

03.11.2021/4OWZ\_eng/2021

## I. Definitions

„**Supplier**” – means an entity executing the Order for “LOTOS Asphalt” Sp. z o. o.;

„**LA**” or „**Buyer**” – means “LOTOS Asphalt” Sp. z o. o., 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 0000204527, with the company capital of 31.515.000, 00 PLN (fully paid), Tax ID 5832850390, register number BDO 000019057;

„**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 on the basis of a sales contract or a delivery contract.

## II. Effective scope

1. These **GOC** apply to **Orders**, in which **LA** is the **Buyer**.
2. The **GOC** apply to all **Suppliers** of goods.
3. The **GOC** constitute an integral part of, among others, all RFQs and **Orders** placed by **LA**. Unless the **GOC** provide otherwise, any terms of the **Order** that are different from those provided for in the **GOC** require a prior written consent of **LA** under pain of nullity. Different terms and conditions shall be binding only with respect to the given **Order** and in no case may be considered by the **Supplier** as made with respect to any other **Orders** placed by **LA** or performed for **LA** by such a **Supplier**. To remove any doubts, any general terms and conditions of contracts, the **Supplier**'s sales or other documents of a similar, general nature that are attached to the **Supplier**'s offer shall be ineffective without the need for them being disputed or for any other additional representations to be made by **LA** in this regard. In the case of any discrepancy between the content of the offer and part II of the **GOC**, the provisions of part II of the **GOC** shall prevail. The above is without prejudice to the **Supplier**'s right to directly request that specific provisions of these **GOC** are amended.
4. The conclusion of a contract under an **Order** shall take place at the moment **LA** places the **Order** based on the **Supplier**'s offer and with no reservations, amendments or additions made to its material provisions if they have not been agreed with **LA** by the **Supplier**'s representative at the stage of proceedings preceding the placement of the **Order**. If an **Order** deviating in material issues from the **Supplier**'s offer is placed and if such deviation has not been accepted by the **Supplier**'s representative referred to in the preceding sentence prior to placement of the **Order**, such an **Order** shall be deemed a counter-offer. In such a case, the **Supplier** shall be obliged to confirm or reject the **Order** immediately, but no later than within 3 days from the receipt of the given **Order**, or otherwise it shall be deemed that the **Supplier** has accepted the terms of the **Order**. Notwithstanding the above, if the **Supplier** proceeds with the performance of the **Order** received, this shall mean its acceptance of its terms and conditions and is equal to concluding a contract regarding the **Order**.
5. Without prejudice to paragraph 3 above, the **Supplier** is obliged to accept the terms of the **Order** received within 3 days from receipt of the **Order**. If the **Supplier** fails to confirm the **Order** in writing or electronically within the period indicated in the preceding sentence and irrespective of whether the **Supplier** has already started to perform the **Order**, **LA** shall be entitled to cancel the **Order** or withdraw from the contract concluded in connection with the **Order** at any time, without **LA** bearing any negative consequences in this regard. **LA** may exercise such rights no later than within 30 days from the day on which the **Order** was to be

performed in accordance with its content, but in any case no later than the day on which the **Supplier** confirms the **Order**. In the event of cancellation of the **Order** or withdrawal from the contract concluded under the **Order** by **LA** under the procedure specified in the preceding sentences, the **Supplier** shall be liable for any damages under general legal terms, including fault in contracting.

6. An **Order** shall be null and valid unless placed in writing or in a documentary form of a scanned **Order** signed by **LA** and sent to the **Supplier** by e-mail. Confirmation or rejection of the **Order** shall be made in writing or, in case the **Order** is made in a documentary form, in a documentary form which shall mean the form of a scanned statement signed by the **Supplier** and sent to **LA** by e-mail. All other agreements and documents, including in particular statements made, related to the performance of the **Order**, must be made in writing or in the electronic form with a secure electronic signature verifiable by a valid qualified certificate, and must include the number of the **Order** assigned to it by **LA**. The number of the **Order** must be quoted, in particular in delivery notification, invoice, goods dispatched note, receipt protocol etc.

