

**GENERAL CONDITIONS OF PURCHASE
REMONTOWA ELECTRICAL SOLUTIONS SP. Z O. O. WITH
SEAT IN GDAŃSK, POLAND – revised 07/2022**

GENERAL PROVISIONS

1. The present General Conditions of Purchase (the „Terms”) apply to contracts concluded by the company REMONTOWA ELECTRICAL SOLUTIONS Sp. z o.o., and the Contractor, on the basis of which the Contractor is obliged to perform a work, construction works, to deliver goods, sell products, execute an order, provide services or ensure other, similar provisions.
 2. The Terms are an integral part of the Contract. If the Terms are not attached to the Contract or order, and are referred to in the Contract, then the Contractor is bound by the Terms as according to their content as published and valid on the day of conclusion of the Contract or any order submission via the Ordering Party website.
 3. The commencement of cooperation, in particular the submission of any offer, the acceptance or execution of an order, the conclusion of a contract or the performance of any other similar activity indicates acceptance of the Terms by the Contractor. If the Contractor received information about the Terms with one order or contract, it is assumed that they have acquainted themselves with them, and that they accept them with respect to all subsequent contracts or orders.
 4. The present Terms supersede any general terms or conditions of the Contractor. The Ordering Party is bound by the general terms of the Contractor to the extent, in which they are in line with these Terms, or if the Ordering Party consents to them in writing, under pain of nullity.
 5. Documents constituting any contract (contractual relationship between the parties) are its integral parts, and must be treated as mutually explaining or amending, however, in case of conflicts, ambiguities or other lack of clarity, the correct interpretation of the documents is performed according to the following hierarchy:
 - 1) The Contract document or the order and technical details incl. technical descriptions,
 - 2) Detailed conditions of the Contract,
 - 3) The present General Terms of Purchase,
 - 4) Other attachments to the Contract,
 - 5) Any other documents being a part of the contract or related to it.
- § 1
DEFINITIONS**
1. Within the Contract Documents, the following words and phrases will have the following meanings:
 - 1) **Ordering Party** – denotes the company REMONTOWA ELECTRICAL SOLUTIONS Sp. z o.o. with seat in Gdańsk, address Na Ostrowiu 1, 80-958 Gdańsk, Poland, registered in the Business Register of the Polish National Court Register kept by the district court of Gdańsk-Północ in Gdańsk, 7th commercial department of the National Court Register under no. KRS 0000178680, NIP (tax id.) no.: 5832836668, REGON (stat.) no.: 19297379400000, with a company capital of PLN 10,621,600.00, paid up in full,
 - 2) **Contractor** – a natural person, a legal person or an entity without legal personality provided by legal capacity by law, performing Works for the benefit of the Ordering Party,
 - 3) **Parties** – denotes the Ordering Party and the Contractor,
 - 4) **Subcontractor** – any person other than the Contractor – authorised to perform the Works by way of a subcontract relationship with the Contractor, also including further-level Subcontractors, as long as they were submitted to and accepted in advance by the Ordering Party in line with the terms of the Contract,
 - 5) **Customer** – any natural person, legal person or organisational unit, with whom the Ordering Party would conclude a contract, on the basis of which the Ordering Party is bound to execute works, deliveries or services, and for the proper performance of which Works must be carried out by the Contractor,
 - 6) **Employee** – any person appointed by the Contractor or a Subcontractor to perform the Works, irrespective of the legal grounds for employment, be it by way of an employment contract, civil-law contract, appointment, authorisation or any other basis,
 - 7) **Works** – any non-financial deliverables by the Contractor for the benefit of the Ordering Party, which are necessary for the good and timely execution of the object of the Contract y the Contractor; this description applies both with respect to Contractor deliverables entailing the execution of a work, construction works, the delivery of a product, the sale of a product, the execution of an order, the provision of services as well as the assurance of other similar deliverables,
 - 8) **Flaw** – in particular, any flaw, legal or physical flaw of the Works, incompatibility with the Contract, bad quality, failure to achieve discussed properties or parameters, or incompleteness of the Works,
 - 9) **Significant Flaw** – a Flaw that prevents or significantly hinders usage of the Works in line with their foreseen purpose, of which significantly reduces the value of the Works,
 - 10) **Remuneration** – the amount set forth in the Contract, due and payable to the Contractor for the proper performance of the Works or Additional Works, covering all costs of performance of the Works and all expenditures borne by the Contractor in this regard, including in particular labour costs, costs of transport, materials, equipment, devices, accommodation and board of the Employees, insurance, fees, taxes, customs duties as prescribed by law, increased by the VAT according to the rates in force on the day of issue of the invoice,
 - 11) **Contract** – all documents making up the legal relationship between the Ordering Party and the Contractor, including in particular:
 - a. The Contract document or the order and technical details incl. technical descriptions,
 - b. Detailed conditions of the Contract,
 - c. The present General Terms of Purchase,
 - d. Other attachments to the Contract,
 - e. Any other documents being a part of the contract or related to it.
 - 12) **Document** – any data carrier related to the object of the Contract, which by way of the Contract the Contractor is obliged to transfer to the Ordering Party in relation to execution of the Works, including technical and operational documentation, certificates, trial run protocols, operation manuals, warranties, studies, etc.,
 - 13) **Works Site** – describes the place or places that were made available to the Contractor in relation to performance of the Works,
 - 14) **Acceptance Protocol** – describes the partial or final acceptance protocol of the Works, duly signed by the Ordering Party and the Contractor, describing the execution by the Parties of acceptance activities covering a part or all of the Works,
 - 15) **Additional Works** – means Works not foreseen in the Contract, explicitly contracted to the Contractor by the Ordering Party in writing, under pain of nullity; Additional Works are not works that are not explicitly indicated the Contract but are necessary and obligatory for the correct performance of the Works set out in the Contract pursuant to

technical documentation, valid provisions of the law, relevant norms, rules of technical knowledge or relevant quality requirements,

- 16) **Work** – a work pursuant to art. 1 section 1 of the Polish act of February 4th, 1994 - on copyright law and related rights,
- 17) **Working Day** – any day from Monday to Friday, with the exclusion of statutory off days in Poland,
- 18) **Incoterms** – denote the trade conditions published as Incoterms 2020 by the International Chamber of Commerce of Paris, and all subsequent versions valid on the day of signing of the Contract between the Parties,
- 19) **Force Majeure** – any event external to both Parties, not subject to their will, unforeseeable or unavoidable, which could not be prevented even keeping to due diligence, significantly hindering or preventing the correct execution of the Contract. Force Majeure does not include in particular:
 - a. events occurring by fault of a Party or any third party, for which a Party is responsible, or by an affiliated, dependent or dominant entity towards the Parties,
 - b. lack of financial resources,
 - c. strikes, with the exclusion of national strikes.

