



**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND
PROVISION OF SERVICES**
ORLEN Technologie S.A.

These General Terms and Conditions for the Purchase of Goods and Provision of Services (hereinafter referred to as the "General Terms and Conditions" or "GTC") together with the Order and all appendices thereto constitute a single agreement between the Parties. Any reference to the Supplier's offers or proposals, whether binding or non-binding, shall not constitute acceptance of any terms and conditions contained in such documents unless their acceptance has been expressly stated in the Order. In the event of any discrepancies between the content of the Order and the General Terms and Conditions, the content of the issued Order shall be binding upon the Parties.

The General Terms and Conditions are divided into articles, paragraphs and headings, but this division is for organisational purposes only and does not affect the interpretation of the provisions of the GTC.

Definitions:

"Ordering Party"	means ORLEN Technologie S.A., a joint-stock company with its registered office in Krosno, ul. Naftowa 8, 38-400 Krosno, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12 th Commercial Division of the National Court Register, under KRS number 0000422566, NIP (Taxpayer Identification Number): 5272351360, REGON (National Business Registry Number): 017196642, BDO (Business Identification Number): 000102754, with share capital of PLN 272,727,240.00;
"Supplier"	means the entity with which the Ordering Party has concluded the Agreement;
"Order" / "Agreement"	means a paid agreement concluded between the Ordering Party and the Supplier, the subject of which is the purchase of Goods or Services, to which the General Terms and Conditions are attached.
"Goods"	means tangible goods, the sale and delivery of which constitute the subject of the Order.
"Service"	means any services that do not involve the delivery of Goods;
"Business Day"	means any day of the week except Saturdays and public holidays in accordance with the Act of 18 January 1951 on public holidays;
"Parties"	means jointly the Ordering Party and the Supplier.

Article I: TERMS AND CONDITIONS OF THE AGREEMENT

1.1. The Supplier and the Ordering Party may conclude an agreement in any manner, including through the Supplier's acceptance of the Order submitted by the Ordering Party. Unless the Order provides otherwise, the Order shall be accepted by sending a copy of the Order signed by persons authorised to act on behalf of the Supplier within 5 Business Days of the date of receipt of the Order. Acceptance of the Order shall mean acceptance of all changes and additions to the Supplier's offer made by the Ordering Party and shall mean the conclusion of the Agreement on the terms and conditions contained exclusively in the Order and the General Terms and Conditions. In particular, acceptance of the Order excludes the application to the Order of any terms and conditions of sale and of deliveries other than those specified in the Order and the General Terms and Conditions.

1.2. Unless otherwise provided by mandatory provisions of law and unless otherwise specified in the Order, the Order may be accepted by the Supplier by returning a copy signed by persons authorised to represent the Supplier via electronic mail (e-mail).

Article II: TERMS AND CONDITIONS OF PERFORMANCE OF THE AGREEMENT

2.1. The Supplier shall immediately inform the Ordering Party of any situation that may affect the timely delivery of the Goods/performance of the Service. However, the above information shall not release the Supplier from its obligations specified in the Order.

2.2. The delivery of the Goods shall be based on the DDP rule "warehouse of the Ordering Party or other place indicated by the Ordering Party" in accordance with INCOTERMS®2020. No later than 2 Business Days before the agreed delivery date of the Goods, the Supplier shall send the Ordering Party a shipping notice, providing the following details: Order number, method and expected date of shipment, shipping specification including quantity, weight, dimensions and contents of the packages, and any instructions necessary for the proper transport, unloading and storage of the Goods.

2.3. The following documents shall be delivered together with the Goods (regardless of the documents for settlement purposes between the Parties, sent by the Supplier):

- shipping specification including the number, weight, dimensions and contents of the packages, identification in the form of factory numbers/heat numbers, etc.
- complete, organised technical/quality documentation (in paper and electronic form) necessary for the proper installation of the Goods at the place of use, proper commissioning, operation and maintenance,
- material certificates, declarations, operating manuals, drawings, test certificates and approvals required by the legal regulations in force in the Republic of Poland and in the European Union,
- instructions for the proper storage of the Goods,
- a warranty document issued by the Supplier (any additional warranty — independent of the Supplier's warranty/manufacturer's warranty card),
- other documents if specified, referenced or indicated in the Order.

2.4. The delivery date shall be understood as the date of delivery of the Goods to the Ordering Party at the place specified in Order (hereinafter the "Place of Delivery") and confirmed by the Ordering Party by signing the delivery note provided with the Goods. Delivery at the Place of Delivery shall take place between 8:00 a.m. and 2:00 p.m. The confirmation on the delivery note referred to in this paragraph shall not be tantamount to acceptance of the delivered Goods.

2.5. Any change to the delivery date agreed in the Order requires the Ordering Party's written consent to be valid.

2.6. Partial deliveries, unless otherwise specified in the Order, require the Ordering Party's written consent.

2.7. The Goods shall not be deemed delivered if all documents necessary for shipment as well as the required documentation are not delivered to the Ordering Party in the manner and form specified in the Order.

2.8. Unless the Order provides otherwise, in the case of imported Goods, the Supplier shall be responsible for placing the Goods in free circulation within the customs territory of the European Union in accordance with applicable regulations, providing the Ordering Party with documents confirming customs clearance, and paying customs duties and import VAT.

It is permissible to include the Supplier's statement on customs clearance and that the Goods are in free circulation within the EU, payment of customs duties and import VAT on the invoice documenting the delivery of imported Goods or on the invoice documenting the intra-Community delivery of Goods.

2.9. Unless otherwise specified in the Order, in the case of delivery of Goods from within the European Union, the Supplier shall comply with all requirements arising from European Union law, in particular, regarding INTRASTAT, VAT and excise duty.

2.10. (deleted).

2.11. If the delivery of Goods or performance of Services involves the Supplier's access to the Ordering Party's production plant or construction site, the Supplier shall familiarise itself with and comply with the provisions of the current instructions regarding pedestrian and vehicular traffic applicable at the Ordering Party's premises as well as the regulations applicable on the construction site.

2.12. In the event of a delay in the delivery of Goods or performance of Services, the Ordering Party shall be entitled, in particular, to the following rights:

2.12.1. The Ordering Party shall charge the Supplier a contractual penalty of 0.5% of the gross value of the undelivered Goods for each day of delay. The total amount of contractual penalties for late delivery shall not exceed 50% of the gross value of the Goods delivered late. If the delayed Goods or Services constitute an integral part of the subject of the Order, the absence of which prevents the Ordering Party from using the Goods already delivered, the basis for calculating contractual penalties shall be the total gross value of the Order.

2.12.2. The Ordering Party shall have the right to consider the Agreement unfulfilled and apply section 2.13.

2.13. In the event of non-performance of the Order by the Supplier, the Ordering Party shall also have the right to immediately withdraw from the Agreement in whole or in part and to apply, jointly or separately, the following legal remedies:

2.13.1. charge a contractual penalty of 20% of the total gross value of the Order (Goods or Services, respectively) in the event of withdrawal from the Agreement in its entirety, or 20% of the gross value of the undelivered Goods or unperformed Services in the event of withdrawal from the Agreement in its unfulfilled part,

2.13.2. charge the Supplier with the costs of performing a so-called substitute agreement, performed by a third party. The substitute agreement shall be performed provided that the subject of the service involves the purchase of specific items designated by type or the performance of Services that may be performed by a third party. In such a case, the Ordering Party, at its sole discretion, without the necessity to obtain consent or authorisation from the court, shall conclude an appropriate agreement with a third party, reserving the right to claim payment of the contractual penalty and compensation for any damages resulting from the delay. The Supplier hereby undertakes to reimburse the Ordering Party for the full costs of performing the so-called substitute agreement. The Supplier shall be obliged to pay these costs on the basis of a debit note (accounting note) issued by the Ordering Party. The basis for issuing an accounting note by the Ordering Party shall be, in particular, an invoice/bill received by the Ordering Party and issued by a third party.