### III. Execution of deliveries

1. Unless the **Parties** agreed in **Order** form upon otherwise, the **Order** shall be executed in the DDP – **LA** formula (indicated warehouse, storage yard or other location), according to INCOTERMS 2020. The **Supplier** shall be obliged to insure the goods at its own expense, against all risk during transport, according to Institute Cargo Clauses (A) 1/1/09. **LA** 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 **LA**.
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, excluding non-working days within the meaning of the Non-working Days Act of 18 January 1951), between 7 am and 2 pm.
3. The **Supplier** shall be obliged to pack and protect the goods against defect, loss, damage 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 **LA** 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 **LA** shall remain ineffective towards **LA**, 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 **LA** 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 and defect or damage of the goods.
7. **LA** 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 defect, damage or loss of the goods.
8. The **Supplier** shall exempt **LA** 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:
  - a. 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 and trade in heating fuels – 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.
  - b. The **Supplier** shall be obliged to send the reference number to **LA** to the following e-mail address: [sent.odbierajacy@lotosasfalt.pl](mailto:sent.odbierajacy@lotosasfalt.pl)
  - c. In the case of intra-Community purchase of goods or import, the **Supplier** shall be obliged to send to **LA** 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.
  - d. The **Supplier** shall be obliged to immediately confirm to **LA** 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.
  - e. The **Supplier** guarantees that the transport provider fulfills the obligations specified in the Act.
  - f. 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. 9 l. a).
  - g. 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 case of partial deliveries - the delivery dates indicated in the deliveries schedule included in the **Order** or constituting an annex to the **Order**, are final and indicate the date on which the goods will be delivered to the specified location according to the delivery conditions referred to in the **Order**.
2. The **Supplier** is obliged to immediately inform **LA** about the occurrence or a risk of occurrence of circumstances due to which the agreed term of the **Order's** delivery may not be complied with, together with an indication of the expected period of delay and its causes. If the information submitted shows that it will be impossible to make the delivery at the deadline established, **LA** may withdraw from the **Order**, in its entirety or part. **LA** shall be entitled to exercise the right of withdrawal referred to in the preceding sentence within a period of 8 weeks, calculated from the agreed delivery date or the delivery date resulting from the **Order**. In such a case, the **Supplier** shall pay **LA** a contractual penalty amounting to 20% (twenty

percent) of the net remuneration due to it under the **Order** from which **LA** has withdrawn, and in case of withdrawal from a part of the **Order** - 20% (twenty percent) of the net remuneration for such part of the **Order** (in case of deliveries carried out in parts according to the terms of the **Order** or based on a separate approval of **LA**).

3. **LA** shall be entitled to charge the **Supplier** with a contractual penalty for a delay in performance of the **Order** in the amount of 0.2% (two tenths of percent) of the net remuneration due under the **Order** (or part thereof in case of partial deliveries), for each commenced day of delay, up to a total of 25% (twenty-five percent) of the net remuneration due under the **Order** (or part thereof in case of partial deliveries, as indicated in the terms of the **Order** or based on a separate approval of **LA**). Failure by **LA** to exercise the right to withdraw from the **Order** based on paragraph 2 does not exclude the possibility of charging penalties on the basis of that paragraph.
4. **LA**'s receivables due for the contractual penalties may be deducted from any receivables of the **Supplier**, to which it is entitled from **LA** under the **Order**, to which the **Supplier** hereby agrees.
5. The reservation of contractual penalties indicated in p. 2 and 3 does not exclude the right of **LA** 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 **LA** and from the factual damage or lack thereof.

## V. Prices and payments

1. The prices specified in the **Order** are fixed net prices. The prices in the **Order** include all taxes, fees and duties, and exclude VAT. VAT shall be added to the above prices at the rate based on applicable regulations.
2. In case of sales of goods or services listed in Annex No. 15 to the VAT Act of 11 March 2004, the **Supplier** undertakes to include the following on the invoice: the current Polish classification of goods and services (PKWiU) and CN symbols in case of goods and the Polish classification of goods and services in case of services or the item number under Annex No. 15. Failure to provide the aforementioned data shall grant **LA** the right to withhold payment. The day from which the payment period shall be calculated depends on the transfer of the aforementioned data to the **Buyer**. In such a case, failure to make the payment shall not be considered as a delay or as a late payment. The foregoing is without prejudice to the other provisions of the **Order** regarding payment terms.
3. If the amount of the remuneration for the transfer of copyrights exceeds PLN 10,000, the **Supplier** shall be obliged to specify the value of the transferred rights in the invoice.
4. Remuneration shall be paid upon receipt by **LA** of accurate, correct and reliable invoices issued in due time in accordance with the provisions of the VAT Act of 11 March 2004 - hereinafter referred to as the "VAT Act" and its implementing regulations, confirmed with copies held at the invoice issuer. The **Supplier** undertakes to compensate **LA** for all negative financial consequences, including those due to the loss of the right to deduct VAT, resulting from the breach of the above mentioned terms or resulting from the occurrence of circumstances referred to in Article 88 section 3a or Article 96 sections 9 and 9a of the VAT Act of 11 March 2004, for the liability incurred by **LA** under Article 117ba of the Act of 29 August 1997 - Tax Ordinance and due to the lack of possibility to post the expense as a tax deductible expense or due to the necessity to reduce the tax deductible expenses or increase the revenue pursuant to the rules specified in Article 15d of the Corporate Income Tax Act of 15 February 1992.
5. The **Supplier** declares that it is a registered and active VAT payer and that it is not a small taxpayer using cash accounting within the meaning of the Act of the 11 March 2004 on VAT. The **Supplier** undertakes to immediately inform **LA** of any of changes within this scope or otherwise it shall bear all negative financial consequences in this regard.



