

UNIMOT Paliwa sp. z o.o.

GENERAL TERMS AND CONDITIONS

FOR THE SALE OF MARINE FUELS

§ 1.

DEFINITIONS

In this General Terms and Conditions for the Sale of Marine Fuels ("GTC"), unless the context indicates otherwise, the following terms shall have the following meaning:

1. **Seller** – UNIMOT PALIWA sp. z o.o. with its registered office at ul. Świerkłańska 2a, 47-120 Zawadzkie, Poland, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, VIII Economic Department under the KRS number 0000501430, VAT PL7831710765, REGON 302673320, capital PLN 327 350 00;
2. **Marine Fuel** – diesel oils (distillate fuels) or fuel oils (residual fuels) for water navigation purposes derived from crude oil offered by the Seller;
3. **Vessel** – a self-propelled watercraft, not destined for private cruises of a recreational nature, to which delivery of Marine Fuel is made,
4. **Buyer** – the entity purchasing Marine Fuels from the Seller and, jointly and severally liable with it: the agent, broker, as well as the owner, charterer, and manager of the Vessel, the master of the Vessel, and the Vessel herself;
5. **Parties** – the Seller and the Buyer;
6. **Contract** – the contract of sale and delivery of Marine Fuels to the Vessel concluded between the Parties as of the date indicated, and on the terms and conditions set forth in the Order and Order Confirmation and in this GTC.

§ 2.

ORDERS

1. Sales of Marine Fuels will be performed based on Orders placed by the Buyer ("Orders") and subsequently confirmed by the Seller in the Order Confirmation.
2. To conclude the Contract Parties will use electronic mail, in accordance with the principles specified in this GTC.
3. The Buyer shall each time submit a purchase request, before placing an Order, indicating, among other things: the name of the vessel, port and/or berth, quantity and type of Marine Fuels, expected place and date of delivery of the Marine Fuels, and any other information deemed by the Buyer to be relevant to the performance of the Contract (**Purchase Request**).
4. The Purchase Requests shall be delivered to the Seller's e-mail address: bunker@unimotpaliwa.pl. The e-mail address indicated by the Buyer (e-mail address of the sender of the e-mail) shall be the Buyer's delivery address in the course of further contacts between the Parties aimed at concluding the Contract.
5. Based on the Purchase Request, the Seller shall present an Offer to the Buyer which shall include: the name of the vessel, port and berth, quantity and type of Marine Fuels, place, date and/or time, and price of Marine Fuels offered to the Buyer in accordance with the Purchase Request, and the expiration date of the Offer, as well as the terms and conditions of delivery (if different from herein).

6. By placing an Order in accordance with the content of the Offer, the Buyer confirms its acceptance.
7. Once the expiration date indicated in the Offer has occurred, the Buyer cannot place an Order unless it receives an explicit declaration from the Seller about extending the validity period of the Offer. Such a statement shall be provided to the Buyer in a documentary form via e-mail to the Buyer's e-mail address.
8. The Seller shall confirm the Order immediately, in documentary form, but no later than the next business day following the date of receipt of the Order (**Order Confirmation**). Delivery of the Order Confirmation to the Buyer constitutes the conclusion of the Contract.
9. Amendments to the Contract must be made in writing under pain of nullity.

§ 3.

