

# **Agreement**

**for**

**“Supply of casing pipes”**

Warsaw – .....2013

## AGREEMENT

entered into on ..... 2013 in Warsaw ("Agreement") by and between:

**ORLEN Upstream Sp. z o.o.** with its registered seat in Warsaw, 31 Przyokopowa Street, 01-208 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, the Thirteenth Commercial Department, under number KRS 0000256011; share capital of PLN 24,950,000.00 (in words: twenty-four million nine hundred fifty thousand Polish zlotys); NIP Tax Identification Number: PL 522-280-86-91, represented by:

1. Wiesław Prugar – President of its Management Board;
2. Paweł Martynek – Vice-president of its Management Board;

hereinafter referred to as the "**Ordering Party**";

and

.....  
entered into ..... maintained by ..... in  
....., ..... under number KRS.....; NIP  
Tax Identification Number:.....; REGON Statistical Identification Number:  
.....; share capital of PLN ..... ;  
represented by:

1. \_\_\_\_\_ - \_\_\_\_\_;
2. \_\_\_\_\_ - \_\_\_\_\_;

hereinafter referred to as the "**Supplier**";

whereby the above entities shall be hereinafter also referred to jointly as the "**Parties**" or each of them individually, a "**Party**."

### §1 SUBJECT OF AGREEMENT

1. Under this Agreement, the Supplier shall:

- 1) deliver factory-new (year of production 2013) well casing, manufactured and marked according to PN - EN ISO 11960 standard (API SPEC 5 CT) in the quantity, subject to the provisions of § 3 section 3, and in line with the requirements as set forth in the table provided below and described in more detail in a specification attached hereto as Schedule no. 1 ("Object of Contract");

Nr.	Normal size	Nominal weight (lbt/ft)	Grade	Type of connection	Amount [mb]	Pup joints	Delivery time
1.	13 3/8"	61	N-80	BTC	6 000	+ 5 SETS PUP JOINTS (3M, 6M, 9M)	15.05.2013
2.	13 3/8"	68	N-80	BTC	1 000	+ 1 SET PUP JOINTS (3M, 6M, 9M)	15.05.2013
3.	9 5/8"	47	P-110	BTC	18 000	+ 6 SETS PUP JOINTS (3M, 6M, 9M)	15.05.2013
4.	7"	32	P-110	VAM TOP	2 500	+ 1 SET PUP JOINTS (3M, 6M, 9M) + 1 PUP JOINT PIN X PIN (1,5M)	01.06.2013
5.	7"	32	L-80	VAM TOP	3 500	+ 1 SET PUP JOINTS (3M, 6M, 9M) + 1 PUP JOINT PIN X PIN (1,5M)	01.06.2013
6.	5 1/2 "	26,8	Q-125	VAM TOP Couplings with Special Bevel option (20°)	15 000	+ 4 SETS PUP JOINTS (3M, 6M, 9M) + 4 PUP JOINTS PIN X PIN (1,5 M) + 2 X/O PIN VAM TOP X BOX BTC (1M)	01.07.2013
7.	5"	23,2	P-110	VAM TOP COUPLINGS WITH SPECIAL BEVEL OPTION (20°)	2 000		01.07.2013

- 2) transfer the title to the Object of Contract to the Ordering Party at the time of delivery thereof to the specified place of delivery ("Place of Delivery"), subject to the confirmation of the Supplier's fulfilment of its obligation within the scope as specified in this section under a relevant acceptance protocol, approved by both Parties without any reservation;
  - 3) deliver, on the date indicated by the Ordering Party, on the Ordering Party, the Object of Contract or a part thereof ("Lot"), to the Place of Delivery.
2. In the execution of the obligation set forth in section 1 point 2 above, the Supplier shall attach the following documents with respect to the Object of Contract:
- 1) Certificates of origin of the materials of which the casing is made and of the casing itself;
  - 2) Copies of certificates confirming the chemical composition of the materials of which the casing included in the Delivery Lot is made;
  - 3) Attestations regarding materials, pressure strength, non-destruction (NDE) and the external acceptance protocol 3.2 (consistent with standard PN-EN 10204 + A1);

- 4) Copy of a valid API certificate confirming that the Object of Contract has been manufactured in line with the specification API SPEC 5 CT.

