

## GENERAL TERMS AND CONDITIONS - ORLEN PETROBALTIC S.A.

### 1. SCOPE

- (a) These General Terms and Conditions of Contracts for provision of services for ORLEN Petrobaltic S.A. (hereinafter referred to as "GCC") shall apply to Orders for provision of services, orders for commissioned work, execution of construction works within the meaning of Article 647 of the Civil Code, as well as lease of moveable property for ORLEN Petrobaltic S.A. with its registered office in Gdańsk, or another company belonging to ORLEN Petrobaltic S.A. Capital Group (hereinafter referred to as "PTR" or the "Ordering Party").
- (b) These GCC shall apply to all Contractors. Conditions different from those set forth in GCC, proposed by Contractor, shall require in each and every case a prior approval of the Ordering Party - under the pain of nullity – in writing or in an electronic form, bearing a secure electronic signature verified by a valid, qualified certificate. Different terms and conditions shall be binding solely with reference to a specific order and shall in no case be treated by Contractor as applicable to any other orders placed by the Ordering Party. In the event of a conflict between these GCC and differing conditions agreed by the Parties ("Parties" - the Ordering Party and the Contractor, "Party" - the Ordering Party or the Contractor), provisions of such different conditions agreed for the specific Order, shall prevail.
- (c) All agreements and documents related to the Order must include the (SAP) Order number assigned by the Ordering Party. This number should be specified, in particular, in all correspondence, on the delivery notice, invoice, in the delivery receipt (WZ), acceptance protocol, etc.

### 2. DEFINITIONS

- (a) "Contractor" shall mean, respectively, a service provider, contracting entity, contractor for construction works.
- (b) "Order" shall mean, respectively, a purchase order for provision of services, performance of works, commissioning of work or a lease of moveable property. Provisions of these GCC relating to an Order for provision of services shall apply to contracts for commissioned works, contracts for construction works within the meaning of Art. 647 of the Civil Code and lease of moveable property.
- (c) "Documentation" shall mean all documents containing information about the analyzed, designed or constructed sites, necessary for the execution of work in accordance with the Order, in particular "Technical Documentation" understood as construction design documentation, detailed design documentation, drawings and specifications, and as-built documentation.
- (d) "Order Value" shall mean the maximum non-guaranteed net remuneration specified in the Order. If the Order does not indicate the maximum non-guaranteed net remuneration, the Order Value shall be equal to the total net lump sum remuneration, and if any other remuneration components have been specified - the sum of all components of the Contractor's net remuneration indicated in the Order. If the Order Value is expressed in a foreign currency, its amount in PLN shall be determined according to the average exchange rate of the National Bank of Poland applicable to this Foreign Currency on the last day of the month preceding the month when the Order is concluded.
- (e) "Foreign currency" shall mean the currency of the remuneration indicated in the Order, other than PLN, provided that the foreign currency is one of the currencies commonly exchanged on the territory of the Republic of Poland.

### **3. THE CONTRACTOR'S DECLARATIONS**

- (a) The Contractor declares that it is not undergoing bankruptcy or liquidation, no compensation or restructuring proceedings have been initiated against the Contractor and there are no grounds for an application for a bankruptcy declaration against it, for opening a liquidation or restructuring proceedings, its affairs are not placed under receivership or administration, its business activities have not been suspended and no proceedings are pending against the Contractor related to the aforementioned legal titles.
- (b) The Contractor declares that it is not in arrears with payment of public and legal dues, including tax payments, social insurance fees or premiums or has obtained the lawful permission for exemption, deference or instalment of overdue payments and has no overdue liabilities to its suppliers, employees and subcontractors.
- (c) The Contractor declares that neither the Contractor nor its management have been convicted for any offenses related to their business, professional activity or fiscal offences or making false statements, or for fraud relating to their qualifications in order to conclude an Order for the provision of services, within the last five years preceding the effective date of Order and that no decision prohibiting business activity, competing for an order or holding managerial positions has been issued against them.
- (d) The Contractor declares that both the Contractor and its employees and subcontractors have the knowledge, skills, potential and all authorizations required by law necessary for proper execution of the Order.
- (e) The Contractor declares that the documentation submitted as part of the Order execution is free from legal defects, and undertakes to bear civil liability, in particular indemnity for consequences of violation of third-party rights with respect to the documentation provided.
- (f) The Contractor declares that it is familiar with the purpose of execution of the subject of the Order. The Contractor is obliged to contact PTR in order to obtain relevant agreements, accepted solutions with regard to the adopted purpose of the Order being executed. PTR undertakes to cooperate with the Contractor to the extent necessary for proper performance of the Order. In the event of doubt, the obligation of specific cooperation shall be deemed to be incumbent upon PTR to the extent that the Contractor has requested it in a written notice in which the Contractor has specified the reasonable object of the required cooperation and set a deadline by which it expects the cooperation to be fulfilled.
- (g) The Contractor declares that in the case of state regulated business activity, covered by the obligation to obtain permit, concession, etc., it conducts its activities in accordance with the conditions set forth in generally applicable laws and in the content of the obtained permits, and that there are no grounds for the loss of such permits.
- (h) The Contractor, being a legal entity, declares that its competent authorities have granted the necessary approvals to enter into the Order.

### **4. SUBCONTRACTING**

- (a) If the Contractor intends to subcontract the entire Order or part of it to third parties, the Contractor must obtain a prior written approval of PTR under the pain of nullity. The same applies respectively to changes of subcontractors during the execution of the Order and ordering further subcontracting.
- (b) The Contractor shall carefully select subcontractors from among entities with relevant experience and qualifications in the execution of work of a similar nature and scale to the scope of work being assigned.
- (c) The Contractor guarantees that its subcontractors shall fully comply with the provisions of the Order applicable to the part of the Order executed by them. The Contractor shall bear full responsibility for the acts or omissions of first and further subcontractors and shall be liable for such acts or omissions as if they were its own.

- (d) The Contractor shall bear full responsibility for damages caused by defects in materials supplied by its suppliers and subcontractors for the performance of the Order.
- (e) The Contractor shall be fully liable for payment of remuneration due to subcontractors and shall be obligated to make all the payments due to subcontractors in a timely manner. The Contractor's failure to comply with the obligation referred to in this point shall be deemed a breach of the terms and conditions of the Order by the Contractor.
- (f) If the subject matter of the Order are construction works:
  - i. In the case of subcontractors to whom Article 647<sup>1</sup> of the Civil Code applies, the Contractor shall additionally submit to PTR, in good time before commencing the construction works ("Works"), a draft agreement with the subcontractor (further subcontractor), together with a part of the documentation concerning the Works performed by the subcontractor (further subcontractor). If PTR fails to submit a written objection to the performance of the Works by the subcontractor within 30 days from submission of the draft agreement concluded with the subcontractor (further subcontractor) referred to in the preceding sentence, it shall be deemed that PTR has agreed to entrust the Works to the subcontractor in question. The Contractor's notification referred to in the third sentence is not required if the Ordering Party and the Contractor have specified in the written Order a detailed scope of the Works performed by that subcontractor.
  - ii. the Contractor shall attach to the last invoice, and in case of Works performed in stages - to the invoices for a given stage of the Works, statements of all subcontractors the Contractor has employed for the performance of the Order that the Contractor is in no arrears in payments due to them for the performance of the Works described in the Order. If the Contractor has not used subcontractors to perform Works described in the Order, then the Contractor shall be obliged to attach its own statement to the invoice, constituting that the Works covered by the Order were performed by the Contractor on its own. The date of delivery of such statements may be considered, with compliance with remaining requirements under the Order or the GCC, as the time when the due date for payment to the Contractor by PTR resulting from the Contractor's invoice begins to run. Such determination of the due date shall not be considered by the Contractor as a delay in payment or improper performance of the Order by PTR. The Contractor shall not be entitled to claim interest within this scope.
  - iii. Upon each request of PTR, the Contractor shall promptly send an up-to-date list of subcontractors and the status of settlements with them, containing at a minimum, the remuneration paid and remaining to be paid, together with payment dates and a breakdown of amounts due, invoiced not due and amounts remaining to be invoiced by the subcontractor.
  - iv. A claim for payment of remuneration or parts thereof submitted to PTR by a subcontractor pursuant to Article 647<sup>1</sup> § 5 of the Civil Code, caused by the failure of the obliged party to pay the remuneration due to the subcontractor, may result in PTR withholding payments to the Contractor to the extent equal to the amount covered by the subcontractor's claim, provided that the Contractor has been notified in advance, pending full clarification of the validity of the subcontractor's claim. The above authority shall also be vested in PTR if PTR obtains other information about non-payment to the subcontractor of the due remuneration.
  - v. The withholding of payment in the cases referred to above, shall not be considered as a delay in payment or improper performance of the Order by PTR. The Contractor shall not be entitled to claim interest in this respect.
  - vi. If, in the cases referred to above in letter (f) items i - iii, the amount of the remuneration due to a subcontractor, that has become due and has not been paid yet, is determined, and after giving the Contractor an opportunity to express its opinion, PTR shall be entitled, but not obliged, after the Contractor has been given an opportunity to express his opinion, to pay the remuneration due to the subcontractor directly to the subcontractor on the basis of documents submitted by it. Payment of remuneration to the subcontractor shall automatically reduce the total remuneration due to the Contractor for the completion of the Order. If the remuneration is paid to the Contractor in parts, the reduction shall apply to those parts of the remuneration

that are yet to be paid to the Contractor consecutively on the dates following the date of payment of the remuneration to the subcontractor until the reduction of the remuneration is fully covered. . If necessary, the Contractor shall issue corrective invoices confirming the reduction of remuneration.

