

TENDER PARTICIPANT STATEMENT WITH REFERENCE TO SANCTIONS IMPOSED WITH REFERENCE TO THE INVASION OF RUSSIAN FEDERATION ON UKRAINE AND WITH REFERENCE TO OTHER CONFLICTS

1. REPRESENTATIONS OF THE TENDER PARTICIPANT (THE BUYER)

1.1. The Buyer declares that, to the best of its knowledge, as at the date of the bid submission, it and its subsidiaries, parent companies and members of its bodies and persons acting on its behalf:

1.1.1. are in compliance with the sanctions regulations introduced by the Republic of Poland, the United Nations and the European Union, (the "Sanctions Regulations");

1.1.2. are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures imposed under the Sanctions Regulations and are not legal or natural persons with whom the Sanctions Regulations prohibit transactions (hereinafter: the "Sanctioned Entity");

1.1.3. are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria described in sec. 11.1.2 above;

1.1.4. do not reside or have their registered office or principal place of business in a state being subject of Sanctions Regulations or are not incorporated under the laws of a state being subject to Sanctions Regulations;

1.1.5. are not involved in any proceedings or investigations against them in relation to a breach of any Sanctions Regulations.

1.2. TENDER PARTICIPANT (THE BUYER) UNDERTAKES:

1.2.1. it and its subsidiaries and the members of its bodies and persons acting on its behalf and for its benefit conduct themselves in accordance with the Sanction Regulations;

1.2.2. the items purchased under the agreement will not be directly or indirectly available to the Sanctioned Entity or used for the benefit of the Sanctioned Entity or used by the Buyer to the extent that such action is not permitted under the Sanctions Regulations;

1.2.3. in the event that any statement made in sec. 11.1 becomes untrue, it shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such event, inform the Seller of each such event and of the steps taken to restore the truth of such statements;

1.2.4. shall indemnify the Seller for any damage caused by any acts or omissions of the Buyer, its subsidiaries, parent companies and members of its bodies and persons acting on its behalf and for its benefit in connection with the non-performance or improper performance of the obligations referred to in this sec. 11.2.

TENDER PARTICIPANT DETAILS:

PERSON/S ENTITLED TO SIGN STATEMENT ON
BEHALF OF TENDER PARTICIPANT WITH THE
POSITION:

DATE OF SIGNATURE:

SIGNATURE:
