

Rafineria Gdańska

General Order Conditions of Rafineria Gdańska Sp. z o. o. effective from 1.03.2023

01.03.2023/4OWZ_eng

I. Definitions

„**Supplier**” – means an entity executing the Order for Rafineria Gdańska Sp. z o. o.;

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

„**RG**” or „**Buyer**” – means Rafineria Gdańska 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 154.500.000,00 PLN (fully paid), Tax ID 5832850390, register number BDO 000019057;

„**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 **RG** is the **Buyer**.
2. The **GOC** apply to all **Suppliers** of goods.
3. These **GOC** are an integral part of requests for quotations and of Orders made by **RG**, referring to the **GOC**. Unless these **GOC** stipulate otherwise, conditions of the **Order** different from the conditions specified in the **GOC**, require the approval of **RG** expressed in the **Order**. Such different conditions shall be binding only for the specific **Order** and may not be treated by the **Supplier** as applicable to other **Orders** made by **RG** or executed for **RG** by this **Supplier**. To avoid any doubts, any and all general conditions of agreements, sales of the **Supplier** or other documents of similar, general nature, attached to the offer of the **Supplier**, shall not be effective without the need to question them or without the need of **RG** to make any additional declarations related thereto. In the case of any discrepancies between the contents of the offer and this Part II of the **GOC**, stipulations of this Part II of the **GOC** shall take precedence. This does not violate the right of the **Supplier** to directly request amendments to the individual stipulations of these **GOC**.
4. The conclusion of **Order** shall take place at the moment **RG** 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 **RG** 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 day of 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 the **Order**.
5. Notwithstanding p. 4 above, the **Supplier** shall be obliged to accept the conditions of the received **Order** within 3 days after the receipt of the **Order**. If the **Order** is not confirmed by the **Supplier** in writing or in a documented manner within the deadline indicated in the preceding sentence and regardless of the fact whether the **Supplier** started to execute the **Order**, **RG** may withdraw from the **Order**, without any negative consequences on the side of **RG**. **RG** may execute this right not later than 30 days from the day, on which the **Order** was

supposed to be executed according to its contents, however, not later than until the day on which the **Supplier** confirms the **Order**. If **RG** withdraws from the **Order** according to the mode specified in the preceding sentences, the **Supplier** shall bear compensation liability according to general regulations, including the default 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 **RG** 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 **RG** 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 **RG**. 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** upon otherwise, the **Order** shall be executed in the DDP – **RG** 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. **RG** 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 **RG**.
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. A delivery shall be considered as executed upon acceptance of goods and documents specified in the **Order** by **RG** without objections (e.g. technical documentation, quality control certificates, material certificates, ex certificates, material safety data sheets and declaration of the **Supplier**, etc.). Any deviations from the agreed conditions, as well as the lack of the relevant documents may provide the basis for refusal to accept the goods or to return the goods at the expense of the **Supplier**, and the delivery shall be deemed as not executed, including all consequences. In particular, an invoice issued by the **Supplier** before the delivery of goods conforming to the **Order** and the set of the required documentation to **RG** shall be ineffective towards **RG**, and the payment deadline for the due amount covered by such an invoice shall begin at the earliest at the time goods conforming to the **Order** are delivered to

RG, together with the set of the required documentation. Such a withholding of payment shall not be considered as a delayed payment or undue execution of the **Order** by the **Buyer**. The **Supplier** shall have no right to claim any due statutory interest or contractual interest for a delay in this case.

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. **RG** 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 **RG** 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 in this paragraph 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 **RG** to the following e-mail address: sent.odbierajacy@rafineriagdanska.pl
 - c. In the case of intra-Community purchase of goods or import, the **Supplier** shall be obliged to send to **RG** 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 **RG** 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.
 - 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 **RG** 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, **RG** may withdraw from the **Order**, in its entirety or part. **RG** shall be entitled to exercise the right of withdrawal referred to in the preceding sentence within a period of 8

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weeks, calculated from the agreed delivery date or the delivery date resulting from the **Order**. In such a case, the **Supplier** shall pay **RG** liquidated damages amounting to 20% (twenty percent) of the net remuneration due to it under the **Order** from which **RG** 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 **RG**).