6. Unless the **Parties** agree otherwise, the **Supplier's** remuneration shall be payable to the **Supplier's** bank account by a transfer by **LA**, using the split payment mechanism, within 30 days from the date of delivery of an invoice correctly issued in accordance with the terms of these **GOC**. Invoices without the **Order** number shall be deemed as incorrect and will not constitute a basis for payment.
7. The payment shall be deemed to have been made on the day **LA's** bank account is debited.
8. The **Parties** agree that invoices may be sent by electronic means after a separate e-invoicing contract has been signed.
9. Provisions of clauses V (1) to V (6) and VI shall not apply to a **Supplier** whose registered main office and place of permanent business activity is outside the territory of the Republic of Poland. The prices specified in the **Order** placed with such a **Supplier** are net fixed prices and include all taxes, fees and duties, but exclude VAT. The invoices will not include VAT. Such a transaction, as an intra-Community acquisition of goods, is subject to the reverse charge procedure.
10. **Supplier** will issue and deliver to **LA** all documents required for the purpose of proper documentation and settlement of the delivery of Goods being the intra community transaction. In the case of infringements of the conditions stated above, any negative consequences arising for **LA**, will be borne by the **Supplier**.
11. The **Supplier** undertakes to compensate **LA** for all negative financial consequences, resulting from resulting from the **Supplier's** failure to comply with the requirements of European Union law, in particular in the field of VAT and excise duty.

#### VI. Split payment method and list of VAT payers („White list”)

1. Because of the split payment mechanism, the VAT indicated in the invoice shall be paid only in Polish zlotys, to the bank account operated according to Polish banking law. **Supplier** shall be obliged to specify the aforementioned bank account number in every invoice.
2. **Supplier** hereby declares that the aforementioned bank account number is entered into the list indicated in art. 96b of the Act of 11th March 2004 on value added tax (hereinafter VAT Act) and is currently valid.
3. If the indicated bank account number used to make the payment changes, **Supplier** shall immediately inform about such a change in writing (under the pain of nullity), signed according to representation rules effective within **Supplier**.
4. If the bank account to which the payment should be made is not included in the list indicated in art. 96b of the VAT Act, **LA** shall have the right to withhold payments until the date on which the bank account of the **Supplier** indicated for payments is included in the list, and the withdrawal period of payment shall not be considered a delay or a default regarding the payment.
5. Provisions of clauses VI (1) to VI (4) shall not apply to a **Supplier** whose registered main office and place of permanent business activity is outside the territory of the Republic of Poland.

#### VII. Quality warranty and guarantee

1. Unless otherwise agreed by the **Parties**, 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 **LA**. After this deadline, **LA** may undertake repairs at the expense and risk of the **Supplier**, without the need for a separate approval or authorisation of a common court. **LA** 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 **LA**, including ensuring continuous operation of a site of **LA**.

2. The **Supplier** shall be obliged to replace faulty goods, if the fault or the malfunction according to a technical opinion of **LA** 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. **LA** may require the **Supplier** to secure duly execution of obligations resulting from the **Order** (particularly the punctual delivery), as well as warranty or guarantee obligations in particular provided as a bank warranty or an insurance warranty, with the content previously approved by **LA**.
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 **L. 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 in accordance with the terms of the **Order** or on the basis of a separate consent of **L. A.**) for every started day of delay, counted from the deadline indicated by **L. 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 in accordance with the terms of the **Order** or on the basis of a separate consent of **L. A.**). If **L. 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 **L. A.** and from the factual damage or lack thereof.

#### VIII. Sub-supplier

1. If the **Supplier** intends to sub-contract the execution of the entire **Order** or a part thereof with third parties, such sub-contraction requires a prior written approval of **L. A.** under the pain of invalidity. The same requirements applies accordingly if a sub-supplier is changed during **Order** execution or if a further sub-supplier 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. **L. A.** may withdraw from the **Order** or from a part thereof because of reasons the **Supplier** is responsible for in the case of a 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, **L. 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.
3. If **L. A.** withdraws from the **Order** because of reasons the **Supplier** is responsible for, **L. A.** shall have the right to impose a contractual penalty in the amount of 20% (twenty percent) of the value of net remuneration specified in the **Order** or related to its non-executed part (in the case of partial deliveries in accordance with the terms of the **Order** or on the basis of a

separate consent of **L. A.**). **L. 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**.
5. All contractual penalties specified in these **GOC** are independent of each other, are not mutually exclusive and may be asserted jointly or separately, in particular contractual penalties for improper performance of the **Order** may be asserted together with contractual penalties for withdrawal from the **Order**.

## X. Order transfer

1. The **Supplier** shall not transfer rights and obligations or encumber the rights specified in the **Order**, in their entirety or in part, without a prior written approval of the **LA** 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 transfer obligations indicated in the **Order** without an approval of **LA** indicated in the previous sentence shall have no effect on **LA**.
2. **LA** shall have the right to transfer a part or all rights and obligations indicated in the **Order** onto companies which are member the same capital group as **LA** as understood according to the Act of 16<sup>th</sup> February 2007 on competition and commercial protection and institutions founding **LA** without approval of the **Supplier**.

