GENERAL CONTRACT CONDITIONS FOR SPECIFIC TASK CONTRACTS, CONSTRUCTION WORK CONTRCTS AND CONTRACTS FOR SERVICES PROVIDED TO RAFINERIA GDAŃSKA SP. Z O. O.

1. EFFECTIVE SCOPE

1.1. These General Contact Conditions (GCC) shall apply to contracts entered into as Orders, the subject of which includes: execution of a work (including preparation of project documentation, expert opinions, etc.), execution of construction works as understood according to art. 647 of the Civil Law Code (including repair works), provision of services (including servicing and investor supervision services) by the Economic Operator for Rafineria Gdańska Sp. z o. o. with its registered main office in Gdańsk.

1.2. The GCC shall apply tall Economic Operators executing the Order.

1.3. Conditions different than the GCC, proposed by the Economic Operator, require a written (under the pain of nullity) approval of the Contracting Authority in each and every case, or an electronic approval provided with a secure electronic signature, verified using a valid, qualified certificate. If such conditions are not approved by the Contracting Authority, these GCC shall apply. Different conditions shall be valid and binding only in the case of a specific Order they are related to and may not be treated by the Economic Operator as agreed upon for other orders entered into with the Contracting Authority.

1.4. This document comprises an annex to and an integral part of the Order. The following order of priority shall apply if discrepancies between the stipulations of the GCC and other annexes to the Order exist:

a) The Order Document;
b) Different Conditions (if accepted as an annex to the Order),
c) Technical Standards (if they comprise an annex to the Order),
d) A detailed description of the Subject of the Order (if it comprises an annex to the Order),
e) GCC,
f) Declaration related to Sub-Contracting Agreement (if it comprises an annex to the Order),
g) Tender of the Economic Operator (if it comprises an annex to the Order).

2. DEFINITIONS

Words used in these General Contract Conditions shall have the meanings indicated below:

a) An **"Economic Operator"** is understood, respectively, as a service provider, an entity accepting an Order, a contract of construction Works, a contractor providing works.
b) The "**Order"** shall be understood an order including: provision of services, preparation of work or execution of construction works, as applicable. GCC stipulations applicable to an Order for provision of services shall apply as appropriate to specific task contracts, construction work contracts as understood according to art. 647 of the Civil Law Code.
c) **"Documentation"** is understood as documents created by the Economic Operator, required to execute the Works according to the Order r resulting from the execution of the Work which is understood to include, but not be limited to, construction project documentation, project execution documentation, as-built documentation, acceptance documentation drawings, specifications. This definition of Documentation does not include Technical Standards, defined below.
d) **"Technical documentation"** is understood as all documents, provided by the Contracting Authority, containing information and technical specifications necessary for the execution of the Work in accordance with the Order.

e) The "**Order Value"** shall be understood as the maximum, non-guaranteed net remuneration specified in the Order. If no maximum, non-guaranteed remuneration is indicated in the Order, the Order Value shall be equal to the total net lump sum of the remuneration, and if other remuneration elements are also included - to the sum of all elements of the net remuneration
of the Economic Operator indicated in the Order.
f) "**Works**" shall be understood in each and every case as the Subject of the given Order, including, respectively, construction Works, Services, Work Execution, preparation of Documentation, etc.).
g) "**Services**" – shall be understood in each and every case as the Subject of the given Order, including provision of services other than construction Works and Work Execution.
h) "**Works**" or "**Construction Works**" – shall be understood in each and every case as construction works according to art. 647 of the Civil Law Code,
i) "**Work Execution**" shall be understood as execution of a specific task contract according to the Civil Law Code.
j) The "**GCC**" shall be understood as these General Contract Conditions.
k) The "**Contracting Authority**" - shall be understood as Rafineria Gdańska Sp. z o. o., with its registered main office in Gdańsk, at ul. Elbląska 135, 80-718 Gdańsk, entered in the National Court Register, maintened by the District Court for Gdańsk-Północ, VII Commercial Divison, under entry No. KRS 000204527, Tax Identification Number (NIP) 583-285-03-90 Industry Identification Number (REGON) 193016830, Share capital PLN 154.500.000,00.
l) The "**Technical Standards**" – are understood as a set of standards listed in an annex to the Order.
m) The "**Protected Area**" is understood as the entire area of Rafineria Gdańska Sp. z o. o. and PKN ORLEN S. A. located in Gdańsk, at ul. Elbląska 135, ul. Benzynowa 34, ul. Michałki 25, including the industrial water supply in Przejazdowo.

3. SUB-CONTRACTING

3.1. General stipulations

a) If the Economic Operator intends to sub-contract the execution of the entire Order or a part thereof with third parties, such sub-contraction requires a prior written approval of the Contracting Authority. The same condition applies accordingly if a Sub-Contractor is changed during Order execution or if a further sub-contractor is engaged.
b) The Economic Operator shall be obliged to thoroughly select the sub-contractors from entities with the required experience and qualifications related to the execution of Works with similar nature and scale to the entrusted scope of Works.
c) The Economic Operator hereby guarantees that its sub-contractors shall fully comply with stipulations of the Order applicable to the part of Order executed by such sub-contractors.
d) The Economic Operator shall be responsible for actions or negligence of persons or entities it relies on in order to execute the Subject of the Order (sub-contractors) as for its own actions or negligence, regardless of the legal basis for such cooperation
e) The engagement of a sub-contractor (further sub-contractors) shall not exempt the Economic Operator from responsibility for due execution of the sub-contracted part of Works in any case. The Economic Operator shall be obliged to ensure continuous supervision over the execution of Works by the sub-contractors (further sub-contractors)

and shall be fully responsible for damage caused by their actions or negligence, as well as for the lack of execution or incorrect execution of the Order.

f) The Economic Operator shall be fully responsible for damage caused by faults in materials delivered by its suppliers or further suppliers for the purpose of Order execution.

g) The Economic Operator shall be fully responsible for payment of remuneration due to the sub-contractors and shall be obliged to make all payments due to the sub-contractors in a timely manner. If the Economic Operator does not meet its obligations indicated in the previous paragraph, this shall be considered to be a violation of Order conditions by the Economic Operator.

3.2. Construction Works

a) In the case of construction Works sub-contractors, to which Art. 647(1) of the Civil Law Code applies, the Economic Operator shall present the detailed subject of the Works to be executed by the sub-contractor to the Contracting Authority adequately in advance, including a detailed definition of the sub-contractor, containing its registry data and the remuneration due to such a sub-contractor according to the sub-contracting agreement. The notification shall be sent as a Sub-Contracting Agreement Declaration, comprising an Annex to the Order. If such a notification is not made or if the notification is incomplete and its formal deficits are not remedied within a deadline indicated by the Contracting Authority, this shall not result in a joint responsibility according to Art. 647 [1] of the Civil Law Code.

b) The Economic Operator hereby guarantees that each agreement entered into by the Economic Operator with a sub-contractor of construction works, to which art. 647(1) of the Civil Law Code applies, shall include stipulations presented in detail in the *Declaration of a Sub-Contracting Agreement*,

c) If, within 30 days after the Economic Operator presents the Contracting Authority with a Declaration of a sub-contracting Agreement, the Contracting Authority does not raise an objection against the execution of such Works by the sub-contractor, it shall be understood as an approval of entrusting the execution of such Works to the sub-contractor by the Contracting Authority,

d) The Economic Operator shall attach declarations of each of the sub-contractors it relied upon during Order Execution to the last invoice, and in the case of Works executed in stages - to invoices for individual stages of the Works, on lack of delayed payments due to the sub-contractors for execution of Works specified in the Order. If the Economic Operator did not rely on sub-contractor during the execution of Works described in the Order, it shall be obliged to attach a declaration stating that it executed the Works comprising the Subject of the Order alone, without participation of Sub-Contractors, to the last invoice. The day on which said declarations are delivered may be considered as the day on which the payment period of the Contracting Authority to the Economic Operator begins, related to the invoice issued by the Economic Operator. Such an action shall not be considered as a payment delay by the Economic Operator, or as unduly execution of the Order by the Contracting Authority. The Economic Operator shall not be entitled to claim any due statutory interests from such payments,

e) On each request of the Contracting Authority, the Economic Operator shall immediately send a current list of sub-contractors and the settlements with them, including at least information about the paid remuneration and remuneration remaining to be paid,

including payment deadlines divided into due, invoiced, non-due and other amounts to be invoiced by the sub-contractor,

f) Claims related to payment of the remuneration or a part thereof by the Contracting Authority, made by a sub-contractor of Works against the Contracting Authority on the basis of art. 647(1) of the Civil Law Code, caused by missing payments, which should have been made for such a sub-contractor by the party obliged to pay the due remuneration, may result in a payment for the Economic Operator being withheld by the Contracting Authority, within the scope equal to the amount covered by the claim of the sub-contractor, under the condition that the Economic Operator is previously informed about the withholding, until the validity of the claim of the sub-contractor is fully explained. This right of the Contracting Authority shall apply respectively to other information obtained by the Contracting Authority, regarding unpaid remuneration due to the Sub-Contractor.

g) The withholding of payments in cases provided for in ch. (d) and (f) above shall not be considered a delayed payment or as an incorrect execution of the Order by the Contracting Authority. The Economic Operator shall not be entitled to claim any due statutory interests from such payments. The payments indicated herein shall be made within 30 days after the Contracting Authority receives the full set of documents and clarification of the matter.

h) If the due remuneration of the sub-contractor of Works, which became due and has not been paid, has been determined in cases specified above, the Contracting Authority shall have the right, but shall not be obliged to, after enabling the Economic Operator to provide an opinion, to pay the remuneration due to the sub-contractor directly to the sub-contractor, on the basis of documents presented by such a sub-contractor. The remuneration payment made to the sub-contractor shall automatically decrease the total amount of the remuneration due to the Economic Operator for execution of the Order. If the remuneration is paid to the Economic Operator in instalments, the decrease shall apply to such instalments of the remuneration which are to be paid to the Economic Operator on days closed to the payment date of the remuneration of the sub-contractor, until the full decrease of the remuneration of the Economic Operator is accounted for. If necessary, the Economic Operator shall issue correcting invoice confirming the decrease of the remuneration.

i) If the Contracting Authority pays the remuneration due to a sub-contractor, the Economic Operator shall be obliged to reimburse, without a separate request to do so, the Contracting Authority the full amount paid by the Contracting Authority to the sub-contractors (further sub-contractors), including the due statutory interest for delay, from the remuneration payment day to the reimbursement payment date, unless the remuneration due to the Economic Operator is appropriately reduced before such a payment, according to the stipulation included in ch. (h) above.

j) The Economic Operator shall be obliged to inform the Contracting Authority about any and all disputes with sub-contractors (further sub-contractors) and about all other circumstances which may give rise to claims against the Contracting Authority,

k) If a legal action is undertaken by any of the sub-contractors (further sub-contractors) against the Contracting Authority, the Economic Operator – on request of the Contracting Authority – shall participate in the proceeding in the scope required to protect the rights and interests of the Contracting Authority against liability towards the Sub-Contractor (further Sub-Contractor). If remuneration is paid by the Economic Operator to the sub-

contractor (further sub-contractor), the Economic Operator, the sub-contractor (further sub-contractor) shall have no right of recourse towards the Contracting Authority. The Economic Operator shall be obliged to satisfy the full amount of debt resulting from reciprocate claims of the Contracting Authority including, in particular, court costs, enforcement costs,

l) If a consortium is the Economic Operator executing the Contract for Construction Works, each of the consortium members shall be jointly liable towards the Contracting Authority for obligations of other members of the consortium towards the sub-contractors, suppliers and service providers satisfied by the Contracting Authority.

The stipulations of paragraphs a-l shall apply respectively to further sub-contractors of construction Works, executing the Order according to sub-contracting agreements entered into by and between the Economic Operator and a further sub-contractor. The notifications of further sub-contractors indicated in paragraph a may be made by the Economic Operator (if such a notification can meet the requirements provided for in the GCC and in the effective regulations), a sub-contractor or a further sub-contractor.

