GENERAL TERMS AND CONDITIONS OF PURCHASE OF BP

FOR GOODS, DELIVERIES AND SERVICES

This document, together with an offer (if such was made) constitute the entire agreement between the Parties with respect to the subject matter specified in the Purchase Order and supersede any prior arrangements, negotiations and discussions between the Parties. However, if the Parties entered into a separate agreement setting out the agreed conditions for the provision of services or goods, in case of discrepancy the separate agreement applies, instead of these general terms and conditions.

1. Scope of Application

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") are part of all purchase orders, assignments and contracts, including all framework contracts, including contracts which specify all conditions of deliveries including dates of deliveries (hereinafter referred to as “PO” or “purchase order”), which:

a) BP Europa SE (also operating through local branches) or

b) an entity affiliated with BP Europa SE within the meaning of article 4 paragraph 1 point 5 of the Polish Code of Commercial Companies

(each of the entities above hereinafter individually referred to as “BP”) is entitled to issue a purchase order for the delivery of goods and / or the provision of services for itself or for third parties, provided that these GTCP are attached into the relevant PO, subject to purchase orders made within framework agreements to which agreements these GTCP are attached.

1.2 The GTCP – as amended at the time – shall also apply to any request for proposal or quotation (hereinafter collectively referred to as “**Proposals**”) as well as to any future business with the contractor (hereinafter referred to “**Contractor**”)

1.3 Any terms and conditions of the Contractor are hereby rejected. They will apply only if and to the extent BP has declared expressly and in writing that it agrees to them.

2. Elements of a PO and their Order of Precedence

The PO shall be constituted by the following elements and these shall be read and construed as mutually complementary, but in the event that there is any conflict between them regarding interpretation or construction they shall be referred to in the following order of precedence:

2.1 the purchase order, assignment or contract document itself (including its annexes except for such annexes listed separately under clauses 2.2 – 2.4 below);

2.2 the minutes of negotiations (if existent and referenced in the purchase order, assignment or contract document);

2.3 these GTCP;

2.4 any special and general technical conditions and regulations relating to the object of the PO (e.g. Polish Standard).

3. Requests and POs, Proposals by the Contractor, Conclusion of Contract, Form Requirements, further Correspondence

3.1 If BP requests a Proposal from the Contractor, then such request shall be binding for the Contractor's Proposal. The Contractor shall explicitly indicate any deviations of its Proposal from BP’s request. The request may be altered by BP. Proposals, drafts, samples and models from the Contractor are provided to BP free of charge and do not constitute any obligation on the part of BP. Unless otherwise agreed, no remuneration or compensation is payable for the preparation of Proposals, projects etc. and travels related to this.

3.2 It is incumbent upon the Contractor to inform itself of the prevailing conditions on the location relevant for the Proposal, prior to the submission of its Proposal and prior to the beginning of work. For deliveries and services, the net price, exclusive of value added tax, shall be quoted.

3.3 Any PO furnished or agreed upon verbally or by telephone as well as any subsequent amendment or change of a PO, including these GTCP or other elements of the PO, agreed upon verbally or by telephone has to be confirmed by the parties in text form i.e. by the mean of fax or e-mail, under the pain of nullity, . Any additional form requirements constituted by the PO, including these GTCP, or law remain unaffected.

3.4 If the Contractor has any concern regarding the specifications of goods or services as provided for in BP’s request or the PO, then the Contractor shall prior to the conclusion of the contract notify BP of its concern in text form i.e. by the mean of fax or e-mail and wait for BP’s decision whether such specifications shall remain unchanged in spite of such concern. The Contractor guarantees (i) the suitability of goods and/or services, thus specified, for the use to which the goods shall be put according to the request or PO, or for their customary use, and/or (ii) the conformity of the specifications with requirements provided for by law, administrative bodies or employers' liability insurance associations or generally recognised engineering rules and standards. If the Contractor does not notify BP of such concerns in time or does not wait for BP’s decision, any discrepancies in supplied goods and services, will be a major defect and may be grounds for rescind by BP from ZZU.

3.5 The Contractor shall quote the number and date of BP’s request for Proposal or of BP’s purchase order in all correspondence with BP including (but not limited to) invoices, certificates of delivery and/or performance (hereinafter collectively referred to as “**certificate of performance**”), e.g. delivery notes, and dispatch notes.

4. Remuneration, Prices

4.1 The agreed prices are fixed for the term of the PO and are understood to be subject to the applicable value added tax.

4.2 If the remuneration agreed is not a one-off fixed price (but e.g. to be determined on the basis of material quantity, agreed hourly or daily rates or other unit prices), then the Contractor shall prepare and provide to BP detailed written certificates of performance in a format to be agreed in advance with BP and setting out the price calculation in a transparent and auditable manner. Unless agreed otherwise, a certificate of performance regarding services provided on the basis of a time-based pay, e.g. hourly or daily rates, has to evidence the performance by way of a properly structured breakdown of the dates of performance, of the type of work performed and of the time spent for such work on each date as well as of the aggregate time spent. Unless specified otherwise in the PO, certificates of performance and corresponding invoices shall be submitted monthly.

4.3 The prices cover all costs and expenditures for the delivery to the agreed destination (e.g. address, plant, building, filling station, other place of delivery / of provision of services) including costs and expenditures of dispatching, shipping, packaging and insurance but excluding import duties ("DDU" – Delivered Duty Unpaid – pursuant to the ICCIncoterms 2000). The prices include and cover all costs and expenditures incurred by the Contractor in the provision of the goods and/or services (e.g. travel costs). The right to claim any additional or subsequent charges is excluded.

4.4 Additional goods and/or services beyond the scope of the PO will be paid only if they have been agreed in writing by BP. Their unit prices must correspond to the pricing in the PO.

5. Provision, Review, Inspection and Alteration of the Delivery and/or Service

5.1 In the provision of the goods and/or services, the Contractor may employ only skilled personnel that possess the necessary qualifications and appropriate professional experience (hereinafter referred to as "**Competencies**"). These Competencies shall be demonstrated on BP's request in the form of educational attainment, certificates or documentation of professional experience.

5.2 BP retains the right to verify the existence of the Competencies through appropriate inspections at the Contractor's or BP´s premises and localisations.

5.3 In cases where there is reason to doubt the existence of the Competencies in employees and/or sub-contractors deployed at BP's premises and localisations by the Contractor, BP reserves the right to demand that the Contractor removes the employees and/or sub-contractors in question from the work and replaces them with qualified employees and/or sub-contractors, all at the Contractor's expense.