2.14. In the event that circumstances indicate that the Supplier will not complete the Order within the agreed time limit, the Ordering Party shall have the right to immediately withdraw from the Agreement. This right may be exercised within 90 days from the expiry of the delivery date of the Goods/performance of the Service specified in the Order.

2.15. Unless otherwise specified in the Order, the Supplier shall be obliged to submit reports on the status of the Order's performance to the Ordering Party. The reports referred to in the previous sentence shall be: (i) submitted by the 5th day of the calendar month during the period of performance of the Order, (ii) prepared in accordance with the template provided with the Order, (iii) sent to the e-mail address indicated in the Order. If more frequent reporting is required, the Supplier undertakes to send the report referred to in the previous sentence upon each written request from the Ordering Party (e-mail).

Article III: PAYMENT, SPLIT PAYMENT

3.1. Unless otherwise specified in the Order, the following shall apply:

- the price in the Order shall be a lump sum price and shall remain fixed;
- the price in the Order shall be the net price for the Goods or Services. A Supplier based in the Republic of Poland shall add value added tax (VAT) to each invoice issued, in accordance with the applicable regulations. A Supplier based outside the Republic of Poland shall not charge its domestic value added tax or any other tax of a similar nature;
- the payment due shall be made by bank transfer within 30 days of the date of receipt by the Ordering Party of a correctly issued invoice together with an acceptance protocol signed by the Ordering Party, to the Supplier's bank account indicated on the invoice;
- the date of payment shall be understood as the date on which the Ordering Party's bank account is debited;
- if the delivery of the Goods or performance of the Service is not completed in accordance with Article I of the General Terms and Conditions, the Ordering Party shall be entitled to withhold payment until the date on which the Supplier fully performs all obligations constituting the subject of the Order. In such a case, the payment term shall be calculated from the date of signing the relevant acceptance protocol. This shall not limit the Ordering Party's right to enforce the provisions of Article II of the General Terms and Conditions;
- if, after acceptance and unpacking, the delivered Goods prove to be damaged, incomplete or otherwise defective, the Ordering Party shall be entitled to withhold payment until the Goods are replaced with Goods free from defects.

3.2. Payment resulting from the Order shall be made using the split payment mechanism referred to in the Act of 11 March 2004 on goods and services tax, exclusively to the bank account indicated by the Supplier and included in the list of VAT taxpayers kept by the competent administrative authority (the so-called "White List"). This shall apply both to bank accounts kept in Polish zlotys and foreign currencies.

3.2.1. If payment cannot be made in the manner specified in section 3.2 of this Article due to:

- a) the absence of the bank account number indicated by the Supplier on the White List, or
- b) the Supplier's failure to indicate a bank account number in Polish zlotys included in the White List as the account for payment of the gross price corresponding to VAT (applicable in cases where the Supplier indicates a bank account in a foreign currency for payment of the net price),

the Ordering Party shall be entitled to suspend payments to the Supplier of, respectively: the Remuneration (in the case referred to in point (a)) or the part of the Remuneration corresponding to VAT (in the case referred to in point (b)).

3.2.2. In the situation specified in section 3.2.1 of this Article, payment shall be made no later than within 7 (seven) Business Days from (respectively): the day following the Supplier's notification to the Ordering Party of the appearance of its bank account number on the White List (in the case referred to in section 3.2.1(a) above) or the day following the Supplier's notification to the Ordering Party of the bank account number in Polish zlotys included in the White List (in the case referred to in section 3.2.1(b) above).

3.2.3. The Parties agree that the occurrence of the circumstances referred to in section 3.2.1 of this Article shall release the Ordering Party from the obligation to pay interest for delay for the period between the payment date specified in the Order, and the date of completion by the Ordering Party of the payments referred to in section 3.2.2 of this Article to the Supplier.

3.2.4. If, during the term of the Order, the Ordering Party has any debt claims against the Supplier, the Supplier agrees to the Ordering Party's compensation of mutual claims on the date on which the Ordering Party's claim against the Supplier becomes due. As a result of the compensation, the mutual claims of the Parties shall be redeemed up to the amount of the lower claim. Any difference arising as a result of the compensation shall be settled by the Ordering Party or the Supplier in accordance with the provisions of the legal relations from which the compensated claims arose.

3.3. The Ordering Party allows for the possibility of early payment of the amount due to the Supplier (price/remuneration) at the written request of the Supplier, with the consent of the Ordering Party and on the terms specified by the Ordering Party.

Article IV: VAT

4.1. A correct invoice, in addition to the statutory requirements, shall contain the following information:

- the quantity of Goods (type of Service) and the net and gross unit prices of individual items. Each item from the Order shall be specified on the invoice in the same manner as in the Order,
- the name/description of the Goods (Goods or Services),
- the Order number of the Ordering Party,
- terms and conditions of payment in accordance with the Order,
- in the case of deliveries from the European Union — the Supplier's valid VAT identification number (EU VAT number),
- the statement referred to in Article II (2.8) of the General Terms and Conditions, unless the statement constitutes a separate document,

- the CN code of the Goods / PKWiU code for Services,
- additional information resulting from the content of the Order.

4.2. The invoice shall be sent:

- in the form of a single-sided printout, on plain paper, preferably white, typed, without handwritten entries, unnecessary stamps and stains;
- in an envelope to the address: ORLEN Technologie SA, ul. Naftowa 8, 38-400 Krosno;
- in electronic form to the following address: efaktury@technologie.pgnig.pl.

4.3. The Supplier declares that it is an active taxpayer of value added tax (VAT) and holds a Tax Identification Number (NIP), and undertakes to maintain this status at least until the date of issue of the last invoice to the Ordering Party. If the Supplier is removed from the VAT register on the basis of the conditions specified in the VAT Act, the Supplier shall immediately notify the Ordering Party thereof.

If the Supplier fails to notify the Ordering Party of its removal from the VAT register referred to in the preceding sentence, the provisions of section 4.8 of this Article shall apply accordingly, except where the Supplier, within 30 (in words: thirty) days from the date of obtaining information about its removal from the VAT register, provides the Ordering Party with documents confirming that the registration has been restored. For intra-Community transactions, the Supplier is obliged to indicate the European VAT number (VAT-EU number) in each Order.

Irrespective of the above provisions, the Supplier undertakes to present a current official certificate confirming the Supplier's registration as an active VAT taxpayer no later than before acceptance/signing of the Order.

4.4. The Ordering Party declares that it is an active taxpayer of value added tax (VAT) and holds the Tax Identification Number NIP 5272351360. For intra-Community transactions, the Ordering Party's European Tax Identification Number (VAT-EU Number) — PL 5272351360. The Ordering Party authorises the Supplier to issue invoices without the signature of a person authorised by it.

4.5. (deleted).