DELIVERY

1. The Buyer shall be obligated to be in possession of the Vessel at its control, for which the delivery of Marine Fuels is made, and to use the Marine Fuels delivered to the Vessel exclusively for the own purpose of marine navigation operations, excluding private voyages of a recreational nature.
2. Marine Fuels shall be delivered to the Vessel at the port or place indicated in the Order. Unless otherwise stipulated by customs regulations and regulations issued by the owner of the respective wharf/terminal at the relevant port, deliveries shall be made during day and night, including Sundays and holidays, provided that such arrangement has been agreed upon in the Order and Order Confirmation.
3. The estimated time of arrival (ETA) of the Vessel and the time specified for delivery shall be indicated in the Order and Order Confirmation.
4. The Buyer, or its agent at the port or place of delivery, shall provide the Seller, or its agent at the port or place of delivery, with estimated notifications 72 and 48 hours prior to delivery and a final notification 24 hours prior to delivery.
5. Marine Fuel shall be delivered:
 - a. by tank trucks or
 - b. bunker vessels.
6. The Seller shall be:
 - a. in possession of all regulatory licenses required to perform the delivery of the Marine Fuels at the port or place of delivery;
 - b. shall be responsible for the operation of the standard international connection and disconnection between the delivery pipes and the Vessel's intake connection and shall ensure that the pipe is properly and securely connected to the Vessel's manifold before commencing operations.
7. The Buyer shall ensure that the Vessel holds all necessary documents required by law to receive delivery of the Marine Fuels

at the port or place of delivery and shall instruct the master of the Vessel of the following duties:

- a. to confirm in writing – prior to delivery – the minimum and maximum allowable pumping rate specified in [mt/h], and agree on the method of communication and emergency procedure for the shut-down procedure.
 - b. notify the Seller in the Purchase Request of any special conditions, difficulties, damage, or other facts concerning the Vessel that may adversely affect the delivery of the Marine Fuels.
 - c. provide a freeboard of the Vessel to receive delivery of the Marine Fuel and provide all assistance that is necessary to moor and unmoor the bunker and to connect and disconnect the pipes.
8. Any delay caused by the fault of the Buyer/Vessel and, in particular, due to the failure of the Buyer/Vessel to comply with the obligations and declared maximum allowable pumping rate indicated in § 3. item 7 (a) - (c) shall entitle the Seller to charge the Buyer with a contractual penalty in the amount of USD 500.00 for each commenced hour of delay, however, the payment of the described contractual penalty shall not waive the Seller's right to claim damages in excess of the above contractual penalty on general terms, as well as the Seller's right to exercise its other rights under the Contract.
 9. The delivery of Marine Fuels to the Vessel shall be made only to tanks permanently installed on the Vessel. The Buyer may not request the Seller to deliver the Marine Fuels to any tanks of the Vessel that are not permanently installed on the Vessel.
 10. The delivery of the Marine Fuels shall be deemed to be completed as soon as the Marine Fuels reach the connecting collar between the pipeline or hoses from the means of delivery mentioned in § 3 (5) with the main fuel line of the Vessel. At this point, Seller's liability shall cease, and all risks associated with the Marine Fuels delivered, including loss, damage, deterioration, theft, evaporation or shrinkage, quality, and settlement with respect to the Marine Fuels delivered, shall pass to the Buyer.
 11. Until all payments due to the Seller from the Buyer for the Marine Fuels delivered to the Vessel have been paid, the Marine Fuels shall constitute an irregular deposit at the disposal of the Buyer, which the Buyer shall be obligated to return at the place and time indicated by the Seller.

§ 4.

QUALITY, GRADE AND QUANTITY OF MARINE FUELS

1. The Buyer shall be obliged to indicate in the Purchase Request and in the Order all parameters, including the class, and type to determine the quality of the Marine Fuels to be ordered according to ISO 8217, and shall be fully responsible for any consequences resulting from the incorrect or incomplete determination of the characteristics of the Marine Fuel referred to above.
2. The Seller declares that the Marine Fuel shall be of a homogeneous and stable nature.
3. The Seller guarantees that the Marine Fuel sold by it complies with the requirements according to ISO 8217 fuel quality standards, confirmed by the Certificate of Quality.
4. Marine Fuels shall be delivered to the Vessel in the quantity ordered by the Buyer and indicated in the Order and Order Confirmation.
5. The quantities indicated in the Order and Order Confirmation shall not be subject to change.

6. If the Vessel fails to collect the entire quantity of Marine Fuels as indicated in the Order and the Order Confirmation and loaded on a bunker vessel or tank truck, the Buyer shall be liable for all damages incurred by the Seller in connection with the return transportation and handling of the Marine Fuels to the warehouse or due to the sale of the Marine Fuels at a price lower than the price of the Marine Fuels indicated in the Order and the Order Confirmation.
7. For the circumstance referred to in the previous clause, the Parties hereby establish a contractual penalty in the amount of 10% of the value of the uncollected Marine Fuels, which is indicated in the Order Confirmation, payable by the Buyer to the Seller, however, the payment of said contractual penalty shall not waive the Seller's right to claim damages in excess of the amount of said contractual penalty on general terms, as well as the Seller's right to exercise its other rights under the Contract.

§ 5.

MEASUREMENTS AND SAMPLING

1. Quantities of Marine Fuel shall be determined on the basis of measurements of the tank ullages of the bunker vessel/barge carrying out delivery immediately before and after delivery, or meter readings of the bunker vessel/barge/tank truck carrying out delivery.
2. The Parties or their representatives shall have the right to participate in the process of measurement and to require the necessary information to verify the volume of Marine Fuels delivered. In case of the Buyer's or its representative's omission or refusal to verify the quantities of the Marine Fuels, the measurement of quantity made by the Seller, the Seller's representative, or the Seller's supplier shall become final and binding upon the Buyer, with the result that any volume claims regarding the volume of Marine Fuels delivered shall not be accepted.
3. Marine Fuel supplied hereunder, shall be measured and calculated in accordance with ASTM-API-IP Petroleum Measurement Tables.
4. Seller's and Buyer's representatives shall be required to collect four (4) identical representative quality samples for each class of delivered Marine Fuels. Sampling shall be conducted throughout the bunkering process in the presence of the Parties or their representatives. Two (2) samples shall be handed over to the Vessel and the remaining samples shall remain with the Seller.
5. The Buyer or the Seller may request additional samples:
 - a. for the Buyer or the Seller, i.e., a sample for the inspection company, or
 - b. for the Buyer, i.e., a sample for analysis for the use of the Vessel.

however, the above request must be submitted with the Order or Order Confirmation. If the above request is submitted at a later date, the collection of additional samples requires the consent of both Parties expressed in a documentary form.
6. Samples shall be collected at the end of the Vessel's fuel manifold provided that the Vessel is equipped with a device allowing the collection of samples by one of the methods provided for in *IMO Resolution MEPC.96(47) 'Guidelines for the sampling of fuel oil for determination of compliance with Annex VI of MARPOL 73/78'*. Otherwise, samples shall be taken by the continuous-drop method using a sampler installed at the end of the manifold of the bunkering vessel, or by a sampler installed at the tank truck.

7. The aforementioned samples shall be properly sealed with seals bearing a unique alphanumeric identification and shall have a label containing the name of the Vessel and its IMO No. (if the Vessel has one), the name of the means of delivery, the name of the product, the place where the sample was taken, the date and place of delivery, the seal number, and the signature of the Seller's representative and the signature of the Vessel's representative. The seal numbers of the samples in question are recorded on the delivery document ("Bunker Delivery Note").
8. The Seller's sample storage period for the purpose of any potential claims shall be thirty (30) days from the date of delivery of the Marine Fuels to the Vessel.

§ 6.