5.4 Should the Contractor, during the provision of the contractual delivery and/or service, realize that changes or improvements of the content and/or extent of the delivery and/or service appear necessary or appropriate, then the Contractor shall immediately notify BP of this in writing, stating the possible changes in costs, and must obtain a decision as to whether the PO should be continued in an altered or improved form. BP shall be obliged to take a decision on this without undue delay.

5.5 BP has the right to review and inspect, or to have a third-party review and inspect the delivery and/or service which the Contractor is to provide, or any portions thereof, at any time. The Contractor shall advise BP, within an appropriate period, where and when such a review and inspection of the goods and/or service can take place. The exercise of such review and inspection right by BP shall not create or grant rights of / to the Contractor; such review and inspection shall in particular (without limitation) not be deemed to constitute an acceptance of the delivery and/or service by BP.

5.6 The Contractor shall put BP, or, as the case may be, the third party retained by BP for the review, in the position to undertake the review and inspection without limitations and must make the appropriate facilities and assistance.

5.7 BP shall be entitled to request changes in the deliveries and/or services agreed upon with the Contractor. Should such a change have an impact on contractual provisions, for example with regard to payment or completion deadlines, the Contractor will notify BP of this immediately. The parties will thereupon agree in text form i.e. by e-mail or fax any adjustment to the PO arising from the BP request.

6. Work and Product Safety, Compliance with Laws and Administrative Provisions

6.1 The Contractor shall be responsible for the compliance (including by all sub-contractors it deploys), with all relevant work safety and accident prevention regulations, and BP's safety rules, which BP will hand to the Contractor upon Contractor's request and with which the Contractor shall familiarise itself on its own. In case of serious violations, BP has the right to terminate the PO without notice.

6.2 The Contractor warrants that all goods delivered or manufactured as well as all other services provided by it

a) meet all relevant legal and administrative regulations, generally recognised engineering rules and standards, work safety and accident prevention regulations and regulations on technical work equipment;

b) are supplied with all necessary safety devices, identification labelling and user instructions and certificates of marketing authorization (if applicable); and

c) are so constituted that users or third parties are protected from all types of risks associated with the normal operation, and in particular that any associated risks of accidents and occupational diseases are eliminated.

7. Delivery Deadlines, Delayed Delivery

7.1 The deadlines (dates or periods) for the delivery of goods and/or provision of services, including intermediate deadlines, specified in the PO or otherwise agreed are binding.

7.2 If the Contractor realizes that it will not be possible to comply with a deadline specified in the PO or otherwise agreed for any reason, it shall inform BP of this immediately in writing, stating the reasons for the delay and the anticipated duration of the delay.

7.3 The rights of BP resulting from a failure of the Contractor to meet a delivery and/or service deadline specified in the PO or otherwise agreed shall be determined in accordance with Polish statutory law, unless otherwise provided for by these GTCP.

7.4 The unconditional settlement of an invoice by BP shall neither exclude nor restrict BP's rights resulting from a failure to meet a delivery and/or service deadline specified in the PO or otherwise agreed nor BP's rights from an otherwise delayed delivery; this shall in particular (without limitation) apply to compensation claims due to the Contractor being in default.

7.5 The Contractor can only claim that necessary documents or other advance deliverables have not been provided by BP if the Contractor has sent a written reminder regarding the provision of the documents or other advance deliverables specifying an adequate grace period and this grace period has expired without result, for reasons not attributable to the Contractor.

7.6 If a delivery is made by the Contractor earlier than agreed, BP reserves the right to return the delivery at the cost of the Contractor. If the early delivery is not returned, the goods shall be stored by BP until the initially agreed delivery time at the cost and risk of the Contractor. BP reserves the right to make payments at the initially agreed due date even though delivery occurs early.

8. Delivery, Packaging, Place of Performance, Certificate of Delivery and Performance (e.g. delivery notes)

8.1 The goods are to be packaged in such way that damage in transit is avoided and environmental protection aspects are observed. Where reusable packaging is used, its value shall be included in the delivery price and credited at its full invoice value upon return. The Contractor is obliged to collect the returnable

packaging, unless parties agree otherwise. In such case the Contractor will issue a correcting invoice which covers the value of the returnable packaging and deliver the invoice to BP without undue delay. . Until the receipt of the correcting invoice, all packaging material shall remain with BP for disposal.

8.2 When delivering goods and/or providing services involving hazardous materials pursuant to clause 13.1 or products pursuant to clause 13.2, then the packaging provided or used has to identify the following:

Trade name/name of material, name and complete address including telephone number of the Contractor, pictogram or symbol for the hazard, hazard and safety instructions (risk and safety warnings / statements; or hazard and precaution warnings / statements).

8.3 Where it has been agreed that certificates on the testing of materials are to be provided, these certificates form a fundamental part of the delivery and are to be included with the delivery.

8.4 BP is not responsible for deliveries that cannot be carried out due to non-observance of the above regulations. Upon acceptance, the goods shall be stored at the cost and risk of the Contractor. BP has the right to check the content and condition of such deliveries.

8.5 The Contractor shall bear any costs arising from misdirection of deliveries if it is responsible for transportation or is otherwise responsible for the misdirection of the delivery.

8.6 The Contractor shall only make partial deliveries of goods and services if BP has agreed to this in text form, i.e. in form of fax or e-mail. In such cases, the Contractor must state on the delivery note that it is a partial delivery and must specify the quantity remaining for delivery.

8.7 BP will only pay for additional / excess deliveries if they are used by BP, otherwise the additional / excess goods will be stored by BP for a maximum period of eight (8) weeks at the risk and cost of the Contractor. After this, BP is entitled to dispose of these goods, including utilization of these goods, at the cost of the Contractor.

8.8 The place of performance for a delivery or for providing a service shall be the destination (e.g. address, plant, building, filling station, other place of delivery / provision of services) specified in the PO or otherwise agreed.