4.6. The Supplier guarantees and is responsible for the correctness of the VAT rates applied, which means that if the tax authorities question the Ordering Party's right to deduct VAT for this reason, that, in accordance with the regulations, the transaction in question was not subject to this tax, was exempt from VAT or was subject to taxation at a rate other than that applied, the Supplier shall, at the Ordering Party's written request and within the time limit specified therein, make the appropriate correction to the invoice and refund the difference to the Ordering Party within 21 (twenty-one) days from the date of such request. In the event of the Supplier's refusal to issue a corrective invoice, the Supplier agrees to refund the Ordering Party the equivalent of the VAT disputed by the tax authorities, whereby the refund shall be made on the basis of an accounting note (debit note) issued by the Ordering Party within 21 (twenty-one) days from the date of its issue by the Supplier. In each of the above cases, the Supplier shall also reimburse the Ordering Party for the equivalent of sanctions, interest, penalties and other charges additionally incurred by the Ordering Party or imposed by the tax authorities, and this reimbursement shall be made in the manner described in the previous sentence.

4.7. (deleted).

4.8. The provisions of sections 4.9 — 4.15 shall apply from the date on which the Supplier is obliged to issue invoices (which, within the meaning of this paragraph, also includes corrective invoices) structured using National e-Invoice System (hereinafter: KSeF) pursuant to the provisions of the Act of 11 March 2004 on Goods and Services Tax (hereinafter: the "VAT Act") and from that date they shall prevail in the event of any discrepancies with other provisions of the General Terms and Conditions, the Order or other arrangements between the Parties governing the manner of issuing, sending and receiving invoices.

4.9. The Supplier shall issue and make the invoice available to the Ordering Party using KSeF, unless circumstances specified in the VAT Act occur that make such action impossible or entitle the Supplier to act otherwise. In such a case, the invoice shall be issued and made available to the Ordering Party in accordance with the rules set out in the VAT Act and the sections below.

4.10. The date of issue of a structured invoice shall be the date on which the Supplier sends the invoice to KSeF, and in the case of an invoice referred to in Article 106na(1) or (16) of the VAT Act or invoices issued during periods of failure or unavailability of KSeF, the date of issue indicated by the Supplier on that invoice.

4.11. The date of effective delivery of the invoice to the Ordering Party shall be deemed to be the date of its receipt within the meaning of the VAT Act; in the case of a structured invoice, this shall therefore be the date on which it is assigned an individual identification number in KSeF.

4.12. If the VAT Act allows for the possibility of making the invoice available to the Ordering Party in a manner other than using KSeF, such invoice may be delivered to the Ordering Party at one of the following addresses:

- the postal address agreed between the Supplier and the Ordering Party (in such a case, the date of effective delivery of the invoice shall be deemed to be the date of delivery to the Ordering Party of a letter containing the above-mentioned invoice, marked with the appropriate codes in accordance with the VAT Act (with the proviso that if such a letter is not collected, the invoice shall be deemed to have been effectively delivered 14 days after the first notification of an attempt to deliver such a letter) or the date on which the invoice is assigned a KSeF identification number, whichever occurs first).
- e-mail address agreed between the Supplier and the Ordering Party (in such a case, the date of effective delivery of the invoice shall be deemed to be the date on which the Supplier sends an e-mail to the Ordering Party containing the above-mentioned invoice, e.g. in pdf

format, marked with the appropriate codes in accordance with the VAT Act, or the date on which the invoice is assigned an identification number in KSeF — whichever occurs first).

4.13. The invoice shall be deemed correctly issued if it is issued in accordance with the rules for issuing invoices specified in the VAT Act.

4.14. If the Order requires the submission of structured attachments to invoices, then the rules referred to in sections 4.12 and 4.13 above shall apply accordingly to structured attachments.

4.15. If the Order requires the submission of attachments to invoices that are not structured attachments (i.e. they are not an integral part of the invoice and are not delivered using KSeF), then such attachments shall be delivered to the Ordering Party to the e-mail address indicated in the Order or agreed between the Supplier and the Ordering Party in another manner.

Article V: SANCTIONS CLAUSE

5.1. Supplier's representations:

The Supplier represents that, to the best of its knowledge, as at the date of conclusion of the Agreement (acceptance of the Order), both the Supplier and its subsidiaries, parent companies and members of its governing bodies, as well as persons acting on its behalf and for its benefit:

5.1.1. comply with sanctions regulations imposed by the United Nations, the European Union, the Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, as well as other entities of a similar nature and authorities acting on their behalf (hereinafter: the "Sanctions Regulations");

5.1.2. are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures imposed under the Sanctions Regulations, and are not legal or natural persons with whom the Sanctions Regulations prohibit transactions (hereinafter: the "Sanctioned Entity");

5.1.3. are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria described in section 5.1.2. above;

5.1.4. do not reside or have their registered office or principal place of business in a state subject to the Sanctions Regulations or are not established under the law of a state subject to the Sanctions Regulations;

5.1.5. are not involved in any proceedings or investigations against them in connection with a violation of any Sanctions Regulations.

5.2. Supplier's obligations:

The Supplier undertakes that during the term of the Agreement:

5.2.1. both the Supplier and its subsidiaries and members of its governing bodies, as well as persons acting on its behalf and for its benefit, shall conduct their activities in compliance with the Sanctions Regulations;

5.2.2. any remuneration due to it under the Agreement shall not be directly or indirectly available to the Sanctioned Entity or used to benefit the Sanctioned Entity, to the extent that such action is prohibited under the Sanctions Regulations;

5.2.3. all representations made in section 5.1 shall remain true, and if any representation made in section 5.1 becomes untrue, the Supplier shall immediately, but no later than within 30 days of becoming aware of such a circumstance, inform the Ordering Party of each such case (unless legally prohibited) and of the measures taken to restore the accuracy of such representations;

5.2.4. cover all damages incurred by the Ordering Party as a result of any actions or omissions of the Supplier, its subsidiaries, parent companies and members of its governing bodies, as well as persons acting on its behalf and for its benefit in connection with the non-performance or improper performance of the obligations referred to in this section 5.2.

Article VI: INTELLECTUAL PROPERTY RIGHTS

6.1. The Supplier guarantees that there are no valid patents or other industrial property rights, copyrights and other related rights and know-how of third parties that could be infringed by the Ordering Party as a result of the use or disposal of the purchased Goods.

6.2. The Supplier undertakes to indemnify the Ordering Party against any claims or objections made by third parties in connection with the infringement of the above-mentioned rights and to pay any costs (including legal fees) and damages awarded against the Ordering Party, provided that the Ordering Party immediately informs the Supplier of such allegations and claims arising therefrom and that the Supplier has the opportunity and right to clarify the allegations and claims at its own expense and to defend itself or control the defence against any third party claims.

6.3. If the Order specifies that the subject matter of the Agreement also includes the delivery of documentation and the transfer of copyright to documentation constituting a work within the meaning of the Copyright Act, the following provisions shall apply:

6.3.1. The Supplier undertakes to deliver the documentation described in the Order, hereinafter referred to as the "documentation".

