

28.06.2019/3OWZ /2019

I. Definitions

„**Supplier**” – means an entity executing the Order for GLS.A.;

„**GL S.A.**” or „**Buyer**” – means Grupa LOTOS S.A., with its registered main office in Gdańsk, 80-718, ul. Elbląska 135, entered into the Registry of Entrepreneurs of the National Court Register with the District Court Gdańsk – Północ in Gdańsk, 7th Economic Department of KRS with the number 0000106150, with the company capital of 184,873,362 PLN (fully paid), Tax ID 5830000960, register number BDO 000019759;

„**GOC**” – indicates these General Order Conditions;

„**Parties**” – mean jointly the Supplier and the Buyer;

„**Order**” – indicates a contract entered into by and between the Buyer and the Supplier, the subject of which includes procurement of items or other goods, in particular on the basis of a sales contract or a delivery contract.

II. Effective scope

1. These GOC apply to Orders, in which GL S.A. is the Buyer.
2. The GOC apply to all Suppliers of goods, including situations in which auxiliary services/goods accompany the actual delivery of goods, i.e. assembly.
3. Unless these GOC state otherwise, conditions different than those specified in GOC require a written approval of GL S.A. under the pain of invalidity. Different conditions shall be binding only in the case of a specific Order and cannot be treated otherwise by the Supplier as applicable to other Orders made by GL S.A. or executed for GL S.A. by this Supplier.
4. All agreements and documents, in particular the submitted declarations related to the execution of the Order, require a written form and should include the number assigned to it by GL S.A. The Order number should be specified, in particular, in the delivery notification, in invoices, in the receipt note, in the acceptance protocol.

III. Execution of deliveries

1. Unless the parties agreed upon otherwise, the Order shall be executed in the DDP – Grupa LOTOS S.A. formula (indicated warehouse, storage yard or other location), according to INCOTERMS 2010. The Supplier shall be obliged to insure the goods at its own expense, against all risk during transport, according to Institute Cargo Clauses A (ICC A 1/1/82). GL S.A. may require the Supplier to deliver a document confirming signing an insurance contract confirming the cessation of rights to any compensations or a document insurance providing the basis for a compensation payment directly to GL S.A.
2. The Supplier shall not be obliged to confirm the delivery, unless the Parties agreed otherwise in the form of a document. Execution of the Order should take place just once, unless the Parties agreed upon otherwise (such agreement can have the form of a document). If the Parties approved partial execution of the Order, the confirmation obligation shall apply to all parts, if the Parties agreed to do so. Goods shall be collected on working days (Monday to Friday), between 7 am and 2 pm.
3. The Supplier shall be obliged to pack the goods accordingly with their nature, to the means of transportation used, as well as according to loading and unloading equipment. A label should be affixed to the packaging, legible and permanent, containing the name and the address of the Buyer, as well as the Order number assigned by the Buyer and symbols

indicating handling the package according to delivery and transport standards. Each element inside the package should be labelled in a manner enabling its full identification. If the goods are packed inside multiple packagings, the Supplier shall be obliged to provide a detailed specification for each of the packagings, and a common specification attached to the delivery documentation.

4. Labelling of electric and electronic equipment and, if justified by the size or by the intended use of such equipment, of packaging for such equipment, should conform to legal regulations applicable to electric and electronic waste. In the case of atypical, hazardous, oversized, etc. goods, the Parties shall agree upon detailed conditions regarding packaging, labelling, delivery confirmation and acceptance in each and every case.
5. The delivery shall be considered as executed at the time the goods and documents specified in the Order (e.g.: technical documentation, quality control certificates, material certificates, EX certificates, etc.) shall be accepted by GL S.A. without any objections. Any deviations from the agreed conditions, as well as lack of the required documents may provide the basis for the goods to be rejected or returned to the Supplier at its own expense, and the delivery shall be considered as not executed with all due consequences. In particular, the invoice issued by the Supplier before the goods conforming to the Order and full required documentation to GL S.A. shall remain ineffective towards GL S.A., and the due date for the payment included in such an invoice shall begin after delivery of goods conforming to the contract with all required documents to GL S.A. at the earliest. Such a withheld payment shall not be understood as a delayed payment or unduly execution of the Order by the Buyer. The Supplier shall not be entitled to claim any statutory or contractual interests regarding such a delay.
6. The Supplier shall be held liable for damage caused by the delay, incorrect labelling, packing or identification of the shipment.
7. GL S.A. shall have the right to return to the Supplier, at the expense and risk of the Supplier, any shipment delivered without the required confirmation or delivered before the deadline or after the delivery deadline indicated in the confirmation, or to impose storage costs onto the Supplier. The Supplier shall bear the risk of damage or loss of the goods.
8. The Supplier shall exempt GL S.A. from any and all liability resulting from any claims of third parties raised on the grounds of patent violation, protection rights violation, registration rights violation or violation of any other industrial property rights, material copyrights and derivative rights related to the delivered goods, with the exception of strictly effective, generally applicable legal regulations.
9. Monitoring of transported goods:
 - 9.1. The Supplier hereby declares that he is aware of the obligations resulting from the Act of 9th March 2017 on the monitoring system for road and railway carriage of goods (Journal of Laws 2018, item 2332.) – hereinafter referred to as the Act. In the case of transport of goods subjected to a system monitoring road of railway carriage of goods according to the Act, the Supplier guarantees that obligations specified in legal regulations shall be met, as well as guarantees meeting such obligations by the subcontractors/further suppliers.
 - 9.2 The Supplier shall be obliged to send the reference number to GL S.A. to the following e-mail address: ZAKUPY_SENT@grupalotos.pl
 - 9.3. In the case of intra-Community purchase of goods or import, the Supplier shall be obliged to send to GL S.A. data of the transport provider transporting goods to the territory of Poland and the e-mail address of the transport provider to which the reference number of the order shall be sent immediately, however, not later than before the start of loading of the goods.
 - 9.4 The Supplier shall be obliged to immediately confirm to GL S.A. the receipt of the reference number of the order by the transport provider and to inform about the fact that obligations imposed by the Act have been met. The Parties hereby agree to cooperate in order to duly meet said obligations.

9.5 The Supplier guarantees that the transport provider fulfills the obligations specified in the Act.

9.6 The Supplier shall be liable for damage, in particular for penalties or costs caused by not meeting or unduly meeting obligations specified by legal regulations, in particular specified in the Act, indicated in p. 8.1.