4. ORDER EXECUTION

4.1. General stipulations

a) The Economic Operator shall execute the Order according to Order stipulations, in particular in conformity with the Documentation, Technical documentation and Technical Standards (if applicable), using proven engineering practices and maintaining conformity with the relevant legal regulations, technical standards and state-of-the-art technical knowledge, as well as its best experience.

b) During execution of the Order, the Economic Operator shall be obliged to cooperate with the Contracting Authority and with other economic operators of the Contracting Authority executing Works at the location of Order execution, such that all activities are effective and proceed without unnecessary delays,

c) The Order should be executed as a single operation, unless the contents of the Order provide for otherwise. Execution of the Order in stages which have not been provided for in the Order requires a change to the Order, to be made as an annex, made in writing under the pain of nullity, or in an electronic form provided with a secure electronic signature, verified using a valid, qualified certificate.

d) Technical documentation may be provided by the Contracting Authority if the Subject of the Order requires so, unless the Order provides for otherwise. The Economic Operator shall also be responsible for preparation of all workshop drawings required to execute the entrusted Works, after a prior agreement with the Contracting Authority,

e) The Economic Operator shall be responsible for notifying the representative of the Contracting Authority in writing about identified errors or incomplete information, including with respect to the Technical documentation related to the Order,

f) The Economic Operator shall provide all services, materials, tools and equipment required to execute the Order correctly, at its own expense. The Economic Operator shall, at its own expense and risk, ensure:

- delivery and assembly of equipment required for safe and complete execution of the Subject of the Order, including erection of scaffoldings such that health and safety requirements are met according to currently effective legal regulations and discipline-specific/technical standards;

- all temporary facilities, including locker rooms, as agreed with the Contracting Authority;
- Provide the adequate protective clothing/shoes, personal protection equipment, protective equipment and other health, safety and fire protection equipment as required according to legal regulations effective at the Protected Area.

g) If correct execution of the Order requires to do so, the Contracting Authority shall ensure the following according to conditions conforming to conditions effective at the Protected Area:
- access to locations, premises and equipment required to correctly execute the Subject of the Order;
- access to utilities, in particular to electricity, water, steam, compressed air;
- a pass for the duration of the Order, enabling entry of means of transportation of the Economic Operator onto the Protected Area in order to execute the Order.

4.2. Execution of deliveries and transport within the Order

a) If Order execution requires items to be transported, the Economic Operator shall be obliged to pack such items appropriately for the means of transportation used and for the loading and unloading equipment, unless other stipulations were included in the contents of the Order. A label should be affixed to the packaging, legible and permanent, containing the name and the address of the Contracting Authority, as well as the Order number assigned by the Contracting Authority and symbols indicating handling the package according to delivery and transport standards. Each element inside the package should be labelled in a manner enabling its full identification. If the transported items are packed inside multiple packagings, the Economic Operator shall be obliged to provide a detailed specification for each of the packagings, and a common specification attached to the delivery documentation.

b) Labelling of electric and electronic equipment and, if justified by the size or by the intended use of such equipment, of packaging for such equipment, should conform to legal regulations applicable to electric and electronic waste,

c) If correct execution of the Order requires atypical, hazardous, oversized, etc. items to be transported, the Economic Operator shall be responsible for agreeing upon detailed conditions related to packaging, labelling, delivery confirmation and acceptance of such items with the Contracting Authority. Additionally, the Economic Operator shall obtain, at its own expense and risk, all legally required transport permits, e.g. for transport of oversized items.

d) If correct execution of the Order requires items to be transported, the Economic Operator shall ensure transport to and from a location indicated by the Contracting authority, at its own cost and risk,

e) The following documents should be delivered together with the Order (regardless of documents used in settlements between the parties,): an invoice copy or a release/acceptance document, 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, current material safety data sheets, etc.),

f) The Economic Operator shall be obliged to keep copies of attestations issued for equipment used for a period of 2 years, and for equipment withdrawn from use - until the end of the withdrawal year. During the period indicated above, the Economic

Operator shall be obliged to make attestations available on request of the Contracting Authority,

g) The Economic Operator shall ensure loading and unloading of items and all materials and equipment, unless the Order stipulates otherwise,

h) Unless the GCC or the contents of the Order stipulate otherwise, the Order shall be executed according to DDP conditions – the main office of the Contracting Authority in Gdańsk (indicated warehouse, storage yard or other location), according to INCOTERMS 2020,

i) The Contracting Authority shall have the right to return to the Economic Operator, at the expense and risk of the Economic Operator, any shipment delivered without the required confirmation or delivered before the deadline or after the delivery deadline indicated in the confirmation, or to impose storage costs onto the Economic Operator. The Economic Operator shall bear the risk of damage or loss of the goods.

4.3. Execution of geodesic activities within the Subject of the Order

a) All Works resulting in changes to the scope of location of the underground and surface management within the area require geodesic supervision, which should be ensured by the Economic Operator as an obligation.

b) The Economic Operator shall perform geodesic works according to conditions and rules of geodesic works effective at the sites of the Contracting Authority, including rules included in the Resolution of Grupa LOTOS S.A. no. GLS/ZA/017/07/SK, related to: execution of geodesic and cartography works at the sites of Grupa LOTOS S.A. in Gdańsk and in areas related thereto by the on-site technical infrastructure and in the technical specification. no. 6210 (according to Technical Standards),

c) If the scope of Works includes geodesic works, an acceptance issued for geodesic documentation from the executed works, issued by the General Plan team leader and accepted to archive resources of the Contracting Authority shall be a condition for Acceptance of the Order.

d) Unless the contents of the Order stipulate otherwise, all Works requiring ground analysis require an expert opinion provided by a licensed geologist, which should be obtained by the Economic Operator as an obligation.

5. DOCUMENTATION

5.1. Stipulations of this paragraph shall apply to project documentation, design documentation and as-built documentation, depending on the type of Documentation prepared by the Economic Operator as a part of Order execution.

5.2. Documentation prepared by the Economic Operator shall conform to Technical Standards, in particular, with the Technical Specification no. 6110 “Documentation enumeration procedure” effective with the Contracting Authority.

5.3. The Economic Operator shall be obliged to:

a) prepare Documentation on the basis of assumptions agreed upon with the Contracting Authority, according to the effective legal regulations, including requirements of the Act of 07/07/1994 Construction Law, rules of technical knowledge and designing standards,

b) before beginning to prepare the Documentation, verify the documents provided but he Contracting Authority in terms of their correctness, especially taking into account the purpose the Documentation is intended for. The Economic Operator shall familiarize itself with local conditions of the terrain / location where the Documentation shall be located and shall perform all required stock taking, including comparison of the actual conditions

with the provided documents. In the case of any discrepancies, the Economic Operator shall be obliged to immediately notify the Contracting Authority in writing and to observe instructions issued by the Contracting Authority.

c) obtain the required opinions, agreements and verifications of solutions within the scope resulting from generally effective legal regulations, particularly taking into account agreements made with the General Plan Team of the Contracting Authority, the Technical Supervision Department of the Contracting Authority, Process Safety Office and Occupational Health and Safety Department of the Contracting Authority and with fire safety, sanitary and occupational health and safety specialists. On request of the Economic Operator, the Contracting Authority shall provide the representative of the Economic Operator with the relevant power of attorney. Agreements with the General Plan Team are related to: (i) the standard applied to preparations of plans and local arrangements during the stage of data preparation for the Documentation. Requirements effective with the Contracting Authority and rules applied to local arrangements shall be provided to the Economic Operator together with cartographic materials required to create the Documentation, (ii) final agreements related to the location of the planned ground management. This agreement shall be made by the General Plan Team of the Contracting Authority, once the Economic Operator provides all copies of the project comprising the Subject of the Order, (iii) other arrangements, if and as necessary. Agreements with the Technical Supervision Department are related to: the scope of documentation provided for equipment and sites inspected by ZDT and UDT (Office of Technical Inspection). Arrangements made with the Process Safety Office and Occupational Health and Safety Department are related to: arrangements related to the use of technical solutions ensuring work safety, ergonomics, functionality and fire protection. of the Contracting Authority during the design phase and other arrangements, if and as necessary.

d) (if applicable) obtain all required decisions, statements, agreements and opinions related to the subject of the Order for the Contracting Authority, including elements not explicitly listed in the Order and required to obtain the construction permit and the permission for use for the executed task included in the Subject of the Order.

e) (if applicable) on request of the Contracting Authority, participation in the entire application process related to the construction permit or to a separate decision approving the construction project, including, in particular, active cooperation in completion of documentation required to issue the construction permit or the separate decision approving the construction project,

f) explain any doubts related to the Documentation and solutions contained therein to the Contracting Authority,

g) provide the Documentation or each of its individual parts with a list of publications and with a written declaration stating that the provided Documentation has been prepared according to the Order, in conformity with the effective legal regulations, rules of technical knowledge and design and is complete from the point of view of the intended purpose,

h) provide the Contracting Authority with ready Documentation or parts or execution stages thereof listed separately in the Order, within deadlines indicated in the Order.

i) (if applicable) if insignificant non-conformities of the approved construction project were found at the end of the construction stage according to the project of the Economic Operator, the Economic Operator shall be obliged to confirm the occurrence of

insignificant non-conformities with the construction project in a declaration at the end of construction works, signed by the construction site manager,

j) provide other documents specified in the Order.

5.4. The Economic Operator may request a change to the deadline for preparation of Documentation or a part thereof, if:

a) The Contracting Authority made significant changes to the Documentation assumptions or to the scope of Documentation compared to those agreed upon in the Order,

b) an interruption indicated in p. 5.5 occurred. In this case, the Economic Operator shall be entitled to request the Contracting Authority to postpone and adjust the deadline for preparation of Documentation, however, by no more than the duration of the interruption.

5.5. The Contracting Authority shall have the right to pause the works comprising Documentation preparation at any time, for a period no longer than 90 days

5.6. If preparation of Documentation is entrusted within any scope to a sub-contractor, the Economic Operator shall be obliged to provide the Contracting Authority with documentation and should be the entity indicated in acceptance and release protocols as the releasing entity.

5.7. Confirmation of delivery of the Documentation or a part thereof to the main office of the Contracting Authority shall not be a document confirming the receipt and acceptance of Technical Documentation by the Contracting Authority. An acceptance and release protocol prepared according to the technical specification - Annex 7 to Standard 6110, approved by authorised representatives of both parties, shall be the document confirming the receipt and acceptance of Documentation or a part thereof. Once the Documentation or a part thereof is provided, the Contracting Authority shall approve the acceptance and release protocol within 14 days or shall oblige the Economic Operator to amend the Documentation or to remove faults, mistakes and correct the documentation, indicating an appropriate deadline for provision of corrected Documentation. Acceptance rules specified in this paragraph shall apply to the provided, corrected Documentation. The approval date of the acceptance and release protocol shall the acceptance date of Documentation the protocol applies to.

5.8. Responsibility of the Economic Operator related to Documentation.

a) The Contracting Authority shall not be obliged to check the quality of Documentation upon its acceptance, and the lack of such verification shall not exempt the Economic Operator from responsibility for quality and completeness of the delivered Documentation, including compensation claims of the Contracting Authority,

b) In the case of faults of the Documentation, the Economic Operator shall exempt the Contracting Authority from any responsibility and liability the Contracting Authority could bear in relation thereto, and in particular, on request of the Contracting Authority, shall participate in all proceedings caused by provision of faulty Documentation, in which the Contracting Authority or other companies which are member of the same capital group as Rafineria Gdańska Sp. z o. o. . Notwithstanding the above, the Economic Operator shall remedy any and all damage caused by such faults and shall pay a compensation to the Contracting Authority for all damage of the Contracting Authority caused by such faults, in particular caused by the Contracting Authority being subjected to civil, administrative or penal liability. The above stipulation does not limit any other potential claims resulting from stipulations of the Order.

c) The Economic Operator shall also be responsible towards the Contracting Authority for incorrect author supervision activities as provided for by the law.