6.3.2. The Supplier represents and guarantees that it holds the economic copyrights to the works created in the performance of or in connection with the performance of the Order (hereinafter referred to as the "Works") and that these rights are not limited or encumbered by the rights of third parties;

6.3.3. Upon delivery of the Works, the Supplier shall transfer to the Ordering Party, as part of the remuneration specified in the Order, the economic copyrights and related rights in the scope of unlimited use of the Works in terms of time and place in all fields of exploitation known at the time of signing the Order;

6.3.4. The transfer of copyrights and related rights without time or territorial restrictions includes the following separate fields of exploitation:

— recording the documentation on all data carriers known at the time of signing the Order and by any technique known at the time of signing the Order;

— reproducing the documentation using any technique known at the time of signing the Order on all data carriers known at the time of signing the Order;

— marketing the original or copies of the documentation in any form without any restrictions;

— entering into computer memory;

— entering into and distributing via computer networks, including the Internet and intranet networks;

— rental and lending;

— publication in the form of brochures, publications, leaflets and folders, and other types of industry presentations.

In the case of works constituting computer programs, the transfer of economic copyrights shall take place in the fields of exploitation specified in Article 74(4) of the Act of 4 February 1994 on copyright and related rights. The Ordering Party shall acquire ownership of the media on which the delivered or created works are recorded upon acceptance of the works, and the transfer of economic copyrights shall include the transfer of the right to:

— permanent or temporary reproduction of the computer program in whole or in part by any means and in any form, whereby the Supplier agrees to the reproduction of the computer program to the extent necessary for the loading, display, use, transmission and storage of the computer program;

— translation, adaptation, layout changes or any other changes to the computer program;

— distribution, including lending or renting, of the computer program or copies thereof.

6.3.5. The transfer of economic copyrights shall also include permission to exercise derivative copyrights and authorisation for the Ordering Party to permit third parties to exercise such derivative rights in the fields of exploitation listed in section 6.3.4 above.

6.3.6. To the extent permitted by separate regulations, the Supplier agrees that the Ordering Party make any changes to the documentation and corrections.

6.3.7. The Parties agree that the documentation shall be used by the Ordering Party or entities authorised by the Ordering Party to use.

6.3.8. In the event of claims being made by third parties against the Ordering Party in connection with the infringement of copyrights to the documentation constituting the subject of the Agreement, which, in accordance with the provisions of this Agreement, have been effectively transferred to the Ordering Party, the Supplier undertakes to release the Ordering Party from the obligation to satisfy the claims made by these third parties.

6.3.9. The Supplier shall place the following statement on each page of the documentation, including the page containing drawings, in a manner visible and legible to the recipient: "All copyrights and related rights to this documentation are owned by ORLEN TECHNOLOGIE S.A."

6.3.10. The delivered documentation shall be prepared in Polish language, and optionally also in English if the Order so stipulates, and additionally in electronic form.

6.3.11. The Supplier shall prepare documentation using the templates provided by the Ordering Party together with the Order (Ordering Party's logotypes).

Article VII: ACCEPTANCE OF GOODS

7.1. The Goods shall be checked by the Ordering Party immediately upon receipt, but no later than within 5 Business Days from their delivery to the Ordering Party, unless, due to the intended use of the Goods or the need to store them in their packaging, the acceptance is carried out on a different date specified in the Order. A condition for acceptance is the delivery of all required quality documentation by the Supplier. An acceptance protocol shall be drawn up for the acceptance of the Goods, prepared on the template provided with the Order by the Ordering Party. The Supplier has the right to participate in such acceptance at its own expense, upon prior notification to the Ordering Party of its intention to do so. In the case referred to in the previous sentence, the Ordering Party shall inform the Supplier of the actual date of acceptance. It is permissible to store the Goods in the Supplier's warehouses under the conditions specified in detail in the Order.

7.2. The Supplier shall be responsible for the completeness of the delivery of the Goods together with the quality/acceptance documentation required by the Ordering Party. In the event of any items are missing, they shall be delivered by the Supplier in accordance with the terms set out in Article II section 2.2 of the General Terms and Conditions, unless the Ordering Party decides otherwise. The Supplier undertakes to bear all costs arising from the delivery of the ordered items.

7.3. Failure by the Ordering Party to report claims for defects in the Goods and the issuance of an acceptance protocol (or other equivalent document confirming acceptance) shall not prevent their subsequent reporting if such defects become apparent only after acceptance carried out by the Ordering Party.

7.4. The right of ownership, in particular the right to dispose of delivered Goods, or, in the case of deliveries in batches, the delivered part of the subject of the Order, as well as the risk of their loss or damage, shall be transferred to the Ordering Party upon signing by the Ordering Party of the acceptance protocol referred to in this Article or another equivalent document confirming acceptance.

7.5. If all the requirements specified in this Article are not met during acceptance, the Ordering Party shall refuse to accept the Goods and issue a relevant non-conformity report.

Article VIII: FORCE MAJEURE

8.1. Neither Party shall be liable for non-performance or improper performance of the Agreement or for any damage caused by the occurrence of a Force Majeure event.

8.2. The occurrence of a Force Majeure event and its impact on the performance of the Agreement and the occurrence of damage must be demonstrated by the Party invoking Force Majeure and confirmed by the other Party.

8.3. The following external events, which cannot be predicted at the time of conclusion of the Agreement and over which neither Party has any control, and which the affected Party, acting with due diligence, could not have foreseen and could not have prevented, shall be considered Force Majeure: acts of war, acts of terrorism, riots, natural disasters, decisions of state authorities or any other fortuitous event resulting in chemical or radioactive contamination or poisoning of persons, real estate or movable property. The duration of these events shall be taken into account in the schedule. If this period exceeds 3 months, both Parties shall agree on a new terms of cooperation. The Parties confirm that strikes by the Parties' employees shall not be considered Force Majeure.

8.4. The Party that is unable to perform its obligations due to Force Majeure shall be obliged to:

8.4.1. immediately notify the other Party of this fact, no later than within 24 hours of the occurrence of such event;

8.4.2. provide reliable evidence thereof within 3 days from the occurrence of such event, under pain of losing the right to invoke Force Majeure.

Once the Force Majeure event ceases, the other Party shall be notified of this fact immediately, but no later than within 3 days from the cessation of the effects of the Force Majeure. The consequences of failure to notify the cessation of Force Majeure shall be governed by the same rules as those applicable to failure to notify its occurrence. Failure to comply with the above requirement shall result in the loss of the right to invoke the occurrence of Force Majeure.

8.4.3. In the event of a justified invocation of Force Majeure and the inability to continue the performance of the Agreement due to the occurrence of a Force Majeure event, the Parties shall renegotiate the Agreement, in particular with regard to its settlement. If the suspension lasts longer than 90 days, i.e. if the circumstances of Force Majeure or its effects last for more than 90 days and if no agreement has been reached on the amendment, termination or settlement of the Agreement, each Party shall have the right to withdraw from the Agreement with effect for the future (i.e. with respect to the unperformed part). The right to withdraw from the Agreement for the reasons described in this section shall be granted to each Party until the expiry of 90 days from the contractual completion date of the Order.

8.4.4. In the event of withdrawal from the Agreement for the reason referred to in section 8.4.3. above, the Ordering Party shall only be obliged to pay for the elements of the Subject of Delivery received by the Ordering Party until the date of termination of the Agreement.

