

# Basell Orlen Polyolefins Sp. z o.o.

## GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS - II/2023

### Definitions:

"Buyer"	shall mean Basell Orlen Polyolefins Sp. z o.o., 09-400 Plock, ul. Łukasiewicza 39, entered into the Register of Entrepreneurs kept by the District Court for Łódź – Śródmieście in Łódź, 20th Commercial Division of the National Court Register under KRS no. 0000143578, share capital of PLN 907,398,000, NIP: 774-27-45-992, REGON: 611377499, BDO 000004671
"Seller"	shall mean the Company with whom the Buyer has placed the Order.
"Order"	shall mean the document on the basis of which the purchase transaction is made.
"Goods"	shall mean the subject of the Order, including equipment, materials and documentation to be supplied by the Seller to the Buyer.
"Parties"/"Party"	shall mean the Buyer and the Seller jointly or separately.
"Working days"	shall mean days from Monday to Friday, between 7:00 a.m. and 3:00 p.m., excluding public holidays

### Article I ORDER ACCEPTANCE AND EXECUTION CONDITIONS

- The delivery conditions and its date shall be interpreted in accordance with INCOTERMS 2020.
- The Seller shall be obliged to confirm (by fax, e-mail, in writing) the Order within 3 working days from the date of its receipt.
- The Seller shall be obliged to inform the Buyer immediately of any situation which may affect the timely delivery of the Goods. However, the above shall not release the Seller from the obligations set forth in the Order.
- Any change to the delivery date agreed in the Order shall require the Buyer's consent in the form indicated in Article X section 5.
- In the event that the delivery of the Goods is the responsibility of the Buyer, the Seller shall be obliged to issue a notice prior to the planned collection and to provide the information necessary for the organisation of the transport, in particular such as the number and dimensions of the packages, and the instructions necessary for the proper transport and unloading of the Goods.
- The Seller shall provide the following documents upon delivery of the Goods, irrespective of the documents for settlement purposes between the Parties:
  - a dispatch specification with number, weight, dimensions and contents of packaging;
  - certificates of material (if required);
  - analysis certificates (applies to chemical);
  - material Safety Data Sheet applies to chemical;
  - certificates, test and approval certificates (if required);
  - warranty documents;
  - the Goods storage instructions;
  - other documents listed in the Order.
- If the required documents are missing, the delivery of the Goods shall be deemed incomplete, of which the Buyer shall notify the Seller, who shall be obliged to supply the missing documents within the deadline agreed by the Parties.
- Partial deliveries shall require the consent of the Buyer expressed in the form indicated in Article X section 5.
- The Buyer shall have the right to inspect, at its own expense, the progress of the Seller's execution of the Order.
- In the case of deliveries from outside the European Union, the Seller shall be responsible for granting the goods the Community status by placing them under the procedure for release for circulation in the Polish customs territory in accordance with the regulations in force in Poland.

### Article II PAYMENT

- The price indicated in the Order shall be a fixed amount.
- Payment shall be made by bank transfer within 45 days of the date of correct issue of the invoice unless otherwise agreed.
- The payment date shall be understood as the date of debiting the Buyer's bank account.
- If delivery of the Goods is not made in accordance with Article I, the Buyer shall be entitled to withhold payment. This shall not limit the Buyer's right to enforce the rights referred to in Article III "CONTRACTUAL PENALTIES".

- The VAT invoice must be issued to the Buyer's address indicated in the Order.
- The invoice should detail the following:

- the quantity of the Goods and the unit prices of the individual items (each Order item should be specified on the invoice as in the Order);
- the name / description of the Goods or a reference to the relevant items in the specification attached to the invoice;
- the Buyer's Order number;
- delivery conditions and payment deadline in accordance with the Order.

