

## LOTOS Oil SA General Terms of Sale

### I. General Provisions

1. The General Terms of Sale specify the rules for entering into agreements for selling goods offered by LOTOS Oil SA with its registered office in Gdańsk\*, hereinafter referred to as the Seller.
2. The General Terms of Sale, hereinafter also referred to as the GTS, constitute an integral part of all the sales agreements entered into with the Seller, including supplementary or substitute supplies, and determine the rules governing the mutual relationship between the Seller and the Buyer. Any exception from these General Terms of Sale shall be valid only if made in writing. If there are any discrepancies between the terms of an agreement agreed on by the Parties and these GTS, the terms of sale agreed on by the Parties shall prevail.
3. The General Terms of Sale are to be acknowledged and accepted by the Buyer not later than on the day of the submission of an order. They are also available at the website of the Seller: [www.lotosoil.pl](http://www.lotosoil.pl). If the commercial relationship between the Buyer and the Seller is of a long-term nature, the acceptance of the General Terms of Sale by the Buyer on the day of the submission of the first order shall be considered as their acceptance for all other orders and sales agreements as long as they remain unchanged or applicable.
4. Failure to accept these GTS by the Buyer shall result in the Seller being entitled to suspend the provision and delivery of goods, until these GTS are accepted in writing by the Buyer. The Seller may designate an additional timeline for the acceptance of the GTS. Failure to do so by the Buyer shall result in the Seller being entitled to withdraw from the agreement.

### II. Agreements

1. The sales agreement shall be entered into on the basis of an order submitted in writing by the Buyer to the Seller. The Seller reserves the right to refuse to accept the order within 2 working days from its receipt. Failure to confirm the order within this timeline results in such an order being treated as accepted. The Buyer may cancel the order within the aforementioned timeline, only if the Seller has incurred no costs related to its completion. The order must be cancelled by the Buyer in writing. If the order is refused to be accepted or if it is cancelled by the Buyer, the agreement shall not be entered into.
2. Any changes to an agreement or any separate oral arrangements become valid if confirmed in writing by the Seller. They apply exclusively to a given commercial transaction.
3. Apart from the provisions specified in the GTS, separate individual agreements may also be entered into. The Seller also reserves the right to accept the orders in part or to reject them without stating a reason.

### III. Products

1. All technical data regarding the goods specified in the catalogues, prospects and any other advertising material provided by the Seller is of a referential nature and applies only to such extent as is accepted by both Parties.
2. The Buyer must know technical parameters of the ordered goods. The Seller shall be obliged to deliver the goods, as specified in the Buyer's order, and shall bear no responsibility for their further use.
3. Any advertisements, promotional materials and catalogues regarding the goods offered by the Seller are exclusively of an informational nature.
4. The prices specified in the price lists sent to business partners are binding until the receipt from the Seller of a written notification confirming that they have been changed. Such a notification shall be deemed effectively delivered if sent to the Buyer's postal address, email or fax number last known to the Seller.
5. The prices for goods offered by the Seller are exclusive of VAT, unless explicitly stated otherwise.
6. The final price shall be determined on the basis of the prices applicable as of the submission of the order.
7. Any rebates, discounts, price reductions, etc. granted by the Seller shall only be valid if made in writing and upon separate arrangements.

#### IV. Orders

1. Due to the nature of the offered products, the Seller reserves the right to carry out the deliveries with deviations from timelines and the quantity of orders and returns amounting, respectively, to +/- 7 percent and +/- 1 percent.
2. The goods are sold on a volume basis, i.e. according to the units of sale (for example, items, packaging, units of weight).
3. The Buyer shall be responsible for making sure that the technical data, quality and quantity of goods specified in its order or agreement meet its needs. If the order fails to specify the conformity of a product with a required standard or provides no specification with regard to its required quality, the ordered goods that shall be delivered are standard commercial goods. In such circumstances, the Seller shall bear no responsibility for special quality requirements.
4. The document confirming the collection of goods that is provided to the Buyer shall be enclosed with any confirmations, certificates, compliance certificates or other documents confirming the quality of goods.
5. If the Safety Data Sheets are required, they shall be provided at a special request of the customer and attached to the product when shipped. Notwithstanding the foregoing, the aforementioned Safety Data Sheets are available at the website: [www.lotosoil.pl](http://www.lotosoil.pl).