5.9. Guarantee and faults related to Project Documentation.

a) The Economic Operator shall grant the Contracting Authority a guarantee for faults of the prepared Documentation. This means responsibility of the Economic Operator for legal and physical faults of the Documentation and for its non-conformity with the Order, revealed, identified or found during the guarantee period. The Economic Operator shall be responsible, in particular, for conformity of the Documentation with parameters agreed upon in the Documentation assumptions and with currently effective regulations and the state of the art rules of technical knowledge. The guarantee responsibility of the Economic Operator also includes all faults of the Documentation decreasing its value or usefulness because of the objective specified in the Order, including release of incomplete Documentation, revealed or present after the Documentation was released to the Contracting Authority, including faults other than faults caused by the Economic Operator, as well as caused by actions of third parties the Economic Operator is responsible for. In order to avoid any doubts, faults of Documentation shall include, in particular (i) all faults indicated by a body competent to issue a construction permit or a separate decision approving the construction project, if such a decision is required according to the relevant legal regulations, (ii) non-conformity of the Documentation with legal regulations effective on the day on which the Documentation was released to the Contracting Authority, (iii) (if applicable) if the Documentation is unsuitable for correct execution of Works.

b) If a fault is found during the guarantee period, the Contacting Authority shall have the right, at its own disposal, to:
   - request the fault to be removed immediately by the Economic Operator, for free, within the deadline indicated by the Contracting Authority, or
   - if such a request to remove the fault remains ineffective, to withdraw partially or fully from the Order because of reasons the Economic Operator is liable for, or
   - entrust the preparation or correction of the Documentation to another party, at the expense and risk of the Economic Operator, without the need to obtain a separate approval of the Economic Operator or an authorisation of a common law court, or
   - request a remuneration decrease, to an extent appropriate for the decrease of the value of Documentation or a part thereof caused by the fault.

c) The guarantee rights shall expire after 5 (in words: five) years, starting from the day on which the final acceptance protocol was signed for the task executed on the basis of this Documentation or after 5 (in words: five) years, starting from the day on which the final Documentation acceptance protocol was signed (depending on which of the deadlines applies to the scope of the given Order or which occurs later),

d) The Economic Operator shall be responsible for faults in the Documentation also after the guarantee period, if the Contracting Authority reports a fault before the end of the guarantee period,

e) The Economic Operator cannot refuse to remove a Documentation fault on the basis of costs related to such a removal.

5.10. It is hereby agreed that the main office of the Contracting Authority shall be the delivery location for the documentation.

5.11. The Economic Operator shall be obliged to deliver the Documentation in 5 copies and on a CD/DVD disc.

6. ORDER EXECUTION DEADLINE

6.1. The deadline for Works execution, indicated in the Order, and if the Works are executed in stages - the deadlines dictated by the schedule shall be deemed as final. The Works shall be deemed as completed (understood as meeting the obligations of the Economic Operator resulting from the Order in regards to the timely and correct execution of the Subject of the Order) on the day on which the Contracting Authority is notified that the Works are completed (including the removal of faults and completion of incomplete parts of the Subject of the Order by the Economic Operator) and about the readiness of Works for acceptance, under the condition that the Works are accepted by the Contracting Authority without objections, unless the Order indicates that the Works are deemed as completed on the day on which the Contracting Authority approves the Works acceptance protocol, at the end of the relevant settlement period or in the case of another event specified in the Order.

6.2. The Economic Operator shall be obliged to inform the Contracting Authority immediately about occurrence or potential occurrence of circumstances which may result in a situation, in which the agreed delivery deadline for the Order cannot be achieved by the Economic Operator and to indicate the foreseeable delay period and the reasons behind the delay.

6.3. If the provided information indicates that the Order cannot be executed within the deadline, the Contracting Authority may withdraw from the Order for execution of Works/Work or to terminate the Order with immediate effect in the case of Services, retaining rights and taking into account consequences resulting from paragraphs 9-13 of the GCC. The Contracting Authority shall be entitled to use the right to withdraw indicated in the previous sentence during a period of 3 months from the date foreseen as the Order execution end date.

6.4. On request of the Economic Operator, the Order execution deadline indicated in the Order may be extended by the Contracting Authority by a number of downtime days caused by the Contracting Authority.

6.5. The change of execution deadline indicated for the subject of the Order and in the Order requires a written or in an electronic form, under the pain of nullity, with the electronic form provided with a secure electronic signature, verified using a valid, qualified certificate.

7. REMUNERATION AND PAYMENTS

7.1. Unless the Order stipulates otherwise, the Parties shall make settlements according to the following rules.

7.2. Prices specified in the Order are fixed net prices.

7.3. If a maximum, non-guaranteed remuneration or the Order Value comprising a total of the lump sum remuneration and of the maximum non-guaranteed remuneration for Additional Works (as defined below) was indicated in the Order, the Contractor shall not be entitled to a remuneration in excess of this remuneration or of the Order Value, respectively, in any case. No deviations from the complexity of the Subject of the Order shall result in changes to prices specified in the Order. If it becomes necessary to perform works beyond the scope specified in the Order during Order execution, and the Contracting Authority could not have foreseen such additional works at the time the Order was made (“Additional Works”) and which the Contracting Authority wishes to order with the Economic Operator according to rules specified in the order, the Economic Operator shall perform such Additional Works according to conditions specified during execution of the main Order (including unit prices, discount rates, etc.). If such Additional Works cannot be evaluated on the basis of unit prices specified in the Order, the Economic Operator shall provide the Contracting Authority with a written price list for such Additional Works. The Economic Operator shall also provide a list of works which need to be undertaken, indicating the planned

end date for execution of Additional Works. The Economic Operator may start such Additional Works only after a prior acceptance of the list, the price list and the deadline for Additional Works and if the Order is changed, under the pain of nullity, in a written form or in an electronic form provided with a secure electronic signature, verified using a valid, qualified certificate. Additional Works ordered with the Economic Operator according to the Order shall be considered a part of the Order and executed according to rules specified in the Order.

7.4. In the case of the maximum, non-guaranteed remuneration or of the Order Value comprising a total of the lump sum remuneration and of the maximum non-guaranteed remuneration for Additional Works, the Contractor shall be obliged to inform the Contracting Authority in writing about their use. If the Economic Operator does not meet this obligation and this results in the maximum, non-guaranteed remuneration or the Order Value comprising a total of the lump sum remuneration and the maximum non-guaranteed remuneration for Additional Works to be exceeded, the Economic Operator shall executed the Order at its own expense within the scope, in which the Order exceeds the limit of the maximum, non-guaranteed remuneration or the Order Value comprising a total of the lump sum remuneration and the maximum non-guaranteed remuneration for Additional Works specified in the Order.

7.5. All payments shall be made once the correct, due and timely issued invoices are received, according to the regulations of the Act of 11 March 2004 on the value added tax (hereinafter: the VAT Act), executive regulations and stipulations of this documents, including an approved partial/final acceptance protocol and in the case of waste - Information of waste comprising an annex to the protocol. The Economic Operator shall also be obliged to provide the number of the Order assigned by the Contracting Authority in the invoice document related to the Order.

7.6. The remuneration of the Economic Operator shall be paid via a bank account of Contracting Authority, using the split payment mechanism, to its bank account indicated in the Order, within 30 days after the delivery date of documents indicated in p. 8.5 above. Invoices without the order number or without the number of the bank account of the Economic Operator shall be considered incorrect and cannot provide a basis for payments.

7.7. Because of the split payment mechanism, the VAT indicated in the invoice shall be paid only in Polish zlotys, to the bank account operated according to Polish banking law. Economic Operator shall be obliged to specify the aforementioned bank account number in every invoice.

7.8. The Contracting Authority shall have the right to reject invoices delivered to it before the acceptance protocol is approved without objections. The payment period for the invoice delivered to the Contracting Authority before the partial / final Works acceptance protocol for Works is accepted shall begin on the date on which the relevant protocol is approved, with the exception of other Order stipulations.

7.9. In the case of discrepancies between the final or partial acceptance protocol and the invoice, the Contracting Authority shall inform the Economic Operator about this fact in writing or via e-mail. The Economic Operator shall be obliged to provide explanations and correct the invoice, if necessary, not later than within 7 (seven) working days after the day on which the written information of discrepancies is received. The explanations should be provided in writing or sent via e-mail.

7.10. The Economic Operator hereby declares that it is the final, actual owner of due amounts received from the Contracting Authority on the basis of the Order and that it meets the following conditions:

a) it shall receive the due amounts for its own benefit, including independent decision making regarding the disposal of such amounts and carries the economic risk related to the loss of such due amounts or parts thereof,
b) it is not an intermediate, a representative, a custodian or another entity obliged legally or actually to transfer the entire amount or a part thereof to another entity,
c) acts as an actual business in the country of its registered main office, if due amounts are obtained in relation to its business activity, wherein evaluation whether an entity actually runs a business uses art. 24a p. 18 of the act on corporate income tax. If the Economic Operator is not the actual owner, it shall be obliged to indicate the actual owner of due amounts resulting from the Order.

7.11. If:
a) the entity which is the actual owner of due amounts resulting from the Owner is a tax resident of a country other than Poland, and
b) the transaction subject is listed in art. 21 p. 1 of the Act on corporate income tax, e.g. licences, advisory services or transfers of copyrights or related rights,

the Economic Operator shall provide the Contracting Authority with a tax residence certificate of the actual owner of due amounts, before the first payment is made and at the beginning of each subsequent years, if payments are also made in the new year. The tax residence certificate should confirm tax residence of the actual beneficiary of the due amount during the year, in which the Contracting Authority makes its payments. This document should be issued by the tax authority competent in the given country. The Economic Operator should provide the original copy of the certificate or a copy certified a notary, or an electronic tax residence certificate, if the tax administration of the given country does not issue printed tax residence certificates, to the main office of the Contracting Authority If payments covered by the Order are taxable at the source in Poland, the Economic Operator shall be obliged to support the Contracting Authority in order to enable it to apply an exemption from taxable at source or, alternatively, to apply for a return of paid tax at the source, i.e. by sending additional declarations or documents.

7.12. If, according to taxation regulations effective in Poland, remuneration resulting from the Order is a subject to a lump sump income tax and the Contracting Authority does not provide the Economic Operator with the relevant tax residence certificate on time, the Contracting Authority as a taxpayer shall deduct the collected tax in the amount dictated by effective legal regulations, without an obligation to reimburse such a deduction to the Economic Operator.

7.13. If an entity other than a tax resident pays remuneration to persons, who are not tax residents, for provision of Works to the Contracting Authority and in view of the obligations dictated by Polish taxation regulations, the Economic Operator shall be obliged to provide the Contracting Authority with precise information regarding such non-residents, foreign citizens providing Works at the site. Such information should include, but not be limited to, personal data, tax residence location and remuneration received during the stay and work at the site. Detailed information related to a non-resident person providing Works at a site Contracting Authority shall be provided using the ORDW form, comprising an Annex to these GCC. The filled form should be provided until the 15th day of the month following the month, during which the non-resident person started providing Works.

7.14. Acceptance and settlement of an Order which includes electric or electronic equipment from an Economic Operator which marketed such equipment in EEA countries shall be conditional upon the provision of the registry number indicated in Art. 54(1) of the Act of 14 December 2012 on waste (Journal of Laws 2022, item 699, as amended) in the invoice.

7.15. If the Economic Operator creates a work covered by regulations of the Act of 04/02/1994 on copyrights and similar rights in relation to Order execution, the Remuneration specified in the Order shall also include remuneration for transfer of material copyrights and related rights, indicated in p. 17. If the value of remuneration for transfer of material copyrights exceeds 10 000 PLN, the Economic Operator shall be obliged to indicate the value of individual transferred rights in the invoice.