§ 2

CONCLUSION OF THE CONTRACT

1. The Contractor is obliged to notify the Ordering Party in writing before the conclusion of the Contract, if the Works that are the object of the Contract are not fit without limitation for the purpose indicated in the notification of the Contractor or the objective described in the Contract or if proceedings concerning the Works need to adhere to particular safety instructions, or if the Works are related to a higher risk for health, safety or the environment or risk of uncommon damage, of which the Contractor is or should be aware. The same applies to cases, in which it is not possible to effectively perform statements concerning the Works in any way, the submitted advertisements, brochures, offers, price lists or other public announcements made both in Poland and abroad, of which the Contractor is or should be aware.
2. A Contract between the parties is made in the following ways:
 1. with the Ordering Party making an order and the Contractor accepting or confirming it, or by any activity by the Contractor with respect to the Ordering Party immediately after the order is received, indicating implied approval of the order submitted by the Ordering Party (e. g. the Contractor issuing a prepayment invoice and delivering it to the Ordering Party) or
 2. by express acceptance of an offer made by the Ordering Party; whereby silence of the Ordering Party or a lack of immediate response may not be deemed as acceptance of the offer – art. 68(2) of the Polish Civil Code does not apply. Submitted offers that are not accepted by the Ordering Party cannot be grounds for any claims against the Ordering Party or
 3. by signing of a Contract document by the Parties.
3. Offers made by the Contractor are drawn up for free. If the content of the offer for the Contractor would diverge from the inquiry or order submitted by the Ordering Party, the Contractor must clearly indicate this circumstance or these differences.
4. All orders, including those made by employees of the Ordering Party, will be valid exclusively if they are made by person(s) authorised to act in name of the Ordering Party.
5. Contracts or oral orders require written or documented confirmation for effect – in such a case, a contract is void if the Ordering Party would notify the Contractor in writing or in a documented form within seven days from such a confirmation that the content of the contract confirmation does not correspond to prior agreements between the Parties.

6. The submission of an order and the acceptance of an offer may be effected by the Ordering Party by way of a mode of communication selected by the Ordering Party, meaning – in writing, by way of personal message or posting by traditional post, as well as by electronic form with a qualified signature, in document form by e-mail to the addresses indicated by the Contractor, and in case of lack of indication, to addresses found in public registers or on the website of the Contractor, their business cards, company paper or in catalogues or other documents of the Contractor. The Ordering Party may indicate in the order that the conclusion of the contract is only effective with the Parties signing the contract document.

7. The Contractor is obliged to confirm acceptance of an order for execution or to decline its acceptance immediately after they receive it, however, not later than within three business days from the moment of their receipt, unless the Ordering Party would clearly state in the order any different period of acceptance of an order by the Contractor. The Contractor is obliged to accept an order or decline it by way of the same mode of communication, by which the Ordering Party submitted their order, unless the Ordering Party would clearly indicate a different form of order acceptance or contract conclusion.

8. Should the Contractor fail to confirm an order or fail to decline it within the period stated in the order or section 7 above, this means that the Contractor accepted the order for execution. Notwithstanding other rights of the Ordering Party, the Ordering Party has the right to cancel the order if the Contractor does not confirm its acceptance.

9. The Contract describes all conditions of execution of the Works, even if its content would diverge from statements made by the Contractor in any other way. Drawings and illustrations as well as technical documentation and specifications attached to the Contract and details concerning volumes, amounts and weights are binding.

10. Any limitations of statutory laws of the Ordering Party or rights assigned in the present Terms, including any limitation or exclusion of statutory legal aids, guarantees and assurances by the Contractor concerning the Works and the type and scope of tests to be conducted require clear and written confirmation by the Ordering Party, under pain of nullity.

11. The Ordering Party is entitled to change requirements concerning the Works or to cancel a part of the Works at any time, with return of documented and justified costs borne by the Contractor for this purpose.

12. Changes to a concluded Contract may be made by way of an annex or an order changing the original order of the Ordering Party and its acceptance by the Contractor; sections 1 – 11 of the present paragraph apply accordingly.

§ 3

FUNDAMENTAL OBLIGATIONS OF THE CONTRACTOR

The fundamental obligations of the Contractor include in particular:

- 1) Execution of the Works on time and in line with the Contract, the project documentation, technological requirements of the Ordering Party, valid provisions of the law, norms, rules of technical knowledge, according to highest quality standards and indications or instructions of the Ordering Party,
- 2) Execution of the Works in person and by effort of the own company. Contracting the execution of even a part of the Works to a Subcontractor requires the Contractor to acquire prior consent of the Ordering Party expressed in writing under pain of nullity,
- 3) Along with the execution of the Works, assurance of a suitable number of appropriately qualified the Employees and proper oversight of the Works, guaranteeing due and timely execution thereof,
- 4) Assurance as necessary that the Works and the equipment, machinery and tools used for them are in proper technical

- conditions and have current permits and licences allowing them to be used in Poland, including approvals, certificates, permits, if accordingly required by law, by procedures in force at the Ordering Party or Customer guaranteeing due and safe use of these and execution of the Works,
- 5) Assurance that all products and materials used or delivered within the scope of the Works will be new, in a suitable technical condition, and holding current documents allowing the usage of the products or materials in Poland, including approvals, certificates, permits. The production materials purchased and used by the Contractor must be of suitably high quality, meaning, acceptable by the Ordering Party, and must hold all the required certificates, documents, and conform to all other norms, according to the requirements and provisions of institutions supervising the execution of the Works, of the Ordering Party and of the Customer,
 - 6) the Contractor is responsible for the Works conforming to all requirements of the EU market (or any other market, for which the services are meant acc. to Customer data, which will be provided to the Contractor) that could condition the use of or trade in the Works.
 - 7) If the Works are to be made on the premises of the Ordering Party, of the Customer or any other entity – the Contractor is obliged to the following:
 - a. before commencement of the Works - present to the Ordering Party for approval a list of Employees with relevant skills and permits, as a group guaranteeing suitable, high-quality and timely execution of the Works, and during the Works, assurance of easy identification of the employed persons,
 - b. take over the Works Site and immediately secure it in a manner guaranteeing suitable and timely execution of the Works,
 - c. ensure protection of the assets of the Ordering Party and of the Contractor at the Works Site from effects independent of the parties, especially from fire or theft,
 - 8) To bear responsibility for actions or omissions of Subcontractors like for own actions or omissions. The Contractor bears tort liability also for any shortcomings in selection, even if they would subcontract a part or the entirety of the Works, if the Subcontractor would within the scope of their business execute activities that would be the object of the subcontracted Works,
 - 9) Acquisition of all permits for the employment and stay in Poland of the Employees that the Contractor would use when executing the Works, if legal provisions would foresee the obligation to require such permits,
 - 10) Assurance of suitable tools and PPE for Employees in line with relevant provisions or instructions of the Ordering Party or the Works Site to that effect,
 - 11) Adherence and assurance of adherence by the Employees or Subcontractors to provisions in force at the Ordering Party, the Customer or the Works Site, in particular in terms of OHS, environmental protection and fire safety, constituting an attachment to the Contract, and training of the Employees and Subcontractors with respect to these provisions described in this item,
 - 12) Adherence and assurance of adherence by the Employees or Subcontractors to the code of conduct and anti-corruption code and other provisions in force at the Ordering Party, and training of the Employees and Subcontractors in terms of the provisions described in this item,
 - 13) Assurance that Employees held up-to-date medical certificates permitting the execution of the Works and OHS training certificates in line with current provisions, and delivery to the OHS service of the Ordering Party of current documents confirming the holding by all Employees of the above-indicated medical certificates and OHS training,
 - 14) The signing of the Contract by the Contractor is a confirmation of receipt by the Contractor of all acts, instructions and procedures in force on the premises of the Ordering Party, necessary for the correct execution of the Contract. In case of the Contractor losing any document necessary for the correct execution of the Contract or not holding it, they are obliged to ask the Ordering Party for a copy in writing, within one day of acquiring knowledge of this fact,
 - 15) The Contractor states that they have acquainted themselves with the content of all documents constituting the content of the Contract and that they oblige themselves to adhere to these,
 - 16) From the moment of transfer of materials, as well as from the moment of provision of assets of the Ordering Party, the Contractor will take all steps to secure, store and warehouse them properly,
 - 17) The Contractor bears full financial responsibility for damage, loss or destruction of transferred materials and assets of the Ordering Party until the completion of the Works, which is documented by a signed transfer and acceptance protocol.
 - 18) The Ordering Party shall charge the Contractor for additional materials and energy used to remove faults, for which the Contractor is responsible,
 - 19) In case of usage of Subcontractors, submission at least once per month to the Ordering Party of statements by all Subcontractors that all required claims related to the execution of the object of the subcontract are satisfied by the Contractor in full. In case of lack of such a statement, the Ordering Party will be entitled to withhold suitable partial payments to the Contractor, until the resolution of doubts related to Subcontractor claims,
 - 20) Notification of the Ordering Party about planned partial acceptance and final acceptance procedures at least two working days in advance,
 - 21) Removal of faults reported by the Ordering Party with respect to the Works, within deadlines set forth in the Contract, and in case of lack thereof, within deadlines described by the Ordering Party,
 - 22) Immediate notification of the Ordering Party about the emergence of any circumstances that at least indirectly would constitute hindrances in the due or timely execution of the Works, as well as about the necessity of execution of Additional Works,
 - 23) Completion of the Works in a condition ensuring their timely final acceptance by the Ordering Party and the Customer,
 - 24) Maintenance of cleanliness and order in the area, where the Contractor executes the Works; the Contractor is in particular obliged to clean up the Works Site within two days of final acceptance of the Works,
 - 25) Agreement with the Ordering Party on rules of handling of waste created during execution of the Works, whereby as a rule – responsibility of disposal of created waste is borne by the party generating them, meaning - the Contractor,
 - 26) Collection of waste in specific, marked containers according to their purpose,
 - 27) Disposal of own waste, including hazardous waste and waste specific to the executed works, e. g. used paint containers and empty chemical containers, working clothes, PPE, cleaning supplies and used brushes,
 - 28) Immediate transfer of the Works Site to the Ordering Party in a clean condition after final acceptance of the Works by the Parties,
 - 29) Making sure that Employees and Subcontractors authorised to execute the Works are not under the influence of alcohol, drugs or any other intoxicants or psychoactive substances,
 - 30) The Contractor is obliged to report their employee count daily, and once a week, to report on work progress,
 - 31) The Contractor is obliged not to employ on any actual or legal grounds any Employees of the Ordering Party for the