## XI. Confidentiality

1. The **Supplier** shall be obliged to treat all **Order** conditions, as well as information related to **LA** 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 **LA**, 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 **LA** as understood according to art. 11 of the Act of 16/04/1993 on combatting unfair competition.
2. This confidentiality obligation shall remain effective during **Order** execution and for 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 **Buyer** – 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 **LA** a contractual penalty of 20% (twenty percent) of the value of net remuneration indicated in the **Order** for each and every such violation, however, not more than 100% (one-hundred percent) of the value of net remuneration indicated in the **Order**. Notwithstanding the above, **LA** 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.

## XII. Insurance policies

1. The following insurance requirements shall apply if no other insurance requirements are provided for in the text of the **Order**.
2. During the period of performance of the **Order**, the **Supplier** shall insure and ensure continuity of insurance, at its own expense, to the following extent:
  - a. **Professional liability insurance**
    - i. The professional liability insurance covering damage caused in connection with the performance of the **Order** shall be valid for the entire period of performance of the **Order**.
    - ii. The sum guaranteed should be not less than PLN 1,500,000 for each and all events.
    - iii. The insurance coverage shall include:
      - liability in tort and regarding non-performance / improper performance of obligations;
      - damages to property and personal injury;
      - damages caused by gross negligence;
      - damages consisting of sudden and accidental pollution of the environment (if the **Order** provides for such risks);
      - damages caused by subcontractors (if any);
      - damages caused by a defect in a product delivered under the **Order** (product liability);
      - damages resulting from loading and unloading works (if the **Order** provides for such works).
    - iv. Deductibles shall be set at no more than PLN 10,000. There will be no deductible for personal injury in the liability insurance.
    - v. It is allowed for the limits of liability to be below the required sum guaranteed in accordance with good market practices, except for the following coverages:
      - liability in tort and regarding non-performance / improper performance of obligations;
      - property damage and personal injury;
      - damages caused by gross negligence;
      - damage caused by subcontractors (if any);
      - damage caused by a defect in a product delivered under the **Order** (product liability).
3. The **Supplier** shall submit copies of all documents confirming that it holds the required insurance coverage to the **Buyer** no later than 3 days prior to the scheduled delivery of the goods.
4. In the event of concluding insurance for a period shorter than the required insurance period, the **Supplier** shall be obliged to provide the **Buyer** with confirmation of obtaining continuation of the insurance coverage no later than 7 days prior to expiry of the insurance contract.
5. During the required insurance period, the **Buyer** may request that the **Supplier** submits written information from the insurer regarding the actual amount of the sum guaranteed / insured amount / limit of liability. The **Buyer** may also request proof of payment of the insurance premium (including its individual instalments).
6. If the **Supplier** fails to provide confirmation of the insurance coverage required by the **Buyer** within the required periods, the **Buyer** may:
  - a. suspend the execution of the **Order** with an immediate effect, and in particular, refuse to accept goods from the **Supplier**, and if such suspension results in a delay, the delay shall be deemed to have been caused due to the **Supplier's** fault;
  - b. withhold payment until the **Supplier** complies with all insurance requirements; however, withholding payment shall not result in the **Buyer** being obliged to pay interest on late payments;
  - c. take out insurance at the **Supplier's** cost.
7. The **Supplier** or the sub-supplier shall comply with the terms of the insurance contracts concluded.
8. The **Supplier** shall be obliged to participate in the process of settling claims arising in connection with the performance of the **Order**, in particular to draw up and submit to the insurer and the **Buyer** any documents requested by the insurer, in particular estimates of repair costs.



9. The **Supplier's** failure to comply with any of the requirements set in this paragraph concerning insurance shall constitute a significant infringement of the **Order** and shall entitle the **Buyer** to terminate the **Order** without notice of termination, due to the **Supplier's** fault. The **Buyer** may exercise the right of withdrawal within a period of 60 days from the expiry of the period set for the **Supplier** to remedy the infringement.

### XIII. 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, reliably and transparently.
3. The **Supplier** confirms that it has fulfilled all obligations towards the persons whose data it transmits and towards the **Buyer** in relation with the applicable data protection regulations.

### XIV. Force Majeure

1. None of the **Parties** shall be responsible for delayed or improper fulfilment of its obligations, if the delayed or improper fulfilment of its obligations is caused by force majeure. By force majeure the **Parties** understand extraordinary events, independent of the **Parties'** control, which at the time of concluding the **Order** could not have been foreseen and whose occurrence could not have been prevented by economically justified means, i.e. in particular: flood, fire, hurricane, earthquake, state of epidemics, state of epidemic emergency, state of natural disaster, state of emergency, downtime caused by the introduction of restrictions or measures in connection with or for the purpose of counteracting phenomena recognised by the World Health Organisation or governmental authorities as a pandemic or epidemic (including those relating to COVID-19, SARS-CoV-2 virus or its mutation). Downtime caused by disputes between the **Supplier** and any natural person, group or organisation, legal entity or other organisational unit, such as strikes, pickets, etc. shall not be considered as force majeure.
2. The **Party** affected is obliged to immediately inform the other **Party** about the occurrence, expected term of, propose manner of handling and cessation of a Force Majeure event.
3. The **Parties** shall establish new conditions for the **Order** fulfilment which shall take into account, in particular, an appropriate postponement of the delivery date, immediately after the Force Majeure event ceases to exist. If Force Majeure events or its effects last for more than 60 days, the **Parties** shall be entitled to terminate the **Order** at 2 weeks' notice. A notice of termination of the **Order** shall be null and void unless made in writing or in the electronic form, bearing a secure electronic signature verifiable with a valid qualified certificate. Neither **Party** shall be entitled to claim any compensation from the other **Party** for damages caused by Force Majeure.