- vii. In the event that PTR pays the remuneration due to a subcontractor, the Contractor shall be obliged, without receiving a separate request, to reimburse PTR the amount paid by PTR to the subcontractors (further subcontractors) together with any interest due, calculated from the date of its payment to the date of payment made by the Contractor, unless the remuneration due to the Contractor is reduced accordingly before such payment is made to the subcontractor in accordance with the provisions of letter (f) item v above.
- (g) The Contractor is obliged to inform PTR about any disputes with the subcontractors (further subcontractors) and any other circumstances, which may result in a claim against PTR.
- (h) If any of the subcontractors (further subcontractors) make a claim against PTR, the Contractor shall, at PTR's request, participate at its own expense, in proceedings to the extent necessary to protect PTR's rights and interests against liability to the subcontractor (further subcontractor). If the Contractor pays remuneration to the subcontractor or further subcontractor; the Contractor, subcontractor or further subcontractor shall have no recourse against PTR. The Contractor shall be obliged to satisfy in full the amount of the debt resulting from PTR's recourse claims, including, in particular, court costs and enforcement costs.
- (i) If the Contractor in an Order for Works is a consortium, each of the consortium members shall be jointly liable towards PTR for obligations of other members of the consortium towards subcontractors that have been fulfilled by PTR.
- (j) The above provisions shall not apply to further subcontractors of construction works, unless otherwise provided.

## **5. ORDER EXECUTION**

- (a) The Contractor shall perform the Order in accordance with its provisions, in particular the Documentation (if applicable), using proven engineering practices and in compliance with applicable legal regulations, relevant technical standards and the principles of modern technical knowledge and according to the Contractor's best experience.
- (b) To the extent required by the Order, Documentation shall be provided by PTR, unless otherwise specified in the Order. The Contractor shall be responsible for the preparation of all workshop drawings necessary for the performance of the works assigned to the Contractor, subject to prior agreement with PTR.
- (c) The Contractor shall be responsible for notifying PTR's representative in writing on defects found or on incomplete information found in the Documentation relating to the Order.
- (d) The Contractor shall provide on its own and at its own expense all services, materials, equipment and devices necessary for the proper performance of the Order.
- (e) The Order should be executed entirely at once, unless the Order provides otherwise. Execution of the Order in stages after the date of conclusion of the Order requires an amendment to the Order made, under the pain of nullity, in writing or in an electronic form, bearing a secure electronic signature verified by a valid, qualified certificate.
- (f) If the Order involves transport of goods, the Contractor is obliged to pack the goods in a manner appropriate for the properties of the goods and the means of transport used, also to provide loading and unloading equipment, unless other requirements are specified in the Order. The packaging must be legibly and permanently marked with PTR's name and address, the Order number assigned by PTR, and symbols indicating the handling of the shipment according to forwarding and transport standards. Each item inside the packaging should be marked in a way that ensures its full traceability. If the transported item has been packed in more than one package, the Contractor

shall attach a detailed specification to each package, and a collective specification to the shipping documents.

- (g) The marking of electrical and electric equipment and, if justified by the size or function of the equipment, packaging of such goods, shall conform to Waste Electrical and Electronic Regulations.
- (h) In the case of atypical, hazardous, oversized, etc. goods, the items, etc., the Parties shall agree upon conditions regarding packaging, marking, delivery notification and acceptance of such items.
- (i) If proper performance of the Order requires transportation of goods, the Contractor shall ensure transport to and from the place indicated by PTR at its own expense and risk.
- (j) The following documents should be delivered together with the performance of the Order (irrespective of the documents used in settlements between the parties, sent by post by the Contractor): invoice or a delivery receipt (WZ) other documents as required by law effective in Poland and in the European Union or specified in the Order (e.g. technical documentation, quality control certificates, material certificates, EX certificates, material attestations, certificates of analyses, tests and approvals, product certificates and quality certificates, valid product characteristics sheets, residence certificate, etc.).
- (k) The Contractor shall be obliged to keep copies of issued approvals for equipment / appliances used for a period of 2 years, and decommissioned equipment / appliances until the end of the year in which the decommissioning occurs. During the period indicated above, the Contractor shall be obliged to make attestations available whenever requested by PTR.
- (l) The Contractor shall provide loading and unloading of items, as well as of all the materials, equipment and devices, unless the Order provides otherwise.
- (m) If the scope of the Order is extended by means of a written addendum, the Contractor shall perform additional services / works (additional works) under conditions established during the performance of the original Order (including unit prices, discounts etc.), unless the Order or the addendum provide otherwise.
- (n) Unless the Parties agreed otherwise in the Order, the Order shall be executed according to DDP conditions – PTR premises in Gdańsk (designated warehouse, storage yard or other location), pursuant to INCOTERMS 2020.
- (o) If correct fulfilment of the Order so requires, PTR shall ensure:
  - i. access to places, rooms and equipment necessary to correctly execute the Order;
  - ii. horizontal and vertical transportation of tools, equipment and materials of the Contractor during loading and unloading at PTR's berth;
  - iii. access to utilities, in particular power, water, vapour, compressed air;
  - iv. access pass for the duration of the Order to enable entrance of the Contractor's means of transportation to PTR premises to execute the Order.

## **6. ORDER COMPLETION DATE**

- (a) The Order completion deadline indicated in the Order, and in case the Order is executed in stages – the deadlines resulting from the schedule, are final and indicate the date of completion of the work / service, acceptance of the work or construction works without reservations, as well as signing of a partial / final acceptance protocol by PTR or termination of lease.
- (b) The Contractor shall promptly notify PTR of an occurrence or risk of occurrence of circumstances due to which the Contractor may not be able to comply with the agreed completion date of the Order, along with an indication of the expected period of delay and its causes. If the information provided indicates that the Order cannot be completed on time, PTR shall be entitled to cancel the Order with the rights and consequences arising from the Order or the GCC, in particular those resulting from sections 9 to 13 of the GCC. PTR shall be entitled to exercise its right to cancel the

Order within 30 working days from when it becomes aware of the anticipated delay or the possibility thereof.

- (c) The Parties allow for a change of the Order's execution date in case of a justified need of PTR, which was impossible to foresee, or is due to the need of temporary suspension of the work due to circumstances attributable to PTR. In case of a change of the deadline of the Order's execution due to the reasons indicated in the previous sentence, PTR shall inform the Contractor about the change to the completion date, which shall be binding for the Contractor without affecting any other terms of the Order.
- (d) The Order completion deadline indicated in the Order shall be extended by the number of downtime days. "Downtime" shall be understood by the Parties as the inability to execute the Order for which the Contractor is not responsible for, including force majeure.
- (e) A change of the completion deadline indicated in the Order, requires an addendum to the Order, under the pain of nullity made in writing or in an electronic form, bearing a secure electronic signature verified by a valid, qualified certificate.

## **7. DOCUMENTATION**

- (a) Depending on the type of Documentation prepared by the Contractor as part of the performance of the Order, the provisions of this section shall apply to project documentation, design documentation and as-built documentation, respectively.
- (b) If the object of is development of documentation by the Contractor, the Contractor shall be obliged to:
  - i. develop designs based on design assumptions agreed with PTR, according to applicable legal provisions, including requirements of the Act of 07.07.1994 (Journal of Laws 1994 no. 89, item 414, as amended), the Construction Law, principles of technical knowledge and design standards.
  - ii. prior to commencement of the design, verify the documents provided by PTR in terms of their correctness, with particular consideration of the purpose that the Contractor's result is to serve. The Contractor shall familiarise itself with the conditions of the site / place to which the design is to apply and make the necessary inventory by comparing the actual condition with the documents provided. In case of discrepancies, the Contractor shall be obliged to immediately inform PTR about them in writing and to comply with the instructions provided by PTR.
  - iii. obtain required opinions, agreements and checks of the designed solutions to the extent required by applicable laws, with particular reference to the agreements with the Safety Office.
  - iv. The arrangements with the Safety Office shall relate to:
    - agreements concerning the application of technical solutions ensuring work safety, ergonomics, functionality and fire protection of PTR at the design stage;
    - other arrangements, if necessary.
  - v. obtain on behalf of PTR all decisions, stipulations, arrangements, including those not expressly provided for in the Order, necessary to obtain a building permit and an occupancy permit for the task referred to in the Order.
  - vi. at PTR's request, participate in the entire process of application for a building permit or for a separate decision on approval of a construction design, in particular take an active part in completing the documentation necessary to obtain a building permit or a separate decision on approval of the construction design.
  - vii. clarify to PTR any potential doubts concerning the Documentation and the solutions included therein.