#### V. Complaints

1. The Buyer is obliged to check the supplied goods in terms of their quantity and quality for any obvious defects at the moment of their delivery by a carrier or courier. Any discrepancies regarding the quantity or any obvious defects disclosed must be specified and confirmed in a consignment note and signed by the driver (courier) and the person accepting the delivered goods. Failure to specify the discrepancies regarding quantity or the obvious defects disclosed in the consignment note shall result in any complaints regarding quantity or quality not being considered.
2. Any complaints regarding quantity must be made immediately upon the receipt of goods; however, not later than within 1 day from their receipt. Failure to do so shall result in any rights related to deviations from quantities being non-exercisable.
3. Subject to the provisions of item 1 above, any complaints regarding quality must be made immediately upon the receipt of goods; however, not later than within 14 days from the disclosure of defects. Failure to do so shall result in any rights related to deviations in quality being non-exercisable. Nevertheless, the Buyer may lodge the complaints regarding quality, which should include a sample of the goods subject to such a complaint, only within 1 month from the receipt of the goods. The legitimacy of complaints is examined taking into account the applicable technical standards.
4. The goods subject to a complaint should be available in an unprocessed form at the disposal of the Seller during the time necessary for the complaint to be resolved, i.e. until the information in that respect has been sent by the Seller.
5. If the complaint is considered justifiable, the Seller may, at its own discretion, exchange the goods for new ones that are free of defects or collect the defected goods and reimburse the Buyer with the price paid for such goods. The settlement of the complaint in the aforementioned manner results in the claims for any further compensation being excluded.
6. The Buyer, who accepts the goods as meeting its requirements despite their disclosed defects, may require their price to be appropriately reduced.
7. The Seller may refuse to consider the complaint, if the goods were improperly used or processed by the Buyer.
8. If the delivered and sold goods include defected goods that can be separated from the goods that are free of defects, the Buyer's right to cancel the order or withdraw from the agreement regarding the completion of its order is limited exclusively to such defected goods.
9. Until the final consideration of the complaint, the Buyer is obliged to store the goods subject to the complaint in a proper way preventing them from being subject to any potential damage or shortage.
10. If the Buyer, due to physical defects in the goods, withdraws from the agreement regarding the completion of its order or requires the goods free of defects to be delivered instead of the defected goods, the Buyer cannot return the goods without the prior consent of the Seller.
11. If the rights related to warranty are exercised, the Seller shall be exempt from responsibility for damage resulting from any existing defects, pursuant to Article 558 of the Civil Code.
12. The Buyer shall bear responsibility for any incidental and indirect damage.
13. Any complaints regarding quantity and/or quality of goods shall not entitle the Buyer to suspend the payment for the delivered goods.
14. The Seller shall bear no responsibility for goods used in a manner contrary to their purpose and technical properties, which became defective as a result of the failure to comply with the recommendations and instructions.

15. The Seller shall bear no responsibility for damage caused during the unloading of goods. The responsibility of the Seller lasts until transport documents have been signed by the Buyer.
16. The Seller is entitled to suspend the satisfaction of claims resulting from the Buyer's complaint until any overdue amounts are paid by the Buyer.
17. By accepting this complaint procedure, the Buyer ceases to be entitled to exercise the right to deduct its claims.
18. The goods subject to a complaint that are being returned by the Buyer will only be accepted by the Seller if they are undamaged, unprocessed by the Buyer and identifiable according to the parameters specified in their attests. The goods packed by their manufacturer must be returned in their original and undamaged packaging.
19. The goods may only be returned upon the Seller's prior notification in writing and upon its consent/acceptance being obtained in writing. The shipment of returned goods must be appropriately secured during transport. The details of packaging shall be specified in the notification.
20. If there are any disputes in relation to the legitimacy of the complaint regarding the defectiveness of goods, the Parties shall submit the goods for examination to an independent research unit designated by both Parties. The costs of the complaint considered groundless, including any costs related to the aforementioned examination, shall be incurred by the Buyer.