8. ACCEPTANCE OF WORKS

8.1. When the Economic Operator deems the Works to be fully completed according to the requirements specified in the Order, it shall notify the Contracting Authority about the completion of Works in writing or in a documented form within the following seven (7) days. The acceptance readiness should be confirmed by the representative of the Contracting Authority or by the supervision inspector (if applicable) in writing or as an entry in the construction site log (if applicable).

8.2. Once the notification about the completion of Works is received, the Contracting Authority shall start the acceptance such Works within seven (7) working days. The Economic Operator present during the acceptance shall be continuously informed about its results.

8.3. If the Contracting Authority does not accept the Works and indicates faulty or incomplete parts of Works, the Economic Operator shall present a detailed schedule for approval of the Contracting Authority, within a deadline specified by the Contracting Authority, specifying in detail when and how all faults shall be removed and/or the Works shall be completed and shall subsequently remove faults and complete the incomplete parts of Works. The Economic Operator shall then again inform the Contracting Authority in writing or in a documented form about the conclusion of Works. This procedure shall be applied until the Contracting Authority prepares a final Works acceptance protocol for the Contractor, without any additional costs of the Contracting Authority related thereto.

8.4. If the Works are executed in stages, partial acceptances shall be performed by the Contracting Authority after the completion of each stage by the Economic Operator and the Parties shall prepare a partial acceptance protocol from the acceptance procedure. Stipulations of p. 8.1 – p. 8.3 shall apply accordingly to partial acceptances. A final acceptance protocol shall be prepared at the end of all Works covered by the scope of the Order.

9. QUALITY WARRANTY AND GUARANTEE

9.1. The Economic Operator hereby guarantees to the Contracting Authority that the Subject of the Order shall be executed diligently, shall be free of faults and made according to the Documentation and Technical documentation (if applicable) and relevant legal regulations and if a fault is identified in the Subject of the Order, the Economic Operator shall be liable for such faults as specified in the Order and in legal regulations for incorrect execution of its obligation.

9.2. The Economic Operator also guarantees the Contracting Authority that all materials and equipment provided by the Economic Operator for use in the subject of the Order shall be new, conforming to stipulations of the Order and suitable for use according to the intended purpose. Unless the Order stipulates otherwise, the Economic Operator hereby grants a quality warranty for a period of:

a) for anti-corrosion works, including materials used - 60 (in words: sixty) months starting from the day on which the final acceptance protocol is signed without objections,

b) for all other Works, materials and equipment - 36 (in words: thirty-six) months starting from the day on which the final acceptance protocol is signed without objections,

9.3. If any fault/malfunction of the Subject of the Order, materials or equipment comprising the subject of the Order and violating the aforementioned warranties occurs, the Economic Operator which receives a written or in a documented form notification of a fault/malfunction shall immediately undertake actions and provide materials and equipment required to remove the fault or the malfunction, restoring full conformity of the Subject of the Order with the granted warranties, without any additional costs of the Contracting Authority. This stipulation shall also apply to situations, in which a competent supervisory body raises objections related to incorrect (faulty) operation of the Subject of the Order during inspections or control measures.

9.4. Faults shall be reported to the Economic Operator in writing, electronically or as a document. The Economic Operator shall be obliged to start remedying the fault within 5 (in words: five) working days after the receipt of the notification indicated above. The fault remedy deadline may not exceed 5 (in words: five) working days, unless the Parties agree upon a different deadline in writing or in a document. The repair shall be generally performed at the location of the Works comprising the Subject of the Order. Removal and transport shall take place at the risk and expense of the Economic Operator. In such cases, the Economic Operator shall be obliged, in particular, to collect the removed element from the office of the Contracting Authority or from another location indicated by the Contracting Authority, at its own expense.

9.5. In the case of faults which significantly impact the ability of the Contracting Authority to use the purpose for which the Subject of the Order was executed, the Contracting Authority shall be entitled to make a report requiring the fault to be removed immediately. Such immediate fault removal shall be understood as the arrival of a representative of the Economic Operator within 48 (in words: forty-eight) hours from the time of the report in order to specify the actions required to remedy the fault, as well as fault removal no later than 3 (in words: three) days after the arrival of the representative of the Economic Operator, except for situations in which a longer deadline is dictated by technological reasons, and in particular, the need to procure spare parts. In such cases, the Contracting Authority shall indicate the deadline, taking into account said circumstances.

9.6. If the Economic Operator removes faults/malfunctions or delivers materials and devices free of faults as a part of its warranty obligations, the warranty period for works performed in order to remove the faults in the Subject of the Order or for delivered, replacement materials and devices shall begin anew, starting from the day on which the faults or malfunctions were removed or materials and devices free of faults were delivered, as confirmed by a fault/malfunction repair acceptance protocol signed by both Parties, without objections of the Contracting Authority.

9.7. If, having received a notification, the Economic Operator does not begin remedying the fault within the deadline indicated above or if the Economic Operator does not remedy the faults correctly within the deadline indicated above, notwithstanding the right to impose contractual penalties, the Contracting Authority shall have the right to remove such faults independently and impose the resulting costs onto the Economic Operator or to order the removal of a fault with a third part, at the expense and risk of the Economic Operator, without the need to notify the Economic Operator and without an obligation to obtain an additional authorisation and approval from a common law court.

9.8. The warranty granted by the Economic Operator does not exclude, limit or suspend the rights of the Contracting Authority resulting from guarantee regulations according to Civil Law Code

regulations. The remaining scope of liability of the Economic Operator related to warranty and guarantee is regulated in generally effective legal regulations.

10. IMPLEMENTATION OF SANCTION REGULATIONS

10.1. For the purpose of this document, the terms shall have the meanings as assigned below:
   a) Sanction Regulations – legal regulations, rules, embargoes, decisions, executive acts and other acts related to the sanctions, applicable to the activity of the Parties or to their subsidiaries, controlling entities or entities otherwise related in person, through capital or organisation, resolved, implemented, enforced or executed by the relevant Sanction Authorities;
   b) Sanction Authorities – Poland, European Union, United Nations Security Council, the United Kingdom of Great Britain and Northern Ireland, the United States of America and the relevant government institutions and agencies of any of the above, as well as other entities of similar nature and bodies acting on their behalf in relation to the Sanction Regulations;
   c) Sanction List – a list of persons or entities covered by the limitations, published on behalf of the Sanction Authorities;
   d) Sanction-Covered Entity – an entity entered into the Sanction List or residing, with its main office or the main centre of economic activity within a country covered by the Sanction Regulations or established under the regulations of the country covered by the Sanction Regulations, or directly or indirectly dependent on the entities specified above.

10.2. Each of the Parties hereby declares that as of the day of Order signing, the Party and its subsidiaries and entities otherwise related in person, through capital or organisation and members of bodies thereof observe the Sanction Regulations and are not Sanction-Covered Entities.

10.3. Each of the Parties shall be obliged and represents that throughout the effective period of the Agreement:
   a) it operates and shall operate according to the Sanction Regulations;
   b) shall not make funds or economic resources available, directly or indirectly, to Sanction-Covered Entities and on their behalf, and that such funds and resources shall not be used to achieve benefits by a Sanction-Covered Benefits within the scope, in which such an activity is prohibited according to Sanction Regulations;
   c) products/goods comprising the Subject of the Order are not imported, brought in or transferred in a manner prohibited by the Sanction Regulations.

10.4. If a Party or its subsidiary, a dominating entity or an entity otherwise related in person, through capital or organisation, or a member of a body thereof, becomes a Sanction-Covered Entity or violates any of the obligations listed in p. 3 - possibly resulting in the inability to continue cooperation - the other Party shall withhold from actions which could violate the Sanction Regulations. In the case described in this paragraph, the other Party shall have the right to terminate the Order immediately, and the Party shall not be entitled to raise any claims related thereto.

10.5. The Economic Operator shall cover all damages of Contract Authority caused by actions or negligence of the Economic Operator, its subsidiaries or dominating entities or entities otherwise related through persons, capital or organisation, and by members of bodies thereof or persons acting in its name and on its behalf, in relation to not executing or incorrectly executing the obligations indicated in this paragraph.

10.6. The Economic Operator and Entities executing the Works on behalf of the Economic Operator shall be obliged to report all persons working for them at the protected Site in advance. In the case of persons who are not citizens of a member state of the European Union or of the European Free Trade Association, the report should be made 30 days before the planned entry of such persons onto the protected Site in order to execute the Works and shall include detailed personal data of such a person (name and surname, country of origin, nationality, passport number and address of residence), as well as other data required by the Contracting Authority. The Contracting Authority reserves the right to refuse entry of persons who are not citizens of one of the countries indicated in the first sentence onto the protected Site. If the Economic Operator or the Entity executing Works on behalf of the Economic Operator do not make the report within the deadline indicated in the second sentence, the persons covered by such a mandatory report shall have no right to enter the protected Site for a period of 30 days after the date on which the Contracting Authority receives the report, unless the Contracting Authority approves or refuses the entry of such persons onto the protected Site.

10.7. The Economic Operator shall be obliged to inform the persons indicated in p. 15.9, the personal data of whom shall be provided to the Contracting Authority, about the identity of the administrator, the purpose and detailed rules of personal data processing described in the information clause available on the following website: https://rafineriagdanska.pl/2941/obowiazki_informacyjne/ochrona_danych_osobowych

11. RESPONSIBILITY

11.1. With the exception of cases indicated in the Order or in the GCC, the Contracting Authority shall not be responsible for damage of the Economic Operator, its staff or persons relied upon by the Contractor during execution of the Subject of the Order, related to or resulting from Order execution, regardless of the type of legal relationship of such persons with the Economic Operator, Sub-Contractors or other third parties on which the Economic Operator relies during Order execution (including environmental damage, material damage and injuries), regardless of whether such damage is caused by not executing or by incorrect execution of the Contract by the Contracting Authority or by prohibited actions, or caused by Force Majeure, actions or negligence of third parties, unless such damage is caused by malevolent actions or gross negligence of the Contracting Authority. Whenever this paragraph mentions liability for damage, it should also be understood as the obligation to pay compensation for damages and to pay the disability benefit indicated in art. 446 CLC.

11.2. Within the scope indicated in p. 11.1 of the GCC the Economic Operator shall be obliged to use all possible legal and actual measures in order to protect the Contracting Authority, as well to protect it against claims, in particular to satisfy claims against the Contracting Authority, exempt it from liability and to repair all damage and to reimburse expenses (including remuneration and costs related to legal advice) of the Contracting Authority, related to preparation to legal defence and to defence against such claims, as well as to reimburse the amount of compensation or expenses of the Contracting Authority, related to compensation for damage or disability benefit indicated in art. 446 CLC, with exceptions dictated by generally effective legal regulations. On request of the Contracting Authority, the Economic Operator shall be obliged to participate, to the best of its ability, in the current legal proceeding or to replace the Contracting Authority and exempt it from participation in such a proceeding, at the disposal of the Contracting Authority, if this is legally possible.

11.3. If the Contracting Authority has to settle a dispute related to the Order with any third party, the Economic Operator shall be obliged to provide the Contracting Authority with non-

monetary support during a court proceeding and otherwise and to participate in the proceeding, if necessary, on request and at the disposal of the Contracting Authority.

11.4. If the Subject of the Order is executed incorrectly, including the execution of Works with properties, features or parameters different than those indicated in the Order, the Economic Operator shall be liable for damage caused by the use of physically or legally faulty equipment.

11.5. The Economic Operator shall be liable for damage resulting from any delay, loss or damage caused by incorrect labelling, packaging or identification of the shipment.

11.6. The Economic Operator shall exempt the Contracting Authority from all liability resulting from any claims of third parties, raised on the basis of intellectual property rights, patents, copyrights, licences, trademarks, industrial or utility designs, in relation to the provided works, goods, parts and materials, with exceptions provided for in generally effective legal regulations.