- viii. provide the Documentation or any of its individual parts with a list of studies and a written statement that the delivered Documentation is compliant with the Order, applicable regulations, standards, principles of technical knowledge and design and that it is complete in view of the purpose it is to serve.
  - ix. deliver to PTR the completed Documentation or its separate parts or stages of completion specified in the Order, within the time limits specified in the Order.
  - x. if there are any non-significant deviations from the approved construction design after the construction is completed according to the Contractor's design, the Contractor undertakes to confirm in writing that the non-significant deviations from the construction design are present on a statement of completion signed by the construction manager.
  - xi. submit other documents specified in the Order.
- (c) The Contractor may request a change in the completion date of the Documentation or any portion thereof when:
- i. PTR has changed significantly the design assumptions or the scope of design work in comparison to those set forth in the Order.
  - ii. There is an interruption as referred to in letter (d) below. In such case, the Contractor shall be entitled to request that PTR postpones the completion of the design documentation for no longer than the duration of the interruption.
- (d) PTR shall be entitled to stop the design work at any time for a period no longer than 90 days.
- (e) If the execution of any part of the Documentation is entrusted to a subcontractor, the Contractor shall be responsible for transferring the Documentation to PTR and shall be the entity indicated in the delivery-acceptance protocols as the transferor.
- (f) A confirmation that the documentation or parts thereof have been delivered to PTR's seat does not constitute a confirmation of the receipt of the Documentation by PTR. The document confirming the receipt of Documentation or parts thereof shall be an acceptance protocol drawn up according to a template contained in the documents sent by PTR, and approved by persons authorized by both Parties. After transferring the Documentation or its part, within 30 days, PTR shall approve the acceptance protocol or shall oblige the Contractor to supplement the Documentation or remove any defects, faults and make corrections, setting an appropriate deadline for the submission of the corrected Documentation. The acceptance rules set forth in this section (letter e) shall apply to the submitted revised Documentation.
- (g) The date of approval of the acceptance protocol shall constitute the date of acceptance of the Documentation to which the protocol refers.
- (h) The Contractor's liability regarding Documentation.
- i. PTR is not obliged to inspect the quality of the Documentation upon its acceptance, and PTR's failure to inspect the Documentation shall not relieve the Contractor of its responsibility for the quality and completeness of the Documentation delivered, including PTR's claims for damages in this respect.
  - ii. In the event of defects in the Documentation, the Contractor shall indemnify PTR from any liability which PTR might incur on this account, and in particular, at PTR's request, the Contractor shall join any proceedings resulting from the provision of defective Documentation to which PTR or other companies of ORLEN Petrobaltic S.A. Capital Group are a party. Notwithstanding the foregoing, the Contractor shall repair any damage caused thereby and indemnify PTR against any damage suffered by PTR as a result thereof, in particular as a result of PTR incurring civil, administrative or criminal liability. The foregoing shall not limit any other claims, if any, under the provisions of the Order.
  - iii. The Contractor shall be also liable to PTR, as defined by law, for faulty performance of the Author's supervision activities.

- (i) Guarantees and defects related to Documentation.
- i. The Contractor grants PTR a guarantee for defects in the completed Documentation. The foregoing shall mean that the Contractor is liable for legal and physical defects in the Documentation and its noncompliance with the Order, as disclosed or discovered during the guarantee period. In particular, the Contractor shall be liable for the compliance of the Documentation with the parameters set forth in the design assumptions, applicable laws and the principles of contemporary technical knowledge. The Contractor's liability under the guarantee shall also covers any and all defects in the Documentation which reduce its value or usefulness in view of the purpose specified in the Order, including for issuance of Documentation in an incomplete state, which became apparent or occurred after submitting the Documentation to PTR, including those occurring through no fault of the Contractor or as a result of actions of third parties for which the Contractor is liable. For the avoidance of doubt, defects in the design documentation shall mean in particular:
- any defects indicated by the authority competent to issue a building permit or a separate decision on approval of the construction design, if such is required, in accordance with the provisions of the law in force in this respect,
  - lack of conformity of the design documentation with the applicable provisions of law in force on the date of submitting the Documentation to PTR,
  - the design documentation is not suitable for the proper execution of the Works.
- ii. If a defect is found in the guarantee period, PTR shall be entitled, at its sole discretion, to:
- demand immediate and free of charge removal of the defect by the Contractor within a time limit set by PTR, or
  - after ineffective demand from the Contractor to remove the defect, to cancel the Order in whole or in part due to the Contractor's fault; or
  - entrust the execution or improvement of the documentation to another entity at the cost and risk of the Contractor without the need to obtain a separate consent of the Contractor or court approval, or
  - demand a reduction in remuneration corresponding to the degree of decrease in value of the documentation or a part thereof caused by the defect.
- iii. The rights under guarantee shall expire after 5 years, counting from the day of signing the final acceptance protocol for the task completed based on the Documentation, however, not longer than 6 years, counting from the day of signing the final acceptance protocol with no reservations.
- iv. The Contractor shall be liable for defects in the Documentation even after the expiry of the guarantee period, if PTR notifies the Contractor of the defect before the expiry of the warranty period.
- v. The Contractor may not refuse to remove a defect in the Documentation, regardless of the costs involved.
- (j) It is hereby agreed that the place of delivery of the Documentation is the Ordering Party's registered office.
- (k) Unless otherwise specified in the Order, The Contractor shall submit the Documentation in 5 copies and on CD / DVD.

## **8. REMUNERATION, PAYMENT TERMS**

- (a) Unless the Order provides otherwise, the Parties shall settle the receivables according to the rules mentioned below.

- (b) Prices indicated in the Order are fixed net prices. The net price shall be increased by the value added tax (VAT) at a rate applicable on the day the tax obligation arises.
- (c) Remuneration shall be paid once PTR receives the correct, duly and timely issued invoice, in accordance with the provisions of the Act of 11<sup>th</sup> March 2004 on value added tax (Journal of Laws 2004 no. 54, item 535, as amended) (hereinafter "VAT Act") and of implementing (secondary) regulations, after signing an acceptance protocol without objections.
- (d) PTR shall have the right not to accept for settlement an invoice issued prior to the approval of an acceptance protocol without objections. The payment term of an invoice issued with an earlier date shall run from the date of approval of the relevant acceptance protocol.
- (e) In case of discrepancies between the final, partial acceptance protocol and the invoice, PTR shall inform the Contractor about them in writing or by e-mail. The Contractor is obliged to provide clarifications and issue a corrective invoice, if necessary, no later than within 7 working days from the date of receipt of the written information about the discrepancies. The clarifications should be made in writing or sent by e-mail. Withholding of payment due to the verification of the above-mentioned documents shall not be deemed as an improper performance of the Order by PTR.
- (f) Payments to the Contractor with tax residency in the territory of the Republic of Poland shall be made via the Ordering Party's payment account by means of a bank transfer using the split payment mechanism within 30 days from the date of receipt by the Ordering Party of an invoice with stipulated VAT along with an approved partial / final acceptance protocol / report of completed services, subject to other provisions of the Order, to the Contractor's bank account number indicated in the Order (*the Contractor's bank account number shall be provided in the Order*).
- (g) Due to the split payment mechanism, the VAT resulting from the received invoice will be paid only in Polish zloty to the bank account maintained in accordance with the Polish banking law. The Contractor undertakes to specify such a bank account number on each invoice.
- (h) The Contractor, which is a Polish tax resident, declares that the bank account number mentioned above is included in a list indicated in art. 96 b of the VAT Act and is valid. In the event of a change in the indicated bank account number to which the payment is to be made, the Contractor shall immediately notify this fact in writing (otherwise being null and void) signed in accordance with the Contractor's representation rules. A change of the bank account number does not require an addendum to the Order. If the bank account to which payment is to be made is not included in the list referred to in art. 96b of the VAT Act, the Ordering Party shall have the right to withhold payment until the date on which the bank account designated for payment appears on that list, and the period of withholding payment shall not be deemed a delay or default in payment.

The date of payment shall be the date on which the Ordering Party's account is debited.

- (i) Unless the Parties agree otherwise in the Order, the invoice may be delivered to the Ordering Party's registered office or sent as a PDF file to the following electronic e-mail addresses:
  - i. [faktura.petrobaltic@orlen.pl](mailto:faktura.petrobaltic@orlen.pl) (if ORLEN Petrobaltic S.A. is the Ordering Party)
  - ii. [faktura.spvbaltic@orlen.pl](mailto:faktura.spvbaltic@orlen.pl) (if SPV Baltic Sp. z o.o. is the Ordering Party)
  - iii. [faktura.spvpetro@orlen.pl](mailto:faktura.spvpetro@orlen.pl) (if SPV Petro Sp. z o.o. is the Ordering Party)

Sending an invoice to an address other than the one indicated for sending invoices in this acceptance shall under no circumstances constitute delivery of an invoice in electronic form.

- (j) Pursuant to art. 106n of the VAT Act, PTR hereby grants the Contractor permission to send e-invoices issued by the Contractor in accordance with applicable law. The Contractor undertakes to send e-invoice, e-invoice correction, e-invoice duplicates electronically as PDF files. The Contractor (invoice issuer) shall ensure the authenticity of the origin and integrity of the invoice content. The Contractor shall indicate in the Order an e-mail address from which invoices will be sent.
- (k) Only one invoice may be sent per each e-mail. No acceptance protocol or other documents will be attached to the invoice. The Contractor shall send a scan of the acceptance protocol signed by both

Parties without objections of the Ordering Party to the e-mail address(es) of PTR representative(s) indicated in the Order.