- performance of the Works, of Additional Works or for the purpose of any other obligations of the Contract,
- 32) The Contractor states that until the day of conclusion of the Contract, they have acquainted themselves with the entire documentation concerning the Works, including in particular project documentation and technological requirements concerning the due and timely execution of the Works, and that they have no reservations,
 - 33) Should the Contractor not be provided with proper conditions of execution of the Contract, they should immediately (not later than within two business days) notify the Ordering Party or persons indicated by them of this fact, under pain of loss of all claims for this purpose.
 - 34) Should the Contractor violate any provision of the Contract, this constitutes for the Ordering Party grounds for any statement of withdrawal from the Contract (or of dissolution with immediate effect) for reasons of the Contractor. The said statement, under pain of nullity, must take written form and contain a detailed justification. The statement may be made within ninety calendar days from the date of conclusion on circumstances substantiating such actions by the Ordering Party. Withdrawal from the Contract or its dissolution takes place, as selected by the Ordering Party, concerns the entire Contract or a part thereof.
 - 35) The Contractor may appeal to delayed clarifications and explanations by REMONTOWA ELECTRICAL SOLUTIONS Sp. z o. to technical questions exclusively if the questions on the said matter were submitted with sufficient lead times, in a documented forms, and only if the lack of such clarifications would actually influence the execution of the Works. Without prejudice to any other claims that may be due to the Ordering Party with respect to the Contractor, any delays in the Works must be notified to the Ordering Party in written form or documented immediately after the conclusion or any delays or if any risk of such emergence is found, describing the probable delay period. The above notifications does not limit or influence the option of raising claims by the Ordering Party.

§ 4

DETAILED ADDITIONAL CONDITIONS CONCERNING DELIVERIES

1. The Contractor shall immediately, however, not later than within seven days before delivery, notify the Ordering Party about the Works being shipped, and shall transfer a detailed scope of delivery to the Ordering Party.
2. The Contractor must execute all duties imposed on them by way of the Contract and the present General Purchase Conditions. The transport conditions are DAP per Incoterms 2020 to any location indicated in the order or Contract, unless the Contract would expressly foresee different delivery conditions.
3. Every delivery must be accompanied by a set of delivery documents. The documents should include the order number, order date, and details on the goods being shipped, volumes, packaging details, weights and places of acceptance, if indicated in the order. The Contractor shall provide along with the delivery: warranty cards, technical documentation related to the goods, such as: usage manuals, maintenance manuals, training instructions, drawings, technical data sheets, product safety data sheets, plant production control certificates, conformity certificates and other required approvals. The lack of these documents is treated as incompleteness and a Flaw of the Works.
4. Irrespective of other information obligations of the Contractor, they have to notify the Ordering Party suitably in advance about planned deliveries and progress in the execution of the Works, and they are obliged to check the Works directly before their transfer to the Ordering Party, with respect to conformity with the Contract, completeness, volume and Flaws, as well as safety of the packaging. The Contractor must record the results of such an

inspection and transfer them to the Ordering Party at the request of the Ordering Party.

5. On the day of shipment of the Works, a notification of shipment must be sent to the Ordering Party in three copies; this document must contain information from the delivery confirmation, separately for each order/ Contract.
6. The Contractor is responsible for proper packing of the Works for transport, for loading them in a safe manner and for transport by suitable means, for unloading and release to the Ordering Party at the point of delivery. Costs and damages from unsuitable packaging are borne by the Contractor. Without prejudice to their exclusive responsibility for the transport, the Contractor is additionally obliged to adhere to any and all possible requirements concerning shipment as set forth in the Contract. Without prejudice to the obligations above, in case of sending Works requiring special equipment for unloading, the Contractor must notify the Ordering Party of this fact at least seven days in advance. At the request of the Ordering Party, the Contractor is obliged to provide unloading instructions.
7. Quantity acceptance of the Works is performed at the latest on the day of delivery, and for deliveries after 14.00, quantity acceptance may be performed by the Ordering Party on the next Working Day following the day of delivery. Any quantity acceptance does not reduce the right of the Ordering Party to file claims or reservations concerning the Works at a later time, both in terms of quantities as well as quality of the Works. Quantity acceptance as described in sections 7 and 8 of the present paragraph is not Acceptance of the Works as described in § 8 of the Terms.
8. The Ordering Party has the right to decline acceptance of delivered Works and the performance of quantity acceptance in case of a force majeure event or any other circumstances independent of the Ordering Party (incl. strike actions) that would prevent or hinder takeover or acceptance of the delivered goods.
9. The Contractor is obliged to closely adhere to agreed delivery deadlines.
10. The Ordering Party is entitled to delay deliveries of the Works, in part or in whole. In such a case, the Contractor will store the Works at warehouses of the Contractor or third parties until receipt of consent to commence deliveries. The usage of this right will not cause any costs for the Ordering Party for the first 30 days; after this period, the Parties will determine costs of storage at warehouses of the Contractor or third parties.
11. Without prejudice to any other rights of the Ordering Party:
 1. Should the Works fall short of specifications, the Ordering Party may, according to their own choice, return the Works to the Contractor at the cost and risk of the Contractor or notify the Contractor that the Works were rejected and that they are stored at the risk and cost of the Contractor.
 2. In case of delays of the Contractor exceeding seven days, the Ordering Party is entitled to contract the performance of a delivery not executed until that point to a third party at the cost of the Contractor without setting a further deadline or acquiring a prior consent of courts of law.
12. Should the Contract foresee return to the Contractor of packaging or security materials for the Works, all delivery documents must indicate this clearly and appropriately. The Contractor is responsible for takeover of such packaging or safety equipment at their own cost and by own effort.