DOCUMENTATION

1. Prior to the commencement of delivery, the Seller's representative shall inform the Master of the Vessel or his representative about the quantity of Marine Fuels to be delivered and shall present a quality certificate of delivery, which shall contain the information required in accordance with IMO/ISO recommendations, i.e. a specification of the Marine Fuels containing, at least, readings for the following parameters:
 - viscosity,
 - density,
 - sulphur content,
 - water content,
 - flash point temperature,
 - pour point temperature.
2. In addition, upon Buyer's request, the information as to the content of the other parameters listed in the current ISO 8217 standard defining the specification of marine fuels for a given type of fuel may be provided.
3. The Parties agree that the crew members of the Vessel are authorized to sign, on behalf of the Buyer, the delivery document (Bunker Delivery Note) or other documents and statements regarding delivery, if required by law, and to collect the ordered Marine Fuels unless otherwise indicated in the Order Confirmation.
4. Upon completion of delivery and measurement, the delivery document (Bunker Delivery Note) issued by the Seller, or its representative must be signed by the Master of the Vessel, his representative, or an authorized member of the crew and stamped with the seal of the Vessel, and given to the Seller or its representative as proof of delivery. One copy of the Bunker Delivery Note shall handed over to the Master of the Vessel. The Bunker Delivery Note should contain at least the following information:
 - density in kg/m³ at 15°C,
 - kinematic viscosity at 40°C,
 - sulphur content in [%],
 - flash point temperature [°C],
 - temperature of the Marine Fuel at the time of delivery [°C],
 - the delivered quantity indicated in units of volume [m³],
 - delivered quantity indicated in units of mass [Mg - metric tons].
5. In addition, if required by applicable regulations, the Seller shall be obliged to indicate in the delivery document (Bunker Delivery Note) the composition of the product mixture/parts included in the relevant Marine Fuel
6. The Master of the Vessel, his representative, or an authorized member of the crew of the Vessel, shall sign and stamp the bunker

ullage reports and Bunker Delivery Notes for compliance with the volume delivered at a given temperature. Further verification of the information on the Bunker Delivery Note may be obtained from the results of the analysis of a representative sample of the delivered Marine Fuel stored on the Vessel.

7. If the Master of the Vessel notices a questionable result of measurement or difference in the quantity of Marine Fuels delivered with the quantity indicated in the Order and Order Confirmation, or has any other objection concerning the Marine Fuels delivered or the delivery itself, the Master of the Vessel may enter a note in the relevant field on the Bunker Delivery Note ("Filled by the Supplier") and issue a separate "Letter of Protest" and promptly hand it over to the Seller. The submission of notes to the Bunker Delivery Note or the issuance of a "Letter of Protest", shall not relieve the Master of the Vessel, his representatives, or an authorized member of the crew of the Vessel, from the obligation to sign and stamp the bunker ullage reports and Bunker Delivery Notes presented by the Seller.

§ 7.

PRICE AND PAYMENT

1. The price for Marine Fuels of any class shall be stated in U.S. dollars or such other currency as may be agreed upon by the Parties, as indicated in the Order and Order Confirmation per metric ton [Mg] of Marine Fuels delivered to the Vessel
2. In the event of a difference between the delivery date indicated in the Order and the actual delivery date, which occurred for reasons attributable to the Buyer or the Vessel, the price shall be newly indicated by the Seller. The Seller shall have the right to determine a different price (adjustment of the Order).
3. In case the Buyer cancels, in whole or in part, delivery of the Marine Fuels in the quantity stated in the Order and Order Confirmation, the Seller shall be entitled to claim from the Buyer a contractual penalty of up to 10% of the value of the quantity of the Marine Fuels cancelled by the Buyer. The payment of said contractual penalty shall not waive the Seller's right to claim damages in excess of the amount of said contractual penalty on general terms, as well as the Seller's right to exercise its other rights under the Contract.
4. Additional charges, freight, insurance, pilotage, port charges, assistance of fire department, tugboat or icebreaker and other expenses related to bunkering under the Contract, which are not regular delivery costs always borne by the Seller, which occurred during or after delivery and which the Seller did not agree to incur in the Order Confirmation shall be borne by the Buyer. In the event of payment of the amounts referred to in the preceding sentence by the Seller, the Seller shall be entitled to claim reimbursement thereof from the Buyer in the amount paid by the Seller, no other proof of the legitimacy of the Seller's claim shall be required.
5. The payment for Marine Fuels shall be made by the date indicated in the Order Confirmation on the basis of the original VAT invoice sent by mail or a copy thereof sent to the Buyer or his agent/broker by e-mail.
6. The payment according to the invoice shall be made to the account indicated in the invoice, without additional request, in full, together with interest due to the Seller, without any deductions regardless of whether their basis may be a court judgment or other legal title.
7. All fees, costs, and commissions associated with the payment shall be borne by the Buyer.
8. The payment shall be deemed executed on the date of crediting the Seller's bank account indicated in the invoice by the Seller.