12. CONTRACTUAL PENALTIES

12.1. In addition to the cases indicated in the Order or in the GCC, the Contracting Authority shall have the right to claim a payment of contractual penalty by the Economic Operator in the following cases:

a) if the Order is executed in stages - for a delay in execution of the given Order stage, in the amount of 0.5% of the Order Value due for this particular Order stage for each started day of the delay, however, only until the day indicated as the deadline for Order execution,

b) a delay in Order execution - in the amount of 0.5% of Order Value for each started day of delay beyond the execution deadline indicated in the Order,

c) a delay in the removal of fault discovered during the warranty or guarantee period - in the amount of 0.5% of Order Value for each day of the delay counted from the deadline for fault removal indicated in p. 9 of the GCC,

d) withdrawal from the Order or Order termination by the Contracting Authority because of reasons the Economic Operator is responsible for in the amount of 20% of the Order Value,

e) partial withdrawal from the Order by the Contracting Authority for reasons the Economic Operator is liable for, in the amount of 15% of the net part of the Order Value included in the withdrawal,

f) [if the Order provides for Jobs] withdrawal from the Job in its entirety by the Contracting Authority for reasons the Economic Operator is responsible for, in the amount of 15% of the net remuneration for execution of such a Job,

g) [if the Order provides for Jobs] partial withdrawal from the Job by the Contracting Authority for reasons the Economic Operator is responsible for, in the amount of 15% of the partial net remuneration for execution of a part of the Job, to which the withdrawal applies.

12.2. The total amount of contractual penalties caused by reasons listed in paragraphs 12.1 b) and c) may not exceed the equivalent of 20% of the Order Value, wherein this limitation shall not apply to contractual penalties reserved elsewhere in the Order.

12.3. The contractual penalties reserved for delays shall be paid within 7 days after the date of delivery of the payment request by the Contracting Authority. The contractual penalties reserved for termination/withdrawal from the Order because of reasons the Economic Operator is responsible for shall be paid without a separate request to do so by the

Contracting Authority, within 7 days after the date of delivery of the termination/withdrawal from the Order to the Economic Operator.

12.4. The obligation of the Economic Operator to pay contractual penalties shall remain independent from the damage of the Contracting Authority and from the factual damage or lack thereof.

12.5. If contractual penalties reserved anywhere in the Order or in the GCC do not cover the damage of the Contracting Authority, the Contracting Authority shall have the right to claim additional compensation in excess of the reserved contractual penalties, according to general rules, as well as compensation for cases of lack of execution or incorrect execution of the Order, for which no contractual penalties have been foreseen, according to general rules and up to the full amount of the damage.

13. WITHDRAWAL FROM / TERMINATION OF THE ORDER

13.1. General stipulations:

a) If the withdrawal from or termination of the Order by the Contracting Authority was caused by reasons the Economic Operator was not responsible for, the Contracting Authority shall reimburse the Economic Operator the justified costs of the Economic Operator directly related to the withdrawal from or termination of the Order,

b) If the Contracting Authority withdraws from the Order or a part there or if the Order is terminated, the Economic Operator shall have the right only to remuneration for the Works executed until the Order withdrawal or termination date, in the amount calculated according to the progress of Works, confirmed with a Works progress protocol signed by the Contracting Authority without objections. The Parties shall begin stock taking the executed Works not later than within 7 (in words: seven) days from the day on which the Contracting Authority makes its declaration of withdrawal from the Order/Order termination. The Works progress protocol shall be prepared by the Parties according to the status as of the date of the declaration of withdrawal from the Order/Order termination. If the Economic Operator does not being stock taking within the deadline, the Contracting Authority shall have the right to unilaterally prepare a Works progress protocol binding for both Parties.

c) Order withdrawal or termination shall not influence the right of the Contracting Authority to claim the reserved contractual penalties.

d) The Order withdrawal/termination declaration shall be made, under the pain of nullity, in writing or in an electronic form, provided with a secure electronic signature, verified using a valid, qualified certificate.

13.2. Withdrawal – if the Subject of the Order includes preparation of a Work or Construction Works:

a) if the Economic Operator violates any of the conditions of the Order or of the GCC (or in cases explicitly indicated in the GCC), in particular if the Economic Operator delays the start or execution of the Subject of the Order or of individual works, or if the Contractor entrusted execution of Works or of a part of Works, or any rights resulting from the Order or from the GCC to a third party, if the Contractor executed or executes the Subject of the Order incorrectly, if the Contractor violated its obligations resulting from the Order or from GCC, it may provide the Contracting Authority with a basis for withdrawal from the Order because of reasons the Contracting Authority is responsible for, with immediate effect, or after additional grace period granted to the Economic Operator in order to cease such a violation. Withdrawal from the Order by the Contracting Authority may apply

to the entire Order or to any part thereof, at the disposal of the Contracting Authority, in the latter case Order termination shall apply to the specified part of the Order only,

b) Notwithstanding the right indicated in ch. (a), the Contracting Authority shall have the right to withdraw from the Order at any time, with immediate effect, in relation to any of the part of the Order not yet executed, however, not later than until the date indicated as the end date of Order execution,

c) If Order execution does not proceed according to the schedule because of reasons the Economic Operator is liable for, the Contracting Authority may request a written repair plan to be presented, after the approval of which by the Contracting Authority, the Economic Operator shall undertake corrective actions required to increase the speed of Works execution, without any additional costs of the Contracting Authority related thereto. If the Economic Operator does not present a repair plan or if the current delay of the Economic Operator is so extensive despite the presentation of the repair plan, that it is unlikely for the Economic Authority to complete the Subject of the Order on time despite the corrective actions - especially if execution of the Subject of the Order would be insignificant to the Contracting Authority - the Contracting Authority may withdraw from the Order in full and in part, at its own disposal,

d) The Contracting Authority may use its right to withdraw indicated in p. a) or c) not later than within three months after the date foreseen as the end date of Order execution,

e) The Contracting Authority reserves the right to withdraw from the Order because of reasons the Economic Operator is liable for with immediate effect, without indicating an additional grace period for removal of violations, if corruption behaviour is identified at the time the Order was made or during its execution. The right to withdraw indicated in the previous sentence may be executed within 12 months after the date foreseen as the end date of Order execution,

f) If the withdrawal from the Order or from a part thereof was caused by reasons the Economic Operator is liable for, at the end of Works included in the Order, the Contracting Authority shall have the right to impose all costs of the Contracting Authority, related to finishing the Works in the part exceeding the part of the remuneration unpaid by the Contracting Authority to the Contractor as a result of the withdrawal from the Order onto the Economic Operator (including entrusting the finishing of such Works with a third party contractor, at the expense and risk of the Economic Operator and without the obligation to obtain a separate approval of a common law court). To this purpose, the Contracting Authority shall be entitled to withhold all its payments towards the Economic Operator until the final closure and settlement of Works takes place. If the withdrawal from the Order applies only to a part of not yet executed Works, actions specified in this paragraph shall apply to such a part only,

g) The entire Documentation approved by the Contracting Authority to settlement, prepared until the day on which the declaration of withdrawal from the Order/Order termination is delivered to the Economic Operator (both currently prepared and already finished Documentation) shall become property of the Contracting Authority. Copyrights to such unfinished documentation shall be transferred onto the Contracting Authority within the scope and in fields of use indicated in p. 16.2 not later than at the time the rights are transferred onto the Contracting Authority,

h) The aforementioned stipulations do not exclude the rights of the Contracting Authority to withdraw from the Order as provided for in generally effective legal regulations.

13.3. Termination – if the Subject of the Order includes provision of Services

a) If the Economic Operator violates any of the conditions of the Order or the GCC (or in cases explicitly indicated in the GCC), the Contracting Authority shall have the right to terminate the Order with immediate effect because of reasons the Economic Operator is liable for,
b) The Contracting Authority shall have the right to terminate the Order without specifying a reason, with a 2 (two) weeks notice period,
c) Any deviations from the conditions agreed upon, as well as lack of appropriate documents may provide the basis for refusal of a Service or for return of the item comprising the subject of the Service at the expense of the Economic Operator, and the Order shall be deemed as not executed.

14. INSURANCE

14.1. These insurance requirements shall apply under the condition that no other insurance requirements are included in the Order.
14.2. The Contractor shall provide and maintain continuity of insurance during the period of Order Execution, at its own expense and within the following scope:
a) if the Order value amounts to at least PLN 1,000,000 net - all risks construction/erection insurance [CAR/EAR] of the executed investment (if construction/erection works are executed as a part of the Order)
i. The insured will be the Economic Operator, Contracting Authority, sub-contractors and all other entities involved in the project.
ii. The period of insurance shall be from the time of handing over to the Economic Operator the site for the Work or investor deliveries (if any), the commencement of the Work, or upon unloading of the covered property, whichever occurs first, until the completion of the final acceptance protocol for the Work.
iii. The sum insured shall not be less than the Order Value, increased by the established limit of insurance for removal of remnants of damage and by the value of the insurance limit for existing property - 130% of the Order Value.
iv. The subject of insurance will be:
- all Work performed as part of the project (including preparatory or auxiliary work);
- materials, elements, installations or equipment used for incorporation or installation;
- construction machinery of the Economic Operator and subcontractors, as long as it will be used for the purpose of the Order, unless a separate insurance for construction machinery has been taken out.

v. Scope of insurance - insurance will be concluded on the basis of an all-risk system. Coverage should include:
- Clause 003 - simple maintenance - 12 months;
- Clause 004 - extended maintenance - minimum 12 months;
- Clause 013 - off-site storage, if property will be stored off-site;
- Clause 100 - commissioning and trial runs, if carried out; minimum period of protection 4 weeks;
- Clause 115/200 - designer/manufacturer's risk - up to the sum insured;
- Clause 116 - contractual works taken over by the investor or put into operation, if the Subject of the Contract will be divided into parts/stages/segments; up to the amount of the sum insured;

- Clause 119 - insurance of existing property belonging to the Ordering Party or used by the Ordering Party - minimum limit 20% of the Order Value;
- Clause 201 - manufacturer's risk during the warranty/guarantee period;
- Clause of increase in Order Value - 15%;
- Automatic extension of insurance period clause - 60 days;
- Removal of damage residue clause - 10% of the damage value;
- Representatives Clause;
- Costs incurred to save the object of insurance and to prevent the occurrence of damage or to reduce its extent, even if such actions were ineffective.

vi. Clauses limiting the scope of protection may be introduced only with the consent of the Contracting Authority.

vii. Franchises will be established at a level consistent with good market practices, but not more than PLN 15. 000.

viii. Limits of liability will be established at a level consistent with good market practices, unless otherwise indicated in v. above.

b) Civil liability insurance [OC] related to its business activity

i. The civil liability insurance covering damage caused in relation to execution of the Order shall be maintained throughout the entire period of Order execution.

ii. The insurance guarantee amount should be at least 1,500,000 PLN for one and all events;

iii. The scope of insurance shall cover:

- liability for prohibited actions and for not executing / incorrect execution of an obligation;
- material damage and injury;
- damage caused by gross negligence;
- damage caused by sub-contractors (if applicable);
- damage including sudden and accidental environmental pollution (if the Order provides for such a risk);
- damage caused by vibrations, landslides, deterioration of load-bearing elements (if the Order provides for such works);
- damage to items comprising the subject of processing, repairs or other activities executed as a part of the Order (if the Order provides for such works);
- damage resulting from damage, destruction or loss of assets accepted into storage, custody or supervised by the insured party (if the Order provides for such risks);
- damage caused in relation to the use of mechanical vehicles, self-propelled construction machinery and other vehicles, if such items are subjected to mandatory third-party liability insurance for the owners of mechanical vehicles (if such vehicles are used);
- damage to underground installations and equipment (if the Order provides for such works);
- damage resulting from the incorrect execution of Works, caused by insurance accidents after the release of the subject of such Works to its recipients (if the Order provides for such works);
- (third-party product liability) damage caused by faults in a product delivered within the Order (if the Order provides for such risks);
- damage caused during loading and unloading (if the Order provides for such works).