§ 5

OBLIGATIONS OF THE ORDERING PARTY

The fundamental obligations of the Ordering Party are:

- 1) To allow the Contractor to acquaint themselves with internal norms, procedures and instructions, including rules and provisions in the areas of OHS, fire safety, environment protection, corruption prevention and ethics in force during execution of the Works at the premises of the Ordering Party or the Works Site,

- 2) Enabling the Contractor to access the Works Site and dispose of the same within the scope necessary for the proper execution of the Works,
- 3) Receive the Works on condition of their timely and due execution by the Contractor,
- 4) Payment to the Contractor of Remuneration on condition of timely and due execution of the Works by the Contractor.

§ 6

CONTRACT DEADLINES AND CONDITIONS

1. In case of lack of any other stipulations in writing, all actions requiring cooperation of the Parties within the scope of the Contract, in particular those like transfer and release of Documents, acceptance works, working meetings, clarifications and signing of protocols as well as provision and release of other necessary materials on the basis of the Contract shall take place at the Works Site, at the seat of the Ordering Party or at any other location indicated by the Ordering Party.
2. The Contractor is obliged to cooperate with the Ordering Party as needed during execution of the Works and to adhere to guidelines of the Ordering Party during execution of the Works.
3. The Ordering Party and the Customer are entitled to execute permanent oversight over the execution of the Works, in particular in terms of correctness and timeliness of their execution, and to demand written and detailed information from the Contractor concerning their course and progress. The Contractor is obliged to provide the Ordering Party with information described in the preceding sentence immediately, however, not later than within two days from the day of submission of such a request by the Ordering Party.
4. The Ordering Party is entitled to submit to the Contractor remarks concerning the execution of the Works, should they fail to meet any of the requirements of the following:
 - 1) the Contract,
 - 2) rules of current technical knowledge,
 - 3) guidelines of the Ordering Party in line with the Contract,
 - 4) relevant provisions of the law and industry standards,or if the mode of execution of the Works by the Contractor could result in delays in their execution as against the deadlines set forth in the Contract.
5. Should the Ordering Party submit remarks described in section 6 of the present paragraph, the Contractor is obliged to undertake all actual and legal activities necessary to take the Works to the condition conforming to the Contract and in line with remarks of the Ordering Party, within three days from the date of submission of the remarks of the Ordering Party.
6. If the Ordering Party would exercise their oversight rights set forth in the Contract, including in particular in the Terms, this does not influence the scope of responsibility of the Contractor for due and timely execution of the Works.
7. The Contractor is obliged to actively participate in all meetings organised by the Ordering Party in order to ensure due, proper and timely execution of the Works. Irrespective of meetings organised by the Ordering Party, the Contractor is obliged to immediately inform the Ordering Party in writing about the need to organise any meeting, should it be necessary to ensure due, proper and timely execution of the Works. Should the Ordering Party conclude that a meeting is justified, the Ordering Party will describe the agenda, time and place of the meeting, notifying the Contractor about this in writing.

§ 7

ADDITIONAL WORKS

1. Reserving provisions included in the present paragraph, the remaining provisions of the Terms apply to Additional Works as appropriate.
2. The Contractor is obliged to immediately provide at the request of the Ordering Party any necessary information concerning

Additional Works, including in particular the necessity to perform any Additional Works.

3. Should the Ordering Party believe that the execution of Additional Works is necessary, the Contractor is obliged to perform the Additional Works after receiving an order from the Ordering Party to perform the Additional Works, drawn up in writing or as a document under pain of nullity, and in line with the content of the order. The order described in the preceding sentence describes in particular the type and scope of the Additional Works, the time of commencement and conclusion of the Additional Works and lump sum remuneration for the performance of the Additional Works. The Contractor shall commence execution of the Additional Works should they receive the order described in the preceding sentence, at the time described in the order. In order to confirm the obligation of the Contractor to perform the Additional Works, the Parties shall conclude an Annex to the Contract to state in particular the type, scope, remuneration and tie of execution of the Additional Works. The conclusion of an Annex shall take place until the day marked in the Ordering Party order as the day of commencement of execution of the Additional Works.

§ 8

ACCEPTANCE OF THE WORKS

1. Should the Contract foresee partial acceptance of the Works, the Parties shall execute partial acceptance procedures for a part of the Works after their execution by the Contractor. Provisions of the present paragraph do not limit Ordering Party rights pursuant to other provisions of the Terms, of the Contract or provisions of laws in force.
2. After execution of all the Works covered by the Contract, the Parties shall perform final acceptance of the Works.
3. The date and time of final or partial acceptance of the Works is described by the Ordering Party after the Contractor notifies readiness to accept the Works. The final or partial acceptance date and time concerning the Works shall be described by the Ordering Party to be at the latest three days after the date of Contractor notification of the readiness to accept the Works.
4. Partial or final acceptance of the Works takes place pursuant to an Acceptance Protocol signed by the Parties.
5. Final and partial acceptance of the Works is performed by the Ordering Party or an acceptance committee that may be made up of representatives of other entities as well, including in particular representatives of the Customer. Acceptance proceedings are performed with participation of the Contractor or a representative of the Contractor. The Contractor's or their representative's failure to participate in partial or final acceptance proceedings concerning the Works do not hinder the acceptance proceedings – in such a case the Ordering Party is entitled to perform a unilateral final or partial acceptance protocol concerning the Works, which will be confirmed by a relevant unilateral final or partial acceptance protocol of the Works, drawn up in writing. A unilateral final or partial acceptance protocol of the works as drawn up in line with the present section has the same effects that the Contract would foresee in case the Parties would sign a bilateral Acceptance Protocol.
6. During final or partial acceptance proceedings of the Parties concerning the Works, the Contractor is obliged to transfer to the Ordering Party a set of Documents indicated in the Contract concerning the performed Works. The Contractor's failure or undue execution of the duty to transfer Documents described in the preceding sentence constitutes grounds for the Ordering Party to decline final or partial acceptance of the Works.
7. The basis for the issue of a VAT invoice by the Contractor is the Acceptance Protocol, drawn up in line with the present paragraph, describing the result of acceptance proceedings as positive.
8. The performance of a final or partial acceptance of the Works does not influence the content or scope of rights or claims of the

Ordering Party that they would have against the Contractor on the basis of common legal provisions or of the Contract, including in particular rights on the basis of a quality or statutory guarantee or damage compensation rights on the basis of undue execution of the Contract. The approval of drawings and technical documents delivered by the Contractor does not constitute a quality acceptance, and does not absolve the Contractor from liability for correct execution of the Works and the correctness of utilised technical or process technological solutions.

9. Should the Ordering Party during final or partial acceptance proceedings find that the Works were not completed, were not performed appropriately, including in particular that they contain Flaws or Significant Flaws, or other violations, then the Acceptance Protocol shall describe a negative result of Works acceptance, the scope of Works not performed or not performed properly, and the Flaws, Significant Flaws or other violations. The Contractor will have the duty to remove them within five days, unless the Parties would determine a different time of removal of the faults in the Acceptance Protocol.
10. The Contractor is obliged to remove the faults found in the Acceptance Protocol at their own expense and risk, within the time frame set forth in section 9 of the present paragraph, and then to immediately submit them again in line with the Contract.
11. Notwithstanding other rights of the Ordering Party on the basis of laws in force, the Terms or the Contract, should the Works be burdened by Flaws that cannot be removed, then:
- if these are not Significant Flaws, the Ordering Party may, at their exclusive choice, reduce remuneration according to the ratio corresponding to the value of the object of the contract with the fault to the value that the object of the contract would have if the fault did not occur, or demand renewed execution of the Works,
 - if these would be Significant Flaws, the Ordering Party may, retaining their right to damage compensation, decline acceptance and, at their own choice, demand renewed execution of the Works or withdraw from the Contract for issues of the Contractor, retaining their right to charge contractual penalties within 90 days from acquiring knowledge about the Significant Flaw.