- (l) KSeF CLAUSES (applicable to Contractors with tax residency in the Republic of Poland):
1. The following provisions shall apply from the date on which the Contractor is required to issue and make available to PTR structured electronic invoices using the National e-Invoice System (hereinafter: KSeF) pursuant to the provisions of the VAT Act and from that date such provisions shall prevail in the event of any discrepancies with other provisions of this Order.
  2. The Contractor shall issue and make available to PTR an invoice using KSeF, unless there are cases referred to in the VAT Act that prevent such action or entitle the Contractor to take other action – in which case the invoice shall be issued and made available to PTR in accordance with the rules set out in the VAT Act and the paragraphs indicated below.
  3. Payment of the remuneration due to the Contractor shall be made on the basis of an invoice issued in accordance with the rules set forth in letter (l) item 2 above, to the Contractor's bank account (*the bank account number shall be provided in the Order*), within 30 days from the date of receipt of the invoice by PTR.
  4. The date of issuance of a structured electronic invoice shall be the date on which the Contractor sends the invoice to KSeF, and in the case of an invoice referred to in Article 106 nda paragraph 1 or paragraph 16 of the VAT Act or invoices issued during a failure or unavailability of KSeF – the date of issuance indicated by the Contractor on that invoice.
  5. The date of effective delivery of the invoice to PTR shall be the date of its receipt within the meaning of the VAT Act; in the case of a structured electronic invoice, this shall be the date on which an individual identification number in KSeF is assigned to it.
  6. If the VAT Act allows PTR to be provided with an invoice in a manner other than through KSeF, such invoice may be delivered to PTR at one of the following addresses:
    - a) ul. Stary Dwór 9, 80-758 Gdańsk (in such a case, the date of effective delivery of the invoice shall be the date of delivery to PTR of a letter containing the above-mentioned invoice, marked with the appropriate codes in accordance with the VAT Act (provided always that if such a letter is not collected, the invoice shall be deemed to have been effectively delivered 14 days after the first notification of an attempt to deliver such a letter) or the date on which a KSeF identification number is assigned to such invoice, whichever occurs first);
    - b) e-mail:
      - [faktura.petrobaltic@orlen.pl](mailto:faktura.petrobaltic@orlen.pl) (if ORLEN Petrobaltic S.A. is the Ordering Party)
      - [faktura.spvbaltic@orlen.pl](mailto:faktura.spvbaltic@orlen.pl) (if SPV Baltic Sp. z o.o. is the Ordering Party)
      - [faktura.spvpetro@orlen.pl](mailto:faktura.spvpetro@orlen.pl) (if SPV Petro Sp. z o.o. is the Ordering Party)In such a case, the date of effective delivery of the invoice shall be the date on which the Contractor sends to PTR an e-mail containing the above-mentioned invoice, e.g. in pdf format, marked with the appropriate codes in accordance with the VAT Act, or the date on which a KSeF identification number is assigned to such invoice, whichever occurs first).
  7. An invoice shall be deemed to have been issued correctly if it is issued in accordance with the rules for issuing invoices specified in the VAT Act.
  8. The rules referred to above shall apply accordingly to structured electronic attachments.
- (m) PTR shall be entitled to deduct, from the remuneration due to the Contractor, any liability of Contractor to PTR, including contractual penalties, even if PTR's claim was not yet due.
- (n) If a maximum non-guaranteed remuneration is specified in the Order, the Contractor shall not be entitled to remuneration in excess of that remuneration. No deviations from the complexity of the subject matter of the Order shall result in changes to the prices specified in the Order. If in the course of performance of the Order it is determined that work is required beyond the scope referred to in

the Order, which PTR was unable to foresee at the time of concluding the Order ("Additional Work"), and which PTR wishes to have the Contractor perform under the terms of the Order, the Contractor shall submit to PTR in writing a list of work required, together with a cost estimate and indicate the planned completion date. The Contractor may commence additional work only after PTR has accepted the list, cost estimate and date of the Additional Work in writing, otherwise being null and void, and if the value of the Additional Work exceeds the maximum non-guaranteed remuneration or involves a change of the Order completion date, only after the Parties have signed an addendum to the Order. The Additional Work commissioned to the Contractor pursuant to the Order shall be deemed to be a part of the Order and shall be performed in accordance with the terms set forth in the Order.

- (o) The Contractor is required to successively inform PTR in writing of the status of use of the amount of the maximum non-guaranteed remuneration. If the Contractor fails to fulfil this requirement, which shall result in the maximum non-guaranteed remuneration being exceeded, the Contractor shall perform the Order at its own expense within the scope in which the Order exceeds the maximum non-guaranteed remuneration amount specified in the Order.
- (p) PTR shall have the right to postpone the commencement of the payment date of the remuneration resulting from the last invoice by up to 10% of the Order Value as security for removal of non-limiting defects reported at the final acceptance protocol. The payment deadline for this part of remuneration shall commence upon PTR's written confirmation of the removal of all the defects, and the payment shall be made within 14 days of PTR signing the aforementioned confirmation. If the object of the Order is construction works, PTR shall retain 10% of the net value of the invoice (and if the Order is executed in stages – from each subsequent invoice) as security for claims due to the proper performance of the Order, as well as for warranty and guarantee, as a guarantee deposit. The deposit shall be returned upon the Contractor's request, however, not earlier than before the expiry of half of the warranty period.
- (q) If the remuneration is specified in a foreign currency, the remuneration shall be payable in PLN, unless the Order provides otherwise. The remuneration due for payment shall be converted into PLN (Polish zloty) according to the average exchange of a foreign currency announced by the National Bank of Poland (NBP) on the last working day preceding the invoice issuance date. The PLN remuneration, the value of VAT and the exchange rate will be indicated on the invoice.
- (r) If it is necessary to make arrangements concerning the Documentation that is the subject of the Order with a Notified Body (according to the PED directive), e.g. with the Office of Technical Inspection (UDT), the costs of such arrangements shall be paid on the basis of an invoice accompanied by a copy of the relevant bill / invoice from the Notified Body.
- (s) If the Contractor has its registered office outside of the Republic of Poland, the Contractor shall provide PTR with an appropriate tax residency certificate before the first payment is made and at the beginning of a new year, if payments will also be made in the new year. The tax residency certificate is to certify the Contractor's tax residence for the year in which payments will be made by PTR. This document must be issued by a tax authority appropriate for a given country. The Contractor must deliver to PTR's seat the original certificate or a notarized copy or a copy certified by an appropriate tax authority that issued it. In addition to the tax residency certificate, the Contractor must submit a beneficial owner's statement according to PTR's template.
- (t) If the remuneration under the Order is subject to withholding tax according to applicable Polish tax regulations and if the Contractor fails to timely provide an original tax residency certificate (or its copy certified by a notary), PTR shall be required to deduct withholding tax in the amount resulting from applicable legal regulations, without an obligation to reimburse the amount deducted in such a way.
- (u) If the Contractor submits an appropriate tax residency certificate within the period preceding payment of the obligation, payments made by PTR shall be reduced by the amount of withholding tax determined at the tax rate specified in the double taxation convention concluded between the Contractor's country of residence (as specified in the tax residency certificate) and Poland.

- (v) Orders containing electric or electronic equipment shall be settled and accepted from the Contractor who placed them on the market in EEA countries under the condition that the registration number from the register of waste electrical and electronic equipment recovery operators and organisations assigned by the Chief Inspector of Environmental Protection is indicated in the invoice.
- (w) The Contractor undertakes to compensate PTR for negative financial consequences, resulting from breaches of tax regulations, in particular related to PTR's loss of the right to deduct VAT, arising as a result of breaches of the aforementioned conditions or related to the occurrence of circumstances referred to in Article 88(3a) or Article 96(9) and (9a) of the VAT Act, as a result of liability of the Ordering Party referred to in art. 117ba of the Act of 29<sup>th</sup> August 1997 - Tax Ordinance, and due to the lack of possibility to include the expense in tax costs or the necessity to reduce tax deductible costs or to increase the income in accordance with the rules and regulations specified in art. 15d of the Act of 15<sup>th</sup> February 1992 on Corporate Income Tax.
- (x) The Contractor declares that at the time of conclusion of the Order, the subject of the sale are / are not\* (*\*choose the relevant option*) goods and/or services listed in Appendix no. 15 to the VAT Act. In case of sale of goods and/or services listed in Appendix no. 15 to the VAT Act, documented with an invoice which gross value exceeds PLN 15,000.00, the Contractor shall mark such invoices with the words "*split payment mechanism*".
- (y) The Contractor, being an active VAT taxpayer within the territory of Poland, declares that it is a registered, active VAT taxpayer and is not a small taxpayer using the cashier method within the meaning of the VAT Act, and in event of any changes in this respect, the Contractor shall be obliged to immediately notify PTR thereof, otherwise it shall bear all negative financial consequences related thereto.

## **9. ACCEPTANCE OF THE ORDER, ORDER COMPLETION**

- (a) The Order shall be deemed completed when a final acceptance protocol is signed without reservations by PTR's representatives indicated in the Order.
- (b) If the Order is executed in stages, partial acceptances shall be made by PTR after the Contractor completes a given stage, and the Parties shall draw up a partial acceptance protocol from the acceptance activities. When all the works are completed, a final acceptance protocol shall be drawn up. The purpose of the partial acceptance serves only to establish the progress of the work, in order to enable the Parties to make partial settlements; the partial acceptance protocol does not constitute a receipt within the meaning of the civil law, and its signature by PTR is not equivalent to the expiry of the obligations within the scope covered by the partial acceptance. The final acceptance shall include a quality inspection of also the work that was covered by earlier partial acceptances. The warranty and guarantee period as well as any other periods, whose commencement is related to the acceptance of the object of the Order, shall be calculated from the date of the final acceptance.
- (c) For acceptance of the work or a particular stage of the work, the Contractor shall inform PTR of the planned date of readiness for acceptance 2 days prior to the scheduled date of completion. PTR shall have 5 working days to perform the acceptance activities.
- (d) Following the acceptance activities, PTR will either approve and accept the completed work or refuse to accept the work and submit its comments or objections to the Contractor. If PTR submits comments or objections, the Contractor shall be entitled to a period of 7 days to respond to PTR's comments and objections, to make any corrections and to re-notify PTR of its readiness for acceptance in accordance with letter (c) above.
- (e) PTR shall have the right to return to the Contractor, at the Contractor's cost and risk, every item delivered without prior notification or delivered before or after the date indicated in the delivery notification or to charge the Contractor with storage costs in such a situation. The risk of damage or loss to the goods shall be incurred by the Contractor.