**§2**  
**REPRESENTATIONS OF THE PARTIES**

1. The Ordering Party enters into this Agreement relying on the following warranties of the Supplier:
  - 1) The Supplier represents that the individuals signing the Agreement on its behalf have full power and authority to make declarations of will on its behalf;
  - 2) The Supplier represents that it has completed all actions necessary for the validity, effectiveness and enforceability of this Agreement,
  - 3) The Supplier represents that at the time of conclusion of this Agreement, no circumstances exist which would justify the institution of liquidation of the Supplier or filing a motion to declare it bankrupt, nor any other factual or legal circumstances exist which might prevent or impede the proper performance of this Agreement;
  - 4) The Supplier represents that the Object of Contract will be free from any physical or legal defects, in particular, from any encumbrances or third party rights. Further, the Supplier represents that the materials with the use of which the Object of Contract is to be made are free from any encumbrances or third party rights, and that they are not the object of any court, enforcement, vindication, or other proceeding that could result in a loss by the Supplier of the right to use the same to execute the Object of Contract.
  - 5) The Supplier represents that it is a registered VAT payer entitled to conduct intra-Community trade, VAT reg. no. ....
2. The Supplier enters into this Agreement relying on the following warranties of the of the Ordering Party:
  - 1) The Ordering Party represents that the individuals signing the Agreement on its behalf have full power and authority to make declarations of will on its behalf;
  - 2) The Ordering Party represents that it has completed all actions necessary for the validity, effectiveness and enforceability of this Agreement;
  - 3) The Ordering Party represents that it is a registered VAT payer entitled to conduct intra-Community trade, VAT reg. no. 522-280-86-91.
3. As regards the volume of the Object of Contract, the Ordering Party hereby allows, and the Supplier consents to, the supply of the same in a quantity smaller than that specified in § 1 section 1 in metres [m], with the reservation that a reduction in such quantity in accordance with the procedure as described in this section cannot exceed 5% of the original quantity indicated in § 1 section 1. In the event referred to in the preceding sentence, the Supplier's remuneration as set forth in § 8 section 1 shall be reduced on a *pro rata* basis in proportion to the reduction in the volume of the Object of Contract.

**§3**  
**TERMS OF DELIVERY**

1. The Parties hereby agree that each Delivery of the relevant Lot of the Object of Contract as specified by the Ordering Party to the Supplier shall be effected according to the terms and conditions as set forth in this paragraph.
2. The Supplier shall provide each Delivery, according to DDP (Incoterms 2010) to the central warehouse in Świdnik, Narzędziowa 2 Str.
3. Irrespective of the volume of the Object of Contract specified in § 1 section 1, the Supplier shall deliver to the Ordering Party, with respect to each lot of casing constituting the object of each Delivery, a set of pup joints with the parameters specified in § 1 section 1.
4. Each Delivery takes place on the basis of an order placed by the Ordering Party with the Supplier, such order specifying the Lot of the Object of Contract which is to be delivered to the Ordering Party within the given Delivery and shall absolutely require the execution of an acceptance protocol signed by the authorised Attorneys of the Parties as specified in § 15. The order may be placed in written form, by phone or via fax or e-mail, on the condition the service thereof is effective if made to the address and contact number of the respective Party as specified in § 14. In the event where the Ordering Party places its order in any form other than in writing, the Supplier shall immediately confirm its receipt of the same. Such confirmation shall be effected via fax or e-mail to the fax number or e-mail address of the Ordering Party as specified in § 14.

**§4**  
**TERMS AND CONDITIONS REGARDING STORAGE**

1. The costs connected with the Storage and the risks that may arise in connection therewith shall encumber the Supplier, who hereby undertakes to take care of the Object of Contract stored in a manner that guarantees its preservation in a non-deteriorated condition, including, in particular, ensuring that the Object of Contract is not destroyed, damaged or its fitness for use diminished.
2. The Supplier cannot use or dispose with the Object of Contract. However, if due to special circumstances, the use of the Object of Contract is indispensable and necessary in order to keep the Object of Contract in a non-deteriorated condition, the Supplier may, to the extent it is required to prevent the deterioration of the Object of Contract, use the Object of Contract. In such case, the Supplier shall promptly notify the Ordering Party of the Supplier's use of the Object of Contract, specifying the circumstances which justified such use.
3. The Supplier is obliged to promptly ensure the Ordering Party access to the place of the Storage, on each request of the Ordering Party, not later, however, than within 24 hours of the time of receipt of such request. The Ordering Party reserves the right to execute supervision at every stage of the Supplier's provision of the Object of Contract, such supervision to be carried out by authorised representatives of the Ordering Party. In the event where the Object of Contract is acknowledged to be inconsistent with PN-EN ISO 11960 standard, the Ordering Party is entitled to reject every element of the Object of Contract which has, or may have, an impact on reducing the usable value of the Object of Contract. In the situation referred to in the preceding sentence, the Supplier shall promptly replace the elements rejected by the Ordering Party with new elements that meet the requirements set forth in this Agreement.