§ 9 REMUNERATION

- Remuneration for due and proper execution of the Works is set forth in the Contract Document and may be a lump sum or a cost estimate-based fee, and is set in line with the Contract, including in particular the Cost Estimate, which constitutes an attachment to the Contract,
- Lump sum Remuneration is total remuneration due and payable to the Contractor for the correct execution of the Works and the removal of Flaws in the executed Works. The Remuneration covers all costs of the Contractor related to the execution of the Works, including in particular costs of services not directly included in the Contract, the execution of which is necessary for the proper execution of the Works, covering, among others: costs of transport, costs related to employment of Employees, costs of preparatory works, costs of clean-up, security and safety, works site organisation and maintenance, costs of execution of necessary trials, tests, agreements, oversight, analyses, checks and opinions; all civil legal fees, payables, margins, taxes, customs duties; costs of deliveries, installation and start-up of the Equipment, as well as costs and fees related to acceptance of the Works, costs of execution of as-is documentation, insurance or training of the Employees and suspension of execution of the Works as forced by organisational issues in force at the Ordering Party or Customer facility, irrespective of the cause.
- The amount of cost estimate-based Remuneration is determined on the basis of the actual and duly executed scope of the Works covered by the Contract on the basis of unit prices or man hour prices set forth in the Cost Estimate, and as-is measurement works performed by the Parties on site, which are attached to the Acceptance Protocol. Should the basis for determination of the amount of Cost Estimate-based Remuneration be the number of man-hours in the Cost Estimate attached to the Contract, the Parties shall set forth the maximum number of man-hours that may be used by the Contractor to execute all the various types of the Works. The Contractor may exceed the maximum number of man-hours described in the preceding sentence only on condition of prior consent of the Ordering Party given in written form under pain of nullity. Should the Contractor exceed the maximum number of man-hours when performing any part of the Works without prior consent of the Ordering Party as described in the preceding sentence, the Contractor is not entitled to demand payment of additional remuneration from the Ordering Party or reimbursement of any other costs related to execution of the Works exceeding the maximum number of man-hours. The basis for determination of the number of man-hours actually used by the Contractor for the execution of the given Works is the report drawn up by the Contractor as accepted by the Ordering Party in written form, under pain of nullity.
- Remuneration is not indexed and is settled pursuant to stipulations of the Contract.
- After acceptance of the Works by the Ordering Party and after the signing of the Acceptance Protocol by the Parties, the Contractor shall transfer to the Ordering Party their original paper invoice in two copies, with the turnover tax (VAT) indicated in the correct amount and separately for each order/ Contract. Collective invoices will only be accepted upon approval. All invoices must carry the delivery date, contract/ order no., product no., first and last names of Ordering Party employees responsible for the Order/ Contract and the purpose of the Works (project number, for which the Works are foreseen), as well as all other obligatory details, such as tax numbers. The basis for the invoice is the protocol, signed by both parties, confirming acceptance and takeover of the Works by the Ordering Party without reservations.
- Should the invoice be missing legally required information or information agreed upon by the Parties, it may be returned to the Contractor. In such a case, an invoice is considered not delivered, and, hence, the payment deadline does not commence. Payment deadlines covering faulty invoices are calculated from the moment of delivery to the Ordering Party of correctly issued invoices or corrections.
- In case of lack of other stipulations in the Contract, the deadline for payment of invoices issued by the Contractor is 30 days. The payment date for the contract price is the day of deduction from the bank account of the Ordering Party.
- The Parties may state in the Contract that the Ordering Party will pay a prepayment fee to cover the Remuneration for the Contractor. The Prepayment will be paid on conditions and at the time set forth in the Contract on the basis of a pro-forma invoice of the Contractor delivered to the Ordering Party. Irrespective of any other stipulations of the Contract, before payment of the prepayment, the Ordering Party is entitled to demand from the Contractor the establishment of a prepayment return guarantee, in particular in the form of an unconditional bank or insurance guarantee payable at first request, issued to cover the guarantee sum not less than the prepayment for Remuneration indicated in the Contract. The prepayment return guarantee is established to cover the period indicated in the Contract. Should the Ordering submit the request indicated in the preceding sentence, the prepayment for Remuneration will be paid to the Contractor on condition of due and proper establishment for the benefit of the Ordering Party of a prepayment return guarantee as described in the preceding sentence.

9. Deliveries with ownership rights reservations are excluded. Ownership rights to the Works are transferred to the Ordering Party at the moment of delivery of each portion of the goods, not later than at the moment of installation of the goods at the indicated site, unless the Parties would agree otherwise in the Contract.
10. The established right of the Ordering Party to reduce the price or make deductions from the price/ remuneration or withhold execution of own obligations and/ or submit remarks or mutual claims are not limited by provisions set forth in the present Terms, and the Ordering Party is entitled to these rights irrespective of any other additional legal remedies, if cash payment conditions are set forth. The Ordering Party has the right to suspend execution of their obligations without the necessity to inform the Contractor beforehand, if in the opinion of the Ordering Party there would exist the risk that Contractor would not fully or partially fulfil their obligations due to a particular Contract or any portion of the Contract concluded with the Ordering Party, which was not completely performed. The Ordering Party is also entitled to perform deductions from the price/ remuneration or to withhold execution of own obligations or submit remarks or mutual claims if the claim against the Contractor would be taken over by the Ordering Party by way of transfer, or if the Ordering Party would have the right to demand payment for any other reason, or if the claim against the Contractor would exist but would not be due and payable yet, or if it would be in a different currency or remain under the exclusive competence of any other court of law or arbitration body than the court of law or arbitration body relevant for that claim with respect to the Contractor.
11. The Ordering Party informs the Contractor that they have the status of a large enterprise as pursuant to the Polish act of March 8th, 2013, on countering excess delays in trade transactions.
12. Payment of remuneration for the benefit of the Contractor takes place by bank transfer to the bank account of the Contractor indicated in the VAT invoice, found in the list of entities registered as VAT payers as described in art. 96b of the Polish act of March 11th, 2004, on the goods and services tax, kept by the head of the Polish treasury administration.
13. Should the gross remuneration for the Contractor be equal to or higher than PLN 15,000, payment will be performed as a split payment pursuant to provisions on the goods and services tax.
14. If on the day of payment the bank account of the Contractor indicated on the VAT invoice would not be found on the list described in section 12 above, the Ordering Party will perform the payment to any other account of the Contractor indicated in the list of entities pursuant to section 12 above, to which the Contractor consents. If the Contractor would not have any account registered in the list of entities registered as VAT payers as described in section 12 above, the Ordering Party may withhold payment to the Contractor until the time of transfer of a bank account number included in the above-mentioned list of VAT payers. The Contractor relieves the Ordering Party of liability for delays in the payment of due amounts due to lack of entry in the above-mentioned list of VAT payers of the Contractor's account (or of the account of the entity, to whom the Contractor had transferred or moved debts), and the Contractor hereby rejects interest for payment delays and costs of recollection of due amounts caused by circumstances described in the present paragraph, and obliges themselves against the Ordering Party to not raise claims with respect to these.
15. The Parties will make every substantiated and legal effort to avoid tax deductions for any payments performed in line with the orders, and to achieve exemption from double taxation in case of Contracts concluded with foreign business partners. The Contractor shall provide the Ordering Party at their request with a valid residency certificate. If the Contractor does not

deliver to the Ordering Party a valid document confirming fiscal residency, the Contractor shall deduct taxes for every payment made in line with the order according to the valid rates. Should the Contractor deliver a valid fiscal residency certificate to the Ordering Party after payments are made and taxes deducted, then the Ordering Party will make every effort to achieve returns of the deducted taxes. In such a case the Ordering Party does not bear liability for decisions made in this regard by relevant tax authorities.