8.9 The Contractor shall provide adequate and auditable certificates of performance for each delivery made and services provided to BP. Each PO and invoice shall have a separate certificate of performance document. Each certificate of performance document must show the date and number of the purchase order to which it relates. It has to correspond to the respective purchase order, both in terms of content and structure; it is in particular required that each position in the certificate of performance document can be clearly attributed to the corresponding purchase order position (clear reference of the delivery or service description to the individual purchase order position). The certificate of performance document must not contain any items other than those contained in the purchase order. The certificate of performance document must exactly describe the type and scope (e.g. amount, duration) of the delivery and/or other service as well as the date and the place of each delivery and/or provision of service. In respect of deliveries and services that are not made / provided at a fixed package price, certificate of performance must also meet the further requirements set out in clause 4.2 above.

8.10 A certificate of performance which is not issued properly in accordance with the provisions of these GTCP is deemed to have not been issued at all. BP may withhold payment regarding the goods and services intended to be evidenced by such improper certificate of performance until proper certificates of performance for such goods and services have been issued. Further requirements for the payment claim becoming due and enforceable remain unaffected.

9. Passing of Risk and Ownership, Confirmation of Acceptance

9.1 The risk of accidental loss of, or damage to, the goods remains with the Contractor until receipt of the goods conforming with the PO at the location specified in the PO or otherwise agreed.

In case of deliveries requiring installation or assembly, the passing of risk for accidental loss or damage as well as with other performance aspects passes upon acceptance in writing of BP.

9.2 Without prejudice to BP's rights of rejection, title to and ownership of any goods (and materials in the case of the supply of services) shall pass to BP on delivery. The delivery of the goods or materials shall not be subject to any retention of title by the Contractor. If BP effects the payment for the goods and/or materials prior to their delivery, then title to, and ownership of, the goods and/or materials shall pass to BP upon such payment being made.

9.3 If an acceptance of the delivery and/or service is required by law or by the PO, the Contractor shall apply for such acceptance to BP in writing. A written certificate of acceptance shall be created and signed by the parties. A signed certificate of performance does not replace the acceptance. Should partial service be agreed upon, a separate acceptance will be made for each part of the service.

10. Invoicing, Due Dates

10.1 The Contractor will issue a valid invoice by the 15th day of the month following the month of delivery or performance of the service (unless otherwise agreed) and send it to BP in accordance with the applicable law. Each PO shall have a separate invoice.

10.2 Invoices must show the number and date of the PO for which they are issued. They have to correspond to the respective order, both in terms of content and structure, it is in particular required that each invoice position can be clearly attributed to the corresponding purchase order position (clear reference of each invoice position to the purchase order position). Invoices must not contain any items other than those contained in the purchase order.

10.3 Furthermore, all invoices must comply with any applicable legal requirements. In particular, invoices must separately show value-added tax at the statutory rate applicable at the time and contain any information and comply with any other requirements that arise under the laws applicable at the time (presently in particular (without limitation) art. 106a-106q of the Polish Value Added Tax Act, as well as other legal acts regarding the claiming of input tax relief.

10.4 Invoices for partial deliveries and/or partial performance must be designated as partial invoices. Final invoices must be designated as such and contain the information that the PO has been executed.

10.5 Invoices that are not issued properly in accordance with the provisions of the GTCP shall be corrected. BP may withhold payment regarding the goods and services billed with such improper invoice until a proper invoice for such goods and services has been issued.

10.6 Unless stated otherwise in the PO, payment of the Contractor's invoice will become due within 30 days after the issue of the invoice provided (i) the invoice satisfies the requirements of clauses 10.1 through 10.4 above, and (ii) the delivery has been received at its destination or the service has been performed.

10.7 If early deliveries are accepted, the due date for payment is unaffected and refers to the original delivery deadline. In such case the payment term specified in point 3.2 shall be extended accordingly.

10.8 If the invoiced goods arrive at a date later than that of the invoice, the day of the payment is calculated from the receipt of the goods.

11. Business Policy ("Code of Conduct") / Bribery, Corruption and Money Laundering

11.1 The Contractor acknowledges the principles of BP's business policy set out in BP's "Code of Conduct" and undertakes to adhere to, and act consistently with, these principles in connection with the consummation and performance of the PO. The Contractor shall acquaint its sub-contractors to these duties. BP's Code of Conduct can be found a:

http://www.bp.com/

11.2 In connection with PO, including the scope of work hereunder, Contractor and BP represent, warrant, and covenant as follows:

a) they have complied and shall comply with applicable anti-bribery and/or corruption, anti-money laundering and anti-fraud laws specifically including but not limited to, the laws of the United Kingdom (such as the Bribery Act 2010, the Proceeds of Crime Act 2002 and the anti-fraud legislation set out in s.199 and Schedule 13 of the Economic Crime and Corporate Transparency Act 2023), and the laws of the United States of America (such as the Foreign Corrupt Practices Act of 1977), and all successor legislation;

b) they and their respective owners, officers, directors, employees, and Service Providers have not and shall not:

i. offer, give, promise to give, authorise giving, solicit, accept or agree to accept; to or from any person (including Public Officials and private individuals); directly or indirectly; anything of value (monetary or nonmonetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage; nor

ii. engage in tax evasion, money laundering or any type of fraudulent activity, including but not limited to making false or misleading representations; failing to disclose information where there is a legal duty to do so or false accounting; and

c) no Public Official has a personal direct or indirect interest in PO.

11.3 Notwithstanding provisions to the contrary, either if a Party reasonably believes in good faith that the other Party has breached the provisions within this clause, or that such breach is imminent, the non-breaching party shall have the right to suspend or terminate PO upon notice to the breaching party. Upon termination, the breaching party shall not be entitled to claim compensation or any further remuneration, regardless of any activities before termination.

11.4 **Public Official** shall include (i) any minister, civil servant, director, officer, employee, or other official, or anyone acting in any official, legislative, administrative, judicial or representative capacity, on behalf of any government or any department, agency or body thereof, and/or of any government-owned or controlled company including any company or enterprise in which a government owns an interest of more than thirty percent, and/or of any public international; (ii) any political party, political party officials, or candidates for political office; (iii) any member of a royal or ruling family; and (iv) any close family member (spouse, parent, child, sibling) of any of the foregoing. **Service Provider** means any person or entity that performs a service for or on behalf of a Party, including but not limited to agents, suppliers, sub-contractors and other intermediaries.

12. Use of Contractor and Sub-Contractor Personnel

12.1 The Contractor shall oblige the sub-contractor, in a sub-contractor agreement, to provide the Contractor on demand all required certificates of latest date from the relevant tax authorities, social insurance carrier and professional association, as well as – if necessary – labour permits, to be presented to BP. Moreover, the Contractor shall ensure that the employees of the sub-contractor, in case of their deployment into the operations and business locations of BP, identify themselves to BP's works security department (plant security, gate security guards, etc.) as sub-contractors of the Contractor.