3. **RG** shall be entitled to charge the **Supplier** with liquidated damages 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 **RG**). Failure by **RG** to exercise the right to withdraw from the **Order** based on paragraph 2 does not exclude the possibility of charging liquidated damages to the supplier on the basis of that paragraph.
4. **RG**'s receivables due for the liquidated damages may be deducted from any receivables of the **Supplier**, to which it is entitled from **RG** under the **Order**, to which the **Supplier** hereby agrees.
5. The reservation of liquidated damages in p. 2 and 3 does not exclude the right of **RG** to claim additional compensation according to general regulations, as well as the ability of **RG** to claim compensation for the lack of execution of undue execution of the **Order**, in cases for which no liquidated damages have been provided for in this document or in the **Order**, according to general regulations.
6. The obligation of the Supplier to pay liquidated damages remains independent from the damage of **RG** 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, (hereinafter referred to as the "VAT Act") 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 **RG** 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 **RG** of accurate, correct and reliable invoices issued in due time in accordance with the provisions of the VAT Act and its implementing regulations, confirmed with copies held at the invoice issuer. The **Supplier** undertakes to compensate **RG** 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, for the liability incurred by **RG** 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 VAT ACT. The **Supplier** undertakes

to immediately inform **RG** 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 **RG**, 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 **RG'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 paragraphs 1-2 and 4-6 shall not apply to a **Supplier** who is not an active VAT taxpayer.
10. 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 who is not a registered active VAT taxpayer in 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. **Supplier** will issue and deliver to **RG** 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 **RG**, will be borne by the **Supplier**.
11. The **Supplier** undertakes to compensate **RG** 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.
12. If the regulations of tax law effective in Poland dictated that **RG** should hold a tax residency certificate of the **Supplier** and a declaration regarding the actual beneficiary owner of the due amounts submitted by the **Supplier**, the **Supplier** shall provide the listed documents on request of **RG** as soon as possible after such a request is made by **RG**. If payments due to the **Supplier** are taxed at the source in Poland and the relevant residency certificate and the declaration of the actual beneficiary owner are not presented by the **Supplier** within the deadline dictated by Polish tax law, **RG** reserves the right to deduct such a tax at source from the remuneration due to the **Supplier**, without the obligation to reimburse such a deduction to the **Supplier**. If the relevant residency certificate and the declaration of the actual beneficiary owner of the due amount are presented on time, the payments shall be exempted from the deductions of the tax at source, or **RG** may apply preferential taxation rates for the tax at source, as defined in the treaties on the avoidance of double taxation.

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 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, **RG** 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** who is not an active VAT taxpayer.

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 **RG**. After this deadline, **RG** may undertake repairs at the expense and risk of the **Supplier**, without the need for a separate approval or authorisation of a common court. **RG** 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 **RG**, including ensuring continuous operation of a site of **RG**.
2. The **Supplier** shall be obliged to replace faulty goods, if the fault or the malfunction according to a technical opinion of **RG** 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. **RG** 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 **RG**.
4. The remaining scope of liability of the **Supplier** related to warranty or 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 **RG** liquidated damages 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 **RG**) for every started day of delay, counted from the deadline indicated by **RG** 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 **RG**). If **RG** 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 liquidated damages are provided for in this document or in the **Order**, according to generally effective regulations.
6. The obligation of the **Supplier** to pay liquidated damages remains independent from the damage of **RG** 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 **RG** 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. implementation of sanction regulations

