



APPENDIX NO. 2: GENERAL CONDITIONS OF SUPPLY CONTRACT NO.: 1/2020

CLAUSE 1. DEFINITIONS

1. Contract – Contract Agreement with all the appendices thereto.
2. Development Project – Performance of all works and activities connected with the engineering, construction and putting into operation of the structure indicated in the **Special Conditions of Contract**.
3. Investor - means a natural person, legal person or organizational unit without legal personality indicated in the **Special Conditions of Contract**, being the investor for the Development Project.
4. Employer's Representative - a person named in the **Special Conditions of Contract** responsible for co-operation with the Supplier who has been authorized to sign Supply Progress Certificates, Final Supply Certificate and Stock Issue Confirmation (WZ) documents defined in the present Contract and to modify the intermediate Supply completion dates.
5. Supplier's Representative - means the person named in the **Special Conditions of Contract** responsible for co-operation with the Employer, for the execution of works covered by the Contract who has been authorized by the Supplier to represent the Supplier in all matters related to the this Contract.
6. Investor's Building Inspector – means a natural person or a group of persons performing the duties of investor's building supervision inspectors pursuant to the provisions of the Building Law indicated in the **Special Conditions of Contract**.
7. Technical Documentation – means the documents in accordance with the **Special Conditions of Contract** encompassing also any other documents referring to the Development Project which are necessary to perform Supplies.
8. Building permit – means the document indicated in the **Special Conditions of Contract**.
9. Supply Progress Certificate – means the document signed by the Employer constituting the basis for the issuance of an invoice by the Supplier and confirming the progress of Supplier's Supplies. The Supply Progress Certificate does not constitute an acceptance of the whole or a part of the Supplies.
10. Final Development Project Acceptance Certificate – means the final document confirming the completion of all works connected with the engineering, building and putting into operation the Development Project.
11. Final Supply Certificate – proof of completion of the Supplies by the Supplier.
12. Supplies - mean all the activities and operations necessary for the completion of the subject matter of the Contract and other obligations of the Supplier, in particular producing, purchasing, shipping and delivery of Materials to the construction site of the Development Project or any other location specified by Employer's Representative.
13. Materials – objects, things, products, goods, appliances, machinery, substances and other items specified in the **Special Conditions of Contract** constituting subject of the Supplies.
14. Party – means the Employer and/or the Supplier.
15. Transfer – means Supplier's consent expressed in accordance with the terms and conditions of the present Contract Agreement to transfer the remuneration the Supplier is entitled to receive to Supplier's contractors to pay their remuneration for supplies or services performed for the Supplier. The Employer shall not be bound by the transfer until its execution.

CLAUSE 2. SUBJECT MATTER OF THE CONTRACT

1. The Employer orders and the Supplier agrees to execute, in accordance with the principles set forth in the present Contract, the Supplies whose scope is specified in the Contract Agreement and described in detail in the **Special Conditions of Contract**. The Supplies also encompass all other elements necessary for the completion of the subject matter of the Contract.
2. The Supplies shall be executed in accordance with the provisions of the Contract, the intended use and specifications of the Materials, Polish Standards and the intended use of the Development Project, in the scope of and in compliance

with the Technical Documentation and in accordance with any changes agreed with the Employer's Representative. Detailing, expanding and modifying the Technical Documentation resulting from a correct execution of the assumed programme, specific functions, regulations and technical and building norms in force and industry standards, shall not be understood as a modification of the scope of contract. The Supplier hereby declares that before signing the Contract he has verified and checked the technical documentation and states that it is complete and sufficient for the execution of the Supplies and that he does not make and will not make any reservations regarding it now or in the future.

3. The Supplier shall obtain at their own expense all the further permits, approvals, acceptances, opinions, operating manuals, quality certificates and warranty cards necessary for the proper performance of the obligations under the present Contract and will also forward them to the Employer not later than before the commencement of the Final Supply Acceptance.
4. If the subject of the contract is the Supply of ready-mix concrete or concrete, the subject of the Contract shall be additionally executed in accordance with Appendix No. 10.
5. The Supplier declares that the Supplies will not be subject to any reservations regarding ownership, conditional sale, collateral agreement, pledge or any other claim or in any other way encumbered with third party rights.

CLAUSE 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Supplier's obligations in connection with the execution of the Contract are as follows:
 1. verification of the completeness and correctness of the Technical Documentation with respect to the performed Supplies;
 2. clarification – at its own cost and risk – of all work details pertaining to the Supplies which were not explained in the Technical Documentation with Employer's Representative and also with the Designer of the Development Project if necessary;
 3. performing Supplies in accordance with technical knowledge, industry standards (PN and EN) and the laws in force;
 4. supply of Materials to the construction site or to another place chosen by the Employer necessary for the execution of

the Works, distribution of the materials into the particular working areas and protecting them against destruction, damage and theft;