§ 10

SUBCONTRACTORS

- Should the Contractor subcontract even a part of the Works, this necessitates a prior written consent of the Ordering Party, under pain of nullity.
- Subcontracting even a part of the Works covered by the Contract with the Contractor requires prior written consent of the Ordering Party, under pain of nullity.
- Should the Ordering Party be for any reason obliged to make payments to Subcontractors or further-level contractors instead of the Contractor, the Contractor shall reimburse the Ordering Party for the amounts paid by them, including all costs of court and enforcement proceedings borne by the Ordering Party within seven days from the day of written notification of the Contractor about the payment being made for the benefit of the Subcontractor, or of such costs having been borne. The Ordering Party is entitled to deduct due fees described in the preceding sentence from every due amount they are entitled to from the Contractor including using the guarantee of correct Contract execution, if it is established.
- The Ordering Party's denial to conclude a contract between the Contractor and the Subcontractor or between a Subcontractor with a further subcontractor does not constitute grounds for extension of deadlines set forth in the Contract for the execution of the Works by the Contractor.
- The Contractor is obliged to submit to the Ordering Party written statements on settlement of payments due and payable to Subcontractors, valid for the day of submission of said statement, within three days of the day of receipt of a written call by the Ordering Party to do so. Delays of the Contractor in submission of such written statements as described in the present section entitle the Ordering Party to withhold payments for the Contractor of any due Remuneration in the part covering the Works performed by the given Subcontractor until the Contractor submits the written statement described in the present section.
- Should the performance of the or any part of the Object of the Contract be bestowed upon any subcontractor without prior consent of the Ordering Party, this will constitute a significant breach of the Contract conditions by the Contractor and constitutes grounds for immediate dissolution of the Contract for the Ordering Party for fault of the Contractor.

§ 11

QUALITY GUARANTEE AND STATUTORY GUARANTEE FOR FAULTS OF THE OBJECT OF THE CONTRACT

- Unless not expressly agreed otherwise with respect to warranty or statutory guarantee periods described the Contract, the Contractor provides the Ordering Party with a 24-month quality guarantee and statutory guarantee covering the Works and the Additional Works, starting from the day of signing by the Parties of the Final Acceptance Protocol. The Contractor assures that the Works and the Additional Works:
 - will be performed with particular care as expected of the professional character of the Contractor's business,

- 2) will be completely free of any physical and legal flaws, and,
 - 3) will conform to requirements of the Contract and provisions of the law, including technical, technological, quality and quantity requirements,
 - 4) will be allowed to be introduced into trade and will hold all necessary certificates and approvals,
 - 5) will conform to valid standards and provisions.
2. As long as the Contract does not state otherwise, at the latest on the day of final acceptance of the Works or the Additional Works, the Contractor is obliged to transfer to the Ordering Party all Documents, including properly issued guarantee documents of manufacturers of components making up the scope of the Works or the Additional Works.
3. Should the Contractor not provide a separate warranty card, the Contract is the warranty document as understood by provisions of the Polish civil code.
4. Should any of the Parties effectively withdraw from the Contract with respect to any part of the Works or Additional Works not executed until the day of withdrawal from the Contract, the provisions of the Contract concerning the quality guarantee and statutory warranty apply to the Works and the Additional Works performed until the day of withdrawal from the Contract. In the case described in the preceding sentence, the warranty and statutory warranty period commences on the day of effective utilisation by one of the Parties of the right to withdraw from the Contract,
5. As part of the quality guarantee, the Contractor obliges themselves to remove all flaws the Works and of the Additional Works at their own expense and risk.
6. The Ordering Party is obliged to report flaws found in the quality guarantee and statutory warranty period within 30 days of the day of their discovery.
7. The Contractor bears statutory responsibility for physical and legal flaws, irrespective of responsibility stemming from the guarantee.
8. The Contractor obliges themselves to remove flaws reported by the Ordering Party immediately, however, not later than within seven days of the day of the Ordering Party notification. Any extensions of flaw removal deadlines as described in the preceding sentence may only take place with consent of the Ordering Party expressed in writing under pain of nullity.
9. Should:
- 1) the Contractor decline to remove the flaws reported by the Ordering Party,
 - 2) the Contractor remove the flaws reported by the Ordering Party in an undue manner,
 - 3) the Contractor be in default with the removal of the flaws indicated by the Ordering Party,
- then the Ordering Party is entitled, without the need to send a further reminder to the Contractor or set a further deadline to remove the flaws, to contract the removal of flaws of the Works or the Additional Works with a different entity, or to remove the flaws themselves (without the need to obtain a court entitlement to do so) at the exclusive cost and risk of the Contractor. The Ordering Party is entitled to deduct claims for reimbursement of costs borne as a result of using the right to replacement performance described in the preceding sentence from any of their liabilities against the Contractor, including from the guarantee of proper execution of the Contract, if established.
10. In case the performance of obligations pursuant to the present paragraph, the Contractor shall remove faults or deliver materials and equipment free of flaws, and the guarantee period covering the works performed to remove the flaws as well as the repaired or delivered replacement materials and equipment begins anew on the date of confirmation by the Ordering Party of

the facts of removal of flaws or delivery of materials and equipment free of flaws.

11. Mechanisms, materials and equipment purchased by the Contractor from third parties are covered by a warranty period equal to the warranty period provided by the original manufacturer, whereby it cannot be shorter than the warranty period indicated in the Contract or the present Terms.

§ 12

RESPONSIBILITY FOR FAILURE TO EXECUTE OR TO PROPERLY EXECUTE THE CONTRACT

1. The Contractor is responsible against the Ordering Party for due and proper and timely performance of the Works and the Additional Works on the basis of rules set forth in commonly applicable provisions and in the Contract.
2. Should the Contract not foresee otherwise, the Ordering Party is entitled to demand from the Contractor statutory penalties in the following circumstances:
 - 1) should the Contractor be in default in the performance of the Works, of Additional Works or any other contractual obligations, in the amount of 1% of the net Remuneration for each day of delay, however, not more than 20% of the net Remuneration,
 - 2) should the Contractor be in default in the removal of flaws in the quality and statutory warranty periods, in the amount of 0.5% of the net Remuneration for each day of delay, however not exceeding 20% of the net Remuneration.
3. Irrespective of any rights of the Ordering Party based on common provisions of the law or any provisions of the Terms or the Contract, should:
 - 1) the Contractor not commence or suspend the performance of even a part of the Works or the Additional Works or
 - 2) the Contractor be in default with the performance of even a part of the Works or the Additional Works over a period exceeding seven days against the deadline set forth in the Contract for their execution, or
 - 3) performance of the Works be executed in a manner contrary to the Contract, the attachments thereto or the present Terms, or in a manner threatening safety of persons or assets,
 - 4) performance of the Works be executed in such a way that it is not probable that the Contractor will adhere to execution deadlines of the Works as set forth in the Contract,the Ordering Party will be entitled, at their own choice and setting a further deadline for the Contractor not longer than seven days to cover the default and removal of the effects of violations, to:
 - a) withdraw from the Contract or dissolve it effective immediately, in whole or in part. The Ordering Party may use the right to withdraw as described in the preceding sentence within the period of one year from the day of expiry of the deadline described in the preceding sentence; should the Ordering Party make use of the right of withdrawal from the Contract described in the present section, the Contractor is entitled to receive Remuneration exclusively for that part of the Works and the Additional Works that was properly executed and accepted by the Ordering Party until the day of withdrawal from the Contract, or
 - b) to bestow performance or completion of the Works upon a different entity or for them to be performed by the Ordering Party of their own accord (without the need to obtain a court permit to do so) at the exclusive expense and risk of

the Contractor. The Ordering Party is entitled to deduct claims for the reimbursement of costs borne as a result of making use of the right for replacement performance as described in the preceding sentence from any of their liabilities against the Contractor, including from the guarantee of proper execution of the Contract, if established.