iv. Franchise fees shall be set at a level conforming to good market practices. In liability insurance, there will be no deductible for personal injury.

c) Professional civil liability insurance (if professional activities are undertaken as a part of the Order), maintained throughout the period of professional actions executed as a part of the Order and including liability for material damage, injuries and clean financial losses caused by mistakes, in particular by design mistakes, incorrectly prepared documentation or incorrect author supervision, with a limit for one and all events not smaller than the Value of the Order. An obligatory professional civil liability insurance (legally required) shall be acceptable. If the Economic Operator orders such activities with a sub-contractor, the Economic Operator shall ensure that the sub-contractor in question obtains an insurance meeting these conditions.

d) Insurance of construction machinery
If the execution of the Order requires the use of construction machinery (e.g. cranes, excavators, loaders, cranes, etc.) not belonging to the Contract Authority with a unit value exceeding PLN 1,000,000, the Contractor shall provide insurance coverage for such machinery. The Contractor shall be released from the obligation to settle recourse claims. It is permissible to insure construction and assembly machinery under CAR/EAR insurance.

e) Insurance of property during transportation
   i. In the event of transporting outside the area of performance of the Work property owned by the Contracting Authority or property for which the Contracting Authority is responsible, the unit value of which exceeds PLN 500,000, the Economic Operator shall take out a separate property insurance during transportation, in full coverage, which shall include damage to the property during transportation from the start of loading to the end of unloading, including temporary storage and handling. The insurance will cover any type of transportation that may occur in the performance of the Order.
   ii. With respect to land transportation within the territory of the Republic of Poland from the place of purchase or storage to the site of performance of the Work, it will be acceptable to provide coverage by including CAR/EAR clause 113 with a limit of not less than the value of the property transported per means of transportation.
   iii. In the case of transportation of an international nature, full coverage of insured risks is required, consistent at least with the coverage set forth in Institute Cargo Clauses (A) 1/1/09.
   iv. The sum insured for a single transport should correspond at least to the value of the property transported.
   v. Franchises will be set at a level consistent with good market practices.

14.3. Copies of all documents confirming the required insurance cover shall be provided to the Contracting Authority by the Economic Operator not later than 7 days before the planned construction site/work area handover or work start date, wherein the earlier of these conditions shall apply.

14.4. If an insurance is acquired for a period of time shorter than the required insurance period, the Economic Operator shall be obliged to provide the Contracting Authority with a confirmation of continued protection, not later than 7 days before the insurance agreement expires.

14.5. During the required insurance period, the Contracting Authority may request the Economic Operator to provide written information from the insurer, related to the actual guaranteed amount / insurance amount / liability limit. The Contracting Authority may also request a premium payment confirmation (including individual instalments).

14.6. If he Economic Authority does not present a confirmation of the insurance cover required by the Contracting Authority within the required deadlines, the Contracting Authority may:

a) hold the works with immediate effect, in particular to refuse entry of the Economic Operator onto the construction site / work area, wherein if such pause in work results in an execution delay, it shall be considered as delay caused by the Economic Operator;
b) withhold payments until the Economic Operator meets all the insurance requirements; wherein such withholding of payments shall not oblige the Contracting Authority to pay interests for a delay;
c) acquire insurance at the expense of the Economic Operator.

14.7. The Economic Operator or the sub-contractor shall be obliged to meet the conditions of signed insurance agreements.

15. SAFETY CLAUSE

15.1. The following terms shall have the outlined meanings for the purpose of this Clause:

a) "Entities working on behalf of the Economic Operator" shall be understood as i.e.:natural persons working on behalf of or commissioned by the Economic Operator, as well as staff, partners of the Economic Operator, natural persons working on behalf of or commissioned by the Economic Operator on a basis other than employment, as well as self- employed persons; legal persons or organizational units without legal personality, performing the Work on behalf of or commissioned by the Economic Operator, in particular as sub-contractors, further suppliers, consortium members, including foreign entities executing the Order/Contract on behalf of or commissioned by the Economic Operator, etc.
b) "Service for partners" shall be understood as the service "Requirements for partners" available at the address https://kontrahenci.lotos.pl .

15.2. This Clause shall also apply to Entities performing Works on behalf of the Economic Operator.

15.3. The Economic Operator and Entities performing Works on behalf of the The Economic Operator shall be obliged to observe and apply the effective legal requirements, internal regulations of Contracting Authority and professional/technical standards related to occupational health and safety, fire prevention, applicable to works performed within the Order.

15.4. The Economic Operator shall be obliged to ensure that the Order entered into with Entities performing Works on behalf of the Economic Operator contain stipulations resulting from this Safety Clause, in particular in the case of Works executed within sites of Contracting Authority. Contracting Authority may request the Economic Operator to provide a copy of a contract entered into with Entities performing Works on behalf of the Economic Operator in order to verify the aforementioned obligation, in particular with Entities acting as entrepreneurs.

15.5. The Economic Operator shall be obliged to observe and apply standards and codes of conduct currently effective at the sites of Contracting Authority, in particular related to occupational health, safety, fire prevention and physical security, as provided on the Service for partners. The Economic Operator shall be obliged to designate a person with access to the Service for partners using login and password provided once the Order is obtained. The designated person should be a person coordinating Works included in the Order and present during their execution at the sites of Contracting Authority, if the Economic Operator or Entities working on behalf of the Economic Operator enter the site of Contracting Authority during execution of the Order.

15.6. In the case of any difficulties with logging in to the Service for partners /with document access, immediately send a description of the problem to the e-mail address: kontrahenci@grupalotos.pl.

15.7. Changes to documents made available through the Service for partners shall become effective on the day indicated in the above mentioned Website and do not require an amendment in the form of a written annex to the Order.

15.8. The Economic Operator shall be obliged, before the start of Works at the sites of Contracting Authority, to familiarise all Entities performing Works on behalf of the Economic Operator with the effective occupational health and safety, fire prevention and physical security rules effective at the sites of Contracting Authority and to ensure distribution of requirements made available on the Service for partners among all Entities performing Works on behalf of the Economic Operator.

15.9. Economic Operator shall ensure that Entities working on behalf of the Economic Operator at the sites of Contracting Authority know and observe rules and behaviour standards effective at the sites of Contracting Authority.

15.10. Because of the priority approach to safety within Contracting Authority, any violations of the code of conduct effective at the sites of Contracting Authority by the Economic Operator or an Entity performing Works on behalf of the Economic Operator, in particular related to work safety, fire protection and physical security may provide Contracting Authority with the basis for immediate termination or withdrawal (within the term specified in the GCC) from the Order because of reasons the Economic Operator is liable for and to claim liquidated damages and compensation according to general rules, up to the full amount of the actual damage.

15.11. The Economic Operator shall delegate Entities performing Works on behalf of the Economic Operator to undertake a training in general safety rules effective at protected area. The training shall be provided as e-learning, available at the training platform, at the following address: https://e-learning.lotos.pl/ or as a stationary training, in cases agreed upon with Contracting Authority.

15.12. The Economic Operator shall delegate Entities performing Works on behalf of the Economic Operator to undertake other trainings effective at the sites of Contracting Authority, related to the widely understood occupational health and safety and fire prevention, provided by Contracting Authority. The information about the need to participate in such trainings and rules of such trainings shall be indicated on the Service for partners.

15.13. The Economic Operator shall be obliged to immediately inform Contracting Authority about any incidents taking place at its sites, involving Entities performing Works on behalf of the Economic Operator, i.e.: accident at work, fire, malfunction or other local hazards, according to stipulations included in the currently effective Manual of the code of available on the Service for partners.

15.14. If the Economic Operator or Entities performing Works on behalf of the Economic Operator violates occupational health and safety, fire prevention and physical security effective at the sites of Contracting Authority or generally effective legal regulations related to occupational health and safety, fire prevention and physical security Contracting Authority shall have the right to impose liquidated damages onto the Economic Operator, in the amount of one thousand zlotys (1,000.00 PLN) for each and every violations. Meeting of the aforementioned requirements may be verified by the authorised representatives of RG, persons supervising the works on behalf of Contracting Authority and staff of OTOS Ochrona Sp. z o. o. Each and every time when it is found that the Economic Operator or Entities performing Works on behalf of the Economic Operator violate the occupational health and safety, fire prevention and

physical security rules in effect at the sites of Contracting Authority - representatives of Contracting Authoirty, persons supervising works on behalf of Contracting Authority and staff of LOTOS Ochrona Sp. z o.o. shall apply sanctions provided for in the so-called “Table of penalties for staff of third parties” available on the Service for partners. The Economic Operator hereby declares that it has read the Table of penalties for staff of third parties and agrees to sanctions indicated therein. If the Entities performing Works on behalf of the Supplier revoke the right to enter the sites of Contracting Authority, all consequences thereof shall be borne by the Economic Operator. In addition, in cases of aforementioned events, Contracting Authority may unilaterally decide to fully or partially suspend operation of machinery or other technical devices and Works in their entirety or in parts, by individual persons present at the sites of Contracting Authority Suspension of Works does not change the deadline for Works execution specified in the Order. Contracting Authority shall have the right to have the Economic Operator bear the costs of a standstill caused by Works withheld as described above.

15.15. Regardless of the application of sanctions resulting from the “Table of penalties for staff of third parties”, Contracting Authority shall have the right to impose liquidated damages indicated in p. 14 and p. 17 of this Clause. The Economic Operator and Entity performing Works on behalf of the Economic Operator committed the violation, shall be informed about the aforementioned actions.

15.16. Entities performing Works on behalf of the Economic Operator shall not bring onto the protected area and shall not arrive ready to execute Works or execute Works under the influence of alcohol or drugs/narcotics, and shall not possess drugs/narcotics.

15.17. In cases related to violation of the obligation of sobriety, liquidated damages in the amount of one thousand zlotys (1,000.00 PLN) shall be imposed for every disclosure of the influence of alcohol (more than 0.2‰ of alcohol in blood or 0.1 mg of alcohol in 1 dm3 of exhaled air) or condition under the influence of drugs/narcotics in the first two persons performing Works on behalf of the Economic Operator or who signalled readiness to perform or performing Works (including the disclosure of a state under the influence of alcohol/under the influence of drugs or narcotics during an attempted entry onto the Protected area or a training in general safety rules effective at the Protected area) during the given calendar year, wherein a refusal to undergo the relevant examination shall be considered as a identification of the state under the influence of alcohol or drugs/narcotics. In the case of every subsequent person violating the sobriety obligation during the given calendar year, the Economic Operator shall pay ten thousand zlotys (10,000.00 PLN). The limit of two persons within a calendar year, during which the aforementioned penalty is calculated, shall apply to the Economic Operator for all contracts (including Orders) entered into with Rafineria Gdańska Sp. z o. o.. the number of persons identified as having consumed alcohol or under the influence illicit drugs/narcotics and providing Works related to the Contract and to other contracts (including orders) shall be additive. The parties hereby jointly agree that Rafineria Gdańska Sp. z o.o. shall issue a debit note for the reserved liquidated damages related to violations of the sobriety obligation, to the Economic Operator. The debit notes shall include information about a transfer of obligations resulting therefrom onto PKN ORLEN S.A., indicating the correct number of the bank account of PKN ORLEN S.A. including the right of PKN ORLEN S.A. to transfer obligations onto LOTOS Ochrona Sp. z o.o. The person found to violate the alcohol or illicit drugs/narcotics sobriety regulation shall have its pass revoked with an imposed entry prohibition onto the Protected area for a period of time specified in the current Table of penalties for persons performing woks on behalf of the Economic Operator. In the case of a justified suspicion of

violation of internal rules and codes of conduct related to occupational health and safety, fire prevention or physical security by the Economic Operator or by Entities performing Works on behalf of the Economic Operator, in particular related to unauthorised removal of items from the protected area of Contracting Authority, introduction of alcohol and of drugs/narcotics, weapons and other prohibited items, presence within the protected area of Contracting Authority under the influence of alcohol or of drugs/narcotics, and in locations where the following is prohibited: smoking, use of mobile phones and other electronic transmitters, the authorised representatives of Contracting Authority, persons supervising works on behalf of Contracting Authority and staff of LOTOS Ochrona Sp. z o.o. may perform a check according to rules specified in internal normative acts regulating personal movement, material traffic, waste management, occupational health and safety and physical security. Each person refusing to cooperate during such a check shall receive a permanent entry prohibition onto sites of Contracting Authority, and in relevant cases, officers of authorised bodies created to maintain public order shall be called for assistance. On request of Contracting Authority, The Economic Operator shall remove such person from the execution of Works and replace with another staff member, if the Contracting Authority concludes that the indicated person violated any of the effective occupational health and safety regulations, rules of physical security and/or related to alcohol, illicit drugs or narcotics. Economic Operator shall have the right to inspect activities of the Economic Operator and of its procedures implemented in order to ensure conformity with the discussed rules, at any time.