## VI. Deliveries

1. The goods purchased by the Buyer are delivered in accordance with its order.
2. LOTOS Oil delivers goods only to the registered office of the Buyer or to its warehouses. Any orders specifying locations of delivery other than the locations specified above (in particular, registered offices or business locations of the Buyer's business partners) will not be executed.
3. The order shall be submitted in writing and shall specify the Buyer's exact name and address, the type and quantity of ordered goods, the due date and location of delivery and the form and date of payment agreed with the Seller. It shall also be stamped with the Company's stamp and signed by a person authorised to submit orders on behalf of the Buyer.
4. The Seller shall be bound by the delivery date only if such a date is consistent with the applicable delivery terms; otherwise it confirms in writing other terms of delivery.
5. Failure to meet the delivery date by the Seller shall result in the Buyer being entitled to exercise its rights resulting from the applicable provisions of law, only if the Seller, despite the acceptance of the delivery date specified in the order or the additional due date agreed with the customer and despite the written call for delivery, still fails to deliver the goods.
6. The delivery date shall be extended due to and for as long as an event that is caused by circumstances beyond reasonable control of the Parties persists. Such events include: overdue deliveries on the part of the Seller's suppliers, force majeure, unexpected disturbances in the Seller's operations for example, lack of power, delays in transport and customs, transport damage, and also including roadblocks, time restrictions in truck road transport, power shortages, shortages in materials and raw materials, etc. Failure to meet the delivery date by the Seller due to the aforementioned factors results

in the Buyer not being entitled to any claims for damage resulting from the failure to complete or from the overdue completion of the order.

7. If permitted, the Buyer must collect the goods using its own transport within 2 days from the receipt of a notification regarding their availability in the Seller's warehouses. If there are any delays in the collection of goods by the Buyer, it may be charged with costs of warehousing, notwithstanding any other rights that the Seller is entitled to. Any partial delivery shall be deemed a separate transaction and may be separately invoiced by the Seller.
8. If the goods are to be delivered using the means of transport of the Seller (or its suppliers), the Buyer must provide for any means necessary for the goods to be unloaded efficiently.
9. The Seller reserves the right to change the time and due date of delivery, if any inconvenience occurs that is beyond the Seller's control, for example, restrictions in road traffic, weather conditions, roadblocks, etc. If such circumstances occur, the Buyer shall not make any claims related to the delays in delivery.
10. The costs of delivery to the Buyer and of any other additional services shall be agreed on separately during the submission of the order. Any other costs that may be incurred during the completion of the order, for example, repackaging, cutting, foiling, reloading and any other charges and taxes applicable during the completion of the order shall be incurred by the Buyer, unless otherwise agreed by the Parties.
11. Failure to make any payments or pay any interest on such overdue payments or disbursement by the Buyer of credit limits in the amounts higher than permitted shall result in the Seller being entitled to suspend the further completion of the Buyer's orders until appropriate payments are made.

## VII. Transfer of risks

1. Unless otherwise stated in writing, the risk of incidental damage or loss of the delivered goods shall be borne by the Seller (also during transport by a shipper or carrier, as commissioned by the Seller).
2. Unless otherwise agreed in detail, which should be reflected in the provisions included in the specification provided by the Buyer, deliveries shall be made at the Supplier's discretion and with no guarantee for the fastest and cheapest means of shipping the goods to be used.

## VIII. Packaging

1. The Seller shall make every possible effort to ensure that the goods are properly packed.
2. The materials used for packing are recognised as the Seller's own costs and are not returnable, except for EURO pallets and pallet containers with the capacity of 1 cubic meter (Mauser). The Buyer is not obliged to return any disposable pallets.
3. The EURO pallet must be returned to the carrier during the delivery.

4. The cost of the EURO pallet is not included in the price of goods. The cost of the Mauser packaging is non-returnable and is included in the price of goods. If goods are packed using the returnable Mauser packaging, such packaging shall have to be returned within 30 days.
5. Failure to return the Mauser packaging in the number specified in the received list and within the due date shall result in the Seller being entitled to issue a VAT invoice for the relevant value of the unreturned packaging to be paid within 7 days by the Buyer. The cost of the Mauser packaging shall be determined according to the up-to-date price list of the Seller. Furthermore, the Seller shall be entitled to use any funds paid by the Buyer in consideration of other payments firstly for repayment of any unpaid VAT invoices for the Mauser packaging.
6. If the Mauser packaging is returned by the Buyer within the timeline determined by the Seller, the costs of its transport to the Seller shall be covered by the Seller. Failure to do so shall result in the costs of its transport being covered by the Buyer.
7. The Buyer shall be obliged to inform the Seller in advance about the intended return of the Mauser packaging, because the Seller has to make appropriate arrangements allowing for its acceptance.
8. The Buyer shall return the Mauser packaging on the basis of a return consignment letter enclosed with the returned packaging. The Buyer shall be obliged to prepare the Mauser packaging for shipment and to commission the shipment to the carrier specified in the return consignment letter.