12.2 The Contractor shall ensure and prove to BP upon request that, as a minimum but not limited to:

a) the Contractor's and its sub-contractor's personnel at BP´s premises are legally employed in accordance with Polish tax and social security regulations;

b) the Contractor duly fulfils its obligations for employer payments in relation to tax authorities and social insurance institutions;

c) personnel's possible claims of minimum wages based on law or in accordance with the collectively agreed scale are met;

d) all statutory conditions relating to the ban on illegal employment of workers and the avoidance of illegal work are followed based on, by way of example but not limited to, the Act on the Employment of Temporary Workers, Act on Promotion of Employment and Labour Market Institutions (e. g. obtaining and providing work permits where necessary).

12.3 If the Contractor violates its obligations under clause 12.1 or 12.2, then BP shall be entitled to withdraw from the PO and/or terminate the PO with immediate effect, and/or claim compensation for the breach of obligations arising from the PO, without prejudice to any other rights BP may have.

13. Substances with Hazardous Properties

13.1 If the Contractor's deliveries contain, or the performance of its services involve, the use of a material, preparation or product within the meaning of the European Ordinance (EC) No.1272/2008 (CLP-Ordinance) and/or art. 4 section 1 Act on chemical substances and their mixtures (Dz. U. 2011.63.322) (hereinafter collectively referred to as "**Substances**"), the following conditions must be observed by the Contractor:

a) Current materials safety data sheets in Polish (with a revision date not older than 1 year) for all Substances shall be made available to BP, in duplicate, at all times, for the first time at conclusion of the contract. The materials safety data sheets must include the classification of the Substances in accordance with the CLP-Ordinance. In the event of any changes, BP shall be sent, unrequested, an updated materials safety data sheet in duplicate.

b) BP shall be provided, unrequested, prior to the beginning of work, with the operational instructions regarding the Substances to be used by the Contractor, and the required hazard assessment according to the art. 18 and following of the Act on chemical substances and their mixtures (Dz. U. 2011.63.322).

13.2 If the Contractor should deliver a material, a preparation or a product within the meaning of Article 3 of the European Ordinance (EC) No. 1907/2006 (REACH) (hereinafter collectively referred to as "**Products**"), the following must be observed:

a) The Contractor warrants that the Products completely comply with the regulations of REACH. The Contractor warrants, in particular, that the Products have been registered within the applicable period.

b) Without prejudice to further obligations of the Contractor under these GTCP, in particular clause 8, a current materials safety data sheets as described in clause 13.1 a) shall be attached to the packaging at delivery, and made available to BP.

13.3 Additionally, the Contractor shall have, at delivery and/or in the provision of a service using Substances and/or Products, the full responsibility for compliance with applicable laws and regulations (in particular (without being limited to) REACH and applicable Polish legal provisions.

14. Quantity and Quality Check, Notification of Defects

14.1 Delivery acceptance is always subject to a quantity and quality check.

14.2 In respect of bilateral commercial transactions regarding the purchase of goods or the delivery of movables to be manufactured or produced, the statutory provisions of the Polish Civil Code shall apply with the following provisions:

a) The inspection obligation shall in principle be limited to such defects which become evident during the examination of the delivered goods at an incoming goods inspection through visual examination and through a quality check by way of a random sample test. Whether further inspections are required as part of the ordinary course of business depends on the circumstances of the individual case.

b) The notification of obvious defects which become evident at the incoming goods inspection or through a quality check by way of a random sample test shall be deemed to have been made without undue delay (and, thus, in time) if it is sent to the contractor within two (2) weeks after receipt of the delivery.

c) The obligation to give notice of hidden defects discovered at a later point in time remains unaffected. The notification of such defects shall be deemed to have been made without undue delay (and, thus, in time) if it is sent to the Contractor within two (2) weeks from the time of discovery.

14.3 As regards deviations in weight, the weight determined by BP at the incoming goods inspection shall be decisive, unless the Contractor can prove that the weight determined by BP is incorrect. The same shall apply for deviations in quantity.

15. Claims based on Defects, Warranties

15.1 The Contractor warrants that all deliveries and/or services will be performed in accordance with the PO and are free from any legal defects and from any defects as to quality and/or quantity.

15.2 The further warranties of the Contractor pursuant to clause 6.2 remain unaffected and complement the Contractor's warranties.

15.3 The Contractor's warranties also apply to any parts manufactured or delivered by its sub-contractors and the services carried out by its sub-contractors.

15.4 In case of defects of the goods and/or services provided, BP shall be entitled to assert all claims and other rights provided for under contract and/or statutory law without restrictions.

15.5 The place of performance for the cure of defects is the factual location of the defective good.

15.6 The Contractor is obliged to bear all necessary costs for curing the defect.

15.7 BP is entitled to withhold payment of an adequate proportion of the remuneration until proper cure of the defect.

15.8 If the Contractor is in default with curing the defect, then BP shall be entitled, at the Contractor's cost and expense, to cure the defect itself or to commission a third party to do so. The same shall apply, if the matter is urgent and there is a risk of delay and the Contractor cannot be reached in good time or is incapable of curing the defect in good time. The Contractor must be informed of this immediately. BP reserves the right to assert any other claims, e.g. claims for the compensation of further damages, which BP may have.

15.9 In case BP rescinds the PO because of a defect, BP is entitled to continue to use the goods and/or the services of the Contractor free of charge until the procurement of a suitable replacement. In case of such rescission, the Contractor shall bear the costs of taking back the delivered goods or other items to be returned, including the costs of dismantling/elimination as well as return freight, and shall take responsibility for their disposal. The provisions of this clause 15.9 shall apply regardless if BP requests damages or curing of the defect

15.10 Subject to the following provisions, BP's claims regarding defects shall become time barred in accordance with statutory law:

a) Unless parties agree otherwise, the warranty period for delivered goods of performed services is 24 months. If goods and/or services are a subject of a warranty granted by a third party, the Contractor shall assign the rights arising from such warranty to BP.

b) Parties extend the period of statutory guarantee to 24 months from the day of delivery of goods and/or services.

c) In the case of re-delivery, or re-provision of services, the warranty and statutory warranty period the moment when the delivery was made in place of the defective delivery or, if acceptance is required, the acceptance of the services is performed.