## 10. QUALITY WARRANTY AND GUARANTEE

- (a) The Contractor guarantees PTR that the subject of the Order shall be properly executed, and according to the provisions of the Order, it shall be free from defects and faults and shall be executed in accordance with technical documentation and relevant legal regulations and standards. In addition, the Contractor guarantees PTR that all materials and equipment provided by it for the needs of the Order shall be new, consistent with the Order and suitable for their intended use. Unless the Order provides otherwise, in the event that during the 36-month period counting from the date of signing the final acceptance protocol without reservations any defect / fault in the works, materials or equipment constituting the object of the Order occurs that is in breach of the above guarantees, the Contractor, after receiving a written notification on the occurrence of such defect / fault, shall immediately undertake actions and provide materials and equipment necessary to remove the defect / fault, bringing the subject of the Order to full compliance with the above guarantees, without charging PTR with additional costs. This provision shall also apply if objections are raised by a competent supervisory authority in connection with improper (defective) functioning of the object of the Order during inspections, controls or surveys.
- (b) PTR may require financial guarantees from the Contractor to secure proper removal of defects and faults.
- (c) Notices concerning claims under the guarantee shall be submitted by PTR to the Contractor in writing, by e-mail or fax. The Contractor is obliged to rectify the defect within 5 days from receipt of the notification referred to above. The deadline for rectifying the defect / fault shall not exceed 5 days, unless the Parties agree in writing on a different deadline. The repair shall be performed at the place of execution of the works constituting the object of the Order, unless the Parties agree otherwise. Disassembly and transport shall be carried out at the expense and risk of the Contractor. In particular, the Contractor shall in such case be obliged to collect the disassembled item at its own expense from PTR's berth or any other place indicated by PTR.
- (d) In the event of defects / faults which significantly affect PTR's ability to use the item for the intended purpose of the object of the Order, PTR shall be entitled to issue a notification requesting that the defect / fault be rectified immediately. Immediately rectified shall mean arrival of the Contractor's representative within 48 hours from the notification in order to determine the scope of activities necessary to remove the defect / fault and their execution within a period not exceeding 3 days, unless a longer term is required due to technological reasons, in particular the need to provide spare parts. In this case, the deadline will be set by PTR taking these circumstances into account.
- (e) If, in the performance of its warranty obligations, the Contractor removes defects / faults or provides materials and equipment free of defects, the warranty period for work performed to remove defects / faults and for the repaired or supplied replacement materials and equipment shall run anew from the date of removing the defects / faults or supplying the free from defects materials and equipment, confirmed by a protocol of acceptance of the rectification of defects / faults signed by both Parties, without objection on the part of PTR.
- (f) If after receiving a written notice, the Contractor does not commence the removal of defects / faults within the time specified or if the Contractor fails to properly remove the defects / faults within the time specified, PTR shall be entitled to remove the defects / faults on its own and to charge the Contractor with the costs of such removal or to order their removal by a third party, without prior court approval, at the expense and risk of the Contractor.
- (g) The warranty provided by the Contractor shall not exclude, limit nor suspend PTR's rights resulting from guarantee regulations according to provisions of Civil Law. The remaining scope of liability of the Contractor related to warranty and guarantee is regulated by applicable legal regulations.

## 11. LIABILITY

- (a) Except as indicated in the Order or GCC, PTR shall not be liable for damages suffered by the Contractor, its employees or persons engaged by the Contractor to execute the Order, related to or resulting from Order execution, regardless of the legal relationship between them and the

Contractor, subcontractors or other third parties the Contractor engages during the Order execution (including environmental, property and personal damage), regardless of whether such damages result from non-performance or improper performance of the Order by PTR or from wrongful acts, or caused by Force Majeure, actions or omissions of third parties, unless such damages are caused by willful misconduct or gross negligence of PTR. Whenever this paragraph refers to liability for damages, it is also understood as an obligation to compensate for damages and to pay the annuities referred to in art. 446 of the Polish Civil Code.

- (b) Within the scope indicated in letter (a) above, the Contractor shall be obliged to use all possible legal and actual measures in order to protect PTR, as well as to protect it against claims, in particular to satisfy claims against PTR, indemnify it and to rectify all damages and to reimburse expenses (including remuneration and costs related to legal assistance) incurred by PTR in preparing for legal defence and while defending against such claims, as well as to reimburse the amount of compensation or expenses of PTR, related to compensation for damages or annuities referred to in art. 446 of the Polish Civil Code. The Contractor's obligation specified in this section does not apply only if, PTR's liability results from its willful misconduct or gross negligence. At PTR's request, the Contractor shall, within its abilities - at PTR's discretion: join an ongoing legal proceeding or substitute PTR and exempt it from participation in such a proceeding.
- (c) If PTR has to settle a dispute related to the Order with any third party, the Contractor undertakes, at PTR's request, to provide PTR with non-financial support in and out of court proceedings, and if necessary, at the discretion of the Contractor, join the proceeding.
- (d) In case of improper performance of the subject matter of the Order, including obtaining incorrect parameters (acceptance or concealment thereof), the Contractor shall be liable for damages caused by the use of equipment with physical or legal defects.
- (e) The Contractor shall be liable for damages resulting from any delay, loss or damages caused by improper marking, packaging or identification of the shipment.
- (f) The Contractor shall indemnify and hold PTR harmless from any liability arising from any third party claims made under patent, copyright, licence, trademarks, industrial design or utility model, in relation to goods, parts and materials supplied.

## **12. CONTRACTUAL PENALTIES**

- (a) In addition to cases indicated in the Order or GCC, PTR shall be entitled to demand payment of a contractual penalty from the Contractor in case of:
  - i. if the Order is executed in stages - a delay in the execution of a particular stage of the Order - in the amount of 0.5% of net remuneration due for that stage of the Order for each commenced day, however, no longer than until the day set for completion of the Order;
  - ii. a delay in completion of the Order with regard to the agreed completion date - in the amount of 0.5% of the Order Value for each commenced day exceeding the agreed date;
  - iii. delay in removal of defects identified upon signing of acceptance protocol or during the warranty or guarantee period - in the amount of 0.5% of the Order Value for each day of the delay, calculated from the deadline indicated by the Ordering Party for removal of defects;
  - iv. cancellation of the Order by PTR in cases referred to in section 13 letters (a), (b) or (e) - in the amount of 10% of the Order Value.
- (b) The maximum amount of contractual penalty calculated under this Section 12 shall not exceed:
  - i. 50% of the Order Value - if the value is lower than PLN 100,000.00 (in words: one hundred thousand 00/100 Polish zloty), and
  - ii. 30% of the Order Value - if the value is at least 100,000.00 PLN (in words: one hundred thousand 00/100 Polish zloty).
- (c) Contractual penalties shall be due within 7 days from receipt of demand for payment. PTR has the

right to deduct the contractual penalties from the due amounts of the Contractor resulting from the Order or from other due amounts of the Contractor.

- (d) The Contractor's obligation to pay contractual penalties shall remain independent of both the amount of damage suffered by PTR and of the occurrence of damages, including the possible lack of damage.
- (e) Claims for contractual penalties shall be covered first from the remuneration due to the Contractor, and then from the performance bond (if any), to which the Contractor hereby consents.
- (f) If any contractual penalties stipulated anywhere in the Order or in the GCC do not cover damage incurred by PTR, PTR shall be entitled to claim additional compensation on general terms, as well as compensation for non-performance or improper performance of the Order, for which contractual penalties have not been stipulated, on general terms.

### **13. ORDER CANCELLATION AND TERMINATION**

Notwithstanding any other rights under the Order or the GCC, PTR shall have the following rights:

- (a) The Contractor's breach of any of the terms of the Order or the GCC may constitute grounds for PTR to cancel the Order due to the Contractor's fault, with immediate effect or with notice of cancellation without additional time to remedy the breach. PTR's cancellation from the Order may, at its discretion, concern the entire Order or as to any part thereof, in which case, the cancellation will apply only to that part.
- (b) PTR can cancel the Order due to the Contractor's fault, with immediate effect, without granting additional time to remedy the breaches, in the event that the Contractor is at the risk of insolvency or if a petition for bankruptcy or composition proceedings has been filed against the Contractor or if the Contractor goes into liquidation or if the Contractor has lost authorisations necessary to perform the services under the Order.
- (c) Notwithstanding the rights described in letters (a) and (b) above, PTR shall be entitled to cancel the Order at any time, with immediate effect or with an indication of the date of cancellation, as to any part that has not yet been performed.
- (d) PTR's right to cancel referred to in letters (a) – (c) above may be exercised no later than three months after the date scheduled for completion of the Order, or, in the case of cancellation referred to in letter (c) above, within half of the period provided for completion of the Order.
- (e) PTR reserves the right to cancel the Order for reasons due to the fault of the Contractor, with immediate effect and without setting an additional time limit for remedying breaches, in the event of discovery of occurrence of corruption in the conclusion or execution of the Order in question. The right to cancel referred to in this section may be exercised within 12 months after PTR becomes aware of the existence of the aforementioned grounds for cancellation, but no later than 6 months after the date provided for completion of the Order.
- (f) If PTR cancels the Order with no fault of the Contractor, PTR shall reimburse the Contractor the costs justified and confirmed by appropriate documents, incurred by the Contractor directly as a result of the cancellation of the Order.
- (g) If the cancellation of the Order or any part thereof is due to the Contractor's fault, PTR shall, upon completion of the works falling within the scope of the Order, be entitled to charge the Contractor with all costs incurred in connection with the completion of the works to the extent that they exceed the part of the remuneration not paid by PTR to the Contractor as a result of the cancellation of the Order. For this purpose, PTR shall be entitled to withhold all payments to the Contractor until the final completion and settlement of the works. If the cancellation of the Order applies only to a portion of unperformed works, the actions set forth in this section shall apply only to that portion.
- (h) If the completed subject matter of the Order for reasons for which the Contractor is responsible does not comply with the agreed schedule, PTR may demand that a written remedial plan is submitted, and the Contractor, after the plan is accepted by PTR, shall take corrective measures

necessary to improve the progress of the work, without charging PTR additional costs on this account. If the Contractor fails to submit a remedial plan, or despite submission of a remedial plan, the Contractor's delay to date is so extensive that it is unlikely that the Contractor, despite implementation of corrective measures, will be able to complete the subject matter of the Order within the agreed deadline - particularly if completion of the Order after the deadline would not be significant for PTR - PTR shall be entitled to cancel the Order, at its own discretion, in whole or in part.

