

**ANNEX TO PUBLIC COMPANY ORLEN LIETUVA
GENERAL TERMS & CONDITIONS FOR GOODS PURCHASE–SALES CONTRACT**

ADDITIONAL REQUIREMENTS FOR SELLER OF CHEMICALS

1. The Seller of Chemicals hereby represents 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, Authorization and Restriction of Chemicals (hereinafter – REACH Regulation), also related applicable legal acts, and shall undertake to supply the Buyer only with such substances and/or preparations on their own or as product components (hereinafter – Chemicals) that meet all the provisions of the said legal regulations.

2. Moreover, the Seller of Chemicals hereby represents that all Chemicals agreed upon and to be sold / delivered hereunder have been pre-registered in accordance with the requirements in REACH Regulation, they meet the quality requirements indicated in quality and origin documentation provided by the Seller of Chemicals and agreed upon by the Parties; what is more, the Seller of Chemicals shall observe any other requirements of REACH Regulation and respective legal acts in terms of classification, packing, labeling (each package of Chemicals shall display labels in the Lithuanian language), etc. of Chemicals and, consequently, assume any liability arising from that.

Chemicals delivered to the Buyer in packages which do not display any labels in the Lithuanian language shall be treated as not meeting the requirements established herein for Chemicals. In this case, the Seller shall remedy the defects within the time limit set by the Buyer. Delivery of Chemicals to the Buyer in packages which do not display any labels in the Lithuanian language and failure by the Seller to remedy such defect within the time limit set by the Buyer shall be treated as a material breach of the Contract. In this case, the Buyer shall have the right to unilaterally terminate the Contract and to demand full indemnification for any losses from the Seller, 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. At least 10 days (when the term of delivery of Chemicals calculated from their dispatch through to handover thereof to the Buyer is equal to or exceeds 10 days) or at least 3 days (when the term of delivery of Chemicals calculated from their dispatch through to handover thereof to the Buyer is less than 10 days) prior to the delivery (handover) of Chemicals to the Buyer, in addition to any other required documentation, the Seller of Chemicals shall provide the Buyer with the following:

I) Safety data sheets (SDS) for the Chemical in Lithuanian, as per REACH Regulation and Regulation (EU) No. 453/2010 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. Every time the Seller of Chemicals delivers Chemicals to the Buyer, it shall enclose the Chemical with SDSs in the Lithuanian language, also documents of quality and origin issued for the particular batch of goods irrespective of the fact that the Seller has presented such documents before, as required under Item 3 hereof.

5. The Seller of Chemicals shall notify the Buyer of any amendments to / modifications of SDSs and provide it with an updated copy of the document in the Lithuanian language within a reasonable time period following the occurrence of the fact. In addition, for the period of 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 Chemical safety data sheet.

6. In case the Seller violates the requirements prescribed by REACH Regulation and associated legal acts, 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. Claim the Seller to return the amount paid for the Chemicals and to pay default interest at the rate of 0.05 % per each day which shall be charged from the day of payment for the Chemicals through to the recovery of the amount paid by the Buyer;

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

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

7. The Parties hereby agree that the supplied Chemicals may be tested in the Buyer's laboratory. The Buyer shall be entitled to take samples of Chemicals for laboratory testing from any batch at its own discretion, 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 to the start of unloading of the Chemical. The samples shall be stamped. The stamp shall provide for the date and time of sampling. Each sample shall be divided into two equal parts: one part shall be retained by the Buyer for quality testing, and the other shall be kept by the Buyer for 45 days as an arbitration sample. If the test results obtained by the Buyer do not meet the quality parameters for the Chemical, the Seller of Chemicals shall be notified thereof. A claim regarding the quality of Chemical shall be filed within 30 calendar days after the date of signing of the Handover and Acceptance Statement for the Chemicals.

If the Seller of Chemicals does not agree with the quality test results obtained in the Buyer's laboratory, the Seller of Chemicals 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 when testing the quality of Chemical in the laboratory shall be settled 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 vehicles owned by the Seller of Chemicals or a carrier selected by the Seller of Chemicals, the Seller of Chemicals must ensure that it or the carrier selected by it observe the below requirements applicable to road transportation:

8.1. If Chemicals (dangerous cargoes) are carried by road transport, the respective vehicles must 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 legal acts of the Republic of Lithuania concerning the carriage, loading, unloading and storage of chemicals (dangerous goods) carried by road;

8.2. When performing loading/unloading works or while present at the places designated with binding 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: a safety hard hat with a strap fastened, safety goggles, safety work clothing (in places marked with Ex sign, anti-static work clothing compliant with the requirements prescribed by the standard EN 1149, shall be worn) and safety work 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 144 (one hundred forty four) EUR;

8.3. A vehicle must be provided with duly completed primary firefighting equipment and first aid kits;

8.4. When in the Buyer's territory and on access roads, the Traffic Regulations approved by the Government of the Republic of Lithuania shall be observed;

8.5. Unloading of Chemicals from vehicles shall not be started with the Buyer's responsible employee absent on the site of unloading; and, after such employee arrives, instructions given by him/her must be observed and followed;

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

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