5. protection against destruction or damage at its own cost, of any previously executed elements of the Development Project, including the supplied Materials, which may be destroyed or damaged in the course of the Works execution; If the Supplier causes damage to the elements of the Development Project being currently implemented or already completed, no matter if they were delivered or performed by the Supplier or not, he will remove them or the value of damage will be estimated by Employer's representative and the Supplier will be charged with their costs;
6. submit before performing a Supply, originals or officially certified true copies of relevant certificates, certificates or declarations of conformity, issued in accordance with the provisions of Polish law and quality guarantee for the Materials;
7. submission of samples and required information as well as compliance documents allowing to use the Materials in Poland in accordance with the provisions of the Building Law in order to be reviewed before their installation. The Supplier hereby agrees to execute the Supplies only with the use of Materials which are new and allowed to be marketed in Poland, in accordance with applicable regulations and meeting the requirements and standards specified in the Technical Documentation. Any Materials which are not in accordance with the conditions defined in the Contract, as well those without applicable certificates and approvals must be removed from the construction site by the Supplier under pain of their removal by the Employer at the cost and risk of the Supplier;
8. a free of charge delivery of a sample element of a Material in time specified by the Employer,
9. performing applicable tests, examinations and technical acceptance procedures in accordance with the requirements of the Technical Documentation, Employer's Representative, the Building Law and trade regulations, and paying the full costs of such operations, Employer's Representative may request that any tests other than those required at the acceptance should be performed in time of the Sup-

- plies, and in this case the Supplier shall, at its own expense, submit any documents and information necessary for the performance of the tests,
10. informing the Employer's Representative in writing of performing Material deliveries before delivery to a construction site,
 11. implementing all instructions issued by Employer's Representative referring to the Supplies;
 12. handing over, following every request of the Employer, all original possessed documentation including copies, connected with the Supplies being performed;
 13. observance of the Health and Safety regulations and requirements and Employer Representative's instructions throughout the whole contract duration period, in particular by all Supplier's employees. The Supplier shall bear the full and exclusive responsibility for its workers and any other persons to be used by the Supplier, with respect to the Occupational Health and Safety regulations, and shall also be responsible to make all the required applications, obtaining permits, providing any required trainings and medical examinations, and shall also be obliged to provide effective supervision of a person with proper qualifications and authorizations. The Supplier hereby agrees to observe the Occupational Health and Safety requirements defined in Appendix No. 9 to the Contract. In the case when the Employer's Representative finds that the Supplier or his employees have not been observing the above mentioned obligations, the Employer's Representative shall be entitled to impose on the Supplier a penalty set forth in that appendix for each fault, and as a last resort to suspend the Supplies at the expense and risk of the Supplier. The Employer shall be entitled to remove from the construction site any members of Supplier's personnel not observing the above obligations. The penalty will be calculated for each day of the period of non-compliance with the above conditions. A suspension of the Supplies will have no effect on the milestones and the date of completion of the Supplies under the Contract, which will remain unchanged.
 14. free servicing and maintenance of delivered Materials from the date of receipt of the Supplies to the end of the warranty and guarantee period and training provided to persons indicated by the Employer or Investor on the principles of service, servicing and maintenance of the performed Supplies,
 15. meeting intermediate deadlines and the final date,
 16. submitting an operation and maintenance manual containing rules for operation together with a list and time schedule of service operations;
 17. verification, at the request of the Employer, of the correctness and compliance of the works carried out with the use of Materials (their assembly) with the purpose of those Materials and their special features,
 18. providing free technical advice and providing technical data of individual Materials.
 19. providing a license not limited in time and other documents confirming the transfer to the Employer of the right to use the Supplies, including all keys, codes and other security features enabling full and free administration of the Supplies, including making changes, restoring the original settings, system backups and events, copies of driver configuration software, etc.,
2. The Supplier shall be fully responsible towards the Employer for any consequences of using inappropriate technology or incorrect performance of the Supplies. The Supplier shall be responsible for any indirect and direct losses with respect to the Employer which result from Supplier's improper implementation of Contract provisions, in particular from Supplier's delay with respect to the dates agreed in the Contract.
 3. The Supplier shall be obliged to provide the Employer within 14 days following the conclusion of the Contract, with a Contract performance security in the form of an unconditional, irrevocable and payable on first demand bank or insurance company guarantee with wording approved by the Employer with a value in accordance with the **Special Conditions of Contract**, to remain in force, while maintaining the agreed value, until the date of Final Development Project Taking-over Certificate and putting the Development Project into operation. If the Supplier fails to provide or fails to maintain the security in accordance with the terms of the Contract in the form of a bank guarantee, the Supplier shall be obliged to pay, not later than within the subsequent 14 days, a guarantee deposit, subject to the provisions of Clause 10 section 3 of the Contract, amounting to 30% of Subcontractor's remuneration

tion indicated in the Contract Agreement (bail contract) in order to establish a Contract performance security, to Employer's bank account run by bank SG, account No. 11184000072210706008101619. The guarantee deposit is refundable after the expiry of the quality guarantee and defect warranty periods. In the event of failure to make a payment within the above time limit, the guarantee deposit will be set off by the Employer against the Supplier's claims. The deduction will take place without the need to submit additional statements to which the parties hereby agree. Payment of Supplier's remuneration under this Contract minus the amount deducted as a contract performance security constitutes a due fulfilment of the obligation to pay remuneration. If the security is not released by the Employer, the Supplier shall be entitled to file a claim for a refund of the contract performance security against the Employer and not for payment of remuneration under the Contract against the Investor and the Employer. In the case of expiry of the validity period for the security provided in the form of a bank guarantee (or based on the terms described below – an insurance guarantee or a promissory note) before the end of the period for which the security was to be established, the Supplier shall be required not later than 14 days before its expiry to extend the validity period of such a security on pain of submission by the Employer of a request for payment from that guarantee or to request redemption of a promissory note or to make deductions from payments due to the Supplier and to establish the aforementioned guarantee deposit from the received funds. In justified cases the Employer may allow the Supplier in writing, under pain of nullity, to provide a Contract security in the form of an insurance guarantee or promissory note guaranteed by a member of the Supplier's Management Board or co-owner, and in case of sole traders - by other entrepreneur or a person accepted by the Employer.