15.11 The unconditional settlement of an invoice by BP shall neither exclude nor restrict BP's rights regarding a defect or other insufficient delivery or performance; this shall in particular apply to any compensation claims which BP may have.

16. Contractor's Liability

16.1 If and to the extent not provided for otherwise in these GTCP or the remainder of the PO, the liability of Contractor under contract shall be governed by the relevant provisions of statutory law.

16.2 The Contractor is liable to BP for damages. The Contractor has to compensate also such expenditures and costs which BP incurs for the purposes of mitigating, avoiding and/or eliminating a damage and expenditures and costs born for the purposes of assessing and removing the defect; this shall also apply to any internal expenditure or cost of BP, e.g. personnel expenditure or travel cost, relating thereto.

17. Termination by BP and Insolvency

17.1 BP is entitled to terminate any PO constituting a contract (art. 627 of the Polish Civil Code) at any time in accordance with art. 644 the Polish Civil Code. The following deviation from statutory termination procedures shall apply: If BP terminates such contract for a reason attributable to the Contractor, then the remuneration will only be paid to the Contractor for the individual services which it has carried out up to the receipt of termination notification and which are free from any defects and can be used by BP. BP's right to claim compensation remains unaffected; in particular, the Contractor must reimburse BP for any additional costs that may arise.

17.2 BP may cancel a PO for deliveries at any time up until the handover of the delivery. In this case, the regulations of art. 644 of the Polish Civil Code and clause 16.1 above apply accordingly for the remuneration claims of the Contractor; BP shall acquire possession of the partial deliveries already received and the delivery items already manufactured or procured by the Contractor for which BP has requested delivery.

18. Insurance

On BP request, the Contractor must take out liability insurance cover at standard insurance conditions and with a minimum coverage in an amount of …….. per occurrence for any liability claim of BP against the Contractor and must maintain such insurance cover for the duration of the contractual relationship, including guarantee periods and limitation periods (e.g. for defect claims), all at the Contractor's own cost and expense. The Contractor must submit proof of the insurance cover to BP upon BP's request.

19. Confidentiality

In addition to any other confidentiality agreements in force between the Parties, the following shall apply:

19.1 The Contractor is obliged to treat all information that it receives as part of preparations for or implementation of the PO as confidential. This obligation continues to apply beyond the performance of the PO; it expires within 5 years from the day of certificate of performance of the last PO provided that in the case of personal data and other information that could in any way reveal the content of personal data or relate to the operation of IT systems used to process personal data and the methods of securing such data and systems, this obligation lasts indefinitely, also after the end of the contract and the PO and the Confirmation of Completion of the last PO, regardless of the reasons and method of ending the contract and the PO (including after withdrawal from the PO, termination of the contract, etc.). This obligation does not apply to information that is or becomes part of the public domain or that the Contractor becomes aware of without violating any internal or external confidentiality obligations (e.g. information received from a third party without being subject to confidentiality or gained from the Contractor's own independent efforts).

19.2 All documents provided by BP remain the property of BP. They may not be made accessible to third parties and must be returned to BP in full without special request once the PO has been completed. The specialist workers and sub-contractors commissioned by the Contractor are not considered to be third parties if they have been subject to the same confidentiality obligations in relation to the Contractor.

19.3 The Contractor shall be liable to BP for all damages caused to BP by the Contractor or its agents due to violation of these confidentiality obligations, unless the Contractor is not responsible for such violation.

20. Proprietary Rights, Right of Use

20.1 BP is entitled to use all diagrams, drawings, calculations, analysis methods, formulations and other works that the Contractor creates or develops in connection with the PO.

20.2 The Contractor warrants that all goods and services provided are free from any third-party proprietary rights (including patents, trademarks, copyright and related rights). In particular, the Contractor guarantees that the provision and use of the delivered goods and services do not violate any patents, licenses or other third-party proprietary rights.

20.3 The Contractor shall indemnify BP against third party claims based on any proprietary rights violations and shall bear all costs arising for BP in this context, if the Contractor has breached its obligations pursuant to sections 19.1 and/or 19.2. This obligation to indemnify BP shall not apply, if and to the extent the Contractor is not responsible for such breach.

20.4 Without prejudice to any other rights BP may have, BP is entitled either to seek approval for use of the relevant delivered goods and services from the rights holder at the cost of the Contractor or to withdraw from the PO or, in case the PO constitutes a contract for the performance of a continuing obligation, to terminate such contract with immediate effect.

20.5 Technical information (including designs, drawings, specifications, electronic data, computer programs, calculation, etc.,) and all intangible property rights related to them, developed or created in the course of performance of the contract will belong to BP and BP will have unlimited access to them.19.6.

20.6 The Contractor shall transfer to BP copyrights to all works that are created in the course of the performance of PO, for all fields of use, in terms of fixing and reproduction of works - recording, reproducing and manufacturing of every possible technique, including printing, reprographic, magnetic and optical storage, digital technology, making prints etc., in the form of artistic, photographic, printing, storage in computer memory or computer storage media (magnetic, optical), audio-visual record - any standard, system and format, in any number of copies, trading the original or copies - marketing, including public displaying and sharing via the mass media, copies of works fixed and multiplied in the manner described above, as well as lending or rental of the original or copies, in terms of broadcasting of works in a manner other than specified above - public access in particular for public exhibitions, presentation and advertising in the media, recording on electronic media, publication in such forms of publishing as books, albums, brochures, as well as the exhibition, display, reproduction, broadcasting and retransmission (including in the form of mock-ups) and the public communicating of works in such a way that everyone can have access to them at the time and place of their choice, and display works fixed in the form of audio-visual, transfer of works via computer networks, including via the Internet - in any standard system and formats, perform any work, including the construction based on the works in unlimited quantity of use and the locations chosen, in particular the unrestricted use of works for the construction, reconstruction or development, use and dispose of works derivative in relation to the work, in particular with all their papers, adaptation, translation or alterations. The Contractor shall authorize BP for the exclusive exercise all subsidiary rights to the works, in particular, to use and dispose of the papers, translations and adaptations. In case of application against BP by a third party claims for breach of any rights to works in particular copyright and related rights, the Contractor shall reimburse BP for all costs incurred as a result of the implementation of such third party claims, or agrees to protect against and release BP from any losses, liability, damages or claims, including, but not limited to legal costs incurred by BP as a result of violations or alleged violations of rights of third parties related to the execution and performance.

