfer or disclosure to an unauthorised person significantly threatens or affects interests of the Seller, the Purchaser shall immediately conclude with the Seller, before receiving and processing such information, an amendment to this Contract, compliant with the internal acts of the Seller, which shall lay down the principles and conditions for the protection of the Company Secrets of ORLEN S.A.

11. For the avoidance of doubt, the Parties confirm that the Purchaser, beside its obligations under this Contract, shall be also required to comply with additional requirements for the protection of certain types of information (e. g. personal data, confidential information) resulting from applicable laws.

12. The Purchaser is obliged to fulfil, on behalf of the Client as the Controller within the meaning of the applicable data protection laws, immediately but not later than 30 (thirty) days of the conclusion of this Contract with the Client, the information obligation towards natural persons employed by the Purchaser or cooperating with the Purchaser in the course of conclusion or performance of this Contract, including members of bodies, proxies, representative of the Purchaser without regard to the legal grounds of the cooperation, whose personal data were made available to the Client by the Purchaser in connection with the conclusion or performance of this Contract. The above obligation should be met by means of providing the persons with the information clause constituting Article No. 13 to this GTC, with simultaneous compliance with the accountability principle.

#### Article 11: ANTI-CORRUPTION

1. Each of the Parties certifies that, in connection with performance hereof, it shall exercise due diligence and shall comply with all legal provisions applicable to the Parties as regards the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.

2. Each Party declares that it has implemented procedures for the prevention of corruption and conflict of interests.

3. Each of the Parties additionally certifies that, in connection with performance hereof, they shall comply with all requirements and internal regulations applicable to the Parties as regards standards of ethical conduct, prevention of corruption, settlement of transactions, costs and expenses in compliance with the law, conflict of interests, giving and accepting gifts and anonymous reporting and clarification of irregularities, both directly and while acting through business entities controlled by or affiliated with the Parties.

4. The Parties guarantee that, in connection with the conclusion and performance hereof, neither of the Parties and none of their owners, shareholders, stockholders, members of the management board, directors, employees, subcontractors and no other person acting on their behalf have made, proposed, promised to make or will propose to make or authorise any payment or another transfer constituting a financial benefit or any other benefit, either directly or indirectly, to any of the following:

a) any member of the management board, director or another employee or agent of a Party or any business entity controlled by or affiliated with the Parties,

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- b) a public official understood as a natural person performing a public function within the meaning granted to this term in the legal system of a country in which the present Contract is performed or in which 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 or candidate for a post in a state office;
- d) any agent or intermediary in exchange for payment to any 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 the law or for any other improper purpose, if the said action is or would be in breach of legal provisions on the prevention of corruption, issued by competent authorities in Poland and in the territory of the European Union, both directly and while acting through business entities controlled by or affiliated with the Parties.

5. The Parties are under an obligation to immediately inform each other about each and every case of a breach of provisions laid down in this anti-corruption clause. At a written request of one of the Parties, the other Party shall provide information and answers to justified questions concerning the performance of this Contract, to the extent compliant with the provisions of this anti-corruption clause.

6. Each of the Parties certifies that during the period of performance of this Contract, it shall enable each person acting in good faith to report breaches of law via electronic mail to the address: [naruszenieprawa@orlen.pl](mailto:naruszenieprawa@orlen.pl) or by phone: +48 800 322 323 – without caller identification.

7. In case where it is suspected that corrupt actions may have been committed in connection with or for the purpose of performance of this Contract by any representatives of any Party, the Parties shall cooperate in good faith to clarify the circumstances pertaining to potential corrupt actions.

**Article 12: FINAL PROVISIONS**

1. The Contract is to be governed by and construed in accordance with the laws of Poland. The application of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980, is excluded.

2. As regards matters not regulated herein, including the General Terms and Conditions, the relevant provisions of the Polish Civil Code of 23 April 1964 (consolidated text of the Polish Journal of Laws of 2022, item 1360, as amended) apply accordingly.