4. Should the Ordering Party make use of their right to withdraw from the Contract on the basis of common provisions of the law or section 3 of the present paragraph, the Ordering Party is entitled to demand from the Contractor the payment of a contractual penalty amounting to 20% of the net Remuneration.
5. The utilisation by the Ordering Party of the right to withdraw from the Contract does not in any way influence the content or scope of rights of the Ordering Party pursuant to quality and statutory warranty provisions, replacement performance or contractual penalties.
6. Should the damage experienced by the Ordering Party at the fault of the Contractor exceed the amount of reserved contractual penalties, then the Ordering Party is entitled to claim additional damage compensation from the Contractor on general principles.
7. Notwithstanding any other rights of the Ordering Party, the Ordering Party is entitled to deduct charged contractual penalties, damages or any other similar claims from the Contractor Remuneration or any other fees due to the Contractor pursuant to the present Contract or any other contract between the Parties, to which the Contractor agrees. The Ordering Party is in particular not obliged to satisfy claims against the Contractor primarily from Contract security established by the Contractor.
8. The damage compensation liability of the Ordering Party against the Contractor is exclusively limited to any damage actually suffered by the Contractor and properly documented, and does not cover liability for indirect damages, including lost profits. The Ordering Party liability against the Contractor may never exceed and is limited to the maximum amount of 50% of the Remuneration of the Contractor as described in the Contract.
9. Irrespective of any other rights of the Ordering Party, they are entitled to withdraw from the Contract or dissolve it with immediate effect in case any contract between the Ordering Party and the Customer is dissolved for any reason whatsoever. This right may be exercised by the Ordering Party within 90 days from the day of dissolution of the Customer contract. In the case described in the present section, the Contractor will be exclusively entitled to receive Remuneration for the Works performed until the day of dissolution of the Contract. The Contractor will in particular not be entitled to demand any compensation for costs borne in relation to preparations to execute the Contract, submission of material orders or costs related to the exit from the Works.
10. Within two years of the day of conclusion of the Contract, the Ordering Party is entitled to withdraw from the Contract within the scope of the Works that were not performed until the day of withdrawal from the Contract. The withdrawal from the Contract as described in the present section is effective towards the future. Should the Ordering Party make use of the right to withdraw from the Contract, the Contractor will only be entitled to receive Remuneration for that part of the Works that was duly performed and accepted by the Ordering Party until the day of withdrawal from the Contract.

§ 13

GUARANTEE OF PROPER CONTRACT EXECUTION

1. Should the Contract foresee that the Contractor should establish for the benefit of the Ordering Party a guarantee of proper contract execution, the Contractor will be obliged to provide such security within the deadline set forth in the Contract, and should such a deadline not be determined – within seven days from the signing of the Contract. Until the provision of such security, the Ordering Party may withhold all payments due to the Contractor,

and this will not constitute a delay in payments by the Ordering Party. The security amount is set forth in the Contract.

2. Should the Contractor not provide the security pursuant to section 1 above, the Ordering Party may withdraw from the Contract or dissolve it effective immediately of fault of the Contractor, within ninety days from the expiry of the deadline to provide the security.
3. Sections 1 and 2 apply accordingly if during the term of the Contract the security would be reduced for any reason (e. g. due to deductions of claims of the Ordering Party from the security). In such a case, the Contractor is obliged to amend the security up to its original amount within seven days of the day of reduction of the security.
4. The security described in section 1 of the present paragraph will be an unconditional insurance for all claims of the Ordering Party pursuant to the non-performance or undue performance of the Contract, including in particular quality or statutory warranty claims, contractual penalties or replacement performance.
5. So long as the Parties do not decide otherwise in the Contract, the security described in section 1 of the present paragraph will remain valid over the entire term of the Contract until the day of expiry of the quality and statutory guarantee as provided by the Contractor to the Ordering Party.
6. Should the security validity period described in section 1 of the present paragraph be shorter than the period described in section 4 of the present paragraph, the Contractor is obliged to establish for the Ordering Party a further guarantee of proper Contract execution on the basis of principles set forth in the present paragraph. Should the Contractor fail to provide this additional security or fail to extend the duration of the provided security pursuant to section 1 of the present paragraph to cover a further period 30 days before the expiry of validity of the security provided earlier to the Ordering Party, then the Ordering Party will be entitled, without calling on the Contractor again, to request payout of the full guarantee amount from the security described in section 1 of the present paragraph, and the amount acquired this way will constitute security for all claims of the Ordering Party due to the failure to execute or on the basis of undue execution of the Contract, including in particular quality or statutory warranty claims, contractual penalties or replacement performance.
7. Costs related to the establishment and maintenance of security are borne by the Contractor.

§ 14

INSURANCE

1. As long as the Contract would not foresee otherwise, the Contractor is obliged to conclude and maintain throughout the entire period of execution of the Works and throughout the entire quality and statutory warranty period:
 - 1) third party insurance for their business, allowing the compensation of any damages caused against the Ordering Party due to actions of the Contractor with the insurance amount set forth in the Contract,
 - 2) third party insurance covering means of transport and equipment used to perform the Works, with the insurance amount set forth in the Contract
 - 3) in case of performance for the Ordering Party of assembly, construction Works or other similar works requiring the presence of Employees of the Contractor at the Works Site – the Contractor is additionally obliged to hold:
 - a. an insurance contract covering their Employees for accidents, with the insurance amount set forth in the Contract, for each one of the Employees,
 - b. a group life insurance contract with the insurance amount set forth in the Contract.

The Contract may modify the set of insurance contracts that the Contractor is obliged to hold.

2. The Contractor is obliged to present to the Ordering Party at every request of the Ordering Party the original or notarised copies of documents of insurance contracts confirming the conclusion of insurance contracts by the Contractor as per section 1 of the present paragraph, along with the general terms of insurance and confirmations of payments of insurance premiums until the day of submission to the Ordering Party of the documents indicated above, within three days from the day of submission by the Ordering Party of requests to transfer the above mentioned documents.
3. Should the Contractor fail to present insurance contracts proving the holding of insurance required by the Ordering Party, the Ordering Party may, at their exclusive choice:
 - a. dissolve the Contract immediately or withdraw from it within 90 days of the day, on which the Contractor should present insurance contract copies to the Ordering Party, or
 - b. take out the insurance at the expense of the Contractor.

**§ 15
QUALITY CONTROL**

1. The Ordering Party or the Customer are entitled to conduct at any time quality control inspections covering the Works provided by the Contractor and inspect their conformity with the present Contract, provisions of common law, internal documents and procedures in force with the Ordering Party or the Works Site.
2. The inspections described in section 1 of the present paragraph may be carried out as needed and as frequently on the basis of substantiated Ordering Party needs.
3. The inspections described in section 1 of the present paragraph may be carried out independently by the Ordering Party, an agent of the Ordering Party or any authorised third party.
4. Inspection procedures are followed by a protocol signed by the inspector and the Contractor. Should Contractor decline to sign the protocol described in the preceding sentence, the Ordering Party will be entitled to draw up a unilateral inspection protocol that gives rise to the same effects as the Contract foresees for any bilateral protocol.
5. The Contractor is obliged to remove flaws disclosed during inspection proceedings within the time indicated in the protocol as described in section 4 of the present paragraph.