## **§5**

### **TERM OF AGREEMENT PERFORMANCE**

1. The Supplier shall properly perform the Agreement with respect to the Delivery of the casing specified in § 1 section 1.
2. The Supplier shall perform the Agreement with respect to the Delivery during the period of the Parties' performance of this Agreement and in accordance with the terms and conditions as prescribed in this Agreement.
3. The Supplier shall effect each Delivery to the Place of Delivery within 2 (two) days of the date of its receipt from the Company of the order.
4. The Parties undertake to promptly notify each other in writing of a potential event of *force majeure* within the meaning of § 10 section 2 and of the expected duration thereof, as well as use all endeavours to prevent the circumstances caused by the operation of *force majeure* or limit the results thereof.

## **§6**

### **ACCEPTANCE**

1. In case of each Delivery, the Supplier shall notify the object thereof for acceptance to the Ordering Party before dispatch. An independent Quality Inspector, on each occasion specified by the Ordering Party, may participate in the acceptance on behalf of the Ordering Party. Each acceptance shall be confirmed by the Parties by an acceptance protocol.
2. A properly executed acceptance protocol must contain a description of the Delivery, including: a specification of the Lot of the Object of Contract supplied, its quantity in metres and tons, the date of the Delivery, the compliance of the Delivery with the guidelines specified by the Ordering Party in its order as referred to in § 3 section 3, any potential remarks or objections, and the signatures of authorised Attorneys of the Parties indicated in § 15.
3. The acceptance protocol, signed by the Attorneys of the Parties without remarks or objections, shall constitute the confirmation of the proper performance by the Supplier of a specific (confirmed by that acceptance protocol) part of this Agreement and form the grounds for the Supplier's issuance of a VAT invoice with respect to the amount corresponding to the part of the remuneration proportional to the so performed (as confirmed under that acceptance protocol) part of this Agreement.
4. If the delivered Object of Contract is acknowledged to have any defects, the Ordering Party and the Supplier shall draw up an acceptance protocol specifying the disclosed defects or other faults and the deadline for removal or supplementing thereof by the Supplier. The acceptance of the elements determined to be defective or bringing the Object of Contract to the condition consistent with the Agreement and the order referred to in § 3 section 3 shall be confirmed by an additional acceptance protocol.

## **§7**

### **GENERAL TERMS AND CONDITIONS OF QUALITY GUARANTEE**

1. The Supplier hereby grants to the Ordering Party a 12-month quality guarantee with respect to the Object of Contract delivered within the scope of performance of this Agreement, such period running, with respect to each lot of the Object of Contract

covered by a given Delivery, since the date of signing the acceptance protocol regarding that Delivery. The Supplier assures that during the term of guarantee the Object of Contract delivered under the performance of this Agreement shall be free from any defects and shall function in the manner ensuring the achievement of the goals and parameters specified by the Ordering Party in the Agreement.

2. If in the execution of the duties under guarantee the Ordering Party is delivered a thing free from defects to replace a defective one, the term of guarantee shall run from the moment of delivery of the thing free from defects.
3. The Supplier assures that any defects disclosed during the term of guarantee shall be removed within technically and organisationally reasonable deadlines determined by the Ordering Party.
4. If in the course of the performance of this Agreement or during the term of guarantee any delivered element of the Object of Contract proves to have hidden defects, the Supplier shall replace it for another one which is free from defects. If such replacement involves any additional costs, such costs shall be borne by the Supplier.
5. In the event that the Supplier fails to replace a defective lot of the Object of Contract under the guarantee, the Ordering Party shall have the right to purchase that lot from a third party at the cost and risk of the Supplier. Such case does not result in a loss of the rights under the guarantee as referred to in section 1. In the case described in the preceding sentence, the provision of § 7 section 2 shall apply as appropriate.
6. The Parties establish the following method for lodging complaints: via fax to the number (+48) 22 395 49 69 or via e-mail to the following address: robert.piskunowicz@orlen.pl, on any business day from 9.00 a.m. to 5 p.m. CET, confirmed by a letter sent next day at the latest. The notification shall contain the preliminary description of the damage. The replacement of the damaged element of the subject of agreement shall take place not later than within 7 days of the date of notification.