15.18. In the case of a justified suspicion of violation of internal rules and codes of conduct related to occupational health and safety, fire prevention or physical security by the Economic Operator or by Entities performing Works on behalf of the Economic Operator, in particular related to unauthorised removal of items from the Protected area, introduction of alcohol and of drugs/narcotics, weapons and other prohibited items, presence within the Protected area under the influence of alcohol or of drugs/narcotics, and in locations where the following is prohibited: smoking, use of mobile phones and other electronic transmitters, the authorised representatives of Rafineria Gdańska Sp. z o.o., persons supervising works on behalf of Rafineria Gdańska Sp. z o.o. and staff of LOTOS Ochrona Sp. z o.o. may perform a check according to rules specified in internal normative acts regulating personal movement, material traffic, waste management, occupational health and safety and physical security. Each person refusing to cooperate during such a check shall receive a permanent entry prohibition onto the Protected area, and in relevant cases, officers of authorised bodies created to maintain public order shall be called for assistance. On request of Rafineria Gdańska Sp. z o.o. Economic Operator shall remove such person from the execution of Works and replace with another staff member, if the Contracting Authority concludes that the indicated person violated any of the effective occupational health and safety regulations, rules of physical security and/or related to alcohol, illicit drugs or narcotics. Rafineria Gdańska Sp. z o.o. shall have the right to inspect activities of the Economic Operator and of its procedures implemented in order to ensure conformity with the discussed rules, at any time.

15.19. On request of Contracting Authority, Economic Operator shall present its OHS plan including a list of persons responsible for OHS, including telephone contact numbers and an analysis of work in terms of risk and methods the Economic Operator plans to use in order to limit or eliminate the risks. Without a prior, written approval of Contracting Authority, the Economic Operator or the Entity working on behalf of the Economic Operator may not apply or shall not begin negotiations with any bodies or authorities in order to obtain approvals of deviations from or changes to rules and regulations related to occupational health and safety, fire

prevention, environmental protection or excessive noise levels and related to the Order. Contracting Authority may request the Economic Operator to provide a copy of the OHS plans of Entities performing Works on behalf of the Economic Operator, for verification.

15.20. The Economic Operator hereby declares that everyone performing Works on behalf of the Economic Operator have the legally required, current and valid medical certificates, trainings, qualifications, professional qualifications and have been familiarised in a documented manner with professional risk related to work performed at the sites of Contracting Authority.

15.21. The Economic Operator shall be obliged to provide Contracting Authority, on each and every request, current and valid certificates, documents confirming qualifications of the Economic Operator and Entities performing Works on behalf of the Economic Operator, professional risk evaluations, attestations, certificates, registers required by law and related to all persons working on its behalf.

15.22. The Economic Operator and Entities performing Works on behalf of the Economic Operator hereby declare that they shall not employ temporary staff as understood according to the Act of 9th July 2003 on employment of temporary staff to perform particularly hazardous works, as understood according to regulations issued on the basis of art. 237(15) of Labour Law Code.

15.23. If the Order provides for execution of Works at the site of contracting Authority on the basis of a written work permit issued by Contracting Authority, the Economic Operator and Entities performing Works on behalf of the Economic Operator shall be obliged to designate a person/persons authorised to manage and supervise , who shall be authorised to collect a written permit for wok on the basis of a training authorising for acceptance of written permits, undertaken by such a person/persons. The training shall be provided on a training platform provided to the partners. Persons without a valid certificate confirming the attendance of the aforementioned training shall not obtain permits for work issued on the basis of the Procedure no. ASF.49.01.00.00.

16. CONFIDENTIALITY

16.1. Throughout the duration of the Order and after its completion, the Economic Operator shall be obliged to maintain the confidentiality of the contents of the Order, as well as all technical, process, economic, financial, trade, legal, organisational information and all other information related to the Contracting Authority, the capital group of the Contracting Authority or its partners, which are not publicly available and which were obtained in relation to or as a part of Order execution, regardless of the form in which such information was received and of its source, for a period of 10 years (hereinafter: “Confidential Information”). Disclosure of Confidential Information shall be possible only after a prior approval of the Contracting Authority, issued (under the pain of nullity) in writing or in an electronic form provided with a secure electronic signature, verified using a valid, qualified certificate, unless the obligation to disclose the Confidential Information results from the effective legal regulations. A Party shall be responsible for the observance of confidentiality stipulations by persons receiving Confidential Information from a Party as for its own actions or negligence. Such information may be disclosed only to such staff members of the Economic Operator, who require such information in order to execute obligations resulting from the Order and under the condition, that such individuals shall be obliged to maintain confidentiality within the scope specified in the Order. The Economic Operator shall be liable for violations of this confidentiality obligation by such individuals.

16.2. Such information may be disclosed only to the employees of the Economic Operator, who have to receive such information in order to execute the obligations resulting from the Order and under the condition that such persons shall be obliged to maintain confidentiality within the scope defined in the Order. The Economic Operator shall be responsible for violations of the confidentiality obligation by such persons.

16.3. If the obligations indicated in paragraphs 16.1 and 16.2 of the GCC are violated, the Contracting Authority shall have the right to claim compensation according to the general rules.

16.4. The Economic Operator hereby irrevocably and unconditionally agrees to the disclosure by the Contracting Authority, if necessary, of the Order (including the provision of copies thereof) and related information to financing institutions of the Contracting Authority, insurance companies and professional advisers and auditors of the Contracting Authority, who are obliged to maintain confidentiality.

17. COPYRIGHTS

17.1. If the Order provides that during its execution, the Supplier creates and delivers works covered by the regulations of the Act of 4 February 1994 on copyright and related rights (for the purpose of the GCC, such works shall be considered “Original Works”), the Economic Operator, as a part of the remuneration indicated in the Order and upon the acceptance of the Original Works by the Contracting Authority shall transfer onto the Buyer all material copyrights and related rights to all Original Works made or delivered as a part of the Order, including the exclusive right to execute and to allow the execution of dependent copyright in the fields of exploitation defined in p. 5 below. If the Order does not provide the assignment of material copyrights and related rights to the works (for the purpose of the GCC, such works shall be considered “Licensed Works”), the Economic Operator shall grant the Contracting Authority a licence in the fields of exploitation defined in p. 17.5 below. Original Works and Licensed Works shall be hereinafter referred to jointly as the “Works”.

17.2. In regards to the Original Works, the Economic Operator declares and guarantees that it shall hold all material copyrights and that such rights are not limited in terms of time or territory and are not encumbered with rights of third parties. In regards to the Licensed Works, the Economic Operator declares and guarantees that it shall hold the related rights enabling granting sub-licences for the use of Licensed Works to the Contracting Authority, as defined in the Order or in the GCC. Works shall be understood by the Parties, in particular, technical documentation, final publications, reports, information, analyses, scenarios, opinions, evaluations comprising works as understood according to the effective regulations of the Act on copyright and related rights, accepted by the Contracting Authority, and in the case of withdrawal from the Order, provided to the Contracting Authority until the date on which the declaration of withdrawal from the Order is submitted.

17.3. The Economic Operator declares and guarantees that any works (including Works) delivered in relation to the Order does not violate personal rights, rights resulting from a patent or other industrial property rights and any other rights of third parties which could be violated by the Contracting Authority as a consequence of the use or disposal of the goods acquired according to the Order, within the scope covered by the Order.

17.4. The Economic Operator shall be fully liable for damage caused by ineffective or incorrect acquisition of rights to the Works from third parties or as a consequence of acquisition of rights to the Works, encumbered by rights of third parties, as well as a result of incorrect assignment of rights or licence granting to the Contracting Authority. If any legal faults,

encumbrances, reservations or claims of third parties are disclosed after the day indicated in p. 17.5 below, the Economic Operator shall be obliged to exempt the Contracting Authority from all related claims, charges or objections of third parties, repair all damage suffered by the Contracting Authority because of such faults, encumbrances or claims (including, in particular, payments of all compensations and any fees - including legal fees - suffered by the Contracting Authority), as well as, on request of the Contracting Authority, shall make a public, relevant declaration. The Contracting Authority shall immediately notify the Economic Operator about charges and claims, wherein the Economic Operator shall be able to defend its rights, at its own expense, in the case of potential claims of a third party.

17.5. The transfer of copyrights and of derivative rights or the granting of a license to use the of the Works shall take place on acceptance date of every Work, in the following fields of exploitation:

a) recording and copying (including uploading to computer memory or to other devices), on any media and using any technology (including analogue and digital technologies), systems or formats, mechanical optical, magnetic, electronic or other forms of recording, on audio and video media (including audio-video media), light-sensitive, magnetic, optical media, discs, computer data storage media and chips, print-outs and similar media and on any other forms of data storage media and memory,

b) marketing of the original copy and of copies made according to stipulations listed in ch. a) - marketing, lease, lending, licensing or making the Work available for use according to any other legal basis,

c) other forms of distribution, including:

- broadcasting (including transmission and re-transmission) and re-broadcasting, including visual and audio, wired and wireless transmission by ground stations, satellites and interactive television, in cable television, telecommunication or multimedia networks or using other broadcasting systems (including so called *simulcasting* and *webcasting*), encrypted or non-encrypted, in open or closed circulation, using any technique (including analogue and digital techniques), system or format, with or without the recording option, including text, multimedia, Internet, telephone or telecommunication services,
- all means making the Works publicly available in a manner open to the public at the location and time of their choosing, including ground stations, satellites, cable, telecommunication or multimedia networks, databases, servers or other devices in systems, including systems operated by third parties, in open or closed circulation, using any technique, system or format, with or without recording options, including services listed above in ch. c)
- all public presentations, displays,
- use on Internet websites which may be viewed or accessed all across the world and use of Internet-based, live multimedia transmission,
- use in promotions and advertisements and for information purposes, using television and Internet,
- use of the Work during a procurement, investment process, once or on multiple occasions, in its entirety or partially, at the disposal of the Contracting Authority, in particular construction of any number of buildings, structures, installations or other sites and parts thereof on their basis,
- preparation of a derivative form of the Work by a third party as requested by the Contracting Authority;

17.6. The assignment of rights to Original Works indicated above shall not be limited in terms of time or territory. The licence for the Licensed Works shall be granted without limitations in terms of time or territory. The Licence may be terminated by the Economic Operator not

earlier than 5 years after the day on which it was granted, while the notice period shall five years from the end of the calendar year, during which the termination notice is delivered.

17.7. The remuneration for the assignment of material copyrights or licence granting is included in the price specified in the Order.

17.8. The Economic Operator hereby authorises the Contracting Operator to use the Work as a whole or any parts thereof for promotional and advertising purposes (within the fields of exploitation specified in p. 17.5 above, as posters, photographs, radio or television advertisements and Internet advertising).

17.9. The Contracting Operator shall have the right to use parts of the Work and dispose of them within the fields of exploitation and use specified in p. 17.5 above.

17.10. The Economic Operator hereby authorises the Contracting Operator to execute personal copyrights on behalf of the author of the Work, and in particular to:

a) making decisions regarding inviolability of the contents and of the form,
b) making decisions regarding how the Work should be used.

17.11. The Economic Operator undertakes that the author will not perform his personal copyrights in relation to the Work.

17.12. Upon Work acceptance by the Contracting Authority, the Economic Operator shall transfer onto the Contracting Authority the ownership of copies (material media) containing the Work, within the remuneration of the Economic Operator indicated in the Order.

17.13. The Contracting Authority may distribute and publish materials or make declarations regarding the work without indicating authors of the Work in such materials and declarations.

18. PERSONAL DATA PROTECTION

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

18.2. The Economic Operator hereby confirms that all personal data provided to the Contracting Authority has been collected legally, duly and transparently.

18.3. The Economic Operator hereby confirms that it has met all obligations towards persons the data of whom it provides and towards the Contracting Authority, resulting from the effective personal data protection regulations.

19. ORDER CHANGE / TRANSFER OF RIGHTS AND OBLIGATIONS FROM THE ORDER

19.1. Ordering Additional Works requires an appropriate amendment to the Order, made in writing (under the pain of nullity) or in an electronic form, provided with a secure electronic signature, verified using a valid, qualified certificate. The Economic Operator shall not be entitled to remuneration from the Contracting Authority for Additional Works provided without an annex to the Order made in writing or in an electronic form, provided with a secure electronic signature, verified using a valid, qualified certificate.

19.2. Changes of persons responsible for Order execution, indicated in the contents of the Order, does not require an annex to the Order, but only a notification sent to the other Party by the

Party making such a change, made in writing or in an electronic form, provided with a secure electronic signature, verified using a valid, qualified certificate.

19.3. The Economic Operator shall not transfer its rights or obligations and shall not encumber the rights specified in the Order in their entirety or a part thereof, without a prior approval of the Contracting Authority issued in writing under the pain of nullity, in particular, it shall not approve such an assignment it is entitled to according to the remuneration due to it according to the Order. The assignment and encumbrance of rights or assignment of obligations specified in the Order without the approval of the Economic Operator indicated in the previous sentence, shall be ineffective towards the Economic Operator.

19.4. The Contracting Authority shall have the right to assign all or some of its rights and obligations resulting from the Order onto its partners or their subsidiaries or financing institutions of the Contracting Authority, without the approval of the Economic Operator.

20. FORCE MAJEURE

20.1. Neither of the Parties shall be liable for untimely or incorrect execution of their obligations, if circumstances of Force Majeure are the cause of such untimely or incorrect execution of obligations. The Parties shall understand Force Majeure as extraordinary events beyond the will and control of the Parties, which could not have been foreseen at the time the Order entered into and which could not have been prevented using economically justified measures, i.e. in particular flood, fire, hurricane, earthquake, epidemics, epidemic emergencies, natural disasters, national emergencies, downtime caused by limitations or measures undertaken in relation to or in order to combat phenomena considered by the World Health Organisation or by state authorities as pandemics or epidemics (including those related to COVID-19, the SARS-CoV-2 virus or its mutations). Force Majeure shall not include downtimes caused by disputes between the Economic Operator and any person, group or organisation, a legal entity or another organisational unit, e.g. strikes, protests, etc.

20.2. The Party shall be obliged to immediately inform the other Party about the occurrence, estimated duration, proposed measures and disappearance of Force Majeure.

20.3. The Parties shall agree upon new conditions of Order execution, taking into account, in particular, an appropriate adjustment of the execution deadline, immediately after the cessation of Force Majeure circumstances. If the circumstances of Force Majeure or their consequences last longer than 60 days, the Parties shall have the right to withdraw from the Order. The declaration of withdrawal from the Order requires, under the pain of nullity, a written form or an electronic form provided with a secure electronic signature, verified using a valid, qualified certificate. The withdrawal may take place within 30 days after the deadline indicated in the second sentence. Neither of the Parties shall have the right to claim any compensation for damage caused by Force Majeure circumstances from the other Party.

21. ENVIRONMENTAL PROTECTION

21.1. In regards to Works included in the Order, the Economic Operator shall never allow and shall always prevent emissions, regardless of their form, concentrations and environmental effects of any and all substances and/or waste, which could result in pollution or other environmental damage and introduction of which to the environment violates any relevant regulations or rules, implemented and effective currently or in the future.

21.2. The Economic Operator shall be obliged to continuously monitor Works in terms of waste generation, wastewater discharge, limiting emissions and reasonable use of utilities during execution of the Subject of the Order.

21.3. The Economic Operator shall observe all legal requirements related to the Works executed within the Order and shall remain liable for observance of all regulations, rules and environmental requirements regulating topics of hazardous substances, safety and hygiene.

21.4. The Economic Operator shall not store any hazardous substances at the location where the Subject of the Order is executed with violation of legally imposed storage limitations.

21.5. The Economic Operator shall undertake at its own expense all necessary actions required to protect third parties, including staff and representatives of Contracting Authority against potential damage caused by waste, hazardous and/or toxic substances generated during its activities or used by the Economic Operator.

21.6. The Economic Operator shall immediately agree with Contracting Authority upon all discharges, releases and leakages of hazardous substances and/or waste.

21.7. The Economic Operator shall maintain cleanliness, order and safe conditions at the location where the subject of the Order is executed and at all other locations used in relation to execution of the Order, at all times. At the end of Works included in the subject of the Order, the Economic Operator shall immediately return to Contracting Authority unused materials and equipment provided to the Economic Operator and it shall remove all unused materials and equipment provided by the Economic Operator, as well as other equipment, from the sites of Contracting Authority leaving the grounds and the surrounding area clean, safe and ready for use.

21.8. The Economic Operator shall successively and selectively collect waste generated as a result of works performed by it or on its behalf, included in the subject of the Order, taking care in order to prevent waste generation or mixing and limiting the quantity of waste, through appropriate use of materials and equipment. The Economic Operator shall hand waste over to recovery or neutralisation only to entities which obtained the required permit from the relevant authority or a permit to operate as a waste managing entity, unless such business activity does not require a permit. Every need to remove waste shall be reported by the Economic Operator to Contracting Authority before the waste is removed from the location or Works or from waste storage locations.

21.9. With the exception of paragraph 21.16 and stipulations of the Order stipulating otherwise, the Economic Operator shall remain the waste generating entity in relation to all waste types and quantities generated as a result of Contract execution. The Economic Operator shall be liable for legal handling of the generated waste and shall bear civil, administrative and penal liability for violations of waste-related legislation.

21.10. The Economic Operator hereby declares that it shall not use waste containing oil derivatives generated as a result of Order execution to produce firing fuels or engine fuels and that it shall not transfer such waste to other entities in order to produce firing fuels or engine fuels.

21.11. In regards to waste considered as generated by the Economic Operator according to the Order, the Economic Operator shall be obliged to provide the relevant units of Contracting Authority with information about the type and quantities of generated waste continuously, however, at least within deadlines enabling Contracting Authority systematic and proper stock taking of waste. Such waste may be stored only at location and in warehouse equipment indicated by Contracting Authority, wherein neither the Economic Operator nor

any other individuals acting on its behalf shall be entitled to manage such waste, with the exception of storage by the Economic Operator.

21.12. If Contracting Authority is subjected to any sanctions as a result of the Economic Operator violating regulations related to waste management or of the aforementioned stipulations, the Economic Operator shall immediately reimburse Contracting Authority all documented and related expenses or costs, notwithstanding the right of Contracting Authority to deduct such amounts from any payment due to the Economic Operator.

21.13. If the Economic Operator, despite a written request to remove faults or violations still violates any of the stipulations presented above or regulations effective within Contracting Authoirty it is obliged to observe, Contracting Authority, regardless of the scale, severity, duration and effects of such violations and notwithstanding its rights to withdraw from the Order may, at its own disposal, collect, transport and recover or neutralise waste or order such services within its rights, including storage related to such process with entities selected at its own disposal, on behalf and at the risk and expense of the Economic Operator, while the Economic Operator shall immediately reimburse Contracting Authority the costs of such operations or Contracting Authority shall deduct such costs from payments due to the Economic Operator.

21.14. Contracting Authority hereby informs that all industrial and general waste generated as a result of the presence of persons acting on behalf and/or as ordered by the Economic Operator (including its own staff and/or sub-contractors) at the site of the Contracting Authority should be placed by the Economic Operator in containers intended for selective collection of waste.

21.15. The Economic Operator shall provide containers (bins) for industrial waste generated during execution of the subject of the Order and shall selectively collect such waste. The Economic Operator shall remove and manage the collected waste, as a part of Order execution.

21.16. The aforementioned stipulations shall not apply to generated scrap, in the case of which Contracting Authority shall remain the waste generator. The Economic Operator shall be obliged to collect and transport the scrap to the waste storage yard at the site of Contracting Authority.

21.17. Contracting Authority shall have the right to impose a contractual penalty of 1,000 PLN (in words: one thousand zlotys) onto the Economic Operator for the first case of placement of industrial waste outside the containers (bins) intended for selective collection of industrial waste, provided by the Economic Operator. In the case of the second and every subsequent event, Contracting Authority shall have the right to impose a contractual penalty of 5,000 PLN (in words: five thousand zlotys). The penalty indicated above shall not exclude the right of Contracting Authority to claim additional compensation in excess of the imposed contractual penalty, according to general rules and regulations.

21.18. The following persons shall be authorised to verify that the aforementioned requirements are met: staff of production sites of Contracting Authority, staff of Contracting Authority Working within the area of works resulting in generation of industrial waste, staff of the Environmental Protection Office of Contracting Authority, specialists supervising works on behalf or as ordered by Contracting Authority, as well as staff of entities providing asset and physical security services at the sites of Contracting Authority.

21.19. Detailed information regarding the handling of waste generated by third party companies at the sites of the Contracting Authority are available in the document titled “Waste management rules at the sites of ORLEN Capital Group in Gdańsk - information for third party companies”, made available at https://kontrahenci.lotos.pl.

22. CSR STANDARDS

The Economic Operator declares that he is familiar with the document entitled "CSR Standards for Contractors of Rafineria Gdańska Sp. z o. o." (published on the website: https://rafineriagdanska.pl/repository/55537/ and undertakes to apply and comply with it in cooperation with the Contracting Authority. Furthermore, the Economic Operator is obliged to ensure that his subcontractors are familiar with the aforementioned document.

23. AUDIT OF THE ECONOMIC OPERATOR

Taking into account the quality of the contract fulfilment, including in particular - quality of work, safety of work, environmental protection Contracting Authority reserves the right to carry out audits on the Economic Operator's premises within the scope constituting the subject matter of Order. Such activities are aimed at assessing compliance with requirements referred to order documents and other documents to which Economic Operator is obliged to adhere delivered, as well as appropriate legal regulations, norms and standards applicable to the Order's execution.

24. REFERENCES AND ADVERTISING

The Economic Operator shall have no right to use materials and information related to cooperation, in particular for reference and advertising purposes, without a prior approval of the Contracting Authority. The Economic Operator shall have no right to use the logo, any trademarks or other designations of the Contracting Authority, unless the Contracting Authority authorised the Economic Operator to do so.

25. FINAL STIPULATIONS

25.1. All declarations, agreements and documents related to the Order must include the Order number assigned by the Contracting Authority. This number should be specified, in particular, in all correspondence, in the delivery notification, in invoices, in the receipt note, in the acceptance protocol, etc.

25.2. Correspondence addresses include postal addresses indicated in the presentation of the parties or e-mail addresses indicated in the contents of every Order.

25.3. If stipulations of any paragraph, article, part of the Order or of GCC becomes invalid, ineffective or otherwise unenforceable, it shall have no effect on the validity of other parts or paragraphs, as well as of any other stipulation of the Order or of GCC.

25.4. The Order shall be governed by Polish law, and a common court appropriate for the location of the registered main office of the Contracting Authority shall be the court competent to settle any and all disputes related to the Order.