### Article III CONTRACTUAL PENALTIES

- In the event of delayed delivery of the Goods, the Seller shall be obliged to pay the Buyer a contractual penalty of 0.3% of the net value of the Goods delivered late, for each day of delay.
- If the provisions of section 1 above are applied, the Buyer shall be entitled to reduce the Order payment amount by deduction by an amount corresponding to the amount of the contractual penalty. In such a case, depending on the arrangements between the Parties, the Seller shall be obliged to issue a correction VAT invoice taking into account the price reduced by the amount of the contractual penalties or the Buyer shall issue a debit note for the amount corresponding to the charged contractual penalty.
- Irrespective of the contractual penalties, the Buyer shall be entitled to claim compensation on general terms if the damage suffered exceeds the amount of the penalties reserved.
- Should the Seller fail to execute or be unable to execute the Order within the agreed lead time, the Buyer shall have the right to withdraw from the Order with immediate effect and to claim compensation for damage resulting from the Seller's failure to fulfil its obligations, including actual losses and lost profits as well as incurred costs.

### Article IV PROTECTION OF CONFIDENTIAL INFORMATION

- Protected information shall be deemed to be all information (other than publicly disclosed information) provided by the Buyer to the Seller in the Order execution. In particular, it shall include legally protected information within the meaning of the Act

on Combating Unfair Competition of 16 April 1993.

Company secret is a trade secret within the meaning of Article 11 of the Act on Combating Unfair Competition of 16/04/1993, as amended (Journal of Laws of 2003, No. 153, item 1503, as amended) concerning publicly undisclosed technical, technological, organisational and financial information or other information of economic value to the Buyer, to maintain its secrecy and the use, transfer or disclosure of which to an unauthorised person threatens or prejudices the interests of the Buyer. (Information constituting a company secret of the Buyer shall be marked as "COMPANY SECRET").

- The Seller undertakes to keep the Buyer's protected information confidential for the term of the Order and 10 years after its execution, termination or withdrawal, unless agreed otherwise.
- The Buyer and the Seller undertake not to disseminate any information, publications or press announcements relating to the Order without the prior consent of the other Party.



4. In the event of failure to comply with any of the obligations under items 2 to 3, the Buyer reserves the right to charge a contractual penalty of 20% of the net value of the Order for each breach.  
The above shall not exclude the possibility of claiming damages under the general rules.

#### **Article V** INFRINGEMENT OF PATENT AND OTHER THIRD PARTY RIGHTS

1. The Seller assures the Buyer that the supplies, services, and technology covered by the Order do not infringe any patent rights, copyrights, design rights, protected marks, etc., reserved by third parties.  
2. The Seller shall bear sole responsibility for the use of third party proprietary solutions in the performance of the Subject of the Order, in particular solutions protected by law. Before using these solutions for the performance of the Subject of the Order, the Seller shall obtain the written consent of an authorised person and obtain the written acceptance of the Buyer of the terms and conditions under which such consent is granted.

The Seller guarantees that the execution of the Order for the benefit of the Buyer shall not infringe any third party rights. If any claims are made by third parties, the Buyer shall notify the Seller and inform it of all known details of the incident. The Seller shall indemnify and hold the Buyer harmless against all claims, costs and legal actions (including court costs, enforcement costs and costs of legal representation) made against the Buyer or awarded by a final decision of a competent authority. The Seller undertakes to pay all resulting costs and damages arising from claims made against the Buyer.

#### **Article VI** DELIVERY ACCEPTANCE

1. The Goods shall be checked by the Buyer immediately after their receipt.  
2. The Seller shall have the right to participate in the collection of the Goods at its own expense, having informed the Buyer in advance.  
3. In the event that the Buyer discovers a shortage in the delivery, the Buyer shall notify the Seller as soon as the shortage is discovered.  
4. The Seller undertakes to deliver the missing items to the Buyer under DAP terms to Plock, Chemikow 7 (INCOTERMS 2020), within the deadline agreed between the Parties. Furthermore, the Seller undertakes to bear all costs arising from the supplementary delivery.