- (i) In the event that PTR cancels the Order or any part thereof, the Contractor shall be entitled only to remuneration for the work performed up to the cancellation date, in an amount calculated in proportion to the level of progress of the work confirmed by a progress report signed without reservations by PTR. The Parties shall proceed to an inventory of the completed work no later than within 7 days from the cancellation. The protocol of the progress of work shall be drawn up by the Parties no later than on the day of cancellation. If the Contractor fails to make the inventory until the deadline specified, PTR shall be entitled to unilaterally draw up a work progress protocol, which shall be binding on both Parties.
- (j) Cancellation of the Order shall not affect PTR's ability to claim the stipulated contractual penalties and damages.
- (k) Any deviations from the agreed terms and conditions, as well as the absence of relevant documents, may constitute grounds for refusal to accept service or return the object of the service at the Contractor's expense, and the Order shall be deemed not to have been fulfilled.
- (l) All design documentation accepted by PTR for settlement and prepared up to the date of delivery of the notice of cancellation of the Order to the Contractor (whether in preparation or already completed) shall be the property of PTR. The copyright in such unfinished documentation shall be transferred to PTR to the extent and in the fields of exploitation indicated in the GCC in section concerning copyrights, no later than at the time of their transfer to PTR.
- (m) Unless otherwise provided in the Order or the GCC, the contractual right to cancel the Order shall be exercised no later than within 3 months from the date on which the cause for the cancellation occurred.
- (n) The above provisions shall not exclude PTR's rights under generally applicable law.
- (o) In the event of provision of services, PTR shall be entitled to terminate the Order without cause upon 2 weeks' notice.

#### **14. INSURANCE**

- (a) The following insurance requirements shall apply, provided that no other insurance requirements are included in the Order.
- (b) The Contractor shall provide and maintain continuity of insurance for the entire duration of the Order, at its own expense and within the following scope:
  - i. Third party liability insurance in connection with the conducted business activity and employer's liability insurance with a limit of not less than PLN 1 million (one million) for one and all events during the insurance period.
- (c) The Contractor shall provide the Ordering Party with evidence of insurance coverage in the form of a photocopy of a certificate or note of coverage certified as true copy prior to commencement of the Order.
- (d) At any request from the Ordering Party, the Contractor shall provide evidence of compliance with the terms and conditions of the insurance policies/contracts throughout the term of the Order, including evidence of payment of premiums (statement from the insurer that the premium has been paid or that the premium is not in arrears). The Contractor shall also provide an up-to-date version, certificate or note of coverage in the event of any change occurring during the term of the Order. In the event that the premium is payable in instalments, the Contractor shall be obligated to provide

confirmation of payment of each instalment.

- (e) The Contractor shall bear the costs of any deductibles, exclusions, exceptions or limitations applicable to the policies concluded to the extent in which they relate to risks and liabilities for which Contractor is liable under the terms of the Order.
- (f) The Contractor's failure to comply with any of the insurance requirements set out above shall constitute a material breach of the terms of the Order.

## **15. FORCE MAJEURE**

- (a) Neither Party shall be liable for untimely or improper performance of its obligations if the reason for the untimely or improper performance of obligations is caused by force majeure. By force majeure the Parties understand extraordinary events, independent of the Parties' will, which could not have been foreseen at the time of concluding the Order and the occurrence of which could not have been prevented by economically justified means, i.e. in particular: flood, fire, hurricane, earthquake, state of epidemic, state of epidemiological risk, state of natural disaster, state of emergency, downtime caused by the introduction of restrictions or measures taken in connection with or for the purpose of counteracting phenomena recognised by the World Health Organisation or government authorities as a pandemic or epidemic (including those relating to COVID-19, SARS-CoV-2 virus or its mutation). Force majeure shall not include downtime caused by disputes between the Contractor and any individual, group or organisation, legal entity or other organisational unit, e.g. strikes, demonstrations, etc.
- (b) The affected Party shall immediately notify the other Party of the occurrence, expected duration, proposed course of action and cessation of force majeure.
- (c) The Parties shall agree on new terms for the performance of the Order, including in particular an appropriate postponement of the completion date, immediately after the cessation of force majeure.
- (d) If force majeure or its effects last longer than 60 days, the Parties shall have the right to terminate the Order by giving 2 weeks' notice. A declaration on termination of the Order by notice shall be made in writing or in an electronic form, bearing a secure electronic signature verified by a valid, qualified certificate, otherwise being null and void. Neither Party shall be entitled to claim any compensation from the other Party for damage caused by force majeure.

## **16. ENVIRONMENTAL PROTECTION**

- (a) The Contractor declares that it complies with applicable laws on broadly-defined environmental protection, in particular with regard to obtaining necessary permits, providing notifications and submitting information, as well as respecting restrictions on the use of the environment, including, in particular, those resulting from appropriate waste management. In addition, the Contractor declares that it carries out its activities in a sustainable manner and takes measures to reduce the negative impact of its activities on the environment.
- (b) If during the performance of the Order waste is generated, then:
  - i. The Contractor shall be the waste producer with respect to all types and quantities of waste that will be generated as a result of the completion of the Order, except as specified in the GCC and the Order.
  - ii. PTR shall be the waste producer in case scrap steel and non-ferrous metals, which will be produced from PTR's property as a result of the completion of the Order. The Contractor shall be obliged to collect and transport the waste to a location indicated by PTR.
  - iii. If the works are performed on PTR's property, PTR shall remain a producer of municipal waste. The Contractor shall be obliged to collect and transport the waste indicated above to a location indicated by PTR.

- iv. The Contractor declares that it has the required waste management authorisations and permits, appropriate to the subject matter and location of performance of the Order, to enable timely commencement and full completion of the work under the Order. The Contractor may use subcontractors for the fulfilment of the requirement referred to in the preceding sentence with respect to individual phases of waste management. Upon PTR's request, the Contractor shall submit copies of its decisions and permits concerning waste management.
- v. Waste shall be collected at the point of its generation in its own bulk packaging (e.g. bags, big-bags, boxes, containers etc.) or in packaging received from PTR. Waste may be stored solely in places indicated by PTR. After completing works on the platforms, the Contractor shall hand over the waste over to warehousemen, who will mark it properly and prepare it for transport to PTR's land base. The Contractor shall fill in the cargo list together with a warehouseman. Immediately after transporting the waste to PTR's land base, the Contractor will be notified of the possible date of the waste collection. The Contractor is obliged to collect the waste it produces with its own means of transport from PTR's land base, within the time limit agreed with PTR (however, no later than 3 working days from receipt of the information). In order to collect waste, the Contractor shall make prior arrangements with PTR's representative - Tomasz Wołoszyn (mob.: +48 500-140-804; e-mail: tomasz.woloszyn@orlen.pl) or a person substituting him - concerning the planned date of entry to PTR's land base and shall provide the name of the person who will collect the waste on behalf of the Contractor. Before collecting waste from PTR's land base, the Contractor is obliged to fill in the OM document (specifying the types and quantities of waste).
- vi. The Contractor shall ensure, through appropriate use of materials, devices and equipment, prevention of waste generation and waste mixing, as well as limitation of its quantity. In particular, it is unacceptable to collect waste in a non-selective manner, to leave it outside the designated areas and to leave it unsecured at the place where the work is performed, to introduce waste and residues from chemical substances and preparations into sewage systems, wash vehicles and machinery on the premises of PTR, use waters in a manner inconsistent with its intended use, conduct business activities in a manner that makes it possible to pollute the sea or water in the Martwa Wisła canal. In the event of possible spillage of hazardous substances into the environment (e.g. oils, detergents), the Contractor shall be obliged to provide appropriate sorbents and neutralisers on its own.
- vii. The Contractor shall hand over the waste for storage, recycling or disposal only to entities holding a permit from a competent authority to conduct waste management activities, unless such activities do not require a permit. The Contractor shall inform PTR about the need to remove waste prior to removing it from the platform or from any other possible locations on PTR's premises.
- viii. In the event that PTR is charged with any sanctions for the Contractor's non-compliance with waste management regulations or the foregoing provisions, the Contractor shall immediately reimburse all the documented costs or expenses incurred by PTR in connection therewith.
- ix. In the event that the Contractor, despite a written request to remove irregularities or infringements, continues to violate any of the provisions contained above or regulations applicable at PTR's premises, which it is obliged to observe, PTR, regardless of the magnitude, severity, duration and effect of such violation, without prejudice to the entitlements with respect to provisions concerning termination or cancellation of the Order, may, at its own discretion, collect the waste itself, within the scope of its powers, or entrust the waste collection to authorised entities selected by it, to the Contractor's benefit and at the Contractor's risk and cost.