If the payment falls on a holiday, the Buyer shall make the payment on the business day preceding the payment date.

9. The Seller shall have the right to charge the Buyer with statutory interest for any delay in payment, in accordance with applicable law.
10. The Seller is entitled to subject the performance of any delivery to (a) a payment by the Buyer of the Order on a prepaid basis (in whole or in part) of the amount due for the Marine Fuels delivered, or (b) the establishment of such other security for payment as the Seller may designate.

**§ 8.
CLAIMS**

1. All disputes as to quantity delivered shall be indicated at the time of delivery on the Bunker Delivery Note in the field " Filled by the Supplier" and in the form of "Letter of Protest", in accordance with the procedure described in § 6. Clause 7. Any quantity complaint must be presented in a written form by the Buyer within 7 days from the date of delivery, otherwise, quantity complaints will not be accepted and may not be the basis for the Seller's non-performance of this Contract.
2. Claims for quality of Marine Fuels must be made in writing as soon as the circumstances giving the basis for such claim arise, but never later than 21 days from the date of delivery. After the expiration of the aforementioned period, the circumstances arising shall not constitute grounds for a quality claim, and thus shall not constitute a reason justifying non-performance of the Contract and shall not be recognized by the Seller.
3. In case of a quality claim, the Parties shall receive the results of a quality analysis of the Marine Fuels, conducted by a laboratory of an independent, qualified, and mutually agreed expert, on the basis of Seller's representative sample. Seller shall provide a representative sample in its custody to the laboratory, subject to § 5.8. If the quality of the Marine Fuels in the Order is referred to ISO standard, the quality analysis shall be performed in accordance with the currently applicable ISO 8217 standard. Unless otherwise agreed, the cost of the analysis shall be borne by the Buyer.
4. Quantitative or qualitative claims submitted by the Buyer shall be resolved within 60 days from the date of submission of the claim to the Seller. Compensation for the claim recognized as legitimate by the Seller will be executed within 14 days from the date of notifying the Buyer of the recognition of the claim as legitimate or from the date of joint agreement on the subject matter.
5. In case of delay caused by:
 - a. the neglect of the Buyer to submit a precise notification or differences between the notification submitted, with reference to par. 3, para. 4, and the actual situation, or when the Vessel fails to collect Marine Fuel with the maximum allowable pumping rate with reference to § 3. item 7 (a) or
 - b. neglect to commence delivery of the Marine Fuels in accordance with the time required by the Seller in the Order Confirmation, with reference to § 3. item 4, the Seller shall be entitled to claim compensation for the damage caused thereby from the Buyer.

**§ 9.
LIABILITY**

1. If the Buyer fails to fulfil his obligations in due time under these GTC or the Contract, the Seller shall have the right to revoke the Contract. The Seller shall also have such right if from

the circumstances considered as a whole, it is clear that the Buyer will not comply with the established deadline for the collection of fuel, even if such deadline has not yet arrived.

