



Appendix No. 3 to the GTC

General Terms and Conditions of Claims (OWR)

(1) By entering into a business relationship by ordering a product, entering into a contract, etc., the Recipient (Buyer) acknowledges that he has received, acknowledged and accepted in full the General Terms and Conditions of Claim, contained herein, and on the website www.orlenoil.pl.

(2) The Buyer, in the case of pallets/bulk packages for packaged goods, shall be obliged to examine the delivered goods in terms of quantity and quality

for undiscovered defects, at the time of its receipt (in accordance with the agreed terms of INCOTERMS). The fact of quantitative discrepancy or the presence of unconcealed defects in the shipment must be noted and certified on the waybill or CMR with the signatures of the driver (courier) and the person taking over the delivered goods. In the absence of such an entry on the consignment note or CMR, quantitative and qualitative complaints based on claims of quantitative discrepancies or the presence of unconcealed defects will be considered on notification up to 3 calendar days from the date of delivery.

(3) The Buyer, in case of delivery of the product in bulk, shall be obliged to examine the delivered goods in terms of quantity and quality for unconcealed defects at the time of receipt (in accordance with the agreed terms of INCOTERMS). The fact of quantitative discrepancy or the presence of unconcealed defects in the shipment must be noted and certified on the waybill or CMR with the signatures of the driver and the person taking over the delivered goods. In the absence of such an entry on the consignment note or CMR, quantitative and qualitative complaints based on claims of quantitative discrepancies or the presence of unconcealed defects will be considered upon notification up to 3 calendar days after the delivery date.

(4) Submission of any quality complaints, subject to items. 2 and 3, must be made immediately upon receipt of the goods, but no later than within 14 (fourteen) days from the discovery of defects in the goods, under penalty of loss of rights under quality deviations. Quality complaints may be filed by the Buyer, but no later than within 1 (one) month from the date of delivery of the goods to him. When considering complaints, their validity shall be assessed taking into account the applicable Polish technical standards or other standards agreed at the time of conclusion of the transaction.

(5) Any complaints about the quantity (per item) shall be reported immediately upon receipt of the goods, but no later than on the 3rd (third) working day after receipt of the goods, under pain of loss of rights for quantitative deviations.

6 The questioned goods should be available in unprocessed form, in the manufacturer's factory packaging at the disposal of the Seller for the entire duration of the complaint, until its termination, i.e. sending information by the Seller. If defects are detected during the operation of the product after pouring it into the device(s), the mode of proceeding will be determined individually.

(7) If the complaint is considered legitimate, the Seller may, in agreement with the buyer, replace the goods with defect-free goods or take back the defective product and return the equivalent of the price to the buyer. Dealing with a complaint in the above manner excludes the possibility of claiming further compensation.

(8) The Buyer who, despite the revealed defects confirmed by the complaint procedure, accepts the goods as meeting his requirements, may demand an appropriate reduction in price.

(9) The Seller may refuse to accept a complaint if the goods have been processed by the Buyer or used contrary to their intended use.

(10) If, of the goods delivered and sold, only some are defective and are separable from the defect-free goods, the Buyer's right to resign from the execution of the order or withdraw from the contract, concerning the execution of his order, shall be limited only to the defective goods.

ORLEN OIL Ltd.

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(11) Until the final consideration of the complaint, the Buyer shall be obliged to store the advertised goods in a proper manner (in accordance with the Safety Data Sheet), preventing their possible damage or shortages.

(12) If, due to a physical defect in the goods, the Buyer withdraws from the contract for the execution of his order or requests the delivery of defect-free goods instead of defective goods, he may not return the goods without the prior consent of the Seller.

(13) Quantitative and/or qualitative questioning of the goods shall not entitle the Buyer to withhold payment for completed deliveries.

(14) The Seller shall not be liable for goods used in a manner inconsistent with their intended use and characteristics.