9.7 If any Order conditions stipulate limitations of liability of the Supplier, such stipulations shall not apply to damage related to not meeting or unduly meeting obligations specified in the Act.

IV. Delivery date

1. The delivery date indicated in the Order, and in the case of partial deliveries - deadlines resulting from the delivery schedule, are final and indicate the delivery date for goods to the indicated location, according to the delivery conditions specified in the Order.
2. The Supplier shall be obliged to inform GL S.A. immediately about occurrence or potential occurrence of circumstances which indicate that the agreed delivery deadline for the Order cannot be achieved and to indicate the foreseeable delay period and the reasons behind the delay. If the provided information indicates that the delivery may not be executed on time, GL S.A. may withdraw from the Order or from a part thereof. GL S.A. shall be entitled to use its right to withdraw specified in the previous sentence within 8 weeks starting from the agreed delivery date or the delivery date resulting from the Order. In this case, the supplier shall pay GL S.A. a contractual penalty of 20% (twenty percent) of the net remuneration due according to the Order the GL S.A. withdrew from, and in the case of a partial withdrawal from the order – 20% (twenty percent) of the net remuneration due for this part of the order (applies to partial deliveries).
3. If GL S.A. does not use the right to withdraw from the Order according to p. 2, GL S.A. shall have the right to impose a contractual penalty onto the Supplier for the delivery delay, in the amount of 0.2% (two tenths of a percent) of the net remuneration due according to the Order (or a part thereof in the case of partial deliveries), for every started day of delay, however, not more than a total of 25% (twenty five percent) of the net remuneration due according to the Order (or a part thereof in the case of partial deliveries).
4. Claims related to contractual penalties may be covered from the remuneration due to the Supplier first.
5. The reservation of contractual penalties indicated in p. 2 and 3 does not exclude the right of GL S.A. to claim additional compensation according to generally effective regulations, as well as a compensation for not executed or unduly executed Order, for which no contractual penalties are provided for in this document or in the Order, according to generally effective regulations.
6. The obligation of the Supplier to pay contractual penalties remains independent from the damage of GL S.A. and from the factual damage or lack thereof.

V. Prices and payments

1. Prices specified in the Order are fixed net prices. Prices specified in the Order include all taxes, fees and customs, excluding VAT. VAT shall be added to the aforementioned prices, at the rate effective to generally effective legal regulations.
2. Remuneration shall be paid once GL S.A. receives correct, duly and timely issued invoices, according to legal regulations of the Act of 11th March 2004 on value added tax (i.e. Journal of Laws 2018, item 2174, as amended). – hereinafter „VAT Act” and enforcement regulations to this Act, confirmed with copies available at the invoice issuing entity. The Supplier shall be obliged to compensate any and all negative financial consequences, including the loss

of the right to deduct VAT by GL S.A., caused by non-conformity with the aforementioned conditions or caused by circumstances indicated in art. 88 p. 3a or art. 96 p. 9 and 9a of the Act of 11th March 2004 on value added tax.

3. The Supplier hereby declares that it is a registered, active VAT payer and is not a small taxpayer paying taxes using the cashier method as understood according to the Act of 11th March 2004 on VAT, and in the case of any changes to its status, the Supplier shall be obliged to inform GL S.A. immediately about such changes under the pain of bearing all negative, financial consequences related thereto.
4. In the case of deliveries of goods indicated in items 28-28c of Annex 11 to the VAT Act, stipulations of art. 17 p. 1 point 7 shall apply, if the total value of such goods included in a single transaction, without the tax amount, exceeds 20,000 PLN. In other case of the list of goods indicated in Annex 11, stipulations of art. 17 of this Act shall apply.
5. Unless the Parties agree otherwise, remuneration of the Supplier shall be payable by GL S.A. as a bank transfer, within 30 days after the delivery of a correctly issued invoice, conforming to the conditions of these GOC. Invoices without the Order number shall be considered incorrect and cannot provide a basis for payments.
6. Payment shall be understood as made on the day on which the bank account of GL S.A. is debited.

VI. Split payment clause

1. With introduction of the split payment mechanism, Grupa LOTOS S.A. hereby informs that VAT shall be paid only in Polish currency, to a bank account number managed according to Polish banking law. The Supplier shall be obliged to specify such a bank account number in the invoice.
2. Details related to said regulations are indicated at the following link:

http://www.lotos.pl/2690/bip - strona_glowna/komunikaty_i_przetargi/lotos_wprowadza_mechanizm_podzielonej_platnosci

VII. Quality warranty and guarantee

1. The Supplier shall be obliged to deliver new, unused goods, free of material and legal faults and conforming to technical requirements indicated in the Order. Unless the Parties agree otherwise, during the warranty or guarantee period the Supplier shall be obliged to remove faults and malfunctions immediately, however, not later than within the final deadline of 14 days after the fault is reported by GL S.A. After this deadline, GL S.A. may undertake repairs at the expense and risk of the Supplier, without the need for a separate approval or authorisation of a common court. GL S.A. reserves the right to remove faults or malfunctions in the subject of the order immediately, using its own technical service, at the expense and risk of the Supplier and without a loss of rights from the warranty or guarantee, in urgent situations, if the immediate removal of a fault or of a malfunction is required in order to avoid any damage to GL S.A., including ensuring continuous operation of a site of GL S.A.
2. The Supplier shall be obliged to replace faulty goods, if the fault or the malfunction according to a technical opinion of GL S.A. are such that restoration of the goods to a condition meeting the quality requirements specified in the Order is impossible, improbable or cannot be justified, if the fault or malfunction occurred again despite repairs done previously.
3. GL S.A. may require the Supplier to secure duly execution of warranty or guarantee obligations, in particular provided as a bank warranty or an insurance warranty, previously approved by GL S.A.
4. The remaining scope of liability of the Supplier related to warranty and guarantee is regulated in generally effective legal regulations. The warranty period granted by the Supplier shall be indicated in the Order or in warranty documents. If no other stipulations are indicated in the Order or in the warranty documents, the Supplier shall grant a quality warranty and guarantee

for faults for a period of 24 months from the acceptance date of a delivery executed by the Supplier according to Order conditions.