### XV. References and advertising

1. The **Supplier** shall have no right to use materials and information related to cooperation with **LA**, in particular for reference and advertising purposes, without a prior approval of **LA** 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 **LA**, unless **LA** authorised the **Supplier** to do so.

### XVI. Supplier inspections

1. **LA** 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 **Supplier's** premises, in particular at its headquarters or production premises.. The **Supplier** shall be obliged to take into account all remarks and objections of **LA** made as a result of inspections, unless they would result in a significant change of the subject of the **Order**.
2. **LA** holds an Integrated Management System certificate, covering the requirements of ISO 9001, ISO 14001 and PN-N-18001 standards. Because of the above, **LA** 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**.

#### **XVII. Obligations dictated by REACH Regulation (Reg. 1907/2006/WE) (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 according to REACH Regulation.
3. In each case (including also when the delivered substance on its own, in a preparation or in an article is not subject to registration, authorisations nor restrictions of use procedures under the REACH Regulation), the **Supplier** shall be obliged to fill in and submit to **LA**, to the e-mail address indicated in the **Order**, no later than 14 days before the date of the first delivery and within 12 months from the date of the last delivery of the product, a statement compliant with the template provided on the following website: <https://www.lotos.pl/repository/54128/pl/>
4. The **Supplier** is obliged to provide the current and properly drawn up safety data sheet of (name of the product) in electronic version and in Polish language to the e-mail address of **LA's** representative indicated in the **Order** no later than 14 days prior to the date of the first delivery, unless the safety data sheet applicable on the day of conclusion of the **Order** has been previously delivered by the **Supplier** before the date of conclusion of the **Order**. In case of updating the safety data sheet within 12 months from the date of the last delivery of the product as part of the **Order**, the **Supplier** shall be obliged to provide, without undue delay, the updated safety data sheet in the form and in the manner specified in the preceding sentence.
5. If pursuant to Article 31 of the REACH Regulation a safety data sheet is not required, the **Supplier** shall be obliged to provide information drawn up in accordance with Article 32 of the above-mentioned Regulation. Section XVII point 4 above shall apply accordingly.

#### **XVIII. Requirements under the CLP Regulation, as amended (Regulation No 1272/2008/EC) and the Delegated Regulation (Regulation No 2020/1677/EC):**

1. In case of a hazardous substance/mixture, the **Supplier** shall deliver it in an appropriate packaging bearing an appropriate label (if applicable) according to the CLP Regulation (Regulation No. 1272/2008/EC), while the label should be consistent with the safety data sheet provided.
2. The **Supplier** states that it has submitted a notification to the PCN concerning the hazardous mixture/mixtures supplied and has provided the generated UFI identifier associated with the notification to the ECHA Poison Centre and that:
  - a. the PCN notification indicates Poland as the country of use,
  - b. the **Supplier** undertakes to provide the UFI identifier by making an appropriate notation on the label (if applicable) in case of each delivery or on the safety data sheet (when the label is not applicable).
3. If the **Supplier** benefits from the transition period for submitting the notification concerning mixtures to the ECHA Poison Centre, the **Supplier** shall inform **LA** about the fact in writing. After the transition period, the **Supplier** shall immediately inform **LA** about the fact that it has notified PCN and shall provide the UFI identifier.

#### **XIX. Requirements for biocidal products under Regulation 528/2012/EC and Journal of Laws of 2015, item 1925 (if applicable)**

1. The **Supplier** declares that it holds a permit to trade the product on the territory of the Republic of Poland issued by the Office for Registration of Medicinal Products, Medical Devices and Biocidal Products with a specific number and that the product is entered in the Register of Biocidal Products.
2. The packaging of the biocidal product shall be compliant with the guidelines of the CLP Regulation (Regulation No 1272/2008/EC).
3. The label should be consistent with the provided safety data sheet and extended to and compliant with legal provisions on biocidal products.