2. The Seller shall be liable for failure to perform or improper performance of its obligations under the Contract up to the full price of the Marine Fuels sold in the breached Contract.
3. In the event of default in payment of any Order for which the Seller has indicated the payment terms as advance payment (prepayment), the Seller may withhold deliveries until the payment is made or consider the failure to pay as a breach of the Contract and terminate the Contract effective immediately or as of the date indicated by the Seller. All receivables and entitlements to which the Seller is entitled from the terminated Contract shall not be forfeited until the Seller's claims have been satisfied and the Seller has been compensated for the damages it has suffered due to the termination of the Contract with immediate effect. The suspension of deliveries or termination of the Contract referred to in the preceding sentence shall not relieve the Buyer from any obligations under the Contract until they are fully performed by the Buyer.
4. The Seller may withhold delivery of Marine Fuels, under any Contract, or terminate such Contract whenever the Buyer becomes insolvent, or is either subject to or prior to bankruptcy, reorganization, or liquidation proceedings.
5. If the Order was placed by any entity acting for and on behalf of the Buyer, the entity acting for and on behalf of the Vessel indicated in the Order shall always be jointly and severally liable for the due performance of the Buyer's obligations.
6. The Seller shall be entitled to pursue all claims arising from the Contract directly against the Vessel, which the Buyer hereby acknowledges.
7. The Seller in accordance with general principles may pursue compensation from the Buyer for any suffered loss (1) exceeding the contractual penalties stipulated in the Contract, and (2) in the event of failure to perform or improper performance of obligations, in cases for which no contractual penalties have been reserved, up to the full amount of the loss suffered.
8. Neither Party shall be liable for failure to perform its obligations on time or an improper performance of its obligations if the cause of the failure to perform its obligations on time or an improper performance of its obligations arises from Force Majeure. By Force Majeure, the Parties refer to extraordinary events, beyond the will of the Parties, which could not have been foreseen at the time of concluding the Contract and their occurrence could not have been prevented by economically reasonable measures, i.e. in particular: flood, fire, hurricane, earthquake, specific restrictions imposed on a Party to the Contract by state authorities in connection with an epidemic or epidemic threat, state of natural disaster, state of emergency, downtime caused by the introduction of restrictions or measures taken in connection with or in order to counteract phenomena recognized by the World Health Organization or state authorities as a pandemic or epidemic (including those concerning COVID-19, SARS-CoV-2 virus or its mutation). Force Majeure does not include stoppage caused by disputes between the Buyer and any individual, group, organization, legal entity, or other organizational unit, such as strikes, pickets, etc.
9. A Party shall promptly notify the other Party of the occurrence, expected duration, proposed course of action, and cessation of Force Majeure.

10. The Parties shall agree on new conditions for the performance of the Contract, taking into account, in particular, an adequate extension of the deadline for performance, immediately after the Force Majeure event ceases.
 11. In the event of the occurrence of a spillage causing or creating an environmental pollution hazard during the delivery, the Seller and the Buyer shall be jointly and severally obliged to take immediate actions to prevent or minimize and eliminate the consequences of the spillage. These actions must be taken jointly, regardless of which Party is or appears to be at fault for the spillage.
 12. The Seller may terminate, with immediate effect or as of the date specified by the Seller, the Contract in whole or in part, unilaterally, in the event of a breach of any of the provisions of the Contract by the Buyer – such Seller's action shall not result in any financial claims on the part of the Buyer against the Seller.
 13. If applicable provisions of law or port administration regulations require any oil protection boom to be installed during the bunker delivery, the cost of this operation shall be borne by the Buyer.
- 2) legitimate interests of the Seller in accordance with Article 6(1)(f) of the GDPR, including:
 - a) conclusion and performance of the Contract between the Parties,
 - b) archiving which is the fulfilment of the legitimate interest of securing information in case of legal need to prove facts, as well as for the purpose of possible establishment, investigation or defence against claims,
 - 3) performance by the Seller of the Contract in accordance with Article 6(1)(b) of the GDPR.
5. Personal data received from the other Party may be transferred to the following categories of recipients:
 - 1) entities processing personal data on behalf of the Seller, including, but not limited to, operating IT systems used for the purpose of implementing the Contract, providing accounting, archiving, maintenance services,
 - 2) entities providing services to the Seller, including courier and postal companies (in connection with the need to deliver the notifications specified in the Contract), legal and financial advisors, and auditors of the Seller (in connection with the provision of advisory services for the conclusion, performance, and enforcement of claims under the Contract). Data may also be made available to entities authorized by law, including tax administration authorities.

§ 10.

CONFIDENTIALITY

1. Information provided by any Party marked as confidential or secret information shall be kept confidential and may not be shared with third parties. The aforementioned information may only be shared with employees, associates, or subsidiaries of the Parties or affiliates of a Party involved in the business relationship between the Parties, provided that the entity to which such information is shared is obligated to keep such information confidential.
2. In case it is necessary for the business relationship between the Parties, the Parties shall enter into a separate Non-Disclosure Agreement (NDA), which shall apply to any business relationship established between the Parties of which the object is the sale of Marine Fuels.

