

Definitions:

„Buyer”	shall mean Basell Orlen Polyolefins Sp. z o.o., 09-400 Plock, ul. ul. Ignacego Łukasiewicza 39 or Basell Orlen Polyolefins Sprzedaż Sp. z o.o., 09-400 Plock, ul. ul. Ignacego Łukasiewicza 39
„Seller”	shall mean the Company to which the Purchase Order was submitted by the Buyer.
„Purchase Order”	shall mean the document whereby the purchase deal is executed
„Goods”	shall mean the object of the Purchase Order, including equipment, materials, documentation to be supplied to the Buyer by the Seller
„Parties”/”Party”	shall mean the Seller and Buyer collectively or separately

**Article 1** TERMS AND DATE OF DELIVERY

1. Terms and date of delivery shall be interpreted in compliance with INCOTERMS 2010.
2. The Seller shall notify the Buyer immediately of any situations that could effect on timeliness of the delivery of Goods. This shall not, however, release the Seller from any obligations arising out of the Purchase Order.
3. The date of delivery agreed in the Purchase Order may be changed only upon the Buyer's written consent.
4. In the event the delivery of Goods is the Buyer's responsibility, the Seller shall issue the advice-note at least prior to the planned collection and provide all information necessary for the transport organization, such as: number and size of packages, instructions required for correct transportation and unloading of Goods.
5. Apart from documents for price settlement purposes, when delivering the Goods the Seller shall supply the following documents:
  - packing list including the amount, weight, sizes and contents of packages,
  - material certificates, if required
  - certificates of analyses (applies to chemicals),
  - Material safety data Sheet (MSDS) for the Goods (applies to chemicals),
  - certificates, approvals and permits, if required
  - warranty documents,
  - Goods storage instructions.
  - Other documents listed in the Purchase Order.
6. Should any of the required documents be missing, the delivery of Goods shall be deemed incomplete. The Seller shall forthwith supply any missing documents.
7. For partial deliveries the Buyer's written consent shall be required.
8. The Buyer may inspect, at his own expense, the progress of the Purchase Order execution by the Seller.
9. In case of deliveries coming outside the European Community, the parties are responsible for customs clearance in its countries. The Seller shall keep the Buyer's instructions regarding the customs clearance in Poland. All additional customs clearance costs resulted from not keeping the above instructions shall be at Seller's account.

**Article 2** CONTRACTUAL PENALTIES

1. In case of any delays in the delivery of Goods the Seller shall pay to the Buyer the contractual penalty of 0.3% of the price of the delayed Goods for each day in delay.
2. Should the provisions of point 1 above apply, the Buyer shall be entitled to deduct the Purchase Order price by the amount of the contractual penalties due. In such an event, depending on the arrangements between the parties, the Seller shall issue a respective credit note, or the Buyer shall issue a debit note to the amount of the contractual penalties.
3. The above contractual penalties shall not limit the Buyer's rights to seek compensation on general terms as specified in applicable regulations of law.
4. Should the Seller fail to execute or have no possibility to execute the Purchase Order by the date agreed, the Buyer may terminate the Purchase Order with immediate effect and charge the Seller with any expenses incurred.

**Article 3** PAYMENTS

1. The price indicated in the Purchase Order is a fixed amount.
2. The payment shall be made as a wire transfer within 45 days upon the invoicing date, unless otherwise agreed.
3. The day of payment shall be the date of charging the Buyer's bank account.
4. Each Party shall bear the costs of its bank.
5. Should the Goods not be delivered in accordance with Art. 1 hereof, the Buyer may withhold the payment. This shall not limit the Buyer's right to execute the provisions concerning the contractual penalties.
6. The invoice shall be issued to the Buyer's address given in the Purchase Order.
7. The invoice among others shall specify the following elements:
  - amount of Goods and unit prices of individual items (each item of the Purchase Order shall be specified in the invoice in the same way as in the Purchase Order),
  - name/description of the Goods and reference to the appropriate item of the specifications as enclosed to the invoice,
  - number of the Buyer's Purchase Order,
  - terms of delivery and date of payment in accordance with the Purchase Order

**Article 4.** CONFIDENTIAL INFORMATION

1. For the duration of the Purchase Order as well as within 10 years after its expiry/ termination or execution, the Parties are obliged to keep all confidential information within the meaning of par. 4.2. below, made available, received from the other Party in connection with the realization of the Purchase Order confidential. The relief from the confidentiality obligation requires the consent of the Party, which the information relates to. with the reservation of par. 4.3. below.
2. Information within the meaning of the Purchase Order are any data, materials, documents non-disclosed as public and that have the economic value- especially information about the company within the meaning of the Unfair Competition Act from the 16<sup>th</sup> April 1993 (Dz.U. [Journal of Laws] from 2003, No. 153, pos.1503 as amended.) and any information subject to the protection according to the Personal Data Protection Act from the 29<sup>th</sup> August 1997. (Dz.U. [Journal of Laws] from 2015, pos.2135), for which the Party of the Purchase Order undertook the necessary actions in order to keep them confidential and access to which was achieved by the second Party of the Purchase Order in relation to the realization of the Purchase Order.
3. Being aware of the applicable legal provisions regarding the protection of personal data, the Parties declare that for the needs of their business, they have developed a policy for entrusting the processing of personal data, as well as relevant consent of employees, for sharing their personal data for the implementation of the parties' undertakings including contracts.
4. The Parties undertake to use personal data shared between them only for the purpose of implementing the subject of this Purchase Order
5. Obligations mentioned in par. 4.1., related to the information confidentiality does not refer to the situation when the obligation of its disclosure to the third parties results from the law (including auditors, dominant companies and dependent from the Parties) and the parties shall demand making it available from the Party of the Purchase Order. In such situation the Party of the Purchase Order is obliged to inform the other Party immediately about this fact. The above-mentioned informing should be done- if possible- before giving, making available, transferring the information to the authorized on the demand of its disclosure.

6. In case of infringement by the Seller the obligations resulting from par. 4.1. - 4.4. above, the Seller shall be liable towards the Buyer to the value of loss made by the Buyer (including lost benefits).

**Article 5** INFRINGEMENT OF PATENTS AND OTHER RIGHTS OF THIRD PARTIES

1. The Seller ensures the Buyer that the deliveries, services and the technology under the Purchase Order do not infringe any patent rights, copyrights, design rights, registered marks, etc. reserved by any third parties.
2. The Seller (acting by a duly authorized third party) shall indemnify, defend and hold harmless the Buyer from any claims, costs or legal actions (including court and lawyer's fees) that are directed against the Buyer or charged to the Buyer by judgement in force.

**Article 6** ACCEPTANCE OF DELIVERY

1. The Goods shall be inspected by the Buyer immediately after their arrival.
2. The Seller may participate in the Goods acceptance at his own expense, however upon a prior notice to the Buyer.
3. In case the Buyer shall identify any shortages in the delivery, the Seller shall deliver the missing items to the Buyer in accordance with DDP Plock, Poland (INCOTERMS 2010). The Seller shall moreover incur all and any costs resulting from the supplementary delivery.

**Article 7** FORCE MAJEURE

1. The parties shall not be liable for delays in partial and total execution of their contractual obligations if such delays are a consequence of Force Majeure.
2. The Force Majeure shall be considered any events that are unpredictable on the Purchase Order date and are beyond the control of the parties, including particularly: war, domestic unrest, flood, fire, earthquake and other natural disasters, governmental restrictions or orders, common and industry strikes officially organized by national trade unions.
3. The party who is incapable to comply with his contractual obligations due to the Force Majeure shall immediately notify the other party thereof. As soon as the Force Majeure ceases the other party shall be notified thereof.
4. Failure to satisfy the above requirements shall deprive the aggrieved Party of the right to invoke the Force Majeure.

**Article 8** WARRANTIES

1. Unless agreed otherwise in the Purchase Order, the Goods shall be following warranties shall be granted:
  - for delivery of equipment and spare part: 2 years upon Goods delivery date,
  - for delivery of chemical products: 1 year upon Goods delivery date.
2. The Seller warrants that Goods delivered hereunder are new, unused, compliant with the specifications, drawings and technical requirements as specified in the Purchase Order.
3. The Seller warrants that Goods shall be made in compliance with all applicable standards and regulations of the Polish law in force and EU regulations.
4. The Seller shall repair any defects or faults free of charge on a date agreed with the Buyer.
5. The Seller shall incur all costs related to the repair/replacement of Goods, including the costs of transport, disassembly, reassembly, as well as travel and accommodation costs of its staff.
6. Should the Seller decide that he must inspect the Goods prior to commencing any actions for the Goods repair or replacement, the Seller shall perform such an inspection at his own expense on the date agreed with the Buyer.
7. In the event the Seller fails to take any actions to correct the specified defect forthwith, the Buyer may repair or replace the faulty part on his own at the Seller's expense, provided he had notified the Seller thereof in advance.
8. The warranty period shall be extended by the warranty repair periods.

**Article 9** GENERAL PROVISIONS

1. The Seller shall confirm the Purchase Order in writing within 3 working days upon the receipt thereof.
3. Any reference to the Seller's offers or proposals, either binding or not binding, shall not be understood as an acceptance of any terms or reservations included in these documents unless their acceptance was explicitly confirmed in the Purchase Order.
4. Purchase Orders or any possible disputes arising out of their execution, violation, termination or nullity shall be governed by the Polish Civil Code and shall be finally settled under the Arbitration of the National Chamber of Commerce in Warsaw.5. All modifications of the Purchase Order must be in writing on pain of nullity.