1. For the purpose of this paragraph, the terms shall have the meanings as assigned below:

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- 1) Sanction Regulations – legal regulations, rules, embargoes, decisions, executive acts and other acts related to the sanctions, applicable to the activity of the **Parties** or to their subsidiaries, controlling entities or entities otherwise related in person, through capital or organisation, resolved, implemented, enforced or executed by the relevant Sanction Authorities;
 - 2) Sanction Authorities – Poland, European Union, United Nations Security Council, the United Kingdom of Great Britain and Northern Ireland, the United States of America and the relevant government institutions and agencies of any of the above, as well as other entities of similar nature and bodies acting on their behalf in relation to the Sanction Regulations;
 - 3) Sanction List – a list of persons or entities covered by the limitations, published on behalf of the Sanction Authorities;
 - 4) Sanction-Covered Entity – an entity entered into the Sanction List or residing, with its main office or the main centre of economic activity within a country covered by the Sanction Regulations or established under the regulations of the country covered by the Sanction Regulations, or directly or indirectly dependent on the entities specified above.
2. Each of the **Parties** hereby declares that as of the day of Order signing, the **Party** and its subsidiaries and entities otherwise related in person, through capital or organisation and members of bodies thereof observe the Sanction Regulations and are not Sanction-Covered Entities.
 3. Each of the **Parties** shall be obliged and represents that throughout the effective period of the Agreement:
 - 1) it operates and shall operate according to the Sanction Regulations;
 - 2) shall not make funds or economic resources available, directly or indirectly, to Sanction-Covered Entities and on their behalf, and that such funds and resources shall not be used to achieve benefits by a Sanction-Covered Benefits within the scope, in which such an activity is prohibited according to Sanction Regulations;
 - 3) products/goods comprising the Subject of the **Order** are not imported, brought in or transferred in a manner prohibited by the Sanction Regulations.
 4. If a **Party** or its subsidiary, a dominating entity or an entity otherwise related in person, through capital or organisation, or a member of a body thereof, becomes a Sanction-Covered Entity or violates any of the obligations listed in p. 3 - possibly resulting in the inability to continue cooperation - the other **Party** shall withhold from actions which could violate the Sanction Regulations. In the case described in this paragraph, the other **Party** shall have the right to terminate the **Order** immediately, and the **Party** shall not be entitled to raise any claims related thereto.
 5. The **Supplier** shall cover all damages of **RG** caused by actions or negligence of the **Supplier**, its subsidiaries or dominating entities or entities otherwise related through persons, capital or organisation, and by members of bodies thereof or persons acting in its name and on its behalf, in relation to not executing or incorrectly executing the obligations indicated in this paragraph.

X. Chemical safety

1. Acceptance of these stipulations shall be understood as an explicit confirmation that the requirements are met.
2. The **Supplier** shall be obliged to duly meet the legal obligations intended i.e. safe use of the Product, and resulting in particular from the Regulation (EC) of the European Parliament and of the Council 1907/2006 of 18 December 2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (Official Journal of the EU L No 396, p. 1, as amended), Regulation of the European Parliament and of the Council (EC) 1272/2008 of 16 December 2008 on classification, labelling and packaging of

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substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC and amending Regulation (EC) No 1907/2006 (Official Journal of the EU L No 353, p. 1, as amended), Delegated Commission Regulation (EU) 2020/1677 of 31 August 2020 amending Regulation of the European Parliament and of the Council (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures in order to improve the enforceability of the information requirements related to aid in health emergencies (Official Journal of the EU L No 379, p. 3, as amended), as well as – if applicable – to meet the requirements for biocidal products, resulting from the Regulation of the European Parliament and of the Council (EU) No 528/2012 of 22 May 2012 concerning the marketing and use of biocidal products (Official Journal of the EU L No 167, p. 1, as amended) and of the Act of 9 October 2015 on biocidal products (Journal of Laws 2015 item 1926, as amended).

3. The Supplier declares that:

- 1) the substance/ingredients of the product mixture/monomers and other substances of delivers have been registered according to the REACH Regulation - if registration was required for them - and the relevant registration numbers are provided in the material safety data sheet;
- 2) the hazardous mixture it delivers has been registered with the ECHA Poison Centre (the so-called PCN Registration) and this registration includes Poland as the country of use and the UFI number related to said registration is provided on the packaging and/or in the material safety data sheet - if applicable (if the transition period is used with the PCN Registration or if a change to the UFI identifier is made, the **Supplier** shall notify **RG** as agreed in p. 4, and at the end of the transition period, the **Supplier** shall immediately provide **RG** with information confirming the PCN Registration, including the UFI Identifier),
- 3) if a biocidal product is delivered, it should hold a valid marketing permit for the biocidal product (if applicable) within Poland, issued by the Office for Registration of Medicinal Products, Medical Devices and Biocides with the relevant number and this product is entered into the List of Biocidal Products, and the supplier of the active substance is included in the list indicated in Art. 95(1) of the EU Regulation No 528/2012, indicated in p. 1.