5. If removal of faults found during acceptance of the subject of the Order or during the warranty and guarantee period covering the faults is delayed, the Supplier shall pay GL S.A. a contractual penalty of 0.4% (four tenths of a percent) of the value of net remuneration indicated in the Order (or of a part thereof in the case of partial deliveries) for every started day of delay, counted from the deadline indicated by GL S.A. for fault removal, however, not more than a total of 25% (twenty five percent) of the value of net remuneration indicated in the Order (or of a part thereof in the case of partial deliveries). If GL S.A. suffers a higher damage, it shall have the right to claim additional compensation according to generally effective regulations, as well as a compensation for not executed or unduly executed Order, for which no contractual penalties are provided for in this document or in the Order, according to generally effective regulations.
6. The obligation of the Supplier to pay contractual penalties remains independent from the damage of GL S.A. and from the factual damage or lack thereof.

VIII. Sub-contracting

1. If the Supplier intends to sub-contract the execution of the entire Order or a part thereof with third parties, such sub-contracting requires a prior written approval of GL S.A. under the pain of invalidity. The same requirements apply accordingly if a sub-contractor is changed during Order execution or if a further sub-contractor is engaged.
2. The Supplier shall be liable for actions or negligence of entities it relies on to meet its obligations or to which it entrusted its obligations, as if it were actions or negligence of the Supplier.

IX. Withdrawal from the Order

1. GL S.A. may withdraw from the Order or from a part thereof because of reasons the Supplier is responsible for in the case of a severe violation of Order conditions or of these GOC by the Supplier, or in cases of severe violation of generally effective legal regulations by the Supplier.
2. In the case of intra-community deliveries of electric and electronic equipment subjected to the Directive 2002/96/WE, GL S.A. may withdraw from execution of the Order or of a part thereof, if an inspection performed according to GOC or an audit performed according to GOC, or actions of public authorities indicate that the Supplier does not duly meet its obligations as an entity marketing the equipment, specified in the Act of 11th September 2005 on electric and electronic waste (Journal of Laws of 2018, item 1466, as amended).
3. If GL S.A. withdraws from the Order because of reasons the Supplier is responsible for, GL S.A. shall have the right to impose a contractual penalty in the amount of 20% of the value of net remuneration specified in the Order or related to its non-executed part (in the case of partial deliveries). GL S.A. shall have the right to claim compensation in excess of the reserved contractual penalty, according to generally effective regulations.
4. Withdrawal from the Order or from a part thereof according to the above stipulations may take place not later than within 6 months after the agreed delivery date or the delivery date indicated in the Order.

X. Order transfer

The Supplier shall not transfer or encumber the rights and obligations specified in the Order, in their entirety or in part, without a prior written approval of the GL S.A. required under the pain of invalidity, in particular, it shall not cede its due remuneration related to the Order without such an approval. The transfer and encumbering of rights or obligations indicated in the Order without an approval of GL S.A. indicated in the previous sentence shall have no effect on GL S.A.

GL S.A. shall have the right to transfer a part or all rights and obligations indicated in the Order onto subsidiaries of GL S.A. as understood according to the Code of Commercial Companies without approval of the Supplier.

XI. Confidentiality

1. The Supplier shall be obliged to treat all Order conditions, as well as information related to GL S.A. and to its company, obtained in relation to Order and its execution as strictly confidential and not generally available and use them only for the purpose of Order execution. In particular, the Supplier shall be obliged to treat as confidential all organisational, commercial, legal, financial and technical information related to GL S.A., as well as information related to the size of commercial exchange, applied prices, discounts, product specifications, agreements, technological data. The Supplier hereby acknowledges that such information is a trade secret of GL S.A. as understood according to art. 11 of the Act of 16/04/1993 on combatting unfair competition (i.e. Journal of Laws of 2018, item 419).
2. This confidentiality obligation shall remain effective during Order execution and for a period of 10 years after its execution, termination or cancellation, regardless of the reason.
3. None of information specified in p. 1 shall be revealed or used by the Supplier without a prior, written approval of the Ordering Party – under the pain of invalidity - excluding situations in which this is required according to the effective legal regulations. Such information shall be revealed only to such staff members or sub-contractors of the Supplier, who require such information in order to executed the Order and under the condition, that such individuals shall be obliged to maintain confidentiality within the scope specified above. The Supplier shall be liable for violations of this confidentiality obligation by such individuals.
4. If obligations indicated in p. 1 - 3 are violated, the Supplier shall be obliged to pay GL S.A. a contractual penalty of 20% of the value of net remuneration indicated in the Order for each and every such violation, however, not more than 100% of the value of net remuneration indicated in the Order. Notwithstanding the above, GL S.A. reserves the right to claim compensation in full value of the damage according to generally effective regulations in cases of damage with value exceeding the value of the contractual penalty.
5. In regard to information obligations applicable to public companies according to the Regulation of the European Parliament and of the Council (EU) No. 596/2014 of 16th April 2014 on market abuse (Regulation on market abuse) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Directive of the Commission 2003/124/EC, 2003/125/EC and 2004/72/EC (hereinafter „MAR Regulation”), if Grupa LOTOS S.A. receives confidential information as understood according to art. 7 of MAR Regulation, which needs to be immediately made generally available, the Contractor shall be obliged not to reveal and not to use such information under the pain of sanctions provided for in generally effective legal regulations. At the same time, on request of Grupa LOTOS S.A., The Contractor shall provide a list of people with access to confidential information and written confirmation of knowledge of obligations and sanctions according to art. 18 of the MAR Regulation by said people.

XII. Personal data protection

1. Each of the Parties shall be obliged to observe the generally effective legal regulations pertaining to personal data protection, in particular, Regulation of the European Parliament and of the Council (UE) 2016/679 of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and shall be obliged to ensure protection of the aforementioned data by undertaking adequate technical and organisational measures, and shall be fully liable for damage caused in relation to personal

data processing.

2. The Supplier hereby confirms that all personal data provided to the Buyer has been collected legally, honestly and transparently.

XIII. Force Majeure

1. Force Majeure means any unforeseeable and unique situation and event remaining outside reasonable control of the Parties, which prevents execution of any of the contractual obligations by one of the Parties. This applies, in particular, to events such as: acts of war, acts of terrorism, strikes, actions of state authorities, local or international authorities and natural disasters.
2. If one of the Parties is afflicted by Force Majeure, it shall immediately inform the other Party, describing the event constituting Force Majeure, its expected duration and foreseeable effects and the proposed procedure. Neither of the Parties shall be considered in violation of obligations specified in the Order or in these GOC, if execution of such obligations is prevented by Force Majeure. In the case of partial deliveries, if the Supplier is unable to meet its obligation because of Force Majeure circumstances, it shall retain its right to remuneration, only for executed deliveries.
3. If circumstances or effects of Force Majeure last longer than 60 days, the Parties shall be entitled to terminate the Order with a 2-weeks notice period. An Order termination notice (with a notice period) requires a written form under the pain of invalidity.