## §8

### TERMS OF PAYMENT

1. In return for proper performance of this Agreement, the Ordering Party shall pay to the Supplier remuneration in the aggregate amount of .....EUR/PLN (in words: .....), including ..... % VAT in the amount of..... EUR/PLN (in words: .....). The payment of the remuneration in the amount as specified in the preceding sentence excludes any claims the Supplier may have against the Ordering Party in connection with the performance of this Agreement.  
VAT shall be charged in accordance with the provisions of law in effect.

The gross due amount referred to in section 1 above includes all taxes and costs, including any charges contingent for the admittance of the Object of Contract delivered by the Supplier for use in the Republic of Poland.

The Supplier shall send its VAT invoices to the following address of the Ordering Party:

ORLEN Upstream Sp. z o.o.  
ul. Przyokopowa 31  
01-208 Warszawa

2. In the event of a delay in the payment of a correctly issued VAT invoice, the Supplier shall have the right to charge default interest at a statutory rate.
3. The Supplier consents to the deduction of contractual penalties specified in the Agreement, charged by the Ordering Party, from the remuneration due to the Supplier.
4. The Ordering Party hereby authorises the Supplier to issue VAT invoices without the Ordering Party's countersignature.
5. The Ordering Party does not consent to any assignment of the receivables under this Agreement.

## **§9**

### **SUB-SUPPLIERS/SUBCONTRACTORS**

1. The performance of this Agreement by any Sub-suppliers or Subcontractors shall be possible only upon a previous written consent of the Ordering Party. The performance of this Agreement by any Sub-suppliers or Subcontractors shall not release the Supplier from its liability and obligations arising from, and set forth in, the Agreement.
2. The Supplier shall be fully liable to the Ordering Party for any deliveries made by Sub-suppliers/Subcontractors as well as for the proper storage by Subcontractors.
3. The Supplier shall be liable for any acts, omissions or negligence of a Sub-supplier/Subcontractor, its representatives or employees as if they were the acts, omissions or negligence of the Supplier itself, or its representatives or employees.

## **§10**

### **NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE AGREEMENT**

1. No Party shall be liable for the non-performance or improper performance of its obligations under this Agreement, if and to the extent such non-performance or improper performance has been caused by *force majeure* within the meaning of section 2 below.
2. A *force majeure* event shall be understood as any external unpredictable event (which includes its slight likelihood in a given) that cannot be prevented. *Force majeure* shall include, but not be limited to, the following events:
  - a) war, military operations, invasion or civil war;
  - b) rebellion, revolution, *coup d'etat*, social disorder, terrorist acts;
  - c) confiscation, nationalisation, mobilisation and other related orders issued by state and local authorities;
  - d) strikes, save for those by employees of the Supplier or any of its Sub-suppliers or Subcontractors, sabotage, embargo, restrictions on imports, pandemic disease, plague or quarantine;
  - e) earthquake, fire, flood or climate anomalies;
  - f) radioactivity or contamination by radioactivity from nuclear fuels or nuclear waste, burning of nuclear fuel, radio-active toxic explosives or other dangerous features of any explosive nuclear components.