4. The Supplier shall be obliged to provide, as follows, the current, complete and correctly prepared material safety data sheet in Polish:

- 1) in an electronic version, to the e-mail address chemia@rafineriagdanska.pl
- 2) not later than 14 days before the date of the first delivery of the Product,
- 3) immediately, in the case of any updates to the material safety data sheet and
 - a) within 12 months after the date of the last Product delivery, if the relevant material safety data sheet has been updated,
 - b) on request of **RG**

5. If the current, complete and correctly prepared material safety data sheet/information in Polish is delivered to the aforementioned address before entering this Order, the material safety data sheet shall be considered as delivered.

6. The Supplier shall be obliged to fill the *Declaration of meeting the selected requirements of the REACH and CLP Regulation by the Partner*, available at: https://rafineriagdanska.pl/3381/logistyka/warunki_umow in the *REACH*. section and shall be obliged to deliver it together with the material safety data sheet/information, according to the rules presented in p. 4.

7. If the Supplier markets the products in packagings, it shall be obliged to limit the quantity and the negative impact of substances used to produce the packagings and of the packaging waste onto the environment, such that:

- 1) the packagings do not contain harmful substances in quantities posing a hazard to the product, the environment or human health;
- 2) the maximum total quantity of lead, cadmium, mercury and hexavalent chromium in the packaging does not exceed 100 mg/kg.

8. The product label provided on the packaging, if applicable, should conform to the provided material safety data sheet and expanded and conforming to the dedicated regulations applicable to biocidal products, if applicable.
9. If the aforementioned obligations are not met and/or regulations of the REACH and/or CLP Regulation and/or applicable to biocidal products are violated, the **Supplier** shall be obliged to repair the damage suffered by **RG** as a consequence of such a violation, and **RG** shall have the right to:
 - a. refuse the delivery and to return the goods at the expense of the **Supplier**, and
 - b. request a reimbursement of the paid price, including statutory interest on delays in commercial transactions, counted from the day of **RG** payment until the day of return made by the **Supplier**, and
 - c. require the **Supplier** to repair all other damage suffered by **RG** and to withdraw from the **Order** because of reasons the **Supplier** is liable for according to Part XI.

XI. Withdrawal from the Order

1. **RG** 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, **RG** 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 **RG** withdraws from the **Order** because of reasons the **Supplier** is responsible for, **RG** shall have the right to impose liquidated damages 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 **RG**). **RG** shall have the right to claim compensation in excess of the reserved liquidated damages, 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 liquidated damages specified in these **GOC** are independent of each other, are not mutually exclusive and may be asserted jointly or separately, in particular liquidated damages for improper performance of the **Order** may be asserted together with liquidated damages for withdrawal from the **Order**.

XII. Bank / insurance guarantee

1. The stipulations included in this part apply only to **Orders**, which explicitly reserve the requirement to provide a bank/insurance guarantee (hereinafter: **Guarantee**)
2. Each **Guarantee** required by **RG** must be irrevocable, unconditional, payable on the first request of **RG**, issued by a bank/insurance company (hereinafter: **Guarantor**) with its main office within the European Economic Area or Switzerland, approved by **RG** and with credit ratings of BBB- (or higher) according to Standard & Poor's or Fitch or Baa3 (or higher) by Moody's, unless **RG**, at its own disposal, agrees to accept the **Guarantee** issued by a **Guarantor** with a rating lower than indicated above or by a **Guarantor**, which does not have its main office within the European Economic Area or in Switzerland. Notwithstanding the requirement presented above, **RG** may withdraw its approval of a **Guarantor** who has previously issued a **Guarantee** for **RG** at any time throughout the duration of the Order. In such a case, the stipulation provided in p. 10 shall apply. The **Guarantee** should be signed by persons authorised to make obligations on behalf and for the **Guarantor**.