#### IX. Compensation

1. The Seller stipulates that the Buyer's claims for compensation in relation to the completion of its order and due to any defects are prohibited, unless they result from the deliberate fault of the Seller.
2. The Buyer shall be obliged to unconditionally comply with the instructions regarding the further use of goods. Failure to do so by the Buyer shall result in the Seller being exempt from any responsibility.

#### X. Terms of Payment

1. The payment for the obtained goods shall be made immediately, without any deductions, upon the issuance of an invoice or in accordance with the agreed terms of payment.
2. The Buyer shall become the owner of goods upon the receipt of the goods and the invoice, unless otherwise specified in the invoice.
3. The day of the inflow of funds to the Seller's account shall be regarded as the payment day.
4. In the case of any delays in payment, the Seller shall, without any additional calls for payment, have the right to charge the statutory interest. The interest on an overdue payment shall be calculated starting from the day following the day on which the payment was due.
5. In the case of any overdue payments, the Seller shall have the right to claim not only the principal amount and the interest on the overdue payment but also any court fees, costs of enforcements and legal representation and also any costs related to the collection of these amounts.

6. If the overdue payments result from more than one invoice, the Seller shall be entitled to use any funds paid by the Buyer in consideration of any invoice firstly for repayment of the interest on overdue payments and secondly for repayment of the amounts that are the most overdue.
7. The Buyer shall have no right to make deductions without the prior consent of the Seller.
8. Any bank guarantees, mortgages and bills of exchange shall be accepted exclusively for the purpose of securing claims and upon the prior consent of the Seller.
9. Any commissioned deliveries require a prepayment to be made in the amount determined by the Seller, if a selected group of customers granted no financial collateral to the Seller or if such customers were regarded as difficult by the Seller.
10. The Buyer undertakes to notify the Seller immediately of any changes to its registered office or place of residence and its postal address (including email and fax number, if provided to the Seller). Failure to do so shall result in any post sent to the addresses specified in the order or in the agreements signed or any other commercial documents being deemed to have been delivered.

#### XI. Final Provisions

1. These GTS shall be effective as of 1 July 2010.
2. These GTS shall not apply to any written agreements regarding sales (including framework agreements) concluded by the Seller before the date specified in item 1.
3. Any legal relationship with the Buyer shall be governed exclusively by Polish law.
4. The Seller and the Buyer shall aim at settling any disputes arising in relation to the performance of the agreements subject to these terms in an amicable manner. Failure to settle a dispute in an amicable manner shall result in such a dispute being submitted for settlement to the courts of competent jurisdiction for the registered office of the Seller.
5. Any agreement entered into with the Supplier or any submitted order cannot be assigned to any third parties without the Seller's consent granted in writing.
6. If some provisions of these GTS become invalid due to the implementation of different legal regulations, their other provisions shall remain effective.
7. By accepting these GTS, the Buyer provides its consent to processing its personal data by the Seller for the purpose of completing its orders by the Seller and also for the marketing purposes related to the Seller's operations.
8. By accepting these GTS, the Buyer provides its consent to processing its personal data by the Seller and by the entities acting on its behalf in Poland and abroad in relation to the completion of the agreements for selling goods offered by the Seller and for the marketing purposes related to the business operations carried out by the Seller. The Buyer shall be entitled to any rights resulting from the provisions of the Act on the Personal Data Protection of 29 August 1997 (Journal of Laws of 1997, No. 133, item 883, as amended), and in particular the right to access and correct its personal data.
9. In matters not regulated by the provisions of these GTS, the provisions of the Civil Code and the Act on Payment Terms in Commercial Transactions of 12

June 2003 (Journal of Laws of 2003, No. 139, item 1323) shall apply respectively.

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\* LOTOS Oil Spółka Akcyjna with its registered office in Gdańsk (80-718) at ul. Elbląska 135 entered in the commercial register for the National Court Register kept by the District Court of Gdańsk-Północ in Gdańsk, 7th Commercial Division, under KRS 0000128016, share capital of PLN 2,000,000 (fully paid-up), NIP 583-27-95-923, REGON 192775657, with the Management Board consisting of: Jacek Neska – President of the Management Board