- 2.1. The burden of proving the occurrence of the *force majeure* event rests with the Party invoking it, unless the Parties to this Agreement agree in good faith that the *force majeure* event has indeed occurred.
- 2.2. The Party who is prevented from the fulfilment of its obligations in accordance with this Agreement shall:
  - a) immediately notify the other Party as to the commencement, likely duration and cessation of the circumstances that render its fulfilment of obligations impossible;
  - b) deliver, as soon as practicable, to the other Party the evidence of the *force majeure* event. Such evidence may take the form of a certificate issued by the relevant institution, supplier or contractor in the state where the *force majeure* event took place.
3. The Supplier shall be obliged to pay the Ordering Party a contractual penalty in the event:
  - a) where the Ordering Party withdraws from this Agreement as a result of the circumstances for which the Supplier is liable, such penalty being 100% of the net amount specified in § 8 section 1 of this Agreement;
  - b) of any delay in the performance of the Subject of Agreement, such penalty being 20.0% of the net amount specified in § 8 section 1 for each day of delay, whereby a delay by the Supplier shall consist, in particular, in the Supplier's failure to deliver the Object of Contract or any required lot thereof within a specified deadline and in accordance with the provisions of this Agreement, as well as the situation in which the provisions of § 6 section 4 and § 7 may apply.
  - c) of destruction or damage of the Object of Contract resulting in a reduction of its fitness for use, due to improper storage of the same, whereby the penalty shall be 100% of the net amount specified in § 8 section 1.
4. Apart from the contractual penalties as provided for in this Agreement, the Ordering Party may claim from the Supplier a compensation in excess of the amount of contractual penalties, according to the general rules set forth in the Civil Code and with regard to the scope of the Supplier's liability as specified in section 5 below.
5. The Supplier hereby represents that it is fully aware that its non-performance of this Agreement, improper performance of this Agreement or any delay in its proper performance of this Agreement may expose the Ordering Party to a considerable loss, and the Supplier further represents that should it fail to observe the deadline specified for the proper performance of this Agreement as referred to in § 5 section 1, it shall be obliged to reimburse any and all costs and expenses incurred by the Ordering Party in connection with the execution of wells in the locations indicated in § 3 section 2 by the date of the Supplier's proper performance of the Subject of this Agreement or, in case of the Ordering Party's withdrawal from this Agreement, pursuant to section 6 or 7 below or in accordance with the applicable provisions of law in effect, all the costs and expenses incurred by the Ordering Party by the date of conclusion of the respective agreement with another entity which is going to deliver to the Ordering Party the performance corresponding to the Subject of this Agreement.
6. If the Supplier is in delay with the performance of this Agreement to such an extent that it is unlikely that it manages to complete such performance within the agreed deadline (i.e., if such delay lasts more than 3 days), the Ordering Party may withdraw from this Agreement without granting any grace period to remedy such delay. The Supplier shall be then obliged to pay to the Ordering Party the contractual penalty specified in section 3 letter a.
7. If the Supplier performs the Agreement in a manner that is defective or contrary to the

provisions thereof, the Ordering Party may call the Supplier to change the manner of such performance and give the Supplier a grace period for that purpose. After ineffective lapse of such grace period, the Ordering Party may withdraw from this Agreement. The Supplier shall be then obliged to pay to the Ordering Party a contractual penalty specified in section 3 letter a.

8. Prior to signing this Agreement, the Supplier shall provide a Good Performance Bond (Polish: *Zabezpieczenie Należytego Wykonania Umowy* – “**ZNWU**”) in the amount of 10% of the gross remuneration specified in § 8 section 1.
9. During the term of this Agreement, the Ordering Party, on the Supplier’s request, may change the form of ZNWU to another, however, maintaining the continuity and value of the bond.
10. The Ordering Party shall return ZNWU within 30 days from the acknowledgement that the Agreement has been performed properly. If ZNWU is provided in cash, the Ordering Party shall return the same together with the interest due according to the terms of the agreement concerning the bank account on which said money was kept, minus the costs of keeping the bank account and the bank’s fee for the transfer of such funds to the Supplier’s bank account.

## §11

### TERMINATION

1. Save for the instances specified in this Agreement, the Ordering Party shall have the right to withdraw from this Agreement in the following cases:
  - a) the Supplier has become insolvent to the extent justifying the institution of recovery proceedings (*postępowanie naprawcze*) against it;
  - b) in case of institution of liquidation proceedings with respect to the Supplier;
  - c) in case the Supplier’s property, or the property with the use of which the Supplier performs the Object of Contract, is seized by third parties under a decision of any competent authority;
  - d) if *force majeure* persists during the period of performance of the Object of Contract by more than 60 days.
2. The Supplier shall have the right to withdraw from this Agreement, if the Ordering Party refuses, for no justified reason, to accept the Object of Contract or sign the protocol of acceptance of the Subject of Agreement, or in the event where the Ordering Party is in default with any payment for over 60 days.
3. The right to withdraw from this Agreement may be exercised by either of the Parties by the date of expiry of the term of guarantee as set forth in § 7 section 1. A withdrawal from the Agreement shall become effective on the date of serving on the other Party a relevant written notice, providing the reasons for such withdrawal.
4. The Parties establish that a Party entitled to withdraw from this Agreement shall make a statement of its withdrawal from the Agreement only after ineffective lapse of an additional 3-day grace period running from the date the obliged Party is served a final call to discharge its obligation. The above does not apply to the instances referred to in § 10 sections 6.
5. A statement of withdrawal from the Agreement shall be made in writing, under the pain

of nullity, and shall specify the reasons for such withdrawal.