15. The condition for accepting returns of goods that have been questioned by the Buyer

and acknowledged by the Seller is that they are undamaged, unprocessed by the Buyer and traceable as to the production lot number and parameters contained in the certificates. In the case of pre-packaged goods, they must be in original, undamaged packaging.

(16) Return of goods shall be made only after prior written notification to the Seller and after obtaining his written confirmation / approval. The return shipment must be properly protected during transportation. Packaging details, method of shipment and any necessary arrangements will be concluded in writing between the Seller and the Buyer.

(17) If a dispute arises with respect to the validity of a complaint regarding the defectiveness of the goods, the Parties shall subject the goods to examination at an independent testing unit designated by both Parties.

(18) In the event of an unfounded complaint, all costs including costs associated with the handling of the complaint, including laboratory, administrative and other tests may be redirected to the Buyer.

19. In order to initiate a complaint procedure, it is necessary to:

a. Written notification of a complaint by the Recipient (Buyer) containing a detailed description of the reason for the complaint. Application form to be downloaded from ORLEN OIL website www.orlenoil.pl.

b. data identifying the advertised goods:

1. number and type of purchase document

2. production batch number

3. production date

4. size of packaging

5. number of pieces of the advertised goods

c. bill of lading or CMR with the fact of quantity shortage or presence of uncovered defects noted and certified.

d. tank legalization documents, if applicable;

e. legalization documents of measuring equipment, if applicable;

f. washing certificate of the tank car, if applicable

g. other documents according to the circumstances, if applicable

(20) Incomplete documentation attached to the quantitative complaint shall result in suspension of the deadline for its consideration until the date of completion of the documentation.

(21) Failure to complete the documentation within 14 calendar days from the date of first notification to the Seller shall result in automatic rejection of the complaint.

(22) A complaint may not be accepted if the deficiency found in the delivery is within the tolerance provided for by Polish regulations and standards (metrological, technical, etc.) for equipment, installations and measuring instruments.

(23) In the case of collection of the product by its own means of transport, the Recipient (Buyer), after ascertaining that the product does not meet the quality requirements, shall be obliged to leave the product in the tank car, and immediately inform the Seller about the objections.

(24) Product quality testing will be conducted by an accredited laboratory. The result of the product analysis will be binding on the Parties.

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- (25) Sampling for testing must take place in the presence of an authorized representative of the Seller, unless the latter decides otherwise. In the case of export shipments, individual arrangements will be made in this regard.
- (26) Tests made on the basis of samples taken not in accordance with para. 25 of these GTCs are not binding for the Seller.
- (27) If the results of the tests confirm the validity of the complaint, the Seller shall be obliged to cover the costs of the tests and to replace the product with a product corresponding to the terms of the Sales Agreement.
- (28) If the test results do not confirm the validity of the complaint, the Buyer may be obliged to cover the cost of testing and all other costs incurred by the Seller in connection with the process of processing such complaint.
29. the Seller reserves the right to make changes to the OWR, of which it will inform the Buyer 2 weeks in advance.
- (30) In matters not regulated in this OWR, the provisions of the Civil Code shall apply.

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Complaint Report

....., date.....

COMPLAINT REPORT

1. COMPLAINT REPORTED BY	
Name and company address*:	
Contact person*:	
Tel: *	Fax*:
E-mail: *	

2. COMPLAINANT (*if other than reporting the complaint)	
Name and address:	
Contact person:	
Tel:	Fax:
E-mail:	

3. DATA OF CLAIMED PRODUCT	
Full name of the product*:	
Type of packaging*:	
Quantity*:	
Batch number*:	
Production date*:	
Number of ORLEN OIL Sp. z o.o. sale document*:	
Detailed description of complaint reason*:	

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Attention: send "Complaint Report" after completing all the necessary items at e-mail address: reklamacje@orlenoil.pl

Signature of complaint reporter :

Signature of complainant :

CONFIRMATION OF COMPLAINT REPORT ACCEPTANCE
Date:
Signature of person responsible for acceptance:
Remarks:

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