XIV. References and advertising

The Supplier shall have no right to use materials and information related to cooperation with GL S.A., in particular for reference and advertising purposes, without a prior approval of GL S.A. which requires a written form under the pain of invalidity. The Supplier shall have no right to use the logo, any trademarks or other designations of GL S.A., unless GL S.A. authorised the Supplier to do so.

XV. Supplier inspections

1. GL S.A. shall have the right to perform inspections, tests and checks of materials used to manufacture the subject of the Order during every stage of the execution, at the site of the Supplier. The Supplier shall be obliged to take into account all remarks and objections of GL S.A. made as a result of inspections, unless they would result in a significant change of the subject of the Order.
2. GL S.A. holds an Integrated Management System certificate, covering the requirements of ISO 9001, ISO 14001 and PN-N-18001 standards. Because of the above, GL S.A. reserves the right to hold audits of the Supplier, related to meeting the requirements of the aforementioned standards within the scope related to execution of the Order.

XVI. Obligations dictated by REACH Regulation (if applicable)

1. The Supplier hereby declares that the substance/mixture ingredients it delivers have been registered according to the REACH Regulation - if they required registration.
2. The Supplier hereby declares that the substance/mixture ingredients it delivers are not subjected to any permit granting procedures and limitations of use.
3. The Supplier shall be obliged to provide GL S.A. with the current material safety data sheet, on the date of the first delivery at the latest and within twelve months from the date of the last delivery of the product, if the material safety data sheet is updated within this period.
4. If a material safety data sheet is not required according to art. 31 of REACH Regulation, the Supplier shall be obliged to provide GL S.A. with information prepared according to art. 32 of this Regulation.

XVII. Packaging requirements:

1. The entity marketing packed products shall be obliged to limit the quantity and negative impact of substances used in packagings and of the generated packaging waste on the environment, such that:
 - 1) the packaging does not contain harmful substances in quantities posing hazards to the product, the environment or human health,
 - 2) the maximum quantity of lead, cadmium, mercury and hexavalent chromium in the packaging does not exceed 100 mg/kg.
2. The entity marketing packagings shall also be obliged to limit the quantity and the negative influence of substances used to produce packaging on the environment and to the generate packaging waste in such a manner that the volume and mass of packaging are limited to the absolute minimum required for the packaging to perform its intended functions and to ensure product safety, taking into account the expectations of the user.
3. Acceptance of said stipulations, including the aforementioned obligation, shall be understood as explicit confirmation that the requirements have been met.

XVIII. Copyrights

1. If the Supplier creates or delivers a work covered by regulations of the Act of 4th February 1994 on copyright and on derivative rights (hereinafter „Work”) in relation to Contract execution, the Supplier shall transfer all material copyrights and derivative copyrights to all Works performed or delivered as a part of the Order, including the exclusive right to execute and allowing to execute the derivative copyright in fields of exploitation specified in p. 5 below onto the Buyer, within the contractual remuneration indicated in the Contract.
2. The Supplier hereby declares and guarantees that it is entitled to all material copyrights to Works created or delivered as a part of Order execution. Works shall be understood by the Parties, in particular, as technical documentation, final preparations, reports, information, analyses, scenarios, opinions, evaluations constituting works according to regulations of the Act on copyright and on derivative rights, collected by the Ordering Party, and until the day on which an Order withdrawal notice is submitted if the Ordering Party withdraws from the Order;
3. The Supplier hereby declares and guarantees that the Work shall not violate material and personal copyrights and any other rights of third parties and that its copyrights to the Work shall not be limited within the scope covered by the Order.
4. The Supplier shall be fully responsible for damage caused by ineffective or faulty acquisition of rights to Work from third parties or as a result of acquisition of rights to Work encumbered by rights of third parties, as well as a result of ineffective or faulty transfer of rights onto the Buyer. If any legal faults, encumbrances or claims of third parties are revealed after the date indicated in p. 5, the Supplier shall be obliged to exempt the Buyer from all related claims of third parties, to repair all damage to the Ordering Party caused by such faults, and also, on request of the Buyer, shall make an appropriate public declaration.
5. The transfer of copyrights and of derivative rights to Works indicated in p. above shall take place on the Work acceptance date, in the following fields of exploitation:
 - a) recording and copying (including uploading to computer memory or to other devices), on any media and using any technology (including analogue and digital technologies), systems or formats, mechanical optical, magnetic, electronic or other forms of recording, on audio and video media (including audio-video media), light-sensitive, magnetic, optical media, discs, computer data storage media and chips, print-outs and similar media and on any other forms of data storage media and memory,
 - b) marketing of the original copy and of copies made according to stipulations listed in ch. a) - marketing, lease, lending, licensing or making the Work available for use according to any other legal basis,
 - c) other forms of distribution, including:

- broadcasting (including transmission and re-transmission) and re-broadcasting, including visual and audio, wired and wireless transmission by ground stations, satellites and interactive television, in cable television, telecommunication or multimedia networks or using other broadcasting systems (including so called *simulcasting* and *webcasting*), encrypted or non-encrypted, in open or closed circulation, using any technique (including analogue and digital techniques), system or format, with or without the recording option, including text, multimedia, Internet, telephone or telecommunication services,
 - all means making the Works publicly available in a manner open to the public at the location and time of their choosing, including ground stations, satellites, cable, telecommunication or multimedia networks, databases, servers or other devices in systems, including systems operated by third parties, in open or closed circulation, using any technique, system or format, with or without recording options, including services listed above in ch. c)
 - all public presentations, displays,
 - use on Internet websites which may be viewed or accessed all across the world and use of Internet-based, live multimedia transmission,
 - - use in promotions and advertisements and for information purposes, using television and Internet,
 - use of the Work during a procurement, investment process, once or on multiple occasions, in its entirety or partially, at the disposal of the Ordering Party, in particular construction of any number of buildings, structures, installations or other sites and parts thereof on their basis,
 - preparation of a derivative form of the Work by a third party as requested by the Buyer;
6. The transfer of rights indicated in p. above shall be unlimited in terms of territory.
7. The Supplier hereby authorises the Buyer to use the Work as a whole or any parts thereof for promotional and advertising purposes (within the fields of exploitation specified in p. 5 above, as posters, photographs, radio or television advertisements and Internet advertising).
8. The Buyer shall have the right to use parts of the Work and dispose of them within the fields of exploitation and use specified in p. 5 above.
9. The Supplier hereby authorises the Buyer to execute personal copyrights on behalf of the author of the Work, and in particular to:
- a) making decisions regarding inviolability of the contents and of the form,
 - b) making decisions regarding how the Work should be used.
10. Upon Work acceptance by the Buyer, the Supplier shall transfer onto the Buyer the ownership of copies (material media) containing the Work, within the remuneration of the Supplier indicated in the Order.
11. The Buyer may distribute and publish materials or make declarations regarding the work without indicating authors of the Work in such materials and declarations.

