

ORLEN EESTI OÜ GENERAL TERMS AND CONDITIONS FOR SINGLE SALES

1 GENERAL PROVISIONS

- 1.1** Orlen Eesti OÜ General Terms and Conditions for Single Sales apply to all Contracts between the Seller and the Buyer that have been concluded in accordance with the Invoice submitted by the Seller to the Buyer regarding single sales. The General Terms and Conditions do not apply to contracts that have been concluded for the delivery of Goods over a longer period of time. In such a case, the General Terms of Sales Contracts will apply, which are available on the homepage of the Seller at <http://orlen.ee>.
- 1.2** In the General Terms and Conditions, the following definitions apply:
- 1.2.1 **Invoice** is the invoice submitted by the Seller to the Buyer, according to which the sales Contract between the Seller and the Buyer is concluded;
 - 1.2.2 **Goods** means the oil products to be purveyed by the Seller to the Buyer in accordance with the Invoice;
 - 1.2.3 **Contract** is the sales contract for Goods as concluded between the Buyer and the Seller in the manner prescribed in the Invoice;
 - 1.2.4 **Seller** is Orlen Eesti OÜ;
 - 1.2.5 **Buyer** is the Contract party who buys Goods from the Seller on the conditions as prescribed in the Contract;
 - 1.2.6 **Parties** means the Buyer and the Seller;
 - 1.2.7 **General Terms and Conditions** are the Orlen Eesti OÜ General Terms and Conditions for Single Sales.
- 1.3** The conditions stipulated on the Invoice and in the General Terms and Conditions form an inseparable part of the Contract.

2 OBJECT OF THE CONTRACT

- 2.1** Under the Contract the Seller obliges to deliver Goods to the Buyer in the amount and on the conditions as provided on the Invoice, and the Buyer obliges to pay the purchase price to the Seller on the conditions and in the amount as provided on the Invoice.
- 2.2** If permits or other necessary documentation is required for the purchase of the Goods, the Buyer obliges at the Sellers request to present such relevant permits or other documents to the Seller.
- 2.3** Title in the Goods shall pass to the Buyer from the moment the Buyer has paid the purchase price of the Goods in accordance with the Invoice.

3 LOADING AND TRANSPORT OF THE GOODS

- 3.1** The Buyer shall arrange the transport of the Goods itself or procure a carrier of its choice.

- 3.2** The Buyer shall prepare the Goods for loading on the date and place of loading as stipulated on the Invoice. The Buyer shall load the bought Goods on the named date, following the procedures and working hours of the place of loading.
- 3.3** The Seller shall issue all transportation documents for the Goods and other necessary documentation in accordance with the information provided by the Buyer.
- 3.4** The Seller shall determine the quantity of the Goods and indicate the quantity in the documents accompanying the Goods, if such exist.
- 3.5** The Goods shall be deemed delivered from the moment the Buyer or the carrier named by the Buyer accepts the Goods under its control and signs the corresponding documents for the delivery of the Goods. The risk of accidental loss of or damage to the Goods shall pass to the Buyer from the initiation of the loading of the Goods onto the means of transport of the Buyer or the carrier named by the Buyer.

4 QUANTITY AND QUALITY OF THE GOODS

- 4.1** The quality of the Goods shall at least correspond to the requirements of the standards applicable to the Goods according to the laws of the Republic of Estonia.
- 4.2** The Seller shall, on the request of the Buyer, provide to the Buyer a quality certificate or certificates and other obligatory documentation for the Goods.
- 4.3** With the prior approval of the Seller, the Buyer shall have the right to send an independent inspection to determine the quantity and the quality of the loaded Goods.
- 4.4** Where the delivered Goods do not meet the quality requirements as set out in **Section 4.1** of the General Terms and Conditions, the Seller shall replace the Goods not meeting the quality requirements within 24 hours, except in cases the defects are insignificant or have occurred due to the fault of the Buyer.
- 4.5** If the Buyer has reasonable doubts as to the quality or the quantity of the delivered Goods, the Buyer shall immediately inform the Seller via the contact provided in **Section 6.1**. If the Parties fail to reach an agreement as to the quality of the goods, the Parties oblige to take samples from the Goods in order to assess its quality. At least one sample shall be forwarded for tests to the laboratory of OÜ Keskkonnauuringute Keskus. The Parties agree that conclusions of OÜ Keskkonnauuringute Keskus regarding the quality of the Goods shall be final and binding upon the Parties. If the Parties fail to reach an agreement as to the quantity of the Goods, the Parties shall jointly arrange the determination of the quantity of the Goods.

5 LIABILITY

- 5.1** If the Buyer has failed to pay the purchase price of the Goods on the date and in the amount as provided on the Invoice, the Seller shall have the right to claim from the Buyer daily interest in the amount of 0.05% for each day the Buyer is in delay with the payment.
- 5.2** If the Seller fails to prepare the Goods for loading on the date or at the place of loading designated on the Invoice, the Buyer shall have the right to claim from

the Seller a contractual penalty payment of 2% of the purchase price as provided on the Invoice.

- 5.3** If the Buyer unjustifiably does not accept the Goods on the date designated on the Invoice and the Seller has duly prepared the Goods, the Seller shall have the right to claim from the Buyer a contractual penalty of 2% of the purchase price as provided on the Invoice.
- 5.4** If the Buyer has in addition to its obligation to pay the purchase price as provided on the Invoice also accumulated an obligation to pay interest and/or contractual penalties, in case of payment by the Buyer, the obligation to pay interest and contractual penalties shall be deemed discharged first, followed by the purchase price of the Goods.
- 5.5** In case the Seller breaches an obligation arising from the Contract, the Seller shall not be liable for any indirect damage sustained by the Buyer, including loss of profit. The Seller's liability is limited with the purchase price as provided on the Invoice.

6 MISCELLANEOUS

- 6.1** All notices and other communication, which will all be in the Estonian or English language and signed by the duly authorised representative of the notifying Party, will be deemed to have been duly given or made when delivered by hand or courier and handed over against signature or sent by registered mail or e-mail to the addressee Party to the address provided on the Invoice.

All notices and other communication intended for the Seller shall be forwarded to the following contact:

Contact: Katleen Lukin

Address: Ahtri 6A, Tallinn 10151, Estonia

E-mail: myyk@orlen.ee

- 6.2** The Contract and the rights and obligations specified herein shall be binding upon the Parties. The Buyer may not transfer or otherwise assign any of its rights or obligations arising from the Contract to third parties without prior written consent of the Seller. The Seller may transfer or otherwise assign its rights and obligations arising from the Contract to third parties.
- 6.3** The terms and conditions of the Contract are confidential and no disclosure concerning such confidential information will be made by a Party without the written consent of the other Parties, provided, however, that nothing herein will prevent a Party from making any disclosure required by applicable laws or disclosing confidential information to credit and financing institutions, lawyers, auditors and other persons who are required to keep such information confidential.
- 6.4** The General Terms and Conditions have been prepared in the Estonian and the English language. In case of any discrepancies in interpretation between the Estonian and the English versions, the Estonian language version of the text shall prevail.
- 6.5** This Agreement will be governed by the laws of the Republic of Estonia.
- 6.6** Any dispute arising out of or in connection with the Contract, which the Parties have failed to solve by negotiations will be settled in Harju County Court.