3. If one or more provisions hereof is held invalid, unlawful or unenforceable in any scope and for any reason, such invalidity, unlawfulness or unenforceability shall not affect validity, lawfulness and enforceability hereof within the remaining scope.

4. The Seller does not grant the Purchaser any licences or further licences or transfer any intellectual property rights in the Product. If the Purchaser uses the Product for production purposes or for processing of the Product into other products, the Purchaser is not entitled, without the prior consent of the Seller expressed in writing, to use the Seller's/Supplier's product designations, in particular the Seller's/Supplier's trademarks on the resulting products or packaging or any advertising materials.

5. Any disputes arising herefrom or in related hereto which the Parties fail to settle within thirty (30) days from the day on which one of the Parties receives a notice from the other Party specifying the nature of such dispute and a proposed solution thereto, are to be settled by a Polish court having territorial jurisdiction over the Seller's/Supplier's registered office.

6. Unless otherwise stipulated by mandatory provisions, any amendments and additions hereto require the written consent of the Parties or will be null and void otherwise.

7. Without the written consent from ORLEN S.A., the Purchaser may not assign (transfer) to a third person a claim including the obligation to pay remuneration for the provision of services hereunder.

8. Any and all letters, notices and declarations submitted or served under or in connection with the Contract are considered to have been duly served if made in writing and delivered:

- a) in person at the address indicated for delivery, respectively: in the case of the Purchaser – in the Order, in the case of the Seller – in the Sale Contract; or
- b) sent by registered post with acknowledgement of receipt or by e-mail in person at the address indicated for delivery, respectively: in the case of the Purchaser – in the Order, in the case of the Seller – in the Sale Contract.

Delivery is deemed to have taken place: (i) in the case of personal delivery, at the time of delivery to the address indicated above, (ii) in the case of posting by registered mail, on the day of delivery against receipt by the relevant postal service to the address indicated, (iii) in the case of posting by e-mail, at the time when the sending Party's computer system makes a record confirming delivery to the addressee of the message.

**Article 13: INFORMATION CLAUSE**

*Information clause for the Purchaser being a natural person conducting economic activity, including a partner of a civil-law partnership.*

1. ORLEN S.A. with its registered office in Plock, ul. Chemików 7 (hereinafter: "ORLEN S.A.") hereby informs that it's the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.

2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl). You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information "Inspektor Ochrony Danych" (Data Protection Officer). Information on the Data Protection Officer is also available at the [www.orlen.pl](http://www.orlen.pl) in the tab "Contact".

3. Your personal data are processed for the following purposes:

- a) establish cooperation, conclusion and performance of the Contract to which you are a party,

- b) fulfilment of the legal obligations of ORLEN S.A. under the legal provisions, in particular the obligations under tax and accounting law, the obligations of the obliged institution under the Prevention of Money Laundering and Financing, the obligations related to prevent fraud and irregularities related to anti-corruption laws or other provisions result from the specificity of the Contract,
- c) verification of data correctness and timeliness, the reliability of business partners of ORLEN S.A. or persons related to the contractor, including business history research, legal and financial situation to protect the economic and legal interests of ORLEN S.A.,
- d) care for security of ORLEN S.A. against fraud and irregularities regarding anti-corruption, including fraud detection and prevention, preventing conflicts of interest in business processes, maintaining high ethical standards,
- e) establishing or maintaining business relationships, including appropriate correspondence or telephone contact,
- f) conducting internal business analyses related to servicing contractors, terms of current business cooperation or the possibility of its development,
- g) handling, pursuing and defence of claims,
- h) marketing of own products or services ORLEN S.A.

4. The legal grounds for the processing by ORLEN S.A. of your personal data for the purpose defined in item 3 above include:

- a) conclusion and performance of the Contract and taking action on demand of a person whose data is being processed prior to the conclusion of the Contract (in compliance with Article 6(1)(b) of the GDPR) for the purposes defined item 3 point a,
- b) fulfilment of legal obligations imposed on ORLEN S.A. (in compliance Article 6(1)(c) of the GDPR) to ensure compliance with the law, regulations and sectoral guidelines,
- c) legitimate interest of ORLEN S.A. (in compliance with Article 6(1)(f) of the GDPR), for the purposes indicated in item 3 point c-h.