4. Together with this signed Contract Agreement, the Supplier provides the Employer with the following current documents:
 - 1) insurance policies: accident insurance policies for its workers (NNW) and third party liability insurance policy (OC) in connection with its business operations,
 - 2) an excerpt from an applicable registration authority of the Supplier (e.g. National Court Register KRS, register of companies),
 - 3) REGON certificate,

- 4) VAT registration (in case when the Supplier is a VAT payer),
- 5) balance sheet and profit and loss account for the previous year or a GUS F-01 report presenting the financial situation of the company, if the company is obliged to file the report,
- 6) clearance certificates from the Tax Office and Social Insurance Institution ZUS and a bank opinion.
- 7) A questionnaire documenting the financial resources owned drawn up in accordance with Appendix No. 13 to the Contract.
- 8) Opinie bankowe wystawione przez banki współpracujące z Dostawcą.

In case of any changes to the above documents the Supplier shall be obliged to update them within 30 days after the date when the change was made. In addition to the above the Supplier is obliged to file updates of the aforementioned documents upon Employer's request within 14 days of notification.

5. The Supplier shall be unconditionally obliged to perform Supplies strictly on the basis of the Technical Documentation and the present Contract. Any changes shall be made solely after obtaining a written consent from the Employer – under pain of nullity. In any other case the Employer shall be entitled to retain the payment of the remaining part of the amount due until the Works are brought to a state required in the Contract or to reduce Supplier's payment by the value of the Supplies performed not in accordance with the Contract.
6. The Supplier shall not be allowed, without a prior written consent of the Employer, to assign to any third party any payments due to the Supplier which he is entitled to receive from the Employer under the present Contract or to make any transfers or to dispose of the receivables with a similar effect or character. The above prohibition also refers also to any matters connected with the receivables, including claims for interest. In the contents of the invoices issued, on pain of their return, the Supplier will include a clause on the prohibition of transfer of receivables.
7. If the Supplier performs Supplies in a manner which is defective or inconsistent with the Contract, in particular with a delay in the delivery of the whole or part of the Supplies exceeding by 7 days the date set forth in the Contract or is in breach of any provision of the present Contract, the Employer may, without any additional notifi-

cation, terminate the Contract as a whole or in part for reasons attributable to the Supplier. Irrespective of exercising the right to terminate the Contract, the Employer may entrust the performance of Supplies in whole or any part thereof to a third party, without the need to obtain prior authorization of the court, at the Supplier's expense and risk, in particular the Supplier shall cover the difference between the third party's remuneration increased by 15% mark-up, and the price set out in this Contract Agreement.

8. The Supplier shall notify the Employer in writing of any claims against the Employer or the Investor resulting from the present Contract, within 14 days from the day on which the Supplier became aware of a reason substantiating the claim, under penalty of losing the right to refer to it towards either the Employer or the Investor.
9. The Supplier shall be co-responsible for organizing and maintaining the construction site and access roads to the site until the signing of a Final Supply Certificate. The Supplier shall be responsible for and shall bear the costs of removal of the soil (dirt) and other waste left by Supplier's vehicles or vehicles for which the Contractor is responsible and shall bear the costs of the possible repairs of roads to the construction site and within the construction site. At the same time, the Supplier undertakes to remove unnecessary materials, scrap metal, waste and garbage left behind from the construction site and the Supplier's equipment in a manner and within the time limits set by the Employer under pain of removal by the Employer at the Supplier's expense and risk increased by 20% mark-up.
10. The Supplier shall perform Supplies at their own risk. The Supplier shall make sure with due diligence before the commencement of the Supplies that all the works previously executed on the site or works in progress are correct and notify the Employer in writing of any risks or irregularities which in Supplier's opinion may have a negative impact on the Supplies. In case when the above procedures have not been followed, the Supplier shall not be entitled to use such circumstances as a basis for limiting his responsibility for the failure to complete or improper fulfilment of his obligation under the Contract or for obtaining an extension of the time for completion and/or obtaining additional remuneration.
11. The Employer shall be obliged to commence taking-over procedures in accordance with the terms and conditions set out in the above Clause

5 and to pay on time all the invoices issued in accordance with the present Contract.

12. The Supplier waives the right to establish security on any items or rights to be included in the Development Project, including its equipment.
13. By concluding this contract, the Supplier submits to the Employer an irrevocable offer to transfer to the Employer their rights or obligations (benefits, receivables, claims, etc.) from contracts with contractors of the Supplier within the scope of the Supplies. The Employer may at any time accept the said offer by submitting a relevant declaration to Supplier's contractors. On the day of submitting such a declaration, the transfer takes effect, as a result of which the Contractor's contractor will be obliged to provide directly to the Employer. In the case of payment by the Employer, in connection with the transfer of obligations, of any amount to the Supplier's contractor, the amount paid shall reduce the Supplier's remuneration or shall be deducted from the remuneration or credited towards such payment. The supplier undertakes to always include in the contracts concluded with contractors the provisions on this transfer.

CLAUSE 4. DATES OF COMPLETION

1. The Date of completion of the subject matter of the Contract is in accordance with the **Special Conditions of Contract**.
2. The Parties hereto also establish Milestones for the delivery of the subject of the Contract - in accordance with the **Special Conditions of Contract**. The Parties on behalf of whom Employer and Supplier's Representatives may act, may change the Milestones for the completion of the Supplies without signing an addendum to the Contract. Such arrangements, under pain of nullity, should demonstrate a joint intention of the parties to change the Milestones and should be confirmed in writing. The development of a Supply schedule indicating the dates or periods of performance of individual Supplies and any amendments thereof does not constitute a change of Milestone dates.
4. It is the Supplier's primary responsibility to keep the agreed dates specified in the Contract Agreement. All events and facts that occurred



during the performance of Supplies, and which in his opinion affect the delivery schedule and behaviour of the aforementioned dates must be notified in writing to the Employer within 2 days from the date on which such fact or event occurred. The Employer together with the Supplier shall assess such a situation and its influence on the Supply completion dates.

5. The Parties hereto jointly agree that the Employer shall be entitled to unilaterally extend the dates of Supply completion specified in the Contract and to suspend the Supplies and the Supplier shall accept such decisions and shall not make any claims with respect to the above.
6. The Supplier has examined the Technical Documentation and the construction site and confirms that it is possible to deliver the subject of the Contract in the time specified in paragraphs 1 and 2.
7. In the event of suspension, the Supplier's Representative or the Investor's Building Inspector may instruct the Supplier to protect the delivered Materials for the duration of the suspension, in a manner that he deems appropriate.

CLAUSE 5. ACCEPTANCE

1. Acceptance of the executed Supplies shall be performed by Employer's Representative on the construction site or in another place chosen by him. At the moment of notifying that the Supplier is ready for inspection or taking-over of the Supplies, the Supplier shall submit a proposal of a Certificate presenting the scope of the Supplies performed in the accounting period, dispatch and conformity documents allowing the use of materials in Poland in accordance with the Building Law. In addition, the Supplier shall submit a declaration according to the form constituting Appendix No. 7 that he has no outstanding receivables or claims against the Employer. Under the condition that the Supplier has prepared the required documents, the Employer shall commence his activities connected with checking the percentage of completion of the Supplies performed in a given accounting period or shall commence a final acceptance procedure. In case when faults or defects are found in the Supplies, the Employer shall be entitled to exclude such Supplies from the establishing of the percentage of completion of the Supplies or to postpone acceptance until the rectification of such defects. The Employer

shall draw up a relevant certificate stating the results of such activities.

3. In case of detecting any discrepancies or defects or when it is required to make additions to the Supply, the Supplier shall be obliged to immediately remove or supplement them, and the time limits for Supply completion shall not be delayed in relation to those agreed in the Contract. The Employer has the right to reduce the remuneration of the Supplier in accordance with the inconsistencies or defects of Supplies. If the Supplier does not immediately remove the non-compliance or defects within the prescribed period, the Employer shall be entitled to perform the Supplies at the Supplier's expense and risk without a prior authorization by the court. The Supplier shall pay the difference between the third party remuneration plus a 15% mark-up, and the price established in the present Contract.
4. Signing by the Employer of any Supply Progress Certificates and payment of any amounts for the execution of part of Supplier's Supplies shall not be treated as an acceptance of that part of the Supplies, as the Supplies may be accepted only as a whole and only by signing a Final Supply Certificate with a Final Settlement. In case when a Final Supply Certificate has not been signed for reasons attributable to the Supplier, any amounts already paid to the Supplier must be returned as amounts not due.
5. After completion of all the Supplies, the Supplier shall request a final acceptance of the Supplies. Together with the notification, the Supplier will provide the Employer with a quality guarantee referred to in Clause 11.10 (in two copies), two copies of guarantees granted by the Material producers (if the producer is not a Supplier) and if required - operating instructions containing the terms of use and operation with a list and schedule of service and maintenance.
 1. The signing of a Final Supply Certificate shall not relieve exempt the Supplier from his liability for non-compliance or defects in the Supplies, in particular for proper quality of the supplied Materials.
 2. In case when it is impossible to remedy defects in the Supplies or when according to Employer's assessment it is aimless or difficult to fix them, the Employer shall be entitled, without prejudice to his other rights under the Contract, at his discretion, to:
 1. reduce the Supplier's remuneration,



2. terminate the Contract in case when the defects make it impossible to or difficult to use the delivered Materials.

CLAUSE 6. REMUNERATION

1. The price for the performance of the Supplies specified in the Contract is set forth in the Contract Agreement. The type of remuneration (lump sum price or measured price) and the financial settlement method is specified in accordance with the **Special Conditions of Contract**. If it follows from the Contract that the settlement is to be carried out on the basis of the List of Supplies with unit prices, they are to be understood as prices which remain unchanged in all and any circumstances. In this case, any Supplies performed pursuant to this Contract shall be settled by the use of the agreed unit prices according to the quantities of performed deliveries.
2. The remuneration referred to in section 1 does not include VAT. VAT will be charged according to the rules and regulations regarding this tax in force on the day of performance of a relevant part of the Supplies and issuance of an invoice.
3. The Supplier hereby declare that the payment for the performance of the Supplies has been specified on the basis of the Technical Documentation including all the Appendices to the Contract Agreement, site inspection and Supplier's experience and knowledge. The Supplier hereby declare that the obtained information is sufficient for a correct estimation of the price of the executed Supplies and other obligations under the Contract.
4. The Supplier hereby declare that they will not raise any claims regarding costs of performance of the Supplies or for underestimating the payment for the performance of the Supplies and other obligations under the Contract, including in the event of a change in the dates of execution of the subject of the Contract. The Supplier also waive any claims in the event of a change in business relations which the parties did not foresee when concluding the Contract. In addition, the Supplier declare that they have visited the construction site, familiarized themselves with the construction site development plan and the terms of Supplies, availability of materials and took into account all those circumstances and other risks before signing this Contract.
5. It is assumed that the remuneration covers all the circumstances connected with the location, the particular characteristics of the Development Project and its due dates and covers all Supplier's expenses, costs and liabilities – without the possibility to make any claims against the Employer.
6. The Employer shall have the right to change the scope of Supplies by additional, alternative or omitted Supplies, including the right to resign from the performance of the Supplies. The payment for the delivery of the subject of Contract shall be changed proportionately to the changed scope of the Supplies in accordance with Appendix No. 6 or the procedure described in paragraph 7, and the Supplier shall not make any claims in connection with the reduction.
7. Changes in the scope of the Supplies shall require a written order from the Employer - under pain of nullity. A binding order must be issued before the commencement of implementation of changes and shall be signed by persons authorised to contract financial obligations in the name of the Employer. Following a written request for a quotation issued by the Employer, the Supplier shall be obliged to submit within 7 days from the receipt of such a request its quotation including attachments allowing for its verification. The Supplier shall grant the Employer a discount in the amount in accordance with the **Special Conditions of Contract** from the amount of the price breakdown (or a different type of price estimation) accepted by the Investor. Any changes to the scope of Supplies shall require consultations regarding the time of their implementation. The Supplier shall not be entitled to receive payment for additional or alternative Supplies performed by the Supplier without an order or for works executed without permission in a manner inconsistent with the Contract. At the request of the Employer such Supplies should be removed by the Supplier in reasonable time set by the Employer under threat of removing them by the Employer at the expense and risk of the Supplier.
8. In addition to the obligations specified in the Contract, Supplier's remuneration, including unit prices of the individual Supplies, shall cover all the services, activities and works which have not been specified therein but are deemed to be necessary for the execution of the subject matter of the Contract in accordance with the intended use of the Development Project and best building practices.

9. The Table of Integrated Unit Prices or Bill of Quantities (Appendix No. 6) does not mean that the Contract shall be accounted for on the basis of actual quantities and does not constitute the basis for changing the lump-sum character of the Contract and the amount of remuneration set forth in section 1 of the present clause. Nevertheless, the Supplier shall provide a detailed cost estimate or other breakdown of the Supplier's remuneration at the request of the Employer. The information contained in the Table of Consolidated Unit Prices or Cost Breakdown shall be the reference point for the Parties in the case of:

- 1) preparation of monthly Supply Progress Certificates and making payments on the basis of such reports,
- 2) estimation of the cost of the scope of the Supplies.

10. If the Investor or any other person, in connection with the execution of this contract, makes direct payments to the Supplier, the amount of the Employer's obligation towards the Supplier shall be remitted by the amount of such payment.

11. The Supplier shall remain obliged to remove defects omitted in any of the Supply Progress Certificates or the Final Supply Certificate, even those that should have been disclosed in the course of inspection activities with the required due diligence. In this respect, the provisions of Art. 563 §1 and §2 of the Civil Code shall not apply.

KLAZULA 7. PAYMENTS

1. A basis for issue of the Supplier's invoice covering the contract price payable to the Supplier under the contract for a partial execution of the Supplies and for making a payment shall be a Supply Progress Certificate or in the case of a final invoice a Final Supply Certificate and a Final Settlement according to Appendix No. 4 to the Contract, signed jointly by the Employer and the Supplier. A Supply Progress Certificate or where appropriate the Final Supply Certificate and the Final Settlement must be enclosed with the original of the invoice, otherwise the invoice will be returned.

2. The Supplies performed by the Supplier for which the Supplier will receive payment in accordance with the Contract, must be consistent with the requirements set forth in the Contract. In any other case, in particular in the case of delays

in the Supplies with respect to the completion dates agreed in accordance with the Contract or low quality of the Supplies, the Employer shall be entitled to retain such part of Supplier's payment, including the suspension of invoice payment, which will be sufficient to cover the costs of remedying such a defect or executing the Supplies delayed by the Supplier by the Employer or any third person. The Employer shall be entitled to suspend payment of the contract price to the Supplier until the rectification of a defect or the completion of the delayed Supplies. The value of the retained amount of payment to the Supplier shall be agreed jointly by the Parties, and in case when no agreement has been reached within 3 days of notifying the Supplier of the grounds for the suspension, the value will be defined unilaterally by the Employer, of which the Supplier shall be notified. The Supplier agrees that they shall not pursue any claims in connection with the situation described in the previous sentence. The Employer shall also be entitled to suspend payment of Supplier's remuneration in the event of receipt of a notification from the Supplier's sub-suppliers of any arrears in the payment of Supplier's liabilities.

3. The Supplier, based on the Supply Progress Certificate, and in case of the final invoice (the last part of Supplier's remuneration) - based on the Final Supply Certificate and the Final Settlement (in accordance with Appendix No. 4), shall issue a single collective invoice at the end of a calendar month and deliver it to the registered office of the Employer and such an invoice shall cover Supplies made within one construction project in a given month. Partial invoicing will be performed once in a month – by the 7th day of each month. The Supplies shall indicate in the content of his invoiced the Contract and the Development Project to which the invoice refers.

4. Invoices under the Contract shall be paid by transfer to the Supplier's bank account printed on the invoice and in the list of entities registered as VAT payers referred to in art. 96b of the Act of 11 March 2004 on tax on goods and services, kept by the Head of the National Tax Administration (<https://www.podatki.gov.pl/wykaz-podatnikow-vat-wyszukiwarka>), in the split payment mode resulting from regulations regarding the tax on goods and services (VAT). If the Supplier's bank account number printed on the invoice is not listed in the above list of entities on the day of ordering bank transfer by the Employer, the Employer shall make payment to any other bank account of the Supplier included on the day of ordering the transfer in the above list

of entities or shall suspend payment until the bank account is presented in the list. If the Supplier does not have any account recorded in the list of entities registered as VAT payers referred to above, the Employer may refuse payment. The Employer shall not be responsible for delay in payment if Supplier's account (or the account of the entity to which the Supplier has transferred or assigned receivables) is not included in the list of bank accounts referred to above, and in the event that the Supplier has indicated another incorrect bank account. The above rules apply to payment of Supplier's remuneration expressed in a currency other than Polish zloty (foreign currency), where the amount corresponding to the VAT amount will be payable in Polish zlotys, and only the amount corresponding to the net amount will be payable in that currency to the relevant bank account printed on the invoice and included in the list referred to above. The Employer may refuse to pay the entire amount due if the list referred to above does not contain at least one of the relevant accounts (in Polish zlotys or in a relevant foreign currency). The term of payment shall be calculated from the date of the delivery of the invoice to Employer's registered seat located at 32 Domaniewska St. in Warsaw, receipt and acceptance of the invoice issued in accordance with this Contract which will be accompanied by all the required documents, in particular the originals of the certificates specified in Clause 7.1. In the contents of the invoices the Supplier shall include the number of the Development Project (construction site) specified in Clause 1.2 of the **Special Conditions of Contract** and other term of payment specified in writing by the Employer – in accordance with the **Special Conditions of Contract**.

5. The Supplier may apply for an earlier payment of an invoice, i.e. within a period shorter than specified in Clause 7.4, and the Employer may grant such a consent in writing. In such a situation the Supplier shall grant the Employer a discount in the following amount:
 - 1) for shortening the time for payment by 1 to 6 days - a discount in the amount of 0.5% of invoice value
 - 2) for shortening the time for payment by 7 to 14 days - a discount in the amount of 1.0 % of invoice value
 - 3) for shortening the time for payment by more than 14 days - a discount in the amount of 1.5 % of invoice value
6. In case when Employer's Representative agrees for an earlier payment, the Supplier shall:

- 1) indicate in the contents of the invoice a discount reducing the value of the payment for the execution of the Works,
 - 2) issue an invoice pursuant to Clause 7.5 from which a shortening of the term of payment will follow,
 - 3) enclose a copy of Employer's Representative's acceptance with the Invoice.
7. Date of payment shall be the date of filing a money transfer order by the Employer with his bank.
 8. The Supplier hereby declare that the company is a VAT payer. If the Supplier issues an invoice incorrectly, the Employer may return the invoice to the Supplier for correction or to issue a new proper invoice. The Supplier shall perform the above activities within 14 days of being notified by the Employer of the above irregularities. If, despite the Employer's comments, the Supplier fails to issue a correct invoice and/or correct it, and as a result of tax proceedings, tax inspection or control proceedings, tax authorities have challenged the correctness of tax settlement by the Employer taking into account that invoice, the Supplier shall be charged by the Employer with the equivalent of the tax arrears established by the authorities and interest on that arrears.
 9. The Supplier hereby agrees to transfer the remuneration due to the Supplier to Supplier's contractors and to classify such transferred amounts as remuneration due to the Supplier. The Employer shall not be bound by an assignment until it becomes effective. At the moment of effecting payment by the Employer for a Supplier's contractor, irrespective of the date of signing of a Supply Progress Certificate or Final Supply Certificate, the Employer shall become owner of all the services performed by such a contractor, without any charges for the benefit of any third parties. The Supplier shall be responsible before the Employer for the effectiveness of the aforementioned Employer's rights, in particular for ownership right transfer in accordance with the previous sentence.

CLAUSE 8. WARRANTY DEPOSIT

1. The Supplier shall be obliged, not later at the date of payment of each invoice, but not later than within 14 days of its issuance, to make a payment related to establishing a security of contract performance and rectification of defects in

the Supplies to Employer's bank account run by bank Societe Generale, account number 11184000072210706008101619, of a warranty deposit in the amount specified in the **Special Conditions of Contract** of the value of each invoice issued by the Supplier. In case when such a payment has not been made within the above time limit, warranty deposit shall be deducted by the Employer from the amounts to be paid to the Supplier, in particular from any amounts due on the basis of invoices, by the date of payment of which the Supplier was expected to pay a warranty deposit. The deduction will take place without the need to submit additional statements to which the parties hereby agree. The warranty deposit established in accordance with this Clause, in the part not deducted from payments to be made to the Employer, shall be returned to the Supplier in the following manner:

- 1) in the amount pursuant to the **Special Conditions of Contract** - after Final Acceptance of the Development Project by the Investor,
 - 2) in the amount in accordance with the **Special Conditions of Contract** - after the lapse of the warranty and guarantee periods pursuant to Clause 11.1 and rectification of all defects.
2. The warranty deposit retained for the warranty period may be replaced, following a written approval of Employer's Representative, with an unconditional, irrevocable and payable on first demand bank or insurance guarantee in an amount corresponding to the retained warranty deposit. The content of the bank guarantee requires a prior acceptance of the Employer. In justified cases the Employer may allow the Supplier in writing, under pain of nullity, to replace the bank guarantee with an agreed insurance guarantee.
 3. Payment of the Supplier's remuneration under this contract less the amount deducted as warranty deposit constitutes a due fulfilment of the obligation to pay remuneration. If the warranty deposit is not released by the Employer, the Supplier shall be entitled to file a claim for refund of the security against the Employer and not for payment of remuneration under the Contract against the Investor and the Employer.

CLAUSE 9. LIABILITY

The Parties hereby agree that remedying damages resulting from the non-performance or improper per-

formance of contractual liabilities shall be done by payment of liquidated damages or contractual penalties in the cases referred to in the present Contract and by payment of a compensation in excess of the amount of liquidated damages up to the actual amount of damage. In particular, if the Employer has suffered damage (e.g. as a result of payment of liquidated damages to the Investor) for reasons for which the Supplier is responsible at least partially, the Supplier shall be obliged to remedy the damage in full.

1. The Supplier hereby agrees to pay the following liquidated damages to the Employer:
 - 1) for a delay in the completion of the subject of the Contract – in an amount set forth in the **Special Conditions of Contract**, payable per each day of delay with respect to the date for the completion of all the Supplies under the Contract,
 - 2) for a delay in the achievement of the intermediate dates set forth in the Contract – in an amount specified in the **Special Conditions of Contract**, payable for each day of delay with respect to the agreed Milestone dates,
 - 3) for a delay in remedying the defects disclosed during acceptance inspection or in the guarantee or warranty period - in the amount set forth in the **Special Conditions of Contract**, payable for each day of delay counted from the date specified in the Contract as the final date for remedying the defects,
 - 4) for termination of the Contract as a whole or in part by the Employer for reasons attributable to the Supplier – in an amount set forth in the **Special Conditions of Contract**,
 - 5) for a failure to achieve any of the provisions of clause 3.1, or in the case of a delay in the submission of any of the documents listed in Clause 3.4, after a prior written one-off admonition by Employer's Representative – in an amount specified in the **Special Conditions of Contract**, whereas in the case of a delay in the submission of the documents listed in Clause 3.4 the above mentioned amount of liquidated damages shall be charged for each day of delay.
 - 6) for commissioning the performance of the Supplies in whole or in part to a third person in connection with the rectification of defects in the Supplies in Supplier's place - in an amount as per the **Special Conditions of Contract**.

- 7) for a delay in delivery of the Supplier's statement as referred to in Clause 5.2 in accordance with Appendix No. 7, in the amount specified in the **Special Conditions of Contract**, for each day of delay

In any case when the value of the damage exceeds the amount of liquidated damages under the Contract, the Employer shall be entitled to seek compensation for the suffered damage exceeding the value of liquidated damages, in the full value of the damage, in particular the Supplier shall pay the difference between the expenses incurred for the execution of the Works in substitution of the Supplier and the price specified in the present Contract. Liquidated damages shall be charged irrespective of Contract termination and shall accumulate.

2. The Employer shall pay the Supplier:
 - 1) for a delay in payment of an invoice exceeding 7 days – penalty interest equivalent to 6-month WIBOR, in accordance with the table “Złotówkowe Depozyty Międzybankowe (Inter-Bank Deposits in Zlotys)” published in the Rzeczpospolita daily,
 - 2) for termination of the Contract for reasons attributable to the Employer – a penalty in an amount set forth in the **Special Conditions of Contract**.
3. The Employer shall be entitled to deduct any liabilities it is entitled to receive from the Supplier, in particular for compensation and liquidated damages, from each liability, also not resulting from the present Contract, which the Supplier is entitled to receive from the Employer.

CLAUSE 10. TERMS AND CONDITIONS OF CONTRACT TERMINATION

1. The Supplier shall be entitled to terminate the non-executed part of the Contract in the case when:
 - 1) the Employer persistently refuses to take over a Supply without a good reason,
 - 2) the Employer persistently refuses to pay for the performed Supplies without a good reason.
2. The Employer shall be entitled to terminate the Contract as a whole or in part in the case when:

- 1) Execution of the Contract is not in Employer's interest, the contract with the Investor for the execution of the Development Project has been terminated or any Party to that contract has withdrawn from it. In that case the Supplier may only request payment for Supplies performed by the moment of contract termination and confirmed by the Building Supervision Inspector and the Employer on the basis of the Supply Progress Certificate as correctly executed works.
- 2) The Supplier has stopped provision of the Supplies for a period longer than 1 day without Employer's Representative's consent or the delays in the performance of the Supplies amounts to more than 7 days after any of the agreed dates for all the Supplies or their part,
- 3) The Supplier do not perform their obligations under the Contract, in particular the Supplier perform the Supplies in an improper manner,
- 4) The Supplier have not submitted one of the securities specified in Clauses 3.3 or 8 of the Contract or has submitted them in an incorrect form or amount,
- 5) Circumstances have occurred which are referred to in Clauses 5.7 or 11.7.
- 6) A bankruptcy petition has been filed in relation to the Supplier or recovery or liquidation proceedings have been initiated in relation to the Supplier, or enforcement proceedings or proceedings to secure claims are in progress in relation to Supplier's assets, or Supplier's economic situation has significantly worsened, in particular the Supplier delays payment of its liabilities, and also when a resolution or other decision was made to dissolve or liquidate the Supplier.
- 7) The Investor for a good reason has requested from the Employer to prevent the Supplier from the execution of the Development Project or to remove them from the construction site.

3. Contract termination shall have an ex nunc result unless the Supplies effected until the termination, in Employer's opinion, cannot be used in accordance with their intended purpose. Within 30 days after Contract termination the already executed Supplies should undergo a survey covering among others the supplied materials which the Employer might use for further works. The performed Supplies shall be settled after the lapse of the warranty and statutory guarantees periods,

i.e. after the calculation by the Employer of all the costs, including the possible damage, resulting from Contract termination. Termination of the Contract may be effected by the time of lapse of the quality warranty and statutory guarantee periods.

4. Irrespective of Contract termination the following obligations remain in force: Supplier's obligations under the quality and statutory warranty for the performed Supplies, provisions on the Supplier's liability, including the obligation to pay contractual penalties, contractual provisions regarding the securities established by the Supplier (Clause 8) and provisions of Clause 3.6.

CLAUSE 11. WARRANTY, GUARANTEE, DIS-CLOSURE AND REMEDYING OF DEFECTS

1. The Supplier hereby grants to the Employer a quality guarantee and warranty for the Supplies. The quality warranty and statutory guarantee (*rekojmia*) periods shall commence on the date of Supply acceptance and shall end upon the lapse of the period specified in the **Special Conditions of Contract** after the Final Development Project Acceptance and issuance of an occupancy permit. The warranty and statutory guarantee periods for the Supplies shall be extended by the period from the disclosure of a defect to the date of its effective rectification, in case of replacement of parts or all of the Supplies the period will re-start from the beginning. A defect will not be considered to have been effectively rectified if it has reoccurred within a period of 6 months from the last attempt to rectify such a defect.
2. The Employer's Representative is obliged to inform the Supplier in writing or by fax of any failure or occurrence of a defect (i.e. a defect or any other irregularity with a sudden character posing a risk to human life, health or property and requiring immediate preventive measures). A telephone notification of a failure or defect shall be effective if it is subsequently confirmed in one of the ways indicated above.
3. The Supplier is obliged to give a reply in writing to Employer's Representative within 1 business day counting from the date of receipt of such a notification by the Supplier, concerning the date of remedying a defect and that date should be agreed with Employer's Representative, however the term shall not be longer than 7 (seven) days from the date of notifying the Supplier of the above circumstance, unless the Employer agrees to a longer term. The Parties agree that defects which make it difficult or impossible to use the building or its part in accordance with its intended use or violating safety requirements will be immediately rectified by the Supplier. In case of a notice of failure the Supplier shall be obliged to immediately take preventive measures and rectify the defect.
4. In case when the Employer and the Supplier have not set the date by which a defect is to be removed or when the Supplier has not given a reply within the time limit set in point 3, then Employer's Representative alone will set the time limit for removing the defect and the Supplier shall accept that date without reservations and shall be bound by it. Works connected with the rectification of defects will be carried out depending on the needs of the Employer or the Investor also outside the working hours of the Supplier. Commencement and completion of repair work should be confirmed by the Supplier in writing.
5. The Supplier shall, within the time limits set in points 3 or 4 of the present Contract, rectify at his own expense all and any defects which may occur during the warranty and statutory guarantee periods and also rectify, repair or replace any faulty element of the Supplies performed not in accordance with the present Contract, irrespective of the inspection and taking over of the Supplies. Dostawca zobowiązany będzie do naprawienia lub usunięcia wszelkich szkód będących następstwem awarii, wad lub niezgodności Dostaw z Umową. Usunięcie awarii, wady lub niezgodności z Umową powinno być