

APPROVED BY
13 March 2024 Order No. TV1(1.2-1)-2024-0121
of Public Company ORLEN Lietuva
General Director

**ANNEX TO PUBLIC COMPANY ORLEN LIETUVA
GENERAL TERMS AND CONDITIONS FOR GOODS PURCHASE-SALE CONTRACT**

ADDITIONAL REQUIREMENTS FOR SELLERS OF CHEMICALS/MIXTURES

1. The Seller of Chemicals/Mixtures hereby represents and warrants that it is aware of the provisions of Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter, REACH Regulation), as well as the applicable associated legislation, and will supply the Buyer exclusively with such substances/mixtures, whether on their own or as a product components in articles (hereinafter, the Chemicals) compliant to all the provisions of the mentioned legal regulations.

2. The Seller of Chemicals furthermore represents and warrants that all Chemicals sold by it and agreed upon as well as delivered under the present Contract have been pre-registered in line with the requirements of REACH Regulation, meet the quality requirements agreed by the Parties and indicated in the documents of quality and origin provided by the Seller of Chemicals. The Seller of Chemicals also complies with other provisions of REACH Regulation and associated legislation in terms of the classification, packaging and labeling of substances and mixtures (the Seller hereby ensures that the packaging of substances and mixtures, prior to placing them on the market, is visibly, legibly and indelibly marked in Lithuanian language) and assumes full responsibility in this relation accordingly.

Chemicals delivered to the Buyer in packaging without any labels in Lithuanian language shall be deemed non-compliant with the requirements for Chemicals set in the present Contract. In this case, the Seller shall remedy the defects within the time limit set by the Buyer. Delivery of Chemicals to the Buyer in packaging without labels in Lithuanian language and failure by the Seller to remedy such defect within the time limit set by the Buyer shall be deemed a material breach of the Contract. In this case, the Buyer shall be entitled to unilaterally terminate the Contract and to claim damages in this relation, by notifying the Seller of the Contract termination within 3 business days following the end of the time limit set for the defect remedy, or may rely upon the provisions of Item 6 herein.

3. Within a maximum of 10 days (where the term of delivery commencing from the date of dispatch until handover of the Chemicals to the Buyer is equal to or exceeds 10 days), or within a maximum of 3 days (where the term of delivery commencing from the date of dispatch until handover of the Chemicals to the Buyer is less than 10 days) prior to the delivery (handover) of Chemicals to the Buyer, the Seller of Chemicals shall provide the Buyer with the following (in addition to other required documents):

I) Safety data sheets (SDS) for the Chemical in Lithuanian language as per REACH Regulation and Regulation (EU) No. 2020/878 of the Commission;

II) Documents of origin of the Chemical (the original shall be presented before the Chemical is delivered to its destination);

III) Any other relevant information.

4. Each time when the Seller of Chemicals delivers Chemicals to the Buyer, it shall present, together with the Chemical, a relevant SDS in Lithuanian language, also documents of quality and origin issued for a particular consignment of the goods irrespective of the fact that the Seller has presented such documents earlier under Par. 3 above.

5. During the term of the Contract, the Seller of Chemicals shall notify the Buyer of any amendments to/modifications of SDSs, and shall provide the Buyer with an updated copy of the document in Lithuanian language within a reasonable time following the occurrence of the fact. Furthermore, at least 12 months following the last delivery of Chemicals under the Contract, the Seller of Chemicals shall provide the Buyer with new revisions (updates) of the safety data sheet of the Chemical.

6. In case of violation by the Seller of the requirements prescribed by REACH Regulation and associated legislation, the Buyer shall have the right to:

6.1. Return the Chemicals that do not meet the established requirements to the Seller of Chemicals at the latter's cost;

6.2. Reclaim from the Seller the amount paid for the Chemicals and charge a default interest at the rate of 0.05% per each day; such default interest shall be charged from the date of payment for the Chemicals until the recovery of the amount paid by the Buyer;

6.3. Claim from the Seller of Chemicals a penalty in the amount of 10% of the Contract value for each case of breach; however, in any case, not more than EUR 2'896 (two thousand eight hundred ninety six Euro) and not less than EUR 289 (two hundred eighty nine Euro), and the Seller shall agree with the above in case of actual breach;

6.4. Claim from the Seller of Chemicals the reimbursement of all costs, expenses, penalties and any other charges imposed by authorized bodies as a result of breach by the Seller of Chemicals of the requirements established in REACH Regulation.

7. The Parties hereby agree that the Chemicals delivered to the Buyer may be tested in its laboratory. The Buyer, at its own discretion, shall be entitled to perform sampling of Chemicals for laboratory testing from any batch, and, if so preferred by the Seller of Chemicals, its representative may witness the sampling process upon prior notice thereof to the Buyer at least 1 day before unloading of the Chemicals starts. Stamp shall be affixed to the sample with indication of the sampling date and time. Each sample shall be divided into two equal parts: one retained by the Buyer for quality testing, and the other retained by the Buyer for 45 days as an arbitration sample. If test results obtained by the Buyer evidence the non-compliance with the established quality parameters of the Chemical, the Seller of Chemicals shall be notified thereof. A claim regarding quality of Chemicals shall be made within 30 calendar days following the date of signature of the Handover and Acceptance Statement for Chemicals.

If the Seller of Chemicals does not accept the results of quality test obtained in the Buyer's laboratory, it shall test the arbitration sample provided to it by the Buyer at an independent laboratory acceptable to both Parties, and shall report the findings of such test to the Buyer by providing the supporting evidence. Such results shall be final and binding upon the Parties. All costs incurred by the Parties for quality testing in the independent laboratory shall be borne by the Buyer where it is determined that the Chemical meets the established quality requirements, and, accordingly, by the Seller of Chemicals, where the Chemical turns to be of inadequate quality.

8. In case the Chemicals are delivered by transport of the Seller of Chemicals or by the Seller's carrier, the Seller of Chemicals must ensure observance by it or the carrier of the below requirements applicable to the road transport:

8.1. If Chemicals (dangerous goods) are carried by road transport, such road transport shall meet the requirements established in the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) as well as other norms set forth in the applicable legislation of the Republic of Lithuania concerning carriage, loading, unloading and storage of chemicals (dangerous goods) carried by road;

8.2. When performing loading/unloading operations or while present at the places designated with mandatory occupational health and safety signs in the territory of the Buyer, drivers must have and use personal protective equipment meeting EN standard requirements and featuring CE mark: safety helmet with a strap fastened, safety goggles, protective work clothing (in places designated with Ex sign, antistatic work clothing compliant with the requirements prescribed by standard EN 1149, shall be worn) and safety footwear. In case it is determined that a driver does not have/use the personal protective equipment listed in this paragraph, the Seller of Chemicals shall, once requested by the Buyer, pay a penalty in the amount of EUR 144 (one hundred forty four Euro);

8.3. Road transport must be equipped with the duly assembled primary firefighting equipment and first aid kits;

8.4. Traffic rules approved by the Government of the Republic of Lithuania must be observed while in the Buyer's territory and on access roads;

8.5. Unloading of Chemicals from road transport shall not commence if the Buyer's authorized employee is absent on the site of unloading, and, after such employee arrives, instructions given by him must be observed and followed;

8.6. Drivers must be familiarized with the requirements set forth in the present paragraph.

9. The Seller of Chemicals shall also observe and follow any other lawful instructions from the Buyer, if any.