XIX. Additional clauses

- 1. OHS clause for partners entering the sites of Grupa LOTOS S.A. using a permanent or a “temporary” partner card**
- 1. **The Supplier** and others working on its behalf shall be obliged to observe and apply the generally effective legal regulations, internal regulations of Grupa LOTOS S.A. and professional/technical standards related to occupational health and safety, fire prevention, applicable to works performed within the Order.
 - 2. **The Supplier** shall be obliged to observe and apply standards and behaviour rules currently effective at the sites of Grupa LOTOS S.A., in particular related to occupational health, safety,

- fire prevention and physical security, as provided by Grupa LOTOS S.A. in: Grupa LOTOS *Capital requirements for Partners* available at: <https://kontrahenci.lotos.pl>. **The Supplier** shall be obliged to designate a person with access to the aforementioned service using login and password provided once the Contract is signed. The designated person should coordinate works indicated in the Order and present during their execution at the given site of Grupa LOTOS S.A.
3. In the case of any difficulties with logging in to the service/with document access, Grupa LOTOS S.A. should be notified immediately at the following e-mail address: kontrahenci@grupalotos.pl.
 4. Changes to documents made available through the aforementioned service shall become effective on the day on which they are published on said website and do not require an amendment to the Order in order to be valid.
 5. **The Supplier**, before starting work at the sites of Grupa LOTOS S.A., shall be obliged to familiarize all individuals working on its behalf with occupational safety and fire prevention rules effective at the sites of Grupa LOTOS S.A. and to ensure distribution of requirements made available in the aforementioned service amongst all individuals working on its behalf.
 6. **The Supplier** hereby guarantees that its sub-contractors working at the sites of Grupa LOTOS S.A. know and observe rules and behaviour standards effective at the sites of Grupa LOTOS S.A.
 7. Violation of rules and behaviour standards effective at the sites of Grupa LOTOS S.A., in particular those related to occupational safety, fire prevention and physical security may be treated by provide Grupa LOTOS S.A. with a basis for immediate withdrawal from the Order because of reasons the **Supplier** is responsible for, within the deadline indicated in the Order or in these GOC because of reasons the **Supplier** is responsible for and for claiming contractual penalties and damages according to generally effective regulations, and to the full value of the damage.
 8. **The Supplier** shall delegate its staff and other people working on its behalf to undertake a training in general safety rules in effective at the sites of Grupa LOTOS S.A., provided by LOTOS S.A. The training shall be provided as e-learning, available at the training platform, at the following address: <https://e-learning.lotos.pl> or as a stationary training, in cases agreed upon with LOTOS S.A.
 9. **The Supplier** shall be obliged to immediately inform Grupa LOTOS S.A. about any incident taking place at its sites, i.e.: accidents at work, fires, malfunctions, or any other local hazards, according to stipulations included in the currently effective *Manual of behaviour rules effective at the sites of Grupa LOTOS S.A.* and available in the aforementioned service.
 10. If the **Supplier** does not observe regulations of Grupa LOTOS S.A. effective at the sites of Grupa LOTOS S.A., Grupa LOTOS S.A. shall have the right to impose a contractual penalty of a thousand PLN (1,000 PLN) per every such violation. Meeting of the aforementioned requirements may be checked and verified by staff members of the Occupational Health and Safety Office of Grupa LOTOS S.A. and specialists supervising work on behalf of Grupa LOTOS S.A., as well as staff of entities providing personal and material security services at the sites of **Grupa LOTOS S.A.** . If the **Supplier**, its staff or other individuals working on its behalf are found to violate the occupational health and safety, fire prevention and physical security in effect at the sites of Grupa LOTOS S.A., LOTOS Ochrona Sp. z o.o. / Occupational Health and Safety Office of Grupa LOTOS S.A. / other authorised units shall use sanctions provided for in the *Penalty list for staff of third parties* made available in the service: Grupa LOTOS *Capital requirements for Partners* provided at: <https://kontrahenci.lotos.pl>. **The Supplier** hereby declares that it has read the *Table of penalties* and agrees to sanctions specified therein. If staff of the **Supplier** has its right to access the sites of Grupa LOTOS S.A. revoked, all the effects shall be borne by the **Supplier**. In addition, in cases of aforementioned events, Grupa LOTOS S.A. may unilaterally decide to fully or partially suspend operation of machinery or other technical devices and other works performed by individuals on the sites of Grupa LOTOS S.A., until such a violation is remedied. Suspension of works does not change the deadline for work specified in the Order
 11. Regardless of the application of sanctions resulting from the *Table of penalties for staff of third parties*, Grupa LOTOS S.A. shall have the right to impose contractual penalties indicated