21. Publications, Advertisement

The Contractor is not entitled itself or in conjunction with any other person to use any information, article, photograph, illustration or any other material of whatever kind relating to the PO in publications or for advertising purposes without prior written consent of BP. This requirement shall also apply to the use of BP's proprietary rights (such as patents, trademarks, copyrights and other related rights). Such consent requirement shall apply to each individual use.

22. Limitation of the Rights of Set-Off and Retention

The Contractor may not make set-off and make retentions without the prior written consent of BP.

23. Prohibition of Assignment and Transfer

Neither party shall be entitled to assign or otherwise transfer rights, liabilities and obligations related to the PO in whole or in part without the prior written consent of the other party, except the assignments or transfers by BP to affiliated companies within the meaning of art. 4 paragraph 1 point 5 of the Polish Code of Commercial Companies

24. Transformations and Change of Control

The Contractor has to notify BP in writing about any transformation – in particular transformations pursuant to the Polish Code of Commercial Companies or similar legal provisions in other jurisdictions, e.g. mergers, spin-offs and conversions of legal form – and circumstances through which a third person obtains dominant influence over the Contractor. In such case BP reserves the right to rescind from a PO not yet fully consummated or to terminate a contract for the performance of a continuing obligation constituted by a PO with immediate effect if BP, taking into account all circumstances of the specific case and weighing the interests of both parties, cannot reasonably be expected to uphold the PO or to continue the contract for the performance of a continuing obligation constituted by the PO until the agreed end or until the expiry of a notice period. This may in particular apply in case a direct competitor of BP obtains a dominant influence over the Contractor.

25. Data Protection

25.1 BP hereby informs the Contractor (in the case of Contractors who are natural persons) and persons representing the Contractor (persons authorized to represent, representatives, persons indicated as contact persons or persons actually performing the Agreement on his behalf) that BP is the controller of the personal data of the Contractor (in the case of Contractors who are natural persons) and persons representing the Contractors, obtained in connection with the conclusion and implementation of the contract and the PO, including name and surname, job position, work e-mail address and work telephone number.

BP informs that this data is processed for the purposes of: concluding and performing the contract and/or PO, securing claims, fulfilling reporting obligations within the BP group, and, where applicable, also to prevent abuse or the use of BP's activities for criminal purposes. Additionally, in the case of contracts with Contractors who are natural persons, BP processes the data of Contractors who are natural persons to fulfil legal obligations (accounting and tax).

The personal data referred to in the preceding sentences may be disclosed to entities based outside the European Economic Area (EEA), in particular entities from the BP group – such disclosure, if necessary, is made to entities located in countries recognized by the Commission as compliant with standards for the secure and lawful processing of personal data, based on an adequacy decision (e.g. the United Kingdom) or on the basis of a comprehensive and global compliance mechanism that includes appropriate technical and organizational measures (in particular, Standard Contractual Clauses).

Data subjects have the right to access their data, rectify it, lodge a complaint with a supervisory authority, and, in certain cases, also the right to request its erasure, restriction of processing, data portability, object to its processing, and withdraw consent to its processing.

More information can be found in the annex to the Agreement or the PO (BP information clause).

25.2 The Contractor declares that he has acknowledged and that all persons whose data the Contractor will make available to BP in connection with the execution of this contract or PO have acknowledged or will acknowledge within one month from the date of their disclosure, with the content of the information clause attached to the contract or PO.

25.3 If in connection with the cooperation with BP, to which these GTC apply, the Contractor:

25.3.1 receives personal data from BP as a result of making them available to the Contractor, as a separate controller within the meaning of generally applicable provisions;

25.3.2 processes personal data on behalf of BP, regardless of whether the Contractor received these personal data from BP or collected/obtained/gathered them on behalf of BP;

the Contractor shall comply with all applicable legal provisions, in particular data protection laws, ensure compliance of the processing of such personal data with these generally applicable provisions, including by securing them appropriately to the risks associated with their processing and ensuring their confidentiality, and, if and to the extent necessary pursuant to such legal provisions, proclaims to enter into a separate written agreement with BP regarding the protection of such data.

25.4 During the processing of personal data, the Contractor undertakes to cooperate with BP in the process of personal data processing, including informing BP of any circumstances that have or may have an impact on the performance of obligations related to the processing of personal data.

26. Illegal Restriction of Competition

If the Contractor intentionally or negligently participates in agreements, decisions or concerted actions which have as their object or effect the prevention, restriction or distortion of competition (e.g. price-fixing, market-sharing) or intentionally or negligently breaches other provisions of antitrust / competition law and if this affects (inter alia) the PO, then the Contractor shall pay to BP penalty in an amount equal to 15% of the net amount owed by BP to the Contractor under the PO,. Other rights or claims of BP under contract or statutory law, in particular claims for injunction or removal as well as claims for the compensation of a damage exceeding the amount of the penalty owed pursuant to the above, shall remain unaffected. The Contractor shall also in respect of breaches of antitrust / competition law be responsible for acts of persons commissioned by, or acting for or on behalf of, the Contractor.

27. Ethical Business and Human Rights

Business and Human Rights

27.1 The Contractor confirms that it has carefully reviewed the BP Business and Human Rights policy and Labour Rights and Modern Slavery Principles which are available at www.bp.com/Humanrights. In connection with Contractor's provision of the Goods and/or other services to bp and consistent with the policy, Contractor shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

(a) not employing, engaging or otherwise using forced labour, trafficked labour or exploitative child labour or procuring Goods manufactured or produced using such labour; nor engaging in or condoning abusive or inhumane treatment of workers;

(b) providing workers with written terms and conditions under which they will work in a language understandable to the worker;

(c) not requiring workers to pay charges or fees under any pretext in consideration for employment or applying deductions from the workers' remuneration as collateral for continued service;

(d) not withholding travel or other identity documents or otherwise unreasonably inhibiting the free movement of any workers (directly or indirectly);

(e) providing access to effective grievance mechanisms, providing equal opportunities, avoiding retaliation or discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and

(f) avoiding, mitigating or remedying adverse human rights impacts to workers or communities arising from Contractor's activities to the extent practicable.

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27.2 In connection with Contractor's provision of the Goods and/or services to bp, the Contractor agrees to adhere to the protected legal positions referred to in section 2 paragraph 1 of the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, "LkSG") and the prohibitions listed in section 2 paragraph 2 and 3 of the LkSG and to promote the adherence to these legal positions and prohibitions in its supply chain (the "LkSG Requirements"). Additional information on the protected legal positions and prohibitions is available on bp's website at www.bp.com.