5. Your personal data comes directly from you or publicly accessible registers (the National Court Register, the Central Register and Information on Economic Activity and other), the Internet pages kept by you for the purposes of business activity and from entities implementing on behalf of ORLEN S.A. services for the development and delivery of economic information in digital form in order to supplement / update data or verify it.

6. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (recipients) in the performance of the Contract, companies from the ORLEN Capital Group in the event that it is necessary to achieve the purposes of processing referred to in item 3, entities providing IT services, services in the scope of invoicing, settlement of liabilities, delivery of correspondence and shipments, advisory service, legal services, debt recovery services, archiving services and personal and property protection services.

7. The provision of personal data is voluntary but necessary for the establish cooperation, conclude and perform of the Contract and achieve the purposes set out in item. 3 above.

8. Your personal data processed under the Contract shall be stored for the duration of the Contract. After this period, ORLEN S.A. will store your personal data, if ORLEN S.A. is obliged by law, for the period specified by law and in order to protect our legitimate interests, until the expiry of mutual claims arising from the Contract. In the case of data processing on the basis of a legitimate interest, the data are processed for or a period enabling the implementation of this interest or submit an effective objection to data processing.

9. In connection with the processing of your personal data you have the following rights:

- the right to access the content of your data,
- the right to require rectification of your personal data,
- the right to require erasure of your personal data or limitation of processing,
- the right to data portability,
- the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest;

the objection may be made due to a special situation.

You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl) or in writing to the address indicated in item 2 with additional information „Inspektor Ochrony Danych”.

10. You have the right to file a complaint with the President of the Office for Personal Data Protection.

*Information clause for members of corporate bodies, proxies, representative of the Purchaser and employees or associates who are contact persons or employees or associates who cooperate with Purchaser at the conclusion and implementation of the Contract.*

1. ORLEN S.A. with its registered office in Plock, ul. Chemików 7 ("ORLEN S.A.") informs that it's the controller of your personal data. Contact phone numbers to the controller: (24) 256 00 00, (24) 365 00 00, (22) 778 00 00.

2. You can contact the Data Protection Officer in ORLEN S.A. by e-mail to: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl). You can also contact the Data Protection Officer in writing to the address of the registered office of ORLEN S.A., indicated in item 1, with additional information "Inspektor Ochrony Danych" (Data Protection Officer).

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Contact details of the Data Protection Officer are also available in the "Contact" tab at [www.orlen.pl](http://www.orlen.pl).

3. Your personal data, provided to ORLEN S.A. by .....\*\*, an entity cooperating with ORLEN S.A. or intends to cooperate with ORLEN S.A., include, depending on the type of cooperation, necessary data to represent the legal person, data included in the documents confirming your authorisations or experience or constituting a product of the performance of the Contract, held by you.

4. Your personal data may be processed by ORLEN S.A., depending on the type of cooperation, for the following purposes:

a) performance of the Contract concluded with ORLEN S.A., whose party is / will be, the entity indicated in item 3, in particular for the purpose of verification of the declarations made by, the entity indicated in item 3, including confirmation of representation, the qualifications of the persons designated for the performance of the Contract, contact in the course of the performance of the Contract, exchange of correspondence, granting powers of attorney for representation of ORLEN S.A., proper performance of the Contract, control, settlement of the Contract, compliance with the principles of confidentiality and occupational health and safety,

b) handling, pursuing and defence of claims, if any, including claims between you and ORLEN S.A. or between ORLEN S.A. and the entity indicated in item 3.

c) fulfilment of legal obligations imposed on ORLEN S.A., including in particular the obligations of the obliged institution under the Prevention of Money Laundering and Financing Terrorism Act, the Construction Law, the Regulation of the European Parliament and of the Council on market abuse or other provisions result from the specificity of the Contract.