- below. The **Supplier**, the staff of which committed the violation, shall be informed about the aforementioned actions.
12. During their stay at the sites of Grupa LOTOS S.A., staff of the **Supplier** and other individuals working on its behalf shall not work under the influence of alcohol or having consumed illicit drugs or narcotics and shall not possess alcohol, illicit drugs or narcotics.
 13. **The Supplier** shall pay Grupa LOTOS S.A. a contractual penalty of one thousand PLN (1,000.00 PLN) for every event of alcohol consumption discovery (from 0.2‰ alcohol in blood or 0.1 mg of alcohol in 1 dm³ of exhaled air) or illicit drugs/narcotics use in the first two staff members of the **Supplier** or other individuals working on its behalf during the given calendar year, whether refusal to undergo adequate tests shall be equivalent to a discovery of alcohol consumption or of use of illicit drugs/narcotics. In the case of every subsequent person violating the sobriety obligation during the given calendar year, the **Supplier** shall pay ten thousand PLN (10,000.00 PLN). The limit of two people within a calendar year, during which the aforementioned penalty is calculated, shall apply to the **Supplier** for all contracts (including Orders) entered into with Grupa LOTOS S.A., and the number of people identified as having consumed alcohol or illicit drugs/narcotics and providing work related to the Order and to other contracts (including Orders) shall be additive. **The Supplier** shall ensure that appropriate stipulations are included in contracts entered into with Sub-contractors. The Parties hereby agree that Grupa LOTOS S.A. shall issue a debit note for the reserved contractual penalty related to violations of the sobriety obligation, to the **Supplier**. Such debit notes shall include information about a cessation of amounts due from the debit note for LOTOS Ochrona Sp. z o.o., indicating the appropriate number of the bank account of LOTOS Ochrona Sp. z o.o. The person found to violate the alcohol or illicit drugs/narcotics sobriety regulation shall have its pass revoked with an imposed entry prohibition onto sites of Grupa LOTOS S.A. for a period of time specified in the current *Table of penalties for staff of third parties*.
 14. In the case of justified suspicions of violations of internal OHS, physical security rules, the prohibition of bringing alcohol, illicit drugs and narcotics, weapons and other prohibited items, presence at the sites of Grupa LOTOS S.A. under the influence of alcohol, illicit drugs and narcotics and where smoking, use of mobile phones and other electronic transmitters is prohibited, Grupa LOTOS S.A. shall have the right to inspect premises, items, vehicles and clothing belonging to people working on behalf of the Supplier at the sites of Grupa LOTOS S.A. in order to reveal drugs, substances, items, materials prohibited at the sites of Grupa LOTOS S.A. Each person refusing to cooperate during such an inspection shall receive a permanent entry prohibition onto sites of LOTOS S.A.
 15. On request of Grupa LOTOS S.A., **The Supplier** shall remove such person from work and replace with another staff member, if the Ordering Party concludes that the indicated person violated any of the effective OHS regulations, rules of physical security and/or related to alcohol, illicit drugs or narcotics. Grupa LOTOS S.A. shall have the right to inspect activities of the **Supplier** and of its procedures implemented in order to ensure conformity with the discussed rules, at any time.
 16. On request of Grupa LOTOS S.A., **the Supplier** shall present its OHS plan including a list of people responsible for OHS, including telephone contact numbers and an analysis of work in terms of risk and methods the **Supplier** plans to use in order to limit or eliminate the risks. Without a prior, written approval of Grupa LOTOS S.A., **the Supplier** may not apply for or shall not begin negotiations with any bodies or authorities in order to obtain approvals of deviations from or changes to rules and regulations related to occupational health and safety, protection of environment or excessive noise levels and related to the Order.
 17. **The Supplier** hereby declares that everyone working on its behalf has the legally required medical certificates, trainings, qualifications, professional licences and have been familiarised in a documented manner with professional risk related to work performed at the sites of Grupa LOTOS S.A.
 18. **The Supplier** shall be obliged to provide Grupa LOTOS S.A., on its every request, current certificates, documents confirming qualifications of its staff, evaluations of professional risks, attestations, certificates, registers required by law and related to all people working on its behalf.

19. **The Supplier** hereby declares that it shall not employ temporary agency workers for particularly hazardous works as understood according to regulations issued on the basis of art. 237¹⁵ of Labour Law Code.
20. Because of the priority treatment of safety issues by Grupa LOTOS S.A., any violations of OHS, fire prevention or physical security rules effective at the sites of LOTOS S.A. by the **Supplier** may provide the basis for withdrawal from the Order because of reasons, responsibility for which lies with the **Supplier**. This obligation also applies to sub-contractors and other individuals acting on behalf of the **Supplier**. Because of the above, the **Supplier** shall be obliged to include the relevant stipulations in contracts entered into with Sub-contractors.
21. Before starting works, the **Supplier** shall be obliged to designate an individual/individuals authorised to supervise staff and to receive a written work permit based on the underwent training, titled: „Training authorising to receive written permits at the sites of Grupa LOTOS S.A.“. This training is available at the training platform, at: <https://e-learning.lotos.pl/> Individuals without a valid certificate confirming the aforementioned training shall not receive work permits issued on the basis of procedure GKL.48.01.00.00.

2. OHS clause for other partners entering the sites of Grupa LOTOS S.A. on the basis of a guest card or a temporary partner card (to which p. 1 does not apply)

1. If an action or an omission of the **Supplier**, its staff or people working on behalf of the **Supplier** regardless of the legal basis of the cooperation anyhow violate the rules related to safe and hygienic work conditions, effective at the sites of Grupa **LOTOS S.A.**, including fire prevention rules, other internal rules and regulations related to security and effective at the sites of **Grupa LOTOS S.A., Grupa LOTOS S.A.** shall have the right to impose a contractual penalty onto the **Supplier** in the amount of 1,000.00 PLN (in words: one thousand PLN) for each such action or omission. If the **Supplier**, its staff or other individuals working on its behalf are found to violate the occupational health and safety, fire prevention and physical security in effect at the sites of Grupa LOTOS S.A., LOTOS Ochrona Sp. z o.o. / Occupational Health and Safety Office of Grupa LOTOS S.A. / other authorised units shall use sanctions provided for in the *Penalty list for staff of third parties*.
2. In addition, in cases of aforementioned events, **Grupa LOTOS S.A.** may unilaterally decide to fully or partially suspend operation of machinery or other technical devices and other works performed by individuals on the sites of **Grupa LOTOS S.A.**, until such a violation is remedied. Suspension of works does not change the deadline for work specified in the Order
3. **Grupa LOTOS S.A.** shall have the right to have the **Supplier** bear the costs of a standstill caused by works withheld as described above.
4. **The Supplier** shall be obliged to inform Grupa LOTOS S.A. immediately about incidents at its sites, i.e. work accidents, fires, malfunctions or other local hazards.
5. During their stay at the sites of Grupa LOTOS S.A., staff of the **Supplier** and other individuals working on its behalf shall not work under the influence of alcohol or having consumed illicit drugs or narcotics and shall not possess alcohol, illicit drugs or narcotics.
6. **The Supplier** shall pay Grupa LOTOS S.A. a contractual penalty of one thousand PLN (1,000.00 PLN) for every event of alcohol consumption discovery (from 0.2‰ alcohol in blood or 0.1 mg of alcohol in 1 dm³ of exhaled air) or illicit drugs/narcotics use in the first two staff members of the **Supplier** or other individuals working on its behalf during the given calendar year, whether refusal to undergo adequate tests shall be equivalent to a discovery of alcohol consumption or of use of illicit drugs/narcotics. In the case of every subsequent person violating the sobriety obligation during the given calendar year, the **Supplier** shall pay ten thousand PLN (10,000.00 PLN). The limit of two people within a calendar year, during which the aforementioned penalty is calculated, shall apply to the **Supplier** for all contracts (including Orders) entered into with Grupa LOTOS S.A., and the number of people identified as having consumed alcohol or illicit drugs/narcotics and providing work related to the Contract and to other contracts (including Orders) shall be additive. **The Supplier** shall ensure that appropriate stipulations are included in contracts entered into with Sub-contractors. The Parties hereby agree that Grupa LOTOS S.A. shall issue a debit note for the