§ 11.

PERSONAL DATA PROTECTION

1. The Seller is the administrator of the personal data within the meaning of Article 4 point 7 GDPR provided to conclude and execute the Contract.
2. The Seller has appointed a Data Protection Officer, who can be contacted via email at odo1@unimot.pl or a letter addressed to the Seller's registered office marked "Data Protection Officer".
3. Collected personal data including the following categories of data: identification data (including name and surname, data disclosed in public registers), contact data (including business e-mail address, business telephone number, and the company of the represented entity) will be processed for purposes related to the conclusion and performance of the Contract, its processing and possible assertion or defence of claims arising therefrom, as well as for the fulfilment of legal obligations incumbent on the Seller.
4. The legal basis for the processing of personal data by the Seller for the purposes indicated above is:
 - 1) fulfilment of legal obligations incumbent on the Seller pursuant to Article 6(1)(c) of the GDPR related to, among other things:
 - a) tax and accounting regulations,
 - b) fulfilment of law enforcement requests and for the purposes of legal proceedings, in the event of a request for access to data by the relevant authorities,

6. The data will be processed for the duration of the execution of the Contract, and after its termination for the time associated with the expiration of claims related to the Contract and for the time stipulated by law, including tax and financial reporting regulations.
7. Any person whose personal data will be shared between the Parties in connection with the conclusion and performance of the Contract shall have the right to access the content of their data and the right to rectify, delete, limit processing, as well as the right to object for reasons related to their particular situation, in the event that the Seller processes the data based on its legitimate interest. Such objection can be expressed at any time by directing correspondence in writing to the Data Protection Officer.
8. Any person shall also have the right to file a complaint with the supervisory authority (in Poland it is the President of the Office of Personal Data Protection, at the address: Office of the Protection of Personal Data, ul. Stawki 2, 00-193 Warszawa, Poland) if the processing of personal data is deemed to violate applicable data protection laws.
9. The provision of personal data is mandatory for processing executed based on a legal obligation incumbent on the Seller.
10. Personal data will not be profiled and will not be used for automated decision-making.

§ 10.

GOVERNING LAW AND JURISDICTION

1. Polish law shall be exclusively applicable to the Contract. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply
2. The court having jurisdiction to resolve all disputes related to the Contract shall be the common court having jurisdiction over the Seller's registered office.

§ 13.

FINAL PROVISIONS

1. The Seller is a large entrepreneur (*duży przedsiębiorca*) pursuant to provisions of the Act of March 8, 2013 on preventing excessive

delays in commercial transactions (*ustawa z dnia 8 marca 2013 o przeciwdziałaniu nadmiernym opóźnieniom w transakcjach handlowych*) (consolidated version, Dz.U. z 2023 r., Nr 1790 with amendments).

2. The Buyer may not assign any rights under the Contract without the Seller's consent issued in a written form.
3. The Buyer shall not be entitled to sell or encumber any of his rights arising from the placement and execution of orders without the prior consent of the Seller expressed in a written form otherwise being null and void.
4. Unless the provisions of the GTC provide otherwise, all statements made under the GTC or individual Contracts shall, for their validity, remain in a documentary or an electronic form.
5. The date of delivery of statements in a documentary form (e-mail attachment) or an electronic form (e-mail content) shall be considered by the Parties as the moment when the message sent via e-mail left the Seller's or Buyer's mail server.
6. The Seller shall be entitled to unilaterally amend the provisions of the GTC. For the execution of Orders, the provisions of the GTC in force on the date of placing the Order shall apply in each case.
7. This document established by the Seller, constitutes general terms and conditions of contracts within the meaning of Article 384 § 1 of the Civil Code, and is available, inter alia, in an electronic form on the Seller's website www.unimotpaliwa.pl.
8. This document has been drawn up in Polish and English language versions. In case of any differences between the two language versions, the Polish version shall prevail.
9. These GTCs are effective as of 1st of March 2024 r.