5. The legal grounds for the processing by ORLEN S.A. of your personal data, depending on the type of cooperation, for the purposes defined in Section 4 above include:

legally justified interest of ORLEN S.A. (pursuant to Article 6(1)(f) of the GDPR) in order to enable correct and effective performance of the Contract concluded between ORLEN S.A. and the entity indicated in item 3, fulfilment of legal obligations (in compliance with Article 6(1)(c) of the GDPR) imposed on ORLEN S.A.

6. The scope of personal data processed by ORLEN S.A. may include depending on the function and scope of cooperation, data: name and surname, position, function, business telephone number, business e-mail address, PESEL number, information about the rights and qualifications you have.

7. Your personal data may be disclosed by ORLEN S.A. to entities cooperating with it (data recipients), including companies from ORLEN Capital Group, if it is necessary to achieve the purposes of processing indicated in item 3 to entities participating in purchasing processes, entities providing IT services in the scope of delivery of correspondence and shipments, protection of persons and property, assurance of occupational health and safety, consulting services, legal services and archiving services.

8. Your personal data are processed for the period necessary for implementation of legitimate interest of ORLEN S.A. and performance of obligations under the legal provisions. The data processing period may be extended only in the instances and to the extent as are provided for by the law.

9. In connection with the processing of your personal data you have the following rights:

- the right to access the content of your data,
- the right to require rectification of your personal data,
- the right to require erasure of your personal data or limitation of processing;
- the right to object, in the event your personal data are processed by ORLEN S.A. on the basis of its legitimate interest;

the objection may be made due to a special situation You can send a request regarding the implementation of the above-mentioned rights by e-mail: [daneosobowe@orlen.pl](mailto:daneosobowe@orlen.pl) or in writing to the address indicated in item 1 with additional information „Inspektor Ochrony Danych”.

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

#### Article 14: SANCTION CLAUSE

##### 1. REPRESENTATIONS OF THE PURCHASER

The Purchaser represents that, to the best of its knowledge, as of the date of the Sale Contract, it and its subsidiaries, parent companies and members of its bodies and persons acting in its name and on its behalf:

- a) comply with sanctions provisions introduced by the United Nations, the European Union, Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, and by other authorities of a similar nature and bodies acting on their behalf (hereinafter: the "Sanction Provisions");
- b) are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures under the Sanction Provisions and are not legal or natural persons with whom the Sanction Provisions prohibit transactions (hereinafter: the "Sanctioned Entity");
- c) are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria set out in point (b) above;

- d) do not have their domicile or their principal place of business in a country subject to the Sanction Provisions or are not incorporated under the laws of a country subject to the Sanction Provisions;
- e) are neither subject to nor involved in proceedings or an investigation against them in relation to the Sanction Provisions.

##### 2. OBLIGATIONS OF THE PURCHASER

2.1 The Purchaser hereby undertakes to ensure that during the term of the Sale Contract:

- a) it and its subsidiaries, and members of its bodies and persons acting on its behalf and for its benefit, shall comply with the Sanction Provisions;
- b) any remuneration to which it is entitled under the Sale Contract will not be available (directly or indirectly) to the Sanctioned Entity and neither used for the advantage of the Sanctioned Entity to the extent that such action is prohibited under the Sanction Provisions;
- c) any of the representations represented in Clause 1 will remain correct.

2.2 In the event that any of the representations represented in Clause 1 becomes incorrect, the Purchaser shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such a case, inform the Seller of each such event and of the steps undertaken to restore the correctness of such representations;

2.3 In the event of breach of the obligations set forth in Clause 2.1, the Seller shall be entitled to terminate the Sale Contract due to the fault of the Purchaser and to compensation covering any damages related thereto. In addition, if as a result of violation of the obligations set forth in Clause 2.1 or Clause 2.2, the Seller shall be subjected to any restrictions, sanctions or limitations by the entities listed in Clause 1 point (a), the Seller shall be entitled to compensation covering any damages related to such restrictions, sanctions or limitations.

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