## **17. SAFETY REGULATIONS**

- (a) During the execution of the Order the Contractor, in addition to the generally applicable safety regulations, is obliged to familiarize itself with and apply the current PTR regulations in effect at its

premises, including in particular the "Safety" document, available at:

<https://petrobaltic.orden.pl/en/About-us/our-standards/documents-and-certificates>

- (b) If the object of the Order is the performance of underwater work, the Contractor is the organiser of underwater work and undertakes to perform all duties associated with this status.

#### **18. SPECIAL PROVISIONS CONCERNING THE EXECUTION OF AN ORDER ON THE PLATFORM**

- (a) During the Order's execution, the Contractor is obliged to cooperate with other entities working on the platform in a manner allowing way uninterrupted use of the platform by PTR, and, at the same time, uninterrupted performance of work by all entities working on the platform.
- (b) If the Order is to be executed on the platform, the Contractor must have either spare equipment or the ability to repair the equipment on the platform in the event of failure of equipment used in the performance of the subject of the Order, in order to ensure the timely performance of the Order.
- (c) The Contractor is obliged to provide packaging suitable for sea conditions when transporting equipment and materials to the platform.
- (d) The Contractor shall deliver the elements necessary to perform the Order to PTR's seat at its own cost and risk in packaging suitable for transport to the platform in sea conditions, securing the Order's object from damage and/or in packaging adjusted to the storage conditions available at PTR's premises, in the event the subject of the Order is to be stored by PTR prior to being transported to the platform; PTR shall provide horizontal and vertical transport of the tools during unloading and loading on platforms used by PTR.
- (e) PTR shall provide transportation of Contractor's tools, equipment and materials from PTR's berth (or any other place indicated by PTR) to the platform and back; unloading of tools, equipment and materials on the platform as well as vertical and horizontal transportation of tools, equipment and materials on the platform.
- (f) PTR shall provide transport of the Contractor's employees and persons performing work on its behalf from the place indicated by PTR (i.e. PTR's berth or berth in the city of Władysławowo) to the platform and back.
- (g) PTR provides accommodation and boarding during the stay on the platform for such an amount of the Contractor's employees and persons performing work on its behalf as indicated in the Order.
- (h) PTR shall provide occupational health and safety training to the Contractor's employees and to persons working on its behalf before departure to the platform, and within the scope related to performance of the work on the platform.
- (i) PTR shall be liable for damage or loss of the Contractor's tools, equipment and materials during transportation to or from the platform, only if the damage is solely attributable to PTR. PTR's liability is limited to the average market value of the damaged or lost tools, materials or equipment.
- (j) If the subject of the Order is related to delivery of goods to the platform by the Contractor, and the object of the Order is stored by PTR prior to being transported to the platform as part of execution of the Order by the Contractor, the Contractor shall be entitled to submit a written request for inspection of the object of the Order before its loading onto a means of transport 2 days before the date set by PTR for departure to the platform. The inspection carried out with the participation of both Parties shall be accompanied by a written report of the inspection, in which the Parties shall confirm the condition of the object of the Order. Should the Contractor fail to exercise its right to conduct a visual inspection, the Parties shall deem that the Contractor does not raise any objections as to the condition of the object of the Order.

#### **19. SPECIAL PROVISIONS CONCERNING LEASE OF MOVEABLE PROPERTY**

- (a) PTR undertakes to use the object of the lease according to its intended purpose described in the

Order.

- (b) The Contractor declares that the object of the lease is not encumbered by third party rights that would hinder or prevent performance of the Order.
- (c) PTR is entitled to sublet the object of the lease or to provide it to third parties belonging to its capital group for use free of charge. In other cases, the subletting or provision to third parties for use free of charge of the object of the lease shall require the Contractor's prior written consent.
- (d) The Contractor undertakes to provide the object of the lease to PTR in a condition suitable for the agreed use and to maintain it in such condition throughout the term of the lease. If it is necessary to repair an item, which under an act, the Order or the GCC is the Contractor's responsibility, such repair shall be carried out no later than within 5 working days from PTR's notification of the defect. If the Contractor fails to repair the defect within the aforementioned period, PTR shall be entitled to entrust its removal to a third party at the Contractor's expense and risk.
- (e) PTR shall inform the Contractor of the need for minor repairs to the object of the Order, indicating the scope of the planned repair. The Contractor shall not be entitled to any claims arising from defective repair of the object of the Order, provided that it has been informed by PTR in accordance with the provisions of the preceding sentence and has not objected to PTR performing the repair.
- (f) The Contractor agrees to immediately rectify, at its own expense, defects in the leased object, if such defects prevent the use of the leased object in accordance with the Order. The warranty and guarantee provisions shall apply accordingly.
- (g) PTR shall not be obliged to pay rent for the period during which the leased object was unfit for use in accordance with the purpose of the Order and its intended use; as well as for the period necessary to repair the leased item.
- (h) In the event that PTR is in default in payment of the remuneration (rent), the Contractor may terminate the Order after prior, ineffective demand for payment, which shall be null and void unless made in writing, and delivered to PTR by return receipt, with a deadline for payment of not less than 14 days.
- (i) The object of the lease shall be handed over and returned at PTR's registered office. A protocol shall be drawn up concerning the hand over. Relevant provisions of the GCC concerning the final acceptance protocol shall apply to the hand-over protocol. The handover and return of the leased property shall take place at PTR's premises. A handover protocol shall be drawn up for these activities. The provisions of the T&Cs regarding the final acceptance protocol shall apply to the handover protocol accordingly.
- (j) If PTR improves the object of the Order, the Contractor shall retain the improvements against payment of a sum equivalent to their value at the time of return.
- (k) In the event of loss or above-normal wear and tear of the leased object, PTR shall be charged with the economically reasonable costs of repair or lump sum compensation for the loss of the leased object up to the amount indicated in the Order, which shall exhaust the Contractor's claims in this respect.

## **20. CONFIDENTIALITY**

- (a) The Parties are obliged, both during the term of the Order and after its completion, to keep confidential the contents of the Order and all technical, technological, economic, financial, commercial, legal, organisational and any other information concerning PTR, ORLEN Petrobaltic S.A. Capital Group or its contractors, which has not been disclosed to the public, but was obtained under or in connection with the performance of the Order, regardless of the form of disclosure and the source of such information (hereinafter referred to as "Confidential Information"). Disclosure of the Confidential Information is possible only after obtaining prior consent of the other Party, issued under the pain of nullity in writing or in an electronic form, bearing a secure electronic signature verified by a valid, qualified certificate, unless the obligation to disclose Confidential Information

arises under applicable laws. The receiving Party shall be liable for compliance with the confidentiality rules by the persons to whom Confidential Information has been disclosed as for its own act and omission.

- (b) Such information may be disclosed only to those employees of the Contractor, who must obtain access to it in order to fulfil the obligations under the Order and provided that such persons are required to maintain confidentiality to the extent specified in the Order. The Contractor shall be liable for any breach of confidentiality by such persons.
- (c) In the event of violation of the provisions referred to in letters (a) and (b) above, the Contractor undertakes to pay a contractual penalty in the amount of PLN 50,000.00 (say: fifty thousand 00/100 Polish zloty) for each violation. Notwithstanding the foregoing, in the event of damage exceeding the amount of the contractual penalty, PTR reserves the right to claim compensation in the full amount under general terms and conditions.

## **21. INSPECTIONS AT THE CONTRACTOR'S PREMISES**

- (a) Taking into account the quality of performance of the Order, safety of work, environmental protection and corporate social responsibility standards, PTR reserves the right to conduct audits at the Contractor's premises within the scope constituting the Order's object. The Contractor shall take into account any comments or objections raised by PTR as a result of the inspections, provided that they do not lead to a fundamental change of the subject matter of the Order.
- (b) PTR holds an Integrated Management System certificate which covers requirements of ISO 9001, ISO 14001 and ISO 45001 standards. Therefore, PTR reserves the right to conduct audits at the Contractor's premises regarding compliance with requirements of the aforementioned standards in the area related to the performance of the Order.
- (c) The aforementioned activities are aimed at assessing compliance with requirements set forth in the contract documents and other documents submitted for use, as well as relevant laws, norms and standards applicable to the performance of the Order.

## **22. REFERENCES AND ADVERTISING**

The Contractor shall not be entitled, without prior written consent of PTR, to use the materials and information on the cooperation, in particular for reference or advertising purposes. The Contractor shall not have the right to use the logo, trademark or other designation of the Ordering Party, unless the Ordering Party has authorized it to do so.

## **23. RULES AND STANDARDS OF CONDUCT**

- (a) The Contractor is obliged to comply with the rules and standards of conduct currently applicable at PTR's premises, in particular those concerning occupational safety and fire prevention, made available or provided by a person authorised by PTR to the Contractor or to a contact person authorised by the Contractor.
- (b) The rules and standards of conduct applicable at PTR's premises shall be made available to the Contractor via PTR's contact person indicated in the Order.
- (c) The Parties agree that all notifications and correspondence concerning rules and standards applicable at PTR's premises sent to the e-mail address indicated in the Order shall be deemed as delivered, and the Contractor shall not be entitled to claim lack of knowledge of the content of current rules and standards of conduct.
- (d) Changes to the documents concerning rules and standards applicable at PTR's premises shall become effective on the date of transmittal according to the rules described above. The Contractor shall ensure compliance with the rules and standards by the persons performing work on its behalf.