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3. The form and contents of any **Guarantee** required by **RG** must be approved by **RG**, before the document is issued by the **Guarantor**. **RG** reserves the right to reject the **Guarantee** if it is not present to **RG** for approval in advance.
4. All costs and provisions related to the **Guarantees** required by **RG** shall be covered by the **Supplier**.
5. Each **Guarantee** required by **RG** shall be subject to Polish law. All disputes related to the security in the form of a **Guarantee** shall be settled by a common law court holding jurisdiction at the location of the seat of **RG**.
6. The **Guarantee**, including the powers of attorney of its signatories, should be delivered to **RG** only in one of the following forms:
 - 1) in writing (sent as a registered letter or by a courier, to the address indicated in the **Order**)
 - 2) electronic, with qualified electronic signatures meeting the requirements of the Act on trusted services and electronic identification of 5 September 2016 (consolidated text Journal of Laws 2021, item 1797, as amended), persons authorised to make the declarations of will on behalf of the **Guarantor**, to the electronic mail address of **RG** specified in the **Order**,
 - 3) confirmation sent by the bank indicated by **RG** as a MT760 Swift message.
7. If the Order provides for an advance payment for the Supplier, the **Supplier** shall provide **RG** with the advance reimbursement **Guarantee** on the day on which the **Order** is accepted for execution, however, not later than upon the advance payment. The provision of this **Guarantee** together with the proforma invoice shall be the condition for advance payment by **RG**. If the **Guarantee** is not provided within the aforementioned deadline, it shall be understood as the basis for **RG** to withdraw from the **Order** because of reasons the **Supplier** is liable for. **RG** may use the right to withdraw within 60 days after the deadline for the provision of the **Guarantee**. The **Guarantee** shall be equal to the amount of the advance payment agreed upon by the **Parties**. The **Guarantee** shall be effective at least from the advance payment date until the earlier of the following dates: (i) until the 30th day after the date of acceptance of the subject of the Order by **RG** according to rules defined in Part III of **GOC** or (ii) the date of full settlement of the advance payment.
8. Not later than within 14 days after accepting the **Order** for execution, the **Supplier** shall provide **RG** with the **Guarantee** of due execution of all obligations of the **Supplier** resulting from the **Order**. The provision of this **Guarantee** is a payment condition. If the **Guarantee** is not provided within the aforementioned deadline, it shall be understood as the basis for **RG** to withdraw from the **Order** because of reasons the **Supplier** is liable for. **RG** may use the right to withdraw within 60 days after the deadline for the provision of the **Guarantee**. The **Guarantee** shall cover the amount equal to 10% of the gross Value of the **Order**. It shall remain valid until 30th day after the delivery date of goods, according to the rules specified in Part III of the **GOC**.
9. The **Supplier** shall provide **RG** with a **Guarantee** securing all claims resulting from undue execution or lack of execution of the **Order**, including claims covered by the quality warranty and guarantee of the **Supplier** for faults identified after the date of goods acceptance by **RG**, according to the rules outlined in Part III of the **GOC**. The **Guarantee** shall be provided before the invoice is issued by the **Supplier**. The provision of this **Guarantee** is a payment condition. The **Guarantee** shall cover the amount equal to 10 % of the gross Value of the **Order**. It shall remain valid throughout the warranty and guarantee period indicated in Part VII of the **GOC** and for 30 after the end of such a period, wherein the longest period shall apply in the case, in which several effective periods exist.
10. If changes are made to the **Order**, resulting in the need of changes to the previously provided **Guarantee** or in the need to provide a new **Guarantee**, or if **RG** revokes its approval of a **Guarantor** who issued the **Guarantee** according to p. 2, the **supplier** shall be obliged to immediately obtain and provide **RG** with an annex to said **Guarantee** taking into account such changes or a new **Guarantee**, prepared in the form and with contents previously approved by **RG**, not later than within 30 days after the change is made to the **Order** or within 30 days after **RG** withdraws its approval of a **Guarantor** who issued the **Guarantee** according to p. 2.