27.3 The Contractor agrees and undertakes that in connection with its obligations under clauses 11.1, 27.1 and 27.2, and in particular the LkSG Requirements, it shall:

(a) maintain a system of internal controls that is sufficient to provide reasonable assurance that violations of these clauses will be prevented, and that any such violations will promptly be detected and resolved;

(b) if any such violation cannot be stopped within the foreseeable future it shall be notified to bp and, upon request of bp, the contractor shall work with bp to develop and implement an action plan for stopping or mitigating the violation within a defined timeframe;

(c) provide such information as may reasonably be requested from time to time by bp to enable bp's risk assessment pursuant to the LkSG and monitor compliance with clauses 11.1, 27.1 and 27.2 and in particular the LkSG Requirements. Such reasonable requests may include, in particular, responding to questions from bp, allowing its employees or members of the works council or other representative body to be interviewed without the Contractor or persons authorised by it being present and the Contractor undertakes that participation in such interviews shall not be associated with any disadvantages for the respondents.

27.4 If bp or the Contractor has factual indications suggesting that clauses 11.1, 27.1 and 27.2 and in particular the LkSG Requirements have been breached at one of the Contractor's suppliers, the Contractor shall arrange appropriate preventive measures, including preparing and implementing an action plan to prevent, stop or minimise such violations by the Contractor's supplier. The Contractor shall also assist bp if bp decides to arrange additional preventive measures, for example by enabling bp to get directly in contact with the Contractor's supplier.

27.5 Subject to prior arrangement, bp shall be authorised to conduct audits itself or have them conducted by authorised agents at the Contractor's business premises during normal business hours and provided this does not interfere with operations. Such audits serve to monitor compliance with bp's expectations with respect to clauses 11.1, 27.1 and 27.2 and in particular the LkSG Requirements. bp or an authorised agent shall furthermore be permitted to interview the Contractor's employees and members of the works council without the Contractor or one of its authorised agents being present.

27.6 In the event that bp identifies a breach or the LkSG Requirements or the imminent occurrence thereof at the Contractor or its supplier, bp shall have the right to temporarily suspend the business relationship with the Contractor and to withhold payments or other performance owed during efforts to mitigate the risks. The foregoing right shall apply to any and all arrangements made and agreements entered into with the Contractor.

Breach of clause 12

27.7 In the event that bp has legitimate reasons to suspect that the Contractor has breached the obligations under this clause 11 and 27, bp shall be entitled to rescind the PO or terminate any contract for the performance of a continuing obligation constituted by the PO with immediate effect or to withhold payments or any other performance owed, without prejudice to other rights. The foregoing right shall extend to the entire business relationship between bp and the Contractor and apply to any and all other arrangements made and agreements entered into with the Contractor.

28. Compliance with International Trade Regulations

28.1 The Contractor and shall ensure that its Sub-Contractors comply, with all applicable export control, trade embargo and other foreign trade control laws, rules and regulations, including but not limited to the European Dual-Use Export Control Regulation (EC) 428/2009, the United States Export Administration Regulations, the United States International Traffic in Arms Regulations and similar laws of the territory applicable to the Contract and relevant PO (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Failure by Contractor and Subcontractors to comply with applicable Trade Restrictions shall give rise to termination of the Contract pursuant to Clause 16. The Contractor shall indemnify and hold harmless [BP] against all Claims relating to any failure by it to comply with Trade Restrictions.

28.2 Except as may be otherwise expressly stated in the Contract or agreed in writing by the Parties, the Contractor shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology goods or services to or for the benefit of BP. Upon reasonable request, BP shall provide the Contractor, at no cost to BP, with reasonable assistance in determining the application of applicable Trade Restrictions and in applying for necessary authorizations and completing required formalities. BP assumes no responsibility or liability for the Contractor's failure to: properly determine applicable Trade Restrictions, obtain necessary authorizations or comply with required formalities.

28.3 The Contractor represents and warrants that it, its Affiliates, and its directors, officers, key employees or agents are not subject to restriction under any national, regional or multilateral trade or financial sanctions under applicable trade control laws and regulations.

28.4 The provisions of this Clause shall survive the expiration or termination of this Contract for any reason

29. Digital security

The Contractor shall implement and maintain appropriate:

29.1 The Contractor shall implement and maintain appropriate:

a) technical and organisational measures; and
b) adequate security programmes and procedures,

to prevent any accidental, unauthorised or unlawful access to, processing, destruction, loss, damage or disclosure of the BP's Confidential Information including, for the avoidance of doubt, Personal Data ("BP Data") and protect the Supplier's IT systems used to provide the Goods in accordance with applicable laws and industry best practice.

29.2. The Supplier shall ensure that the measures outlined in clause 29.1 above include:

a) boundary firewalls and internet gateways to protect its networks and IT systems from the internet and other external networks;
b) secure configuration of networks, IT systems, applications and devices, including encryption of portable devices and removable media;
c) physical and logical access controls that restrict access to only authorised users to the extent required to perform the required Services for BP;
d) malware protection software that is designed to prevent the introduction of malware into Supplier IT systems, networks and devices;
e) patch management practices to identify, assess and apply applicable security patches to the IT systems, applications and devices; and
f) training and awareness for Supplier personnel in information security and the handling of BP Data in accordance with the terms of this Contract.

29.3. The Supplier shall investigate all suspected accidental, unauthorised or unlawful access to, processing, destruction, loss, damage or disclosure of BP Data and/or any cyber-attacks on the Supplier's IT systems ("Security Incident") and promptly notify BP, via dane@bp.com, of any confirmed Security Incident.

29.4. If an incident referred to in clause 29.3 occurs due to the Supplier's act or omission, the Supplier shall, at its own cost, provide all necessary assistance as requested by BP, including with notifications that may be required under applicable law.

29.5. Where applicable, the Supplier shall co-operate with the digital security assessment and any resulting findings raised in the assessment are to be managed and remediated by the Supplier according to the defined/agreed timelines

30. Place of Jurisdiction

Disputes arising from PO shall reside exclusively with the courts which have the local jurisdiction over the seat of a branch of BP in Poland.