#### **XX. Other requirements concerning goods**

1. The **Supplier**, when placing packaged products on the market, is obliged to limit the quantity and negative environmental impact of the substances used to produce their packaging and produced packaging waste in such a way that:
  - a. the packaging does not contain harmful substances in amounts posing a threat to the product, the environment nor to human health,
  - b. the maximum sum of the contents of lead, cadmium, mercury and hexavalent chromium in the packaging does not exceed 100 mg/kg.
2. The **Supplier**, when introducing the packaging on the market, is also obliged to limit the amount and negative influence on the environment of the substances used to produce the packaging and to generate waste packaging so that that the volume and weight of the packaging is limited as much as it is required for it to serve its function and to ensure product safety, taking into account the expectation of the user, which in relation to the **Order** fulfilment, is **LA**.
3. The adoption of the provisions in question together with taking into account the above requirement shall be deemed as unambiguous compliance with the requirements.
4. In case of a failure to perform the above-mentioned requirements and/or of violation of the provisions of the REACH and/or the CLP Regulation and/or regulations concerning biocidal products, the **Supplier** undertakes to repair the damage incurred by the **Buyer** as a result of such a violation, and **the Buyer** shall be entitled to:
  - a. return the goods at the **Supplier's** expense,
  - b. request refund of the price paid together with statutory interests for delay in commercial transactions calculated from the date of payment of the price by the **Buyer** to the date of its refunding by the **Supplier**,
  - c. charge **the Supplier** with and obliged the **Supplier** to reimburse all expenses, costs, fines, penalties or other monetary benefits incurred by the **Buyer** and imposed by competent authorities as a result of the violation of the above-mentioned regulations by the **Supplier**,
  - d. request that the **Supplier** compensates for any other damages incurred by the **Buyer**,
  - e. withdraw from the **Order** for reasons attributable to the **Supplier** in accordance with section IX herein.

Each of the **Buyer** 's rights mentioned above may be exercised, at the **Buyer's** discretion, separately or jointly and independently from other rights of the **Buyer**.

#### **XXI. 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 **Buyer**, and until the day on which an **Order** withdrawal notice is submitted if the **Buyer** 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 **Buyer** 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 above shall take place on acceptance date of every Work, 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 **Buyer**, 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. The **Supplier** undertakes that the author will not perform his personal copyrights in relation to the Work.
  11. 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**.
  12. The **Buyer** may distribute and publish materials or make declarations regarding the work without indicating authors of the Work in such materials and declarations.

## XXII. Safety clause

1. The following terms shall have the outlined meanings for the purpose of this Clause:
  - a. “**Entities working on behalf of the Supplier**” shall be understood as i.e.:
    - natural persons working on behalf of or commissioned by the **Supplier**, as well as staff, partners of the **Supplier**, natural persons working on behalf of or commissioned by the **Supplier** on a basis other than employment, as well as self- employed persons;
    - legal persons or organizational units without legal personality, performing the Work on behalf of or commissioned by the **Supplier**, in particular as sub-contractors, further suppliers, consortium members, including foreign entities executing the **Order/Contract** on behalf of or commissioned by the **Supplier**, etc.
  - b. “**Works**” should also be understood as works, services, deliveries.
  - c. “**Website**” shall be understood as LOTOS Capital Group’s requirements for Partners available at: <https://kontrahenci.lotos.pl>.
2. This Clause shall also apply to Entities performing Works on behalf of the **Supplier**.
3. The **Supplier** and Entities performing Works on behalf of the **Supplier** shall be obliged to observe and apply the effective legal requirements, internal regulations of **LA** and professional/technical standards related to occupational health and safety, fire prevention, applicable to works performed within the **Order**.
4. The **Supplier** shall be obliged to ensure that the **Order** entered into with Entities performing Works on behalf of the **Supplier** contain stipulations resulting from this Safety Clause, in particular in the case of Works executed within sites of **LA**. **LA** may request the **Supplier** to provide a copy of a contract entered into with Entities performing Works on behalf of the **Supplier** in order to verify the aforementioned obligation, in particular with Entities acting as entrepreneurs.
5. The **Supplier** shall be obliged to observe and apply standards and codes of conduct currently effective at the sites of **LA**, in particular related to occupational health, safety, fire prevention and physical security, as provided by **LA** on the Website. The **Supplier** shall be obliged to designate a person with access to the Website using login and password provided once the **Order** is obtained. The designated person should be a person coordinating Works included in