11. If the required **Guarantees**, indicated in the previous paragraphs, are not provided until the invoice payment deadline, the payment deadline for the part of remuneration due to the **Supplier**, up to the amount to be covered by said **Guarantees** shall begin on the day said documents are provided by the **Supplier**.
12. At the end of the validity period of the **Guarantee**, **RG** shall return the **Guarantee** document according to the contents of the guarantee obligation or on a written request of the **Guarantor** or the **Supplier**, notifying the **Guarantor**.
13. **RG** shall have the right to transfer the rights resulting from the **Guarantee** onto its partners or their subsidiaries without a prior approval of the **Supplier**.
14. **RG** allows the provision of a combined **Guarantee** by the **Supplier**, i.e. a single document securing the claims of **RG** resulting from p. 8 and 9 above.
15. If **RG** uses the entire or a part of the amount of the **Guarantee**, the **Supplier** shall be obliged to provide the adequately amended (renewed) or a new **Guarantee** to the **RG**, with the contents and the amount corresponding to the stipulations of the **Order** and of the **GOC**, not later than within 30 days after receiving the amount of the required claim from the **Guarantor**. **RG** shall treat a violation of this deadline as a violation of **Order** conditions for reasons the **Supplier** is liable for, according to Part XI.

XIII. Order transfer

1. The **Supplier** shall not transfer its rights or obligations and shall not encumber the rights specified in the **Order** in their entirety or a part thereof, without a prior approval of **RG** issued in writing under the pain of nullity, in particular, it shall not approve such an assignment it is entitled to according to the remuneration due to it according to the **Order**. The assignment and encumbrance of rights or assignment of obligations specified in the **Order** without the approval of **RG** indicated in the previous sentence, shall be ineffective towards **RG**.
2. **RG** shall have the right to assign all or some of its rights and obligations resulting from the **Order** onto its partners or their entities or financing institutions of **RG**, without the approval of the **Supplier**.

XIV. Confidentiality

1. The **Supplier** shall be obliged to treat all **Order** conditions, as well as information related to **RG** 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 **RG**, 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 **RG** 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 as for its own breaches.
4. If obligations indicated in p. 1 - 3 are violated, the **Supplier** shall be obliged to pay **RG** liquidated damages 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, **RG** 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 liquidated damages.

XV. 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 clause 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.

XVI. 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.

XVII. 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 withdraw from the **Order**. A declaration of withdrawal from 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. Withdrawal may take place within 10 days from the expiry of the deadline referred to in the second sentence. Neither **Party** shall be entitled to claim any compensation from the other **Party** for damages caused by force majeure.

XVIII. References and advertising

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

XIX. Supplier inspections

1. **RG** 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 **RG** made as a result of inspections, unless they would result in a significant change of the subject of the **Order**.
2. **RG** holds an Integrated Management System certificate, covering the requirements of ISO 9001, ISO 14001 and PN-N-18001 standards. Because of the above, **RG** 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**.

XX. Copyrights

1. If the **Order** provides that during its execution, the **Supplier** creates and delivers works covered by the regulations of the Act of 4 February 1994 on copyright and related rights (for the purpose of this Part, such works shall be considered "Original Works"), the **Supplier**, as a part of the contractual remuneration indicated in the **Order** and upon the acceptance of the Original Works by the **Buyer** shall transfer onto the **Buyer** all material copyrights and related rights to all Original Works made or delivered as a part of the **Order**, including the exclusive right to execute and to allow the execution of dependent copyright in the fields of exploitation defined in p. 5 below. If the **Order** does not provide the assignment of material copyrights and related rights to the works (for the purpose of this Part, such works shall be considered "Licensed Works"), the **Supplier** shall grant the **Buyer** a licence in the fields of exploitation defined in p. 5 below. Original Works and Licensed Works shall be hereinafter referred to jointly as the "Works".
2. In regards to the Original Works, the **Supplier** declares and guarantees that it shall hold all material copyrights and that such rights are not limited in terms of time or territory and are not encumbered with rights of third parties. In regards to the Licensed Works, the **Supplier** declares and guarantees that it shall hold the related rights enabling granting sub-licences for the use of Licensed Works to the **Buyer**, as defined in the **Order** or in the GOC. Works shall be understood by the **Parties**, in particular, technical documentation, final publications, reports, information, analyses, scenarios, opinions, evaluations comprising works as understood according to the effective regulations of the Act on copyright and related rights, accepted by the **Buyer**, and in the case of withdrawal from the **Order**, provided to the **Buyer** until the date on which the declaration of withdrawal from the **Order** is submitted.
3. The **Supplier** declares and guarantees that any works (including Works) delivered in relation to the **Order** does not violate personal rights, rights resulting from a patent or other industrial property rights and any other rights of third parties which could be violated by the **Buyer** as a consequence of the use or disposal of the goods acquired according to the **Order**, within the scope covered by the **Order**.
4. The **Supplier** shall be fully liable for damage caused by ineffective or incorrect acquisition of rights to the Works from third parties or as a consequence of acquisition of rights to the Works, encumbered by rights of third parties, as well as a result of incorrect assignment of rights or licence granting to the **Buyer**. If any legal faults, encumbrances, reservations or claims of third parties are disclosed after the day indicated in p. 5 below, the **Supplier** shall be obliged to exempt the **Buyer** from all related claims, charges or objections of third parties, repair all damage suffered by the **Buyer** because of such faults, encumbrances or claims (including, in