reserved contractual penalty related to violations of the sobriety obligation, to the **Supplier**. Such debit notes shall include information about a cessation of amounts due from the debit note for LOTOS Ochrona Sp. z o.o., indicating the appropriate number of the bank account of LOTOS Ochrona Sp. z o.o. The person found to violate the alcohol or illicit drugs/narcotics sobriety regulation shall have its pass revoked with an imposed entry prohibition onto sites of Grupa LOTOS S.A. for a period of time specified in the current *Table of penalties for staff of third parties*.

7. In the case of justified suspicions of violations of internal OHS, physical security rules, the prohibition of bringing alcohol, illicit drugs and narcotics, weapons and other prohibited items, presence at the sites of Grupa LOTOS S.A. under the influence of alcohol, illicit drugs and narcotics and where smoking, use of mobile phones and other electronic transmitters is prohibited, Grupa LOTOS S.A. shall have the right to inspect premises, items, vehicles and clothing belonging to people working on behalf of the **Supplier** at the sites of Grupa LOTOS S.A. in order to reveal drugs, substances, items, materials prohibited at the sites of Grupa LOTOS S.A. Each person refusing to cooperate during such an inspection shall receive a permanent entry prohibition onto sites of Grupa LOTOS S.A.
8. On request of Grupa LOTOS S.A., **The Supplier** shall remove such person from work and replace with another staff member, if the Ordering Party concludes that the indicated person violated any of the effective OHS regulations, rules of physical security and/or related to alcohol, illicit drugs or narcotics. Grupa LOTOS S.A. shall have the right to inspect activities of the **Supplier** and of its procedures implemented in order to ensure conformity with the discussed rules, at any time.
9. Because of the priority treatment of safety issues by Grupa LOTOS S.A., any violations of OHS, fire prevention or physical security rules effective at the sites of Grupa LOTOS S.A. by the **Supplier** may provide the basis for withdrawal from the Contract with fault of the **Supplier**. This obligation also applies to sub-contractors and other individuals acting on behalf of the **Supplier**. Because of the above, the **Supplier** shall be obliged to include the relevant stipulations in contracts entered into with Sub-contractors.
10. Individuals authorised to verify the aforementioned requirements and to suspend the works fully or partially include supervisors of Grupa **LOTOS S.A.** or HSE services of Grupa **LOTOS S.A.**, or staff of entities providing personal and material security on the site of Grupa **LOTOS S.A.** .

3. Ethical clause

Grupa LOTOS S.A. operates with accepted responsibility for consequences of its operation and applies uniform standards in evaluation of ethical conduct of its staff and of third parties, respects human rights, observes labour law and respects the environment.

Grupa LOTOS S.A. respects human rights within the entire chain of values presented in its business operation. In the spirit of social responsibility for the entire communal life and caring for common good, Grupa **LOTOS S.A.** undertakes actions related to care for law and regulation observance in its business, including international rules which include the concept of Corporate Social Responsibility (CSR). The company undertakes activities related to shaping of appropriate economic and social relationships.

Grupa LOTOS S.A. acts to create a work environment based on mutual respect and tolerance. The company guarantees personal data protection and discretion to everyone who decides to report suspected violations of rules effective within Grupa **LOTOS S.A.** and expressed in the „Code of Ethics of Grupa LOTOS Capital " or of other regulations related to the concept of Corporate Social Responsibility implemented and used by the Company.

Contents of the “Code of Ethics of Grupa LOTOS Capital” may be found at www.odpowiedzialny.lotos.pl

4. No conflict of interests clause

The Supplier hereby declares that to the best of its knowledge on the date of Contract signing, no conflict of interests potentially preventing it from duly Contract execution, influencing its neutrality, quality of its work or services, independence or reliability exists.

The Supplier hereby declares that it shall be obliged to take all due care within the scope required within its regular business activity and to undertake actions aimed at avoidance of conflict of interests.

The Supplier hereby declares that if any risk of a potential conflict of interests influencing the declared contents presented above occurs during the period of Contract execution, it shall immediately report it in writing to **Grupa LOTOS S.A.**, indicating its justification and shall prepare a proposal of all required actions aimed at prevention of the conflict, taking into account the widely understood interests of **Grupa LOTOS S.A.** and business ethics applied by it.

5. Anti-corruption clause

The Supplier hereby declares that it has not offered or transferred any material or personal benefits in order to influence the decision of Grupa LOTOS S.A. on selection of its offer. It has not influenced the selection of Grupa LOTOS S.A. in an illegal manner or in a manner contradicting good customs and has not participate in any negotiations or agreements with other third parties which intended to impact the choice of Grupa LOTOS S.A.. The Supplier hereby declares that no part of its remuneration due in relation to Contract execution shall be used to cover the costs of providing the aforementioned material and/or personal benefits by any of the parties.

6. Environment protection (applicable to contracts, excluding p. 7)

The Supplier hereby declares that it observes the effective legal regulations related to the widely understood protection of natural environment and the sustainable development rule and undertakes activities limiting the negative impact of its activity on the environment.