- the **Order** and present during their execution at the sites of **LA**, if the **Supplier** or Entities working on behalf of the **Supplier** enter the site of **LA** during execution of the **Order**.
6. In the case of any difficulties with logging in to the Website /with document access, **LA** should be notified immediately at the following e-mail address: [kontrahenci@grupalotos.pl](mailto:kontrahenci@grupalotos.pl).
  7. Changes to documents made available through the Website shall become effective on the day indicated in the above mentioned Website and do not require an amendment in the form of a written annex to the **Order**.
  8. The **Supplier** shall be obliged, before the start of Works at the sites of **LA**, to familiarise all Entities performing Works on behalf of the **Supplier** with the effective occupational health and safety, fire prevention and physical security rules effective at the sites of **LA** and to ensure distribution of requirements made available on the Website among all Entities performing Works on behalf of the **Supplier**.
  9. The **Supplier** shall ensure that Entities working on behalf of the **Supplier** at the sites of **LA** know and observe rules and behaviour standards effective at the sites of **LA**.
  10. Because of the priority approach to safety within **LA**, any violations of the code of conduct effective at the sites of **LA** by the **Supplier** or an Entity performing Works on behalf of the **Supplier**, in particular related to work safety, fire protection and physical security may provide **LA** with the basis for immediate termination or withdrawal (within the term specified in the **Order**) from the **Order** because of reasons the **Supplier** is liable for and to claim contractual penalties and compensation according to general rules, up to the full amount of the actual damage.
  11. The **Supplier** shall delegate Entities performing Works on behalf of the **Supplier** to undertake a training in general safety rules effective at the sites of **LA**, provided by **LA**. 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 **LA**.
  12. The **Supplier** shall delegate Entities performing Works on behalf of the **Supplier** to undertake other trainings effective at the sites of **LA**, related to the widely understood occupational health and safety and fire prevention, provided by **LA**. The information about the need to participate in such trainings and rules of such trainings shall be indicated on the Website.
  13. The **Supplier** shall be obliged to immediately inform **LA** about any incidents taking place at its sites, involving Entities performing Works on behalf of the **Supplier**, i.e.: accident at work, fire, malfunction or other local hazards, according to stipulations included in the currently effective Manual of the code of conduct at the sites of **LA** available on the website.
  14. If the **Supplier** or Entities performing Works on behalf of the **Supplier** violates occupational health and safety, fire prevention and physical security effective at the sites of **LA** or generally effective legal regulations related to occupational health and safety, fire prevention and physical security **LA** shall have the right to impose a contractual penalty onto the **Supplier**, in the amount of one thousand zlotys (1,000.00 PLN) for each and every violations. Meeting of the aforementioned requirements may be verified by the authorised representatives of **LA**, persons supervising the works on behalf of **LA** and staff of LOTOS Ochrona Sp. z o.o. Each and every time when it is found that the **Supplier** or Entities performing Works on behalf of the **Supplier** violate the occupational health and safety, fire prevention and physical security rules in effect at the sites of **LA** - representatives of **LA**, persons supervising works on behalf of **LA** and staff of LOTOS Ochrona Sp. z o.o. shall apply sanctions provided for in the so-called "Table of penalties for staff of third parties" available on the Website. The **Supplier** hereby declares that it has read the Table of penalties for staff of third parties and agrees to sanctions indicated therein. If the Entities performing Works on behalf of the **Supplier** revoke the right to enter the sites of **LA**, all consequences thereof shall be borne by the **Supplier**. In addition, in cases of aforementioned events, **LA** may unilaterally decide to fully or partially suspend operation of machinery or other technical devices and Works in their entirety or in parts, by individual persons present at the sites of **LA**. Suspension of Works does not change the deadline for Works execution specified in the **Order**. **LA** shall have the right to have the **Supplier** bear the costs of a standstill caused by Works withheld as described above.
  15. Regardless of the application of sanctions resulting from the "Table of penalties for staff of third parties", **LA** shall have the right to impose contractual penalties indicated in p. 14 and p.

- 17 of this Clause. The **Supplier**, the staff of which or Entity performing Works on behalf of the **Supplier** committed the violation, shall be informed about the aforementioned actions.
16. Entities performing Works on behalf of the **Supplier** shall not bring onto the sites of **LA** and shall not arrive ready to execute Works or execute Works under the influence of alcohol or drugs/narcotics, and shall not possess drugs/narcotics.
  17. The **Supplier** shall pay **LA** a contractual penalty in the amount of one thousand zlotys (1,000.00 PLN) for every disclosure of the influence of alcohol (upwards of 0.2‰ of alcohol in blood or 0.1 mg of alcohol in 1 dm<sup>3</sup> of exhaled air) or condition under the influence of drugs/narcotics in the first two persons performing Works on behalf of the **Supplier** or who signalled readiness to perform or performing Works (including the disclosure of a state under the influence of alcohol/under the influence of drugs or narcotics during an attempted entry onto the sites of **LA** or a training in general safety rules effective at the sites of **LA**) during the given calendar year, wherein a refusal to undergo the relevant examination shall be considered as a disclosure of the state under the influence of alcohol or drugs/narcotics. In the case of every subsequent person violating the sobriety obligation during the given calendar year, the **Supplier** shall pay ten thousand zlotys (10,000.00 PLN). The limit of two persons during a calendar year, during which the aforementioned, lower penalty is calculated shall apply to the **Supplier** for all contracts (including orders) entered into with **LA**, and the number of people, for who the state under the influence of alcohol or under the influence of drugs/narcotics performing Works was disclosed in relation to the **Order** and to other contracts (including orders) shall be additive. The **Parties** hereby agree that **LA** 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 **LA** for a period of time specified in the current Table of penalties for staff of third parties.
  18. In the case of a justified suspicion of violation of internal rules and codes of conduct related to occupational health and safety, fire prevention or physical security by the **Supplier** or by Entities performing Works on behalf of the **Supplier**, in particular related to unauthorised removal of items from the protected area of **LA**, introduction of alcohol and of drugs/narcotics, weapons and other prohibited items, presence within the protected area of **LA** under the influence of alcohol or of drugs/narcotics, and in locations where the following is prohibited: smoking, use of mobile phones and other electronic transmitters, the authorised representatives of **LA**, persons supervising works on behalf of **LA** and staff of LOTOS Ochrona Sp. z o.o. may perform a check according to rules specified in internal normative acts regulating personal movement, material traffic, waste management, occupational health and safety and physical security. Each person refusing to cooperate during such a check shall receive a permanent entry prohibition onto sites of **LA**, and in relevant cases, officers of authorised bodies created to maintain public order shall be called for assistance. On request of **LA**, The **Supplier** shall remove such person from the execution of Works and replace with another staff member, if the Contracting Authority concludes that the indicated person violated any of the effective occupational health and safety regulations, rules of physical security and/or related to alcohol, illicit drugs or narcotics. **LA** 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.
  19. On request of **LA**, **Supplier** shall present its OHS plan including a list of persons 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 **LA**, the **Supplier** or the Entity working on behalf of the **Supplier** may not apply 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, fire prevention, environmental protection or excessive noise levels and related to the **Order**. **LA** may request the **Supplier** to provide a copy of the OHS plans of Entities performing Works on behalf of the **Supplier**, for verification.