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particular, payments of all compensations and any fees - including legal fees - suffered by the **Buyer**), as well as, on request of the **Buyer**, shall make a public, relevant declaration. The Buyer shall immediately notify the Supplier about charges and claims, wherein the Supplier shall be able to defend its rights, at its own expense, in the case of potential claims of a third party.

5. The transfer of copyrights and of derivative rights or the granting of a license to use the of the Works 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 assignment of rights to Original Works indicated above shall not be limited in terms of time or territory. The licence for the Licensed Works shall be granted without limitations in terms of time or territory. The Licence may be terminated by the **Supplier** not earlier than 5 years after the day on which it was granted, while the notice period shall five years from the end of the calendar year, during which the termination notice is delivered.
7. The remuneration for the assignment of material copyrights or licence granting is included in the price specified in the **Order**.
8. 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).
9. 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.

10. 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.
11. The Supplier undertakes that the author will not perform his personal copyrights in relation to the Work.
12. 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**.
13. The **Buyer** may distribute and publish materials or make declarations regarding the work without indicating authors of the Work in such materials and declarations.

XXI. 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. “**Service for partners**” shall be understood as the service “Requirements for partners” available at the address <https://kontrahenci.lotos.pl>.
 - d. “**Protected area**” shall be understood as the entire area of Rafineria Gdańska Sp. z o.o. and PKN ORLEN S.A. in Gdańsk at ul. Elbląska 135, ul. Benzykowa 34, ul. Michałki 25, including the area of the industrial water supply in Przejazdowo.
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 **RG** 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 **RG**. **RG** 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 **RG**, in particular related to occupational health, safety, fire prevention and physical security, as provided on the Service for partners. The **Supplier** shall be obliged to designate a person with access to the Service for partners 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 **RG**, if the **Supplier** or Entities working on behalf of the **Supplier** enter the site of **RG** during execution of the **Order**.
6. In the case of any difficulties with logging in to the Service for partners /with document access, immediately send a description of the problem to the e-mail address: kontrahenci@grupalotos.pl.
7. Changes to documents made available through the Service for partners 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 **RG**, 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 **RG** and to ensure distribution of requirements made available on the Service for partners 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 **RG** know and observe rules and behaviour standards effective at the sites of **RG**.
10. Because of the priority approach to safety within **RG**, any violations of the code of conduct effective at the sites of **RG** 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 **RG** with the basis for immediate termination or withdrawal (within the term specified in the **GOC**) from the **Order** because of reasons the **Supplier** is liable for and to claim liquidated damages 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 Protected area. 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 **RG**.
12. The **Supplier** shall delegate Entities performing Works on behalf of the **Supplier** to undertake other trainings effective at the sites of **RG**, related to the widely understood occupational health and safety and fire prevention, provided by **RG**. The information about the need to participate in such trainings and rules of such trainings shall be indicated on the Service for partners.
13. The **Supplier** shall be obliged to immediately inform **RG** 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 available on the Service for partners.
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 **RG** or generally effective legal regulations related to occupational health and safety, fire prevention and physical security **RG** shall have the right to impose liquidated damages 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 **RG**, persons supervising the works on behalf of **RG** and staff of OTOS 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 **RG** - representatives of **RG**, persons supervising works on behalf of **RG** 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 Service for partners. 