31. Partial Invalidity

If individual parts of these GTCP should be invalid, this shall not affect the validity of the other conditions. The invalid condition shall be replaced by a valid condition that comes as close as possible to the intended economic purpose of the original condition.

32. Language of Contract/Applicable Law

Polish law applies, excluding Polish private international law provisions and the UN Convention on Contracts for the International Sale of goods of 11/04/1980. The contract language is English. If the parties use another language, the English version takes precedence.

33. The status of a large entrepreneur

BP (Ordering Party/Buyer) declares that it has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (Journal of Laws 2020.935, i.e.).

34. BP information disclaimers

BP information disclaimer for people who represents BP's Contractors

The data controller of Your personal data is BP Europa SE with its registered seat in Hamburg, which operates on the territory of Poland through a branch: BP Europa SE Oddział w Polsce, ul. Pawia 9, 31-154 Kraków, KRS: 0000345546, hereinafter „BP", which may be contacted via e-mail: dane@bp.com.

BP has received your personal data: name, surname, business position/function, e-mail address, telephone number – from the contractor who has entered into a contract with BP and designated you as a representative or contact person for the performance of the contract (hereinafter "Contractor").

Your personal data is processed for the purposes of BP's legitimate interests on the basis of Article 6(1)(f) of General Data Protection Regulation (hereinafter: GDPR). Our legitimate interests are:

- taking actions before concluding a contract or aiming to conclude a contract with the Contractor (party of agreement) which you represent or who indicated you as a contract person for the performance of the contract. The data will be processed until the end of negotiation process and in the case of conclusion of the contract, until its full implementation;
- fulfilment of the internal reporting obligation within the BP group, including management reporting and implementation of a joint strategy of cooperation with BP's suppliers and contractors - data will be processed until the reports in question are prepared and then possibly for the period of usefulness of these reports for the implementation of the BP strategy;
- if applicable, keeping internal records of benefits given and received, conflicts of interest and ethical violations to the extent necessary to prevent abuse or the use of BP's activities for criminal purposes - the data will be processed until the negotiations are completed, and in the case of conclusion of the contract until its full implementation;
- establishment, exercise or defence of legal claims that may arise or result from the fact of negotiating a contract, and in the case of a contract also resulting from the implementation of this contract - data will be processed until the limitation of claims resulting from generally applicable law.

Your personal data may be forwarded to entities providing services to BP (e.g. the hosting provider, IT service providers) and to entities entitled to access them under the provisions of law (e.g. the police). Your data may also be shared with notaries, law firms, tax offices and others whose services are necessary for conclusion and execution of the contract.

Due to the fact, that BP is a part of international group of companies, data may be disclosed to entities based outside the European Economic Area (EEA), in particular BP International Limited, based in the UK.

Where data is shared within the BP Group or with other recipients located outside the EEA, this is done only:

- to entities located in countries that the Commission has recognised as meeting the standards for secure and lawful processing of personal data, on the basis of so-called adequacy decisions (e.g. UK), or
- on the basis of a comprehensive and global compliance mechanism that includes appropriate technical and organisational measures (in particular Standard Contractual Clauses) to ensure that personal data are protected in accordance with data protection law.

Your data will not be subject to automated decision-making, including profiling.

You have the right to access the content of your data, to rectify it and, in some cases, to request their erasure, restriction of their processing and to object to their processing and to data portability. You may execute your rights by contacting BP via email: dane@bp.com. You also have the right to lodge a complaint if you consider that the processing of your data violates the provisions of the RODO. The complaint must be lodged with the supervisory authority, which is the President of the Office for the Protection of Personal Data.

BP information disclaimer for BP's contractors

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Your personal data is processed for the following purposes:

- taking actions before concluding a contract or aiming to conclude a contract with you, on the basis of Article 6(1)(c) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter: GDPR) – data will be processed until the end of negotiation process and in the case of conclusion of the contract, until its full implementation;
- fulfilment of BP's obligations, resulting from generally applicable law, including but not limited to tax laws, accounting laws, on the basis of Article 6(1)(c) of GDPR along with provisions of Polish Accounting Act – data shall be processed for this purpose for the time stated in applicable law provisions, including Article 74 of Accounting Act (5 years after the end of calendar year, in which the agreement/contract was terminated);
- fulfilment of the internal reporting obligation within the BP group, including management reporting and implementation of a joint strategy of cooperation with BP's suppliers and contractors, on the basis of Article 6(1)(f) of GDPR – data will be processed until the reports in question are prepared and then possibly for the period of usefulness of these reports for the implementation of the BP strategy;
- if applicable, keeping internal records of benefits given and received, conflicts of interest and ethical violations to the extent necessary to prevent abuse or the use of BP's activities for criminal purposes, on the basis of Article 6(1)(f) of GDPR – data will be processed until the negotiations are completed, and in the case of conclusion of the contract until its full implementation;
- establishment, exercise or defence of legal claims that may arise or result from the fact of negotiating a contract, and in the case of a contract also resulting from the implementation of this contract, on the basis of Article 6(1)(f) of GDPR – data will be processed until the limitation of claims resulting from generally applicable law.

Providing personal data is partly a contractual requirement, and partly (in the case of tax and billing obligations) a statutory requirement.

Your personal data may be forwarded to entities providing services to BP (e.g. the hosting provider, IT service providers) and to entities entitled to access them under the provisions of law (e.g. the police). Your data may also be shared with notaries, law firms, tax offices and others whose services are necessary for conclusion and execution of the contract.

Due to the fact, that BP is a part of international group of companies, data may be disclosed to entities based outside the European Economic Area (EEA), in particular BP International Limited, based in the UK.

Where data is shared within the BP Group or with other recipients located outside the EEA, this is done only:

- to entities located in countries that the Commission has recognised as meeting the standards for secure and lawful processing of personal data, on the basis of so-called adequacy decisions (e.g. UK), or
- on the basis of a comprehensive and global compliance mechanism that includes appropriate technical and organisational measures (in particular Standard Contractual Clauses) to ensure that personal data are protected in accordance with data protection law.

Your data will not be subject to automated decision-making, including profiling.

You have the right to access the content of your data, to rectify it and, in some cases, to request their erasure, restriction of their processing and to object to their processing and to data portability. You may execute your rights by contacting BP via email: dane@bp.com. You also have the right to lodge a complaint if you consider that the processing of your data violates the provisions of the RODO. The complaint must be lodged with the supervisory authority, which is the President of the Office for the Protection of Personal Data.