20. The **Supplier** hereby declares that everyone performing Works on behalf of the **Supplier** have the legally required, current and valid medical certificates, trainings, qualifications, professional qualifications and have been familiarised in a documented manner with professional risk related to work performed at the sites of **LA**.
21. The **Supplier** shall be obliged to provide **LA**, on each and every request, current and valid certificates, documents confirming qualifications of the **Supplier** and Entities performing Works on behalf of the **Supplier**, professional risk evaluations, attestations, certificates, registers required by law and related to all persons working on its behalf.
22. The **Supplier** and Entities performing Works on behalf of the **Supplier** hereby declare that they shall not employ temporary staff as understood according to the Act of 9th July 2003 on employment of temporary staff to perform particularly hazardous works, as understood according to regulations issued on the basis of art. 237(15) of Labour Law Code.
23. If the **Order** provides for execution of Works at the site of **LA** on the basis of a written work permit issued by **LA**, the **Supplier** and Entities performing Works on behalf of the **Supplier** shall be obliged to designate a person/persons authorised to manage and supervise staff before the Works begin, entitled to collect the written work permit on the basis of an undertaken training titled "Training authorising to receive written permits at the sites of Grupa LOTOS.A.". This training is available at the training platform, at: <https://e-learning.lotos.pl/>. Persons without a possessed valid certificate confirming the aforementioned training shall not receive work permits issued on the basis of procedure ASF.49.01.00.00.

### XXIII. Final stipulations

1. The **Supplier** declares that it has read the document "CSR Standards for Contractors of Grupa LOTOS S.A." (published on the following website [https://www.lotos.pl/1327/dla\\_biznesu/dla\\_dostawcow/dokumenty\\_do\\_pobrania](https://www.lotos.pl/1327/dla_biznesu/dla_dostawcow/dokumenty_do_pobrania)) and undertakes to apply and observe them when cooperating with **LA**. The **Supplier** shall also be obliged to make its sub-suppliers acquainted with the aforementioned document.
2. Taking into account the quality of the contract fulfilment, safety of work, environmental protection and corporate responsibility policies, **LA** reserves the right to carry out audits on the **Supplier's** premises within the scope constituting the **Order's** object. Such activities are aimed at assessing compliance with requirements referred to in contractual documents and other documents delivered to be applied, as well as appropriate legal regulations and standards applicable to the **Order's** execution.
3. The **Order** and the legal relationship resulting from the contract concluded on the basis of the **Order** and the **GOC** shall be governed by Polish law, excluding the conflict-of-laws rules concerning the choice of applicable law.
4. Any disputes related to the **Order** shall be resolved by a court having jurisdiction over the **LA** seat.
5. This document is an annex to the **Order** and constitutes an integral part thereof. In case of any discrepancies or contradictions between the **GOC** and the content of a specific **Order**, the content of the **Order** shall prevail.
6. If the provisions of any part, section, point, letter or paragraph of the **Order** or **GOC** are found to be invalid, non-binding or otherwise unenforceable, that shall not affect the validity of the other parts, sub-sections of that section as well as any other provision of the **Order** or the **GOC**.
7. Any correspondence between the **Parties** shall be exchanged in written or documentary form. Correspondence addresses are the postal addresses specified in the text of the **Order** or the e-mail addresses specified each time in the text of the **Order**.
8. **LA** declares that it has a status of a large enterprise within the meaning of the Act of 8.03.2013 on counteracting excessive delays in commercial transactions.
9. The **GOC** come into force on 03.11.2021.