## 24. CODE OF CONDUCT, CODE OF ETHICS, ANTI-CORRUPTION AND SANCTIONS CLAUSES

- (a) The Ordering Party, as a company of the ORLEN Capital Group, conducts its business with a sense of responsibility for the consequences of its actions and applies uniform standards in evaluating the ethical conduct of employees and third parties, respect for human rights, observance of labor rights and respect for the environment.

The Ordering Party, as a company of the ORLEN Capital Group, is committed to respecting human rights throughout the entire value chain presented in its business activities. In the spirit of social responsibility for the whole of collective life and out of concern for the common good, the Ordering Party, as a company of the ORLEN Capital Group, undertakes actions related to ensuring compliance with laws and regulations in its operations, including international principles taking into account the concept of Corporate Social Responsibility (CSR). The Ordering Party undertakes activities related to the formation of proper economic and social relations.

The Ordering Party as a company of ORLEN Capital Group in its activities strives to create a work environment based on mutual respect and tolerance. The Ordering Party ensures protection of personal data and discretion to all persons who decide to report suspected violations of the ORLEN Capital Group principles expressed in the "ORLEN Capital Group Code of Ethics" or other regulations related to the concept of Corporate Social Responsibility implemented and applied by the Capital Group companies.

"ORLEN Capital Group Code of Ethics" is available at:

<https://petrobaltic.orlen.pl/en/About-us/our-standards/code-of-ethics>

- (b) The Contractor declares that it has familiarized itself with the below mentioned documents, has their copies and undertakes to apply and comply with them in cooperation with the Ordering Party. Furthermore, the Contractor shall familiarize its subcontractors and Contractor's personnel with these documents:

- i "Code of Conduct for ORLEN CG Suppliers" - available at:

[Code of Conduct for Suppliers | ORLEN.](#)

- ii. "Anti-Corruption Clause" - available at:

<https://petrobaltic.orlen.pl/en/About-us/our-standards/documents-and-certificates>

- iii. "Sanctions Clauses" - available at:

<https://petrobaltic.orlen.pl/en/About-us/our-standards/documents-and-certificates>

## 25. COPYRIGHTS

- (a) If, as part of the Order's execution, the Contractor creates a work covered by copyright laws (hereinafter referred to as "Work"), the Contractor shall, as part of the remuneration specified in the Order, transfer to PTR upon creation of the Work all copyright and related rights in any Work delivered under the Order, together with the exclusive right to exercise and permit the exercise of dependent copyright.
- (b) The Contractor declares and warrants that it shall hold full economic copyright to the Work delivered under the Order. By Work, the Parties understand, in particular, technical documentation, final studies, reports, information, analyses, scenarios, opinions, evaluations constituting works within the meaning of applicable copyright laws, received by PTR on the basis of a document confirming partial or final completion of the Order, as well as in case of termination or cancellation of the Order, transferred to PTR by the date of termination or submission of notice of cancellation of the Order in accordance with a work progress report.
- (c) The Contractor declares and warrants that the Work shall not infringe on the copyrights and moral rights and any other rights of third parties and that its copyrights to the Work will not be restricted

within the scope of the Order.

- (d) The Contractor shall be fully liable for damages resulting from ineffective or defective acquisition of rights to the Work from third parties or from acquisition of rights to the Work encumbered by rights of third parties, as well as from ineffective or defective transfer of rights to PTR. If any legal defects, encumbrances or claims of third parties become apparent after the date referred to in letter (a) above, the Contractor shall indemnify PTR against all related claims of third parties, compensate PTR for any damage caused to PTR due to such defects, encumbrances or claims, and furthermore, if requested by PTR, make a public statement to that effect.
- (e) Transfer of copyrights and related rights referred to in letters (a) and (b) above shall take place to the full extent permitted under the Act of 4<sup>th</sup> February 1994 on copyright and related rights in all fields of exploitation known on the date of conclusion of the Order, in particular:
  - i. recording by means of any technique, including but not limited to printing, on photographic material, on magnetic tape, on floppy disk, digitally;
  - ii. multiplication by any technique, including but not limited to printing on photographic material, on magnetic tape, on floppy disk, digitally;
  - iii. marketing;
  - iv. Introduction into computer memory and into a computer and/or multimedia network;
  - v. making the work available to the public in such a way that everyone can access it in a place and at a time of their own choice (e.g. on the Internet);
  - vi. making its content available to other entities;
  - vii. broadcasting via wire or wireless vision and/or audio via a terrestrial station;
  - viii. broadcasting via satellite;
  - ix. simultaneous and integral broadcast (rebroadcast) of the Work.
- (f) The transfer of rights referred to in letters (a) and (b) above is not limited territorially.
- (g) The Contractor authorises PTR to use the Work in its entirety as well as in any parts for the purposes of promotion or advertising (within the scope of the fields of exploitation referred to in letter (e) above for posters, photography, radio or television advertising and internet advertising).
- (h) PTR is entitled to use and dispose of fragments of the subject Work to the extent of the fields of exploitation specified in letter (e) above.
- (i) The Contractor authorizes PTR to exercise its moral rights on behalf of the author of the Work, and in particular to:
  - i. decide on the integrity of the content and form,
  - ii. decide on the control over the use of the Works.
- (j) Upon acceptance of the Work, the Contractor transfers to PTR, as part of the Contractor's remuneration referred to in the Order, the ownership of the copies (material media) on which the Work has been recorded.
- (k) PTR may distribute and publish materials or issue statements related to the Work without identifying in such materials and statements the authors of the Work.

## **26. PERSONAL DATA PROTECTION**

- (a) The Contractor declares that it processes personal data in accordance with Regulation 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: the GDPR) and generally applicable provisions of Polish law.

- (b) For the purpose of performing the Order, the Parties, as independent data controllers, shall share with each other the personal data of their representatives or agents indicated in the Order and other persons for the purpose of performing the Order, depending on the needs resulting from the provisions of the Order, including the following categories of data: identification data (e.g. first name and surname, Polish Citizen Identification Number [PESEL], Tax Identification Number [NIP], position), contact data (e.g. company e-mail address, company telephone number, place of performance of the work) and other data necessary for performance of the Order.
- (c) The Contractor undertakes to read the Ordering Party's Information Clause referred to in letter (e).
- (d) The Contractor undertakes to inform, at the latest within one month of the acquisition of the personal data or at the first communication with the data subject, the persons mentioned in letter (b) of the need to communicate their data for the purpose of the Order, and is obliged to fulfil, on behalf of the Contractor, the information obligation under Articles 12 – 14 of the GDPR, including informing them of the purpose and scope of the data transfer indicated in the Ordering Parts Information Clause referred to in letter (e) and of the source of acquisition of the personal data.
- (e) Information clauses of the Ordering Party:
  - i. ORLEN Petrobaltic S.A. information clause on the rules of personal data processing for representatives of business partners,
  - ii. ORLEN Petrobaltic S.A. information clause for a sole trader or partners in a civil law partnership who are a party to an agreement or persons appointed to contact or execute an agreement concluded with ORLEN Petrobaltic S.A.are available at: <https://petrobaltic.orken.pl/en/personal-data>
- (f) The Contractor, when performing the obligation referred to in letter (d), is obliged to indicate, as the Controller of the personal data, the relevant company belonging to ORLEN Petrobaltic S.A. Capital Group for which it performs the Order.
- (g) Each Party undertakes to secure the personal data by means of appropriate technical and organisational measures required by the applicable legal regulations on personal data protection, as well as to bear any and all liability for damage caused in connection with the processing of personal data.
- (h) If the activities performed on the basis of the Order by the other Party would exhaust the elements of entrusting the processing of personal data within the meaning of GDPR, the Controller of the personal data shall entrust the other Party to perform such processing on the basis of a separate agreement drawn up in accordance with the template in force in the ORLEN Group. The processing of personal data shall be processed exclusively for the purpose and to the extent necessary for the performance of the Order.

## **27. RULES OF THE PASS SYSTEM FOR EXTERNAL CONTRACTORS AT THE PTR PORT FACILITY**

In performing the Order, the Contractor (its subcontractors, Contractor's personnel) shall be obliged to familiarise itself with and apply the current PTR rules concerning the principles of operation of the pass system for movement of assets and movement of persons and motor vehicles within the port facility of ORLEN Petrobaltic S.A., available at:

<https://petrobaltic.orken.pl/en/About-us/our-standards/documents-and-certificates>

## **28. FINAL PROVISIONS**

- (a) Except as otherwise provided in the Order or GCC, all changes to the contents of the Order must be made, under pain of nullity, in writing or in an electronic form, bearing a secure electronic signature verified by a valid, qualified certificate.

- (b) The Parties are bound by Polish law, and the competent court for all disputes arising in connection with the Order is the court for the registered office of PTR.
- (c) This document is an annex to the Order and constitutes an integral part thereof. In case of any discrepancies or contradictions between the contents of a particular Order and GCC, the contents of the Order shall prevail.
- (d) The Contractor shall not assign the rights or obligations set forth in the Order without PTR's prior consent, which shall be null and void unless made in writing, and in particular shall not, without such consent, assign claims for payment of its remuneration or enter into a factoring agreement with respect to its obligations under the Order. Any transfer of rights or obligations set forth in the Order without PTR's consent, as referred to in the previous sentence, shall be ineffective against PTR. PTR shall be entitled to transfer the rights and obligations under the Order to ORLEN Group companies, to which the Contractor hereby consents.

*Valid from 01.02.2026*