**§ 16
Force Majeure**

1. Failure by any of the Parties to execute any of the obligations pursuant to the present Contract does not constitute a violation of its provisions so long as this impossibility would be based on a force majeure event, on condition that the Party influenced by this event would undertake all reasonable efforts to prevent, exercise due diligence and introduce possible replacement measures striving to implement the conditions and provisions of the Contract.
3. The emergence of a force majeure event suspends the execution of contractual obligations for the duration of the force majeure event, however, it does not absolve the Parties from execution of remaining contract provisions, if the force majeure event does not bring about any inability to execute them. The period, in which the Party should – contractually – perform contractual obligations is extended by the period, in which due to the force majeure the Party would be unable to perform the duties bestowed upon them.
4. The Party influenced by the force majeure in course of execution the Contract shall immediately notify the other Party about the character of the circumstances of the force majeure event and the foreseen duration thereof, as well as the termination of this event, with suitable proof attached.

**§ 17
CONFIDENTIALITY**

1. The Parties oblige themselves to confidentiality and to only use any confidential information and materials solely for purposes related to the execution of the present Contract, and not to disclose them to third parties without prior consent of the other Party in writing under pain of nullity.
2. Confidential information and materials are all data or materials transferred by any Party to the other Party during the term or in connection to the execution of the present Contract, irrespective of the mode and form of their storage, as long as this information is not commonly known or as long as the duty to disclose them would not stem from provisions commonly in force, or if they are provided at the request of common courts of law or any other relevant state authorities, or for the purpose of court or administrative proceedings.
3. The disclosure of the content of the present Contract or information concerning its execution will not be considered a violation of the obligation of confidentiality if disclosed to legal or financial advisors of the Parties, reserving the obligation of these entities to keep this information confidential.
4. The Parties are obliged to uphold the above-described confidentiality rules also after the end or dissolution of the present the Contract over an indefinite period of time not shorter than ten years.

**§ 18
COPYRIGHTS**

1. The Contractor guarantees that all Works prepared, used or provided for use to the Ordering Party in relation to the performance of the Works will be free of legal flaws and will not violate copyrights, patent rights and trademark rights or any other rights of third parties.
2. The Contractor obliges themselves to the following:
 - 1) relieve the Ordering Party of all obligations arising in relation to claims raised by third parties for violations of rights to the Works,
 - 2) reimburse the Ordering Party for all amounts paid by the Ordering Party in relation to the claims as described under p. 1) of the present section,
3. The moment the Ordering Party accepts the Works and pays Remuneration, the Ordering Party purchases within the scope of the paid Remuneration acquires unconditionally and without limitations all material copyrights to the Works indicated in the Contract along with the right to exercise related rights.
4. The transfer of material copyrights causes the right of ownership of the carrier, on which the Work, any study or collection conforming to the definition of a good is stored, onto the Ordering Party.
5. So long as the Contract does not state otherwise, the transfer of the entire material copyrights to the Works takes place with respect to all fields of use known or disclosed on the day of transfer of the material copyrights to the Works onto the Ordering Party, including in particular the following fields of use:
 - 1) usage, editing, amending, modification, reverse-engineering, compilation and gaining profit or other advantages from this;
 - 2) usage in whole or in part and introduction of any changes irrespective of scope, form, mode (resources) of their introduction and their purpose, and gaining profit or other advantages from this;
 - 3) storage, duplication, creation of further copies irrespective of the scope, form and mode (resources) of their execution, including by printing, reproduction, magnetic storage and digital technologies, and for any purpose of the execution of such copies, and gaining profit or other advantages from this;
 - 4) disposal of the original or altered copies, including by way of introduction into trade and provision for use at any time and on any legal grounds, and gaining profit or other advantages from this;

- 5) distribution in any other manner than set forth in p. 4), for instance, by way of public performance, exhibition, display, playback and transmission and retransmission, and uploading and public provision in all forms of information networks and the Internet in such a manner that any one would have access to their at the location and time of their choosing, and gaining profit or other advantages from this.
- 6) disposal of material copyrights to the Works in any scope and on any legal basis, and gaining profit or other advantages from this.
6. Should the Works be executed on the basis of technical documentation, drawings, specifications or any other data that could be the object of copyrights of the Ordering Party, it is assumed that the Ordering Party remains the entity entitled to the copyrights or any other intellectual or industrial property rights to the Works, and the Contractor is provided with a licence to use the above-indicated Works exclusively for the purpose and scope necessary to perform the Works and for the period necessary for correct execution of the Contract.
7. The Contractor is not entitled to use trademarks, logos or any other similar markings of the Ordering Party.

§ 19

CORRESPONDENCE

1. The statements or requests foreseen by the Contract must, under pain of nullity, take written form and be signed by persons authorised to represent the Parties.
2. All correspondence should be sent to addresses found in the header of the Contract Document. Changes of addresses or other data require written notification of the relevant other Party. Any change of data is effective against the other Party the moment the above-indicated notification is received.
3. Correspondence sent to the address described in line with the provisions of section 2, that is not picked up by the other Party is considered delivered on the next working day after the stamp date/ announcement of delivery.
4. Correspondence constituting information may be sent in electronic form to e-mail addresses of the Ordering Party and the Contractor indicated in the Contract Document and in the Detailed Conditions of the Contract. Persons authorised by the Parties to conduct electronic correspondence are indicated in the Contract Document and the Detailed Conditions of the Contract. Changes of e-mail addresses or of persons authorised to perform electronic correspondence are effected by way of unilateral written statements of the Parties introducing the described changes, and do not require amendments of the Contract

§ 20

CLOSING PROVISIONS

1. The Contractor may not transfer obligations, debts or other rights stemming from the Contract to third parties without prior consent of the Ordering Party expressed in written form, under pain of nullity.
2. As part of projects executed by the Ordering Party for the Customer, the Contractor may not conduct trade negotiations and provide works for the Customer without the intermediacy of the Ordering Party, by way of direct orders from the Customer or other companies cooperating with the Customer or the Ordering Party. The Contractor may not provide Customers with information on conditions, based on which they provide work to the Ordering Party. Any violation by the Contractor of requirements indicated in the present section entitles the Ordering Party to immediately dissolve the contract for fault of the Contractor and to demand payment of a contractual penalty of PLN 25,000 for each disclosed case of such violations.
3. The Parties jointly agree that in case any provision of the Contract or its part would for any reason turn out to be invalid or unenforceable, this does not influence the validity of the Contract

in the remaining scope. The Parties oblige themselves in such a case to make every legally allowed effort for the purpose of arrangement of their rights and common interests so that the objectives set forth in the Contract are achieved in a different, legal and possible manner.

4. Failure by any Party to exercise any right or claim due to that Party by way of the Contract does not constitute a renunciation of this or any other right or claim.
5. The Contract is the sole agreement between the Parties constituting its content, it replaces in this regard any prior contracts, agreements or obligations of the Parties made or stated before the signing of the Contract. In relation to this, all prior agreements made and documented by the Parties differently governing the conditions of execution of the Works and the mutual obligations of the Parties than the Contract does, are void.
6. The Contract is subject to Polish law and is to be interpreted in line with it.
7. Issues not governed by the Contract are covered by the provisions of the Polish act of April 23rd, 1964 – „the Polish civil code” (Polish Journal of laws no. 1964.16.93 as amended) and any other provisions of Polish law in force in this regard.
8. Any possible disputes that may not be amicably settled will be resolved by common courts of law for the seat of the Ordering Party.