Article IX: WARRANTIES

- 9.1. The Supplier guarantees that the Goods delivered under the Order shall comply with the specifications, drawings and all other requirements of the Order, and that they will be new, unused, of the highest quality, suitable and fit for their intended use as specified in the Agreement, properly designed, manufactured appropriately and from the right material, free from defects, and shall meet the technological requirements specified in the Order.
- 9.2. The Supplier guarantees that the Goods shall be manufactured and, if specified in the Order, assembled/installed in accordance with the legal regulations in the Republic of Poland, health and safety and fire safety regulations, Polish Standards and UDT/PED regulations, as well as standards applicable in the European Union.
- 9.3. Unless otherwise specified in the Order, the warranty shall be valid for a period of 36 months from the date of signing the relevant Goods acceptance protocol by the Ordering Party.
- 9.4. The Ordering Party shall submit a complaint about the Goods immediately after discovering a defect in the Goods. Within 2 Business Days from receiving information about the defects, the Supplier shall be obliged to inform the Ordering Party about the measures taken or to be taken, as well as the time necessary, in its opinion, to remove the defect.
- 9.5. In accordance with the provisions of this Article, the Supplier shall, at its own expense, including in particular the costs of disassembly and reassembly, travel and accommodation costs of the Supplier's specialists, repair or replace the Goods or their damaged parts without delay, but no later than within the maximum period specified by the Ordering Party. Items that have been replaced or are to be replaced by the Supplier shall be made available to the Ordering Party on the terms specified in Article II section 2.2 of the General Terms and Conditions.
- 9.6. If, before the Supplier takes action to repair or replace the Goods, an inspection by the Supplier is required, the Supplier shall carry it out at its own expense as soon as possible, but no later than within 3 Business Days from receiving the complaint and after notifying the Ordering Party.
- 9.7. If a complaint about the quality of the Goods submitted by the Ordering Party is not accepted by the Supplier, the results of analyses of the Goods carried out by an independent laboratory selected by both Parties shall be binding and final. The Ordering Party shall bear the costs of such analyses only if its complaint proves to be unjustified.
- 9.8. The Ordering Party shall also have the right to repair and replace parts on its own or with the help of another entity if the repairs are minor or necessary to prevent further damage or must be carried out immediately for another important reason. The condition for the application of the provision of the previous sentence is prior notification of the Supplier.
- 9.9. If the Supplier, having been informed of the existence of a defect, fails to take immediate steps to remedy it within the time limit set by the Ordering Party, the Ordering Party shall be entitled to take all necessary measures to remedy the damage at the Supplier's expense and risk. However, this shall not release the Supplier from its contractual obligations.
- 9.10. The Supplier's warranty for the Goods or part thereof, which has been repaired or replaced in accordance with this Article, shall be extended:
- 9.10.1. by an additional 36 months counted from the date of repair/replacement — in the case of replacement or substantial repair of the Goods or part thereof,
- 9.10.2. by a period corresponding to the time during which the subject of the Order could not be used by the Ordering Party, unless section 9.10.1 provides that, due to the extent of the defect, the warranty period shall run from the beginning.
- 9.11. The warranty shall not exclude the Ordering Party's rights under the warranty for physical or legal defects of the Goods.

Article X: SPECIFIC PROVISIONS REGARDING SERVICES

- 10.1. Unless otherwise specified in the Order, it is assumed that all costs, including additional costs, related to the Services provided by the Supplier, such as accommodation, travel, insurance of the Supplier's personnel, etc., shall be borne by the Supplier. The Supplier undertakes to provide, at its own expense, all materials, equipment and tools necessary for the performance of the Order and all other elements, both permanent and temporary, necessary for the performance of the Agreement.
- 10.2. Confirmation of the performance of the Service by the Supplier shall be an acceptance protocol drawn up on a template provided by the Ordering Party together with the Order, signed by the Parties. The provisions of Article VI of the General Terms and Conditions shall apply accordingly.
- 10.3. The Supplier shall be obliged to provide personnel with qualifications appropriate for the proper and timely performance of the Service.
- 10.4. (deleted).

10.5. If the performance of the Service requires the cooperation between the personnel of the Supplier and the Ordering Party, the Supplier shall be responsible for the correctness of the guidelines and instructions issued by its personnel. Important instructions regarding assembly/services should be provided by the Supplier's personnel in writing.

10.6. The Supplier shall be fully liable for any damage or loss resulting from the actions of the personnel providing the Services, as well as from incorrect instructions and guidance provided by the Supplier's personnel.

10.7. The Supplier shall ensure that the Services provided by it are performed properly and in accordance with the Order, with the utmost professional diligence. If any defects are found within 36 months of the performance of the Service, the Supplier shall be obliged to remove them immediately at its own expense and risk, within the time limit set by the Ordering Party. For defects in the Service, which is to produce a specific result, the Supplier shall be liable under warranty as the party accepting the order in a contract for specific work.

10.8. The Supplier shall be obliged to ensure full insurance coverage for its employees for the duration of the performance of the Service on the premises of the Ordering Party and on the construction site. The Supplier shall also assume the risk, any possible consequences and claims related to:

10.8.1. accidents involving the Supplier's personnel occurring during the performance of the Service,

10.8.2. damage and losses caused by the Supplier's personnel, incurred by the Ordering Party or third parties,

10.8.3. damage or destruction of tools and other equipment owned by or at the disposal of the Supplier or its personnel.

10.9. The Supplier shall be responsible for fulfilling all formalities, notifying the relevant administrative authorities, obtaining all necessary permits and paying all tax liabilities and social security contributions related to the employment of the Supplier's personnel to perform the Services on the Ordering Party's premises.

10.10. The Supplier shall be obliged to ensure that the Supplier's employees and subcontractors performing the Service have valid health and safety training, medical examinations and the qualifications required for the performance of the Service.

10.11. The Supplier's personnel shall comply with the regulations in force at the Ordering Party's premises and on the construction site (if applicable).

10.12. The Supplier shall assume, with regard to the work performed and the employees and other personnel employed, all obligations, authorisations and responsibilities arising from health and safety, fire safety and environmental protection regulations, construction law, and shall bear responsibility for consequences resulting from negligence in this respect.

10.13. In matters not regulated by this Article, the provisions of the General Terms and Conditions concerning the delivery of Goods shall apply accordingly to the Services.

Article XI: CONTRACTUAL PENALTIES AND LIABILITY

11.1. The Ordering Party shall be entitled to charge contractual penalties, in addition to the penalties specified in other Articles of the General Terms and Conditions, also on the following grounds:

11.1.1 for delay in commencing the removal of defects and faults identified during acceptance or revealed during the quality guarantee and warranty period for defects, as well as in the removal of such defects or faults — in the amount of 0.5% of the total net value of the Order for each day of delay, calculated respectively from the expiry of the deadline for commencing the removal of defects and faults or the deadline set for the removal of defects and faults, in each case;

11.1.2 withdrawal from the Agreement for reasons attributable to the Supplier — in the amount of 20% of the total net value of the Order;

11.1.3 failure to deliver on time or at the request of the Ordering Party: (i) reports referred to in Article II section 2.15 of the General Terms and Conditions, (ii) insurance documents, or (iii) documents confirming the establishment of Security in accordance with the provisions of the Agreement — in the amount of 0.5% of the total net value of the Order for each day of delay, but not more than 20% of the total net value of the Order;

Contractual penalties may be calculated cumulatively. The Parties establish a total limit for contractual penalties within the scope of a given Order at 50% of the total net value of the Order.

11.2. The Supplier undertakes to indemnify and hold harmless the Ordering Party from any obligation to provide any benefits to third parties for any personal injury or damage to the environment caused by the Goods or related to their use as a result of defects in the Goods or Services provided.

11.3. If the damage caused to the Ordering Party as a result of a breach of the Agreement by the Supplier exceeds the amount of contractual penalties stipulated for such a breach, the Ordering Party shall have the right to claim compensation on the basis of the general principles set out in Polish common law.

11.4. If the Supplier is subject to contractual penalties specified in the Order/General Terms and Conditions or causes damage to the Ordering Party, the Supplier shall be obliged to pay them by bank transfer within 14 days from the date of issue of the accounting note (debit note). The Ordering Party shall also have the right to deduct from the amount of payment resulting from the Agreement an amount corresponding to the amount of contractual penalties due or the amount of compensation. The Ordering Party shall issue a debit note for the amount of contractual penalties, which shall constitute the basis for the deduction.

Article XII: INFORMATION PROTECTION – TRADE SECRET

12.1. The Supplier undertakes to keep confidential any information provided directly or indirectly by the Ordering Party (in any form, i.e. in particular oral, written or electronic), as well as information obtained by the Supplier in any other way during mutual cooperation, including in connection with the conclusion and performance of the Agreement, which directly or indirectly concerns the Ordering Party, companies of the Ordering Party's Capital Group or their contractors, including the content of the Agreement. The Parties agree that all technical, technological, organisational or other information of economic value, not disclosed to the public, provided by the Ordering Party or on its behalf, or obtained by the Supplier in any other way during the negotiation, conclusion and performance of the Agreement shall be treated as a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws 2019, item 1010, as amended) (hereinafter: the "Trade Secret"), unless, at the time of disclosure, the disclosing party specifies in writing or in electronic form a different nature of such information than that specified above.

12.2. By undertaking to keep the information specified in section 12.1 above confidential, the Parties understand that they are prohibited from using, disclosing or transferring this information in any way and to any third parties, except in the following situations:

12.2.1. disclosure or use of the information is necessary for the proper performance of the Order and is consistent with the Order, or

12.2.2. the information is already publicly available at the time of disclosure and its disclosure was made by the Ordering Party or with its consent, or in a manner other than through unlawful or contractual action or omission, or

12.2.3. the Supplier is obliged to disclose the information by a court or a competent authority or in the event of a legal obligation to disclose such information, provided that the Supplier shall immediately notify the Ordering Party in writing about the obligation to disclose the information and its scope, and shall take into account, where possible, the Ordering Party's recommendations regarding the disclosure of information, in particular with regard to submitting a request for exemption from public disclosure, the validity of filing an appropriate appeal, revocation or other equivalent legal remedy, and shall inform the court or authorised body of the protected nature of the information provided or

12.2.4. The Ordering Party has given the Supplier written consent to disclose or use information for a specific purpose, in the manner indicated by the Ordering Party.

12.3. The Supplier shall implement such security measures and procedures as are appropriate and sufficient to ensure the secure processing of Trade Secret, in accordance with the Order and the law, in order to prevent any unauthorised use, transfer, disclosure or access to such information. In particular, the Supplier shall not copy or record the Trade Secret unless it is justified by the proper performance of the subject of the Order by the Supplier. The Supplier shall be obliged to immediately notify the Ordering Party of any violations of the rules of protection or unauthorised disclosure or use of the Company Secrets processed in connection with the performance of the Order.

12.4. The obligation to keep the information referred to in section 12.1 of this Article confidential also extends to the Supplier's employees and other persons, including in particular auditors, advisors and subcontractors to whom the Supplier discloses such information. The Supplier shall ensure that the above-mentioned persons undertake in writing to protect the Trade Secret on terms at least equivalent to those specified in these GTC. The Supplier shall be fully liable for the actions or omissions of persons who have obtained access to the Trade Secret, including the liability referred to in section 12.8.

12.5. The Supplier shall, at the request of the Ordering Party, within no more than 5 days, send the Ordering Party a list of persons and entities who have obtained access to the Trade Secret through the Supplier. Failure to comply with the obligation referred to in this section shall be treated as unauthorised disclosure of the Trade Secret, resulting in the liability referred to in section 12.8.

12.6. The obligation to keep the information confidential shall remain in force for the duration of the Order, as well as for a period of 10 years after its termination, expiry or revocation or invalidation of its legal effects. If, despite the lapse of the period referred to in the preceding sentence, the Trade Secret remains protected on the basis of the Ordering Party's internal regulations or decisions, or on the basis of specific legal provisions, the Ordering Party shall notify the Supplier in writing of the extension of the protection period for an additional period indicated by the Ordering Party (but not longer than 10 years), to which the Supplier hereby agrees. The notification referred to in the preceding sentence shall be made before the expiry of the 10-year protection period referred to in the first sentence of this section, but no later than 10 Business Days before the expiry of the above obligation. The Parties agree that the obligation described in this paragraph shall remain in force regardless of the termination, expiry or revocation or invalidation of the legal effects of the Order.

12.7. No later than 3 Business Days after the expiry of the protection period referred to in the preceding paragraph, the Supplier and all persons to whom the Supplier has disclosed the Trade Secret shall return to the Ordering Party or destroy all materials containing such information.

12.8. In the event of unauthorised use, transfer or disclosure of the Trade Secret by the Supplier, the Ordering Party shall be entitled to demand payment of a contractual penalty from the Supplier in the amount of 10% of the net value of the Order, but not less than PLN 50,000.00 (in words: fifty thousand zlotys) for each case of unauthorised use, transfer or disclosure of the above-mentioned information. Payment of the contractual penalty indicated above shall not limit the Ordering Party's right to claim compensation from the Supplier on general terms, if the amount of damage suffered exceeds the amount of the contractual penalty specified in these GTC. The above shall in no way exclude other sanctions and rights of the Ordering Party specified in the provisions of law, including the Act of 16 April 1993 on combating unfair competition.

12.9. If, in connection with the performance of the Order, it is necessary to access or transfer to the Supplier personal data within the meaning of the Act of 10 May 2018 on the protection of personal data, the Supplier shall be obliged to conclude with the Ordering Party, prior to the commencement of processing such data, an appropriate separate agreement, the subject of which shall be the rules and conditions for the protection and processing of such data.

12.10. If, during the performance of the Order, it becomes necessary to access or transfer to the Supplier, in any form, information constituting a Trade Secret of ORLEN Technologie SA, understood as a particularly protected type of the Ordering Party's Trade Secret, for which special measures have been taken as specified in the Ordering Party's internal documents, in order to keep it secret and whose use, transfer or disclosure to an unauthorised person significantly threatens or infringes the interests of the Ordering Party, The Supplier undertakes to immediately conclude with the Ordering Party, prior to receiving and commencing the processing of such information, a separate agreement, in accordance with the Ordering Party's internal regulations, the subject of which shall be the rules and conditions for the protection of ORLEN Technologie S.A. Trade Secret.

12.11. For the avoidance of doubt, the Parties confirm that the Supplier, regardless of the obligations specified in these General Terms and Conditions, is also obliged to comply with additional requirements regarding the protection of certain types of information (e.g. personal data, confidential information) resulting from applicable law.

12.12. The Supplier declares that it agrees to disclose the content of the Order and information and data related to its performance to companies belonging to the ORLEN Capital Group.

12.13. Notwithstanding the provisions of section 12.8 of this Article, the Ordering Party reserves the right to immediately withdraw from the Agreement in the event that the Supplier fails to comply with the conditions specified in this Article. This right may be exercised until the expiry of the period referred to in Article II section 2.14 of the General Terms and Conditions.