6. In the event a statement of withdrawal from the Agreement is made, the Agreement shall be deemed terminated upon delivery of such statement to the other Party.

## **§12**

### **DUTIES OF THE PARTIES IN CASE OF TERMINATION**

1. In the event that any Party withdraws from this Agreement, the Supplier and the Ordering Party shall, within 7 days of the date of termination of this Agreement, draw up a deliveries inventory protocol according to the status prevailing at the date of termination of this Agreement.
2. In the event of withdrawal from this Agreement due to the circumstances as referred to in § 11 section 1 or § 10 sections 6 and 7, the Ordering Party shall have the right, at its own discretion, to:
  - a) return everything it has received from the Supplier under this Agreement and demand the refund of any amounts paid to the Supplier as remuneration;
  - b) return part of what it has received from the Supplier under this Agreement and demand the refund of an appropriate portion of the amounts paid to the Supplier as remuneration.
3. The exercise of the rights referred to in this paragraph does not preclude or restrict the rights of the Ordering Party to demand from the Supplier the payment of relevant contractual penalties or pursue compensation in excess of such contractual penalties according to the general rules as provided for in the Civil Code.

## **§13**

### **CONFIDENTIALITY**

1. The Supplier hereby undertakes to keep as confidential all the data regarding the business of the Ordering Party and all information the Supplier may obtain for the purposes of the performance of this Agreement, unless such information has become public as a result of an act by any person not related to the Supplier or the disclosure thereof is required under a decision of any competent public administration body.
2. The provisions of this paragraph shall remain in effect after the performance or termination of this Agreement for a period of 5 years.
3. In the event of a breach by the Supplier of the provisions of section 1, the Ordering Party shall have the right to claim from the Supplier a contractual penalty in the amount of 10% of the gross amount specified in § 8 section 1.
4. Apart from the contractual penalty referred to in section 3 above, the Ordering Party shall have the right to claim from the Supplier compensation in excess of such contractual penalties according to the general rules as provided for in the Civil Code.

## §14

### NOTICES. CONTACTS BETWEEN THE PARTIES

1. Any notices, communications or other information arising from, or provided in connection with, this Agreement shall be made in writing. Any such notices, communications or other information shall be directed to the following respective addresses:
  - 1) the Ordering Party:  
ORLEN Upstream Sp. z o.o.  
ul. Przyokopowa 31  
01-208 Warszawa
  - 2) the Supplier:  
.....
2. Any such notice, communication or other information shall be deemed to have been correctly served on the date of personal delivery or the date of receipt of a delivery confirmation in case of a registered mail letter, return receipt requested.
3. The Supplier and the Ordering Party shall notify each other in writing of each change of the addresses specified in section 1.

## §15 ATTORNEYS

The following individuals are authorised to represent the Parties in the course of performance of this Agreement:

- 1) for the Ordering Party: .....
- 2) for the Supplier: .....

## §16

### FINAL PROVISIONS

1. Any amendment of this Agreement must be made by the Parties in writing, otherwise null and void.
2. In any matters not provided for in this Agreement, the provisions of the Civil Code and other relevant provisions of Polish law in effect shall apply.
3. The Parties to this Agreement agree that in case of any dispute arising from or in connection with this Agreement they shall co-operate in order to settle the same in an amicable manner.
4. If the Parties fail to reach agreement within 14 days of any Party's receipt of a written call for amicable settlement, the Parties shall submit the dispute arising from or related to this Agreement to be settled by a common court of laws having the proper venue jurisdiction for the registered seat of the Ordering Party.
5. This Agreement has been drawn up in two identical counterparts, one for each Party.

6. This Agreement shall commence with effect on the date of its signing. Individual headings used in the Agreement are for convenience only and do not affect the interpretation hereof.

***Signatures of the Parties:***

**For the Ordering Party:**

**For the Supplier:**

\_\_\_\_\_  
[●]

\_\_\_\_\_  
[●]