7. Protection of environment (in the case of contracts/orders resulting in waste, use of chemicals during mechanical, electric, automation, chemical works)

1. In regards to works included in the Contract, the **Supplier** shall never allow and shall always prevent emission (regardless of its form), concentrations and environmental effects of any and all substances and/or waste, which could result in pollution or other environmental damage and introduction of which to the environment violates any relevant regulations or rules, implemented and effective currently or in the future.
2. **The Supplier** shall be obliged to continuously monitor works in terms of waste generation, wastewater discharge, limiting emissions and reasonable use of utilities during execution of the subject of the Contract.
3. **The Supplier** shall observe all legal requirements related to the Works executed within the Contract and shall remain liable for observance of all regulations, rules and environmental requirements regulating topics of hazardous substances, safety and hygiene.
4. **The Supplier** shall provide containers (bins) for industrial waste generated during execution of the subject of the Contract and shall selectively collect such waste and remove it at its own expense.
5. **The Supplier** shall not store any hazardous substances at the location where the subject of the Contract is executed with violation of legally imposed storage limitations.
6. **The Supplier** shall undertake at its own expense all necessary actions required to protect third parties, including staff and representatives of Grupa LOTOS S.A. Against potential damage caused by activity of waste, hazardous and/or toxic substances generated during work or used by the **Supplier**.
7. **The Supplier** shall immediately with Grupa LOTOS S.A. all discharges, releases and leakages of hazardous substances and/or waste.
8. **The Supplier** shall continuously maintain cleanliness, order and safe conditions at the location where the subject of the Contract is executed and at all other locations used in relation to execution of the Contract. At the end of works covered by the Contract, the **Supplier** shall immediately return to Grupa LOTOS S.A. unused materials and equipment provided to the **Supplier** and shall remove from the sites of Grupa LOTOS S.A. all unused materials and equipment provided by the **Supplier** as well as other equipment, leaving the grounds and the surrounding area clean, safe and ready for use.

9. **The Supplier** shall successively and selectively collect waste generated as a result of works performed by it or on its behalf, included in the subject of the Contract, taking care in order to prevent waste generation or mixing and limiting its quantity through appropriate use of materials and equipment. **The Supplier** shall hand waste over to recovery or neutralisation only to entities which obtained the required permit from the relevant authority or a permit to operate as a waste managing entity, unless such business activity does not require a permit. Every need to remove waste shall be reported by the **Supplier** to Grupa LOTOS S.A. before the waste is removed from the location or works or from waste storage locations.
10. **With the exception of paragraph 11 and other stipulations of the Contract, the Supplier shall remain the waste generating entity in relation to all waste types and quantities generated as a result of Contract execution.** **The Supplier** shall be liable for legal handling of the generated waste and shall bear civil, administrative and penal liability for violations of waste-related legislation.
11. Grupa LOTOS S.A. shall remain the entity generating scrap created from the assets of Grupa LOTOS S.A. as a result of Contract execution. **The Supplier** shall be obliged to collect and transport the scrap to the waste storage yard at the site of Grupa LOTOS S.A.
12. **The Supplier** hereby declares that it shall not use waste containing oil derivatives generated as a result of Contract execution to produce firing fuels or engine fuels and that it shall not transfer such waste to other entities in order to produce firing fuels or engine fuels.
13. In relation to waste, which are considered to be generated by Grupa LOTOS S.A. according to the Contract **the Supplier** shall be obliged to provide the relevant units of Grupa LOTOS S.A. with information about the type and quantities of generated waste continuously, however, at least within deadlines enabling Grupa LOTOS S.A. systematic and proper stock taking of waste. Such waste may be stored only at location and in warehouse equipment indicated by Grupa LOTOS S.A., wherein neither the **Supplier** nor any other individuals acting on its behalf shall be entitled to manage such waste, with the exception of storage within waste generation.
14. If Grupa LOTOS S.A. is covered by any sanctions as a result of the **Supplier** violating regulations related to waste management or of the aforementioned stipulations, the **Supplier** shall immediately reimburse Grupa LOTOS S.A. all documented and related expenses or costs, notwithstanding the right of Grupa LOTOS S.A. to deduct such amounts from any payment due to the **Supplier**.
15. If the **Supplier**, despite a written request to remove faults or violations still violates any of the stipulations presented above of regulations effective within Grupa LOTOS S.A. it is obliged to observe, Grupa LOTOS S.A., regardless of the scale, severity, duration and effects of such violations and notwithstanding its rights to withdraw from the Contract may, at its own disposal, collect, transport and recover or neutralise waste or order such services within its rights, including storage related to such process, on behalf and at the risk and expense of the **Supplier**, while the **Supplier** shall immediately reimburse Grupa LOTOS S.A. the costs of such operations, while Grupa LOTOS S.A. shall deduct such costs from payments due to the **Supplier**.

8. Environment protection (applies to contracts other than listed in p. 7)

The Supplier hereby declares that it observes effective legal regulations related to widely understood environmental protection, in particular, in regards to obtaining the required permits, applications and provision of information and that it respects the limits on the use of environment, use of economic potential of cyclical economy, in particular related to due waste management. In addition, the **Supplier** hereby declares that it acts according to the rule of sustained development and undertakes activities limiting the negative impact of its business operation on the environment;

8. Observance of human rights

The Supplier hereby declares that it observes effective legal regulations related to its business activity and employment, in particular the Labour Law Code and enforcement acts issued on its basis.

9. Impact on society – integration activities

The Supplier hereby declares that it includes social issues in its business activity and aims at maximum integration of social, environmental, ethical values and values related to human rights with its own operation and operation of other stakeholders and of the society as a whole.

10. Supplier audit

Taking into account correct execution of the Contract, in particular - quality of executed works, occupational safety and environment protection, Grupa **LOTOS S.A.** reserves the right to audit the *Supplier* within the scope of the subject of the Contract. Such activities are intended to verify that requirements specified in contractual documents and other documents provided as necessary to be observed are met, together with relevant legal regulations and standards effective during Contract execution.

XX.Final stipulations

1. This Order is governed by Polish law. A common court appropriate for the location of the registered main office of GL S.A. shall be the court competent to settle any and all disputes related to the Order.
2. This document comprises an annex to and an integral part of the Order. In the case of any discrepancies or contradictions between the contents of GOC and the contents of a specific Order, the contents of the Order shall prevail.
3. If stipulations of any paragraph, article, part of the Order or of GOC becomes invalid, ineffective or otherwise unenforceable, it shall have no effect on the validity of other parts or paragraphs, as well as of any other stipulation of the Order or of GOC.
4. Correspondence between the Parties shall be exchanged in writing or as documents. Correspondence addresses include postal addresses indicated in the presentation of the parties or e-mail addresses indicated in the contents of every Order.
5. These GOC become effective on 28/06/2019.