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 **RG**, all consequences thereof shall be borne by the **Supplier**. In addition, in cases of aforementioned events, **RG** 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 **RG** Suspension of Works does not change the deadline for Works execution specified in the **Order**. **RG** 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", **RG** shall have the right to impose liquidated damages indicated in p. 14 and p. 17 of this Clause. The **Supplier** and 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 Protected area 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. In cases related to violation of the obligation of sobriety, liquidated damages in the amount of one thousand zlotys (1,000.00 PLN) shall be imposed for every disclosure of the influence of alcohol (more than 0.2‰ of alcohol in blood or 0.1 mg of alcohol in 1 dm³ 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 Protected area or a training in general safety rules effective at the Protected area) during the given calendar year, wherein a refusal to undergo the relevant examination shall be considered as a identification 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 within a calendar year, during which the aforementioned penalty is calculated, shall apply to the **Supplier** for all contracts (including Orders) entered into with Rafineria Gdańska Sp. z o.o.. the number of persons identified as having consumed alcohol or under the influence illicit drugs/narcotics and providing Works related to the Contract and to other contracts (including orders) shall be additive. The parties hereby jointly agree that Rafineria Gdańska Sp. z o.o. shall issue a debit note for the reserved liquidated damages related to violations of the sobriety obligation, to the Supplier. The debit notes shall include information about a transfer of obligations resulting therefrom onto PKN ORLEN S.A., indicating the correct number of the bank account of PKN ORLEN S.A. including the right of PKN ORLEN S.A. to transfer obligations onto 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 the Protected area for a period of time specified in the current Table of penalties for persons performing woks on behalf of the Supplier. 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 **RG**, introduction of alcohol and of drugs/narcotics, weapons and other prohibited items, presence within the protected area of **RG** 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 **RG**, persons supervising works on behalf of **RG** 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 **RG**, and in relevant cases, officers of authorised bodies created to maintain public order shall be called for assistance. On request of **RG**, 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. **RG** 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.
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, introduction of alcohol and of drugs/narcotics, weapons and other prohibited items, presence within the Protected area 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 Rafineria Gdańska Sp. z o.o., persons supervising works on behalf of Rafineria Gdańska Sp. z o.o. 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 the Protected area, and in relevant cases, officers of authorised bodies created to maintain public order shall be called

for assistance. On request of Rafineria Gdańska Sp. z o.o. **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. Rafineria Gdańska Sp. z o.o. 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 **RG**, **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 **RG**, 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**. **RG** 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 **RG**.
21. The **Supplier** shall be obliged to provide **RG**, 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 **RG** on the basis of a written work permit issued by **RG**, the **Supplier** and Entities performing Works on behalf of the **Supplier** shall be obliged to designate a person/persons authorised to manage and supervise , who shall be authorised to collect a written permit for wok on the basis of a training authorising for acceptance of written permits, undertaken by such a person/persons. The training shall be provided on a training platform provided to the partners. Persons without a valid certificate confirming the attendance of the aforementioned training shall not obtain permits for work issued on the basis of the Procedure no. ASF.49.01.00.00.

XXII. Final stipulations

1. The **Supplier** declares that it has read the document “CSR Standards for Contractors of Rafineria Gdańska Sp. o. o.” (published on the following website https://rafineriagdanska.pl/3381/logistyka/warunki_umow) and undertakes to apply and observe them when cooperating with **RG** The **Supplier** shall also be obliged to make its sub-suppliers acquainted with the aforementioned document.
2. With the correct execution of the **Order** in mind, in particular, the quality of the executed works, occupational safety or environmental protection, **RG** reserves the right to conduct audits of the **Supplier**, within the scope covered by the subject of the **Order**. These activities are intended to evaluate meeting the requirements specified in the contractual documents and in other documents the **Supplier** is obliged to observe, as well as in the relevant legal regulations and standards effective during execution of the **Order**.
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 **RG** seat.

General Order Conditions of Rafineria Gdańska Sp. z o. o. effective from 01.03.2023

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. **RG** 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 01.03.2023.