Article XIII: EXTERNAL COMMUNICATION

13.1. The Supplier undertakes to obtain the prior written consent of the Ordering Party to include the name of the company, information about the company, trademark or logo of the Ordering Party on its website, list of contractors, in brochures, advertisements and any other advertising, promotional and marketing materials. In such a case, the Supplier undertakes to submit to the Ordering Party, together with the request for consent, a draft of the materials in which such information would be published.

13.2. The Supplier also undertakes to obtain the Ordering Party's prior written consent to disclose any information concerning the Agreement to the mass media, such as the press, radio, television and the Internet. In such a case, the Supplier undertakes to submit to the Ordering Party, together with the request for consent, the content of the information to be used in the mass media and the type of media, together with their names, through which the information will be distributed.

13.3. In the event of non-performance or improper performance of the obligations specified in this Article, the Ordering Party shall be entitled to charge a contractual penalty of PLN 50,000.00 (in words: fifty thousand zlotys) for each case of breach. The payment of the contractual penalty referred to above shall not limit the Ordering Party's right to claim additional compensation on general terms if the amount of damage suffered exceeds the reserved amount of the contractual penalty.

13.4. The Supplier acknowledges that all rights to designations used in the Ordering Party's business activities, including rights to trademarks, unregistered designations and the company name, are legally protected on the basis of registration with the relevant authorities or legal provisions in favour of the Ordering Party. Any use of the above-mentioned designations without the Ordering Party's consent or in a manner inconsistent with this Agreement, as well as authorising third parties to use them, shall constitute a violation of the rights of ORLEN Technologie S.A.

Article XIV: PROCESSING OF PERSONAL DATA

14.1. The processing of personal data shall be carried out in accordance with the rules set out in the Order.

Article XV: ANTI-CORRUPTION CLAUSE

15.1. Each Party certifies that, in connection with the performance of this Agreement, it shall exercise due diligence and comply with all applicable anti-corruption laws issued by the competent authorities in Poland and the European Union, both directly and when acting through controlled or affiliated business entities of the Parties.

15.2. Each Party certifies that it has implemented procedures to prevent corruption and conflicts of interest.

15.3. Each Party further certifies that, in connection with the performance of the Agreement, it shall comply with all internal requirements and regulations applicable to the Parties regarding standards of ethical conduct, anti-corruption measures, lawful accounting of transactions, costs and expenses, conflicts of interest, giving and receiving gifts, as well as anonymous reporting and clarification of irregularities, both directly, and when acting through controlled or affiliated entities of the Parties.

15.4. The Parties ensure that in connection with the conclusion and performance of the Agreement, neither Party, nor any of their owners, shareholders, members of the management board, directors, employees, subcontractors, nor any other person acting on their behalf, has made, offered or promised to make, offer or promise to make, nor authorized the making of any payment or other transfer constituting a financial benefit or any other benefit, directly or indirectly, to any of the following:

(i) a member of the management board, director, employee or agent of a Party or any controlled or affiliated business entity of the Parties, (ii) a public official, understood as a natural person performing a public function within the meaning assigned to that term in the legal system of the country in which this Agreement is implemented, or in which the registered offices of the Parties or any controlled or affiliated economic entity of the Parties are located; (iii) a political party, a member of a political party, or a candidate for public office; (iv) an agent or intermediary in exchange for payment to any of the above; or (v) any other person or entity — for the purpose of obtaining their decision, influence or action that could result in any unlawful advantage or for any other improper purpose, if such action violates or would violate anti-corruption laws issued by competent authorities in Poland and within the European Union, both directly or through controlled or affiliated business entities of the Parties.

15.5. The Parties shall be obliged to immediately inform each other of any breach of the provisions of this anti-corruption clause. Upon written request of either Party, the other Party shall immediately provide information and respond to reasonable questions concerning the performance of this Agreement in accordance with the provisions of this anti-corruption clause.

15.6. In order to ensure the proper performance of the obligation referred to above, each Party certifies that during the term of the Agreement it shall provide any person acting in good faith with the opportunity to report irregularities anonymously via:

— Traditional correspondence — sending letters to an address guaranteeing anonymity:

The department responsible for audit/ internal control at ORLEN Technologie S.A., ul. Naftowa 8, 38-400 Krosno, with the note "DO RAJK WŁASNYCH" (P.O. Box),

— Telephone conversation — conversation with an employee The department responsible for audit/ internal control at ORLEN Technologie S.A., at telephone number: +48 885 124 193.

Telephone duty will be performed on Business Days between 8:00 a.m. and 2:00 p.m.

15.1 In cases of suspected corrupt practices committed in connection with or for the purpose of performing this Agreement by any representatives of either Party, the Parties undertake to cooperate in good faith to clarify the circumstances regarding the possible corrupt practices.

Article XVI: MAR CLAUSE

16.1. ORLEN S.A., being the parent company of ORLEN Technologie SA, and the Supplier have disclosure obligations towards the capital market, which are regulated by the Regulation of the European Parliament and of the Council (EU) No 596/2014 of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC, and 2004/72/EC, as amended (hereinafter the "MAR Regulation"). Therefore, in accordance with the provisions of the MAR Regulation:

16.1.1 each Party shall inform the other of its intention to disclose to the public information relating to the Agreement if it considers it to be confidential information within the meaning of the MAR;

16.1.2 confidential information within the meaning of the MAR may not be used or unlawfully disclosed by the Supplier and persons working on its behalf. In the event of use or unlawful disclosure of confidential information, the sanctions provided for in the MAR shall apply;

16.1.3 In the event that both Parties consider the Agreement to be confidential information within the meaning of the MAR Regulation, the Parties allow for the possibility to consult the scope of information that is the subject of official stock exchange announcements concerning this Agreement (the Order).

Article XVII: SECURITY

17.1. Unless otherwise specified in the Order, with regard to Orders whose sole subject matter is the delivery of Goods:

17.1.1. Together with the VAT invoice for the delivery of Goods issued in accordance with the provisions of the Order, the Supplier shall provide the Ordering Party with security for the period of the warranty and guarantee for defects (hereinafter referred to as "ZGJ" or

"Security") in the amount of 5% of the net value of the Order in cash (guarantee deposit) or an irrevocable, unconditional bank or insurance guarantee, payable on first demand, with terms agreed in advance with the Ordering Party, whose beneficiary shall be the Ordering Party, valid for the entire guarantee period, extended by 30 days. If an insurance guarantee is chosen as the form of security, the Supplier shall be obliged to obtain the Ordering Party's approval of the guarantor.

17.1.2. The Ordering Party shall have the right to satisfy itself from the Security if the Supplier fails to make the requested payment in connection with the non-performance or improper performance of its obligations arising from the quality guarantee or warranty for defects, including contractual penalties, within 7 days from the date of the request for payment.

17.2. Unless otherwise specified in the Order, with regard to Orders for the performance of Services:

17.2.1. In order to secure the Ordering Party's claims for non-performance or improper performance of the subject of the Agreement by the Supplier, the Supplier undertakes to establish, in favour of the Ordering Party and to issue to the Contractor within 14 days from the date of conclusion of the performance bond agreement (hereinafter referred to as "ZNWU" or "Performance Bond") in the amount of 10% of the net value of the Order, in cash or in the form of an irrevocable, unconditional, payable on first demand bank guarantee or insurance guarantee with the content agreed in advance with the Ordering Party (in case the insurance guarantee, the Contractor's acceptance shall also be subject to the guarantor), the beneficiary of which shall be the Ordering Party, valid from the date of its issue until the 30th day from the date of signing the acceptance protocol (in the case where provided for partial acceptance of the final acceptance) of the subject matter of the Agreement.

17.2.2. In the event of failure to deliver the Performance Bond (ZNWU) in one of the forms specified in the previous section, the Contractor has the right to withdraw from the Agreement for reasons attributable to the Supplier, as well as to charge a contractual penalty referred to in Article XI section 11.1.3 of the GTC. The Ordering Party has the right to withdraw from the Agreement within 90 days of the date of occurrence of the basis for withdrawal.

17.2.3. The Ordering Party shall have the right to satisfy its claims from the Performance Bond during the performance of the Agreement in the event that the Supplier fails to make the payment due to the Ordering Party in connection with improper performance of the Agreement by the Supplier, within 7 days from the date of the demand for payment.

17.2.4. Together with the invoice (in the case of partial payments – with the final invoice), the Supplier shall deliver to the Ordering Party a security for the warranty period and the period of warranty for defects (hereinafter: "Quality Guarantee Security" or "Security") in the amount of 5% of the net price of the Order, in cash or in another form acceptable to the Ordering Party, unconditional, payable at first demand, and in the case of a bank or insurance guarantee – with wording previously agreed with the Ordering Party, which, from the date of expiry of the Performance Bond, shall secure claims of the Ordering Party arising from the quality guarantee and warranty for defects, extended by 30 days. Irrespective of and without prejudice to the other rights of the Ordering Party, if the Supplier fails to establish and deliver to the Ordering Party the Quality Guarantee Security within the required time limit, the Ordering Party shall have the right to retain for this purpose the amount specified in the preceding sentence by withholding the return of part of the Performance Bond provided in cash or by withholding payment of the amount due to the Supplier, where the Performance Bond was provided in non-cash form.

17.2.5. The Ordering Party shall have the right to satisfy its claims from the Quality Guarantee Security where the Supplier fails to make the payment due in connection with improper performance of any obligations arising from the granted quality guarantee and warranty for defects within 7 days from the date of the demand for payment.

17.3. In the event of amendments to the provisions of the Agreement affecting the establishment of the Security, in particular with regard to an increase in the Supplier's remuneration or an extension of the time for performance of the Order, the Supplier shall be obliged to establish the Security in the amount referred to in sections 17.1 or 17.2. of these General Terms and Conditions, calculated on the basis of the Contract Price resulting from the amendment to the Agreement or the extended term of performance and validity of the established Security, taking into account the postponed completion date of the subject matter of the Order.

17.4. Amendments referred to in section 17.3 of the General Terms and Conditions shall be made by the Supplier immediately after signing the annex to the Order or upon receipt of a demand from the Ordering Party, and the Supplier shall deliver to the Ordering Party the relevant documents confirming performance of this obligation no later than within 10 Business Days, counted from the date of signing the annex to the Order or receipt of the demand, each time before the expiry of the validity period of the already established Security.

17.5. In the event of failure to provide the documents referred to in section 17.4 of the General Terms and Conditions, the Ordering Party shall be entitled to charge a contractual penalty in accordance with Article XI section 11.1.3 of the General Terms and Conditions.

17.6. Irrespective of the other rights of the Ordering Party, in the event that the Supplier fails to establish or amend the Security within the time limit specified in accordance with the provisions of this Article, the Ordering Party shall not be required to prove that the obligation to establish or amend the Security has arisen; the amount of the Security shall become due upon expiry of the time limit specified in the preceding sentence and, in particular, may be set off against any receivables due to the Supplier from the Ordering Party, pursuant to Article 498 et seq. of the Civil Code.

17.7. Where the Security is provided in cash, after the expiry of the security period, upon the Supplier's written request, the Ordering Party shall return the Security, unless the Ordering Party has previously satisfied its claims from it, within 14 days from the date of receipt of the request. The Security shall be returned at its nominal value.

Article XVIII: AMENDMENT OF THE ORDER AND WITHDRAWAL FROM THE AGREEMENT

18.1 Apart from cases resulting from separate legal provisions or other provisions of the General Terms and Conditions, the Ordering Party shall also be entitled – at its sole discretion – to withdraw, in whole (with effect ex tunc) or in part (ex nunc), from the Agreement in the event of occurrence of any of the following circumstances:

18.1.1 dissolution, expiry or amendment of the contract concluded by the Ordering Party and the Investor, for the needs of performance of which the Order is placed, or occurrence of a material change of circumstances which could not have been foreseen at the time of conclusion of the Agreement, causing that performance of the Order is not in the interest of the Ordering Party;

18.1.2 occurrence of non-performance or improper performance by the Supplier of obligations arising from the Agreement, persisting despite the Supplier having been called upon by the Ordering Party to duly perform the Agreement;

18.1.3 cessation by the Supplier of operations affecting the performance of the Agreement, in particular liquidation or winding-up activity, including actual cessation of operations, to the extent affecting the performance of the Agreement;

18.1.4 delay in commencing or performing the Agreement by the Supplier lasting at least 14 days;

18.1.5 the Supplier's actual insolvency.

18.2 In the written notice of withdrawal, the Ordering Party shall indicate the grounds for withdrawal from the Agreement.

18.3 The right of withdrawal referred to in this Article may be exercised by the Ordering Party within 90 days from the date on which it became aware of the circumstances justifying such withdrawal, but no later than until the signing of the acceptance protocol for the subject matter of the Order.

18.4 In the event of termination of the Agreement pursuant to section 18.1 with effect only for the future, the Ordering Party shall only be obliged to pay for those elements of the subject matter of the Agreement which were accepted by the Ordering Party by the date of termination of the Agreement.

18.5 Unless mandatory provisions provide otherwise, all terms, amendments, modifications and supplements to the Agreement shall require a written annex (the electronic form referred to in Article 78¹ § 1 of the Civil Code is also permitted), under pain of nullity.

Article XIX: FINAL PROVISIONS

19.1 The law applicable to the assessment of the legal relationship established on the basis of the Order shall be the Polish law. In matters not regulated the provisions of the Order, including the General Terms and Conditions, the provisions of Polish law shall apply, in particular the Polish Civil Code

19.2 Any disputes arising from the Agreement, in particular those related to its conclusion, breach, expiry, termination and invalidation, shall be settled by Polish common courts with jurisdiction over the Ordering Party's registered office.

19.3 The Supplier undertakes not to employ, in the performance of the Agreement, on any legal basis, including on the basis of an employment contract or a civil law contract, employees of the Ordering Party or an entity indicated in the Order for which the Ordering Party performs the service, covering the subject of the Order (hereinafter referred to as the "Investor"). This obligation also applies to subcontractors of the Supplier, with the proviso that the Supplier shall be liable for the performance of these obligations by the subcontractor as for its own actions or omissions. Determining whether a natural person whom the Supplier/subcontractor intends to employ in the performance of the Order or part thereof remains in an employment relationship with the Ordering Party or the Investor shall be the responsibility of the Supplier.

19.4 The Ordering Party shall be entitled to charge the Supplier with a contractual penalty of 0.5% of the total gross value of the Order for each violation of the provisions of section 19.3. In addition, the Ordering Party shall, on general terms, have the right to claim compensation for damages caused by such a breach which exceed the value of contractual penalties.

19.5 The Supplier may not transfer all or part of the rights arising from the Agreement (in particular, claims arising from the Agreement) to any third party or third party entity without the prior written consent of the Ordering Party, expressed in writing under pain of nullity.