#### **Article VII** WARRANTIES

1. Unless otherwise specified in the Order, the Seller shall provide the following warranty for the Goods delivered:  
- for the supply of equipment and spare parts - 2 years, counted from the date of delivery of the Goods;  
- for the supply of chemical products - 1 year, counted from the date of delivery of the Goods.  
2. The Seller guarantees that the Goods delivered under the Order are new, unused, and in accordance with the specifications, drawings and technical requirements set out in the Order.  
3. The Seller guarantees that the Goods shall be made in accordance with the applicable standards and regulations of the Polish and European Union law.  
4. Under the warranty, the Seller undertakes to refund the price paid, replace the Goods or rectify free of charge defects and faults in the Goods delivered at a date previously agreed with the Buyer.  
5. The Seller shall bear all costs associated with the repair/replacement of the Goods including, but not limited to, transport, disassembly, reassembly, and travel and accommodation costs.  
6. If the Seller considers that an inspection is necessary before taking action to repair or replace the Goods, the Seller shall carry it out at its own expense at a time agreed with the Buyer.  
7. In the event that the Seller does not rectify the defects/faults within the deadline referred to in section 4, the Buyer, after prior notification to the Seller, shall have the right to carry out the repair and replacement of the parts itself, including by contracting a third party, at the Seller's expense, without losing its rights under the warranty.  
8. The warranty period shall be extended by the duration of the warranty repair.

#### **Article VIII** FORCE majeure

1. The Parties shall not bear the consequences of any delay in the partial or complete fulfilment of their obligations under the Order caused by Force Majeure.  
2. Force Majeure shall be deemed to be all events which are unforeseeable at the time of conclusion of the Order and beyond the control of either Party, in particular war, riots, flood, fire, acts of terrorism, earthquake,

epidemics/pandemics and other natural disasters, government restrictions or orders, general and industrial strikes officially recognised by national trade unions.

3. The Party which is unable to fulfil its obligations due to Force Majeure shall be obliged to immediately notify the other Party of this fact. If Force Majeure ceases, the other Party should be notified without delay.

4. Failure to fulfil this requirement causes the loss of rights to rely on the Force Majeure provisions.

#### **Article IX** Personal data protection

##### *Information clause for Sellers who are natural persons*

1. Basell Orlen Polyolefins sp. z o.o. with its registered office in Plock, 09-400, ul. Łukasiewicza 39, (hereinafter referred to as "BOP") informs that it is the controller of the Seller's personal data. The controller can be contacted by telephone at +48 24 364 73 00 or by e-mail at info@basellorlen.pl.  
2. BOP has appointed a Data Protection Officer whom the Seller can contact by e-mail to IOD@basellorlen.pl or by letter to BOP's registered office address, as indicated in item I, with a note reading "Data Protection Officer".  
3. The Seller's personal data shall be processed for the following purposes:  
a. to conclude and perform a contract with BOP to which the Seller is a party or to take action prior to the conclusion of the contract - the legal basis for the processing shall be the necessity for the performance of the contract (Article 6(1)(b) of the GDPR);  
b. fulfilment of legal obligations incumbent on BOP, in particular obligations under tax and accounting legislation (Article 6(1)(c) of the GDPR);  
c. establishment or assertion of claims or defence against claims by BOP - the legal basis for the processing shall be the controller's legitimate interest (Article 6(1)(f) of the GDPR) in defending its business interests.  
4. The Seller's personal data may be transferred to entities cooperating with BOP, in particular BOP Capital Group companies and BOP shareholders, in connection with the fulfilment of intra-group purposes, as well as to entities providing services to BOP, in particular IT system providers, accounting service providers, mail and parcel delivery services, OHS service providers, facility access control, legal, consulting, debt collection and archiving service providers.  
5. In some cases, the Seller's personal data may be disclosed to competent public authorities or third parties who request such information, based on an appropriate legal basis and in accordance with the provisions of the applicable law.  
6. The Seller's personal data shall be processed for the period resulting from the purpose of the processing, i.e. the term of the contract or the period resulting from the law, or the duration of the controller's legitimate interest. The data processing period may be extended if the processing is necessary for the establishment and assertion of claims or the defence against claims, and thereafter only if and to the extent required by law.  
7. The Seller shall have:  
a. the right to access personal data;  
b. the right to obtain a copy of personal data;  
c. the right to rectify personal data;  
d. the right to erasure of personal data,  
e. the right to restrict processing;  
f. the right to data portability;  
g. the right to object to the processing of personal data to the extent that the processing is based on a legitimate interest of BOP.  
8. The Seller shall also have the right to lodge a complaint with the President of the Personal Data Protection Office.  
9. The provision of personal data is necessary for the conclusion and execution of the contract. Your refusal to provide personal data shall prevent the conclusion and execution of the contract.

##### *Information clause for employees of the Seller or natural persons cooperating with the Seller.*

The Seller shall be obliged to fulfil, on behalf of BOP acting as the Data Controller within the meaning of the applicable legal provisions on personal data protection, immediately, but no later than within 30 (thirty) days from the date of conclusion of the contract with the Seller, the obligation to provide information to natural persons employed by the Seller or cooperating with the Seller in connection with the conclusion or performance of this contract, including members of the Seller's governing bodies, proxies or attorneys representing the Seller, regardless of the legal basis of such cooperation, whose personal data was disclosed to BOP by the Seller in connection with the conclusion or performance of this contract. The obligation referred to in



*the preceding sentence should be fulfilled by providing these persons with the following information clause, while maintaining the principle of accountability.*

1. Basell Orlen Polyolefins sp. z o.o. with its registered office in Plock, 09-400, ul. Łukasiewicza 39, (hereinafter referred to as "BOP") informs that it is the controller of the Seller's personal data. The controller can be contacted by telephone at +48 24 364 73 00 or by e-mail at [info@basellorlen.pl](mailto:info@basellorlen.pl).

2. BOP has appointed a Data Protection Officer who can be contacted by e-mail to [IOD@basellorlen.pl](mailto:IOD@basellorlen.pl) or by letter to BOP's registered office address, as indicated in item 1, with a note reading "Data Protection Officer".

3. The personal data provided to BOP by the Seller constitutes contact details and shall be processed for the following purposes:

a. to conclude, perform and carry out the obligations arising from the contract with BOP, in particular for the purposes of contact, exchange of messages, control of the performance and settlement of the contract to which the Seller is a party or to take action prior to the conclusion of the contract - the legal basis for the processing shall be the necessity for the performance of the contract (Article 6(1)(b) of the GDPR);

b. fulfilment of legal obligations incumbent on BOP, in particular obligations under tax and accounting legislation (Article 6(1)(c) of the GDPR);

c. establishment or assertion of claims or defence against claims by BOP - the legal basis for the processing shall be the controller's legitimate interest (Article 6(1)(f) of the GDPR) in defending its business interests.

4. Personal data provided to BOP by the Seller may be transferred to entities cooperating with BOP, in particular BOP Capital Group companies and BOP shareholders, in connection with the fulfilment of intra-group purposes, as well as to entities providing services to BOP, in particular IT system providers, accounting service providers, mail and parcel delivery services, OHS service providers, facility access control, legal, consulting, debt collection and archiving service providers.

5. In some cases, personal data provided by the Seller may be disclosed to competent public authorities or third parties who request such information, based on an appropriate legal basis and in accordance with the provisions of the applicable law.

6. The personal data provided by the Seller shall be processed for the period resulting from the purpose of the processing, i.e. the term of the contract or the period resulting from the law, or the duration of the controller's legitimate interest. The data processing period may be extended if the processing is necessary for the establishment and assertion of claims or the defence against claims, and thereafter only if and to the extent required by law.

7 The rights in relation to the processing of personal data are as follows:

a. the right to access personal data;

b. the right to obtain a copy of personal data;

c. the right to rectify personal data;

d. the right to erasure of personal data,

e. the right to restrict processing;

f. the right to data portability;

g. the right to object to the processing of personal data to the extent that the processing is based on a legitimate interest of BOP.

8. The Seller shall also have the right to lodge a complaint with the President of the Personal Data Protection Office.

#### **Article X** GENERAL PROVISIONS

1. The provisions of the Polish Civil Code shall apply in matters not governed by the Order and these General Terms and Conditions of Purchase.

2. No offer or proposal by the Seller shall imply acceptance of any terms or conditions contained in these documents, if their acceptance has not been clearly expressed in the Order.

3. Any disputes relating to the Order shall be resolved in accordance with the Polish law.

4. Any disputes arising from the Order shall be settled amicably and, in the absence of agreement, shall be finally settled by the common court with jurisdiction over the Buyer's registered office.

5. Any supplements and amendments to the Order must be made at least in document form (e.g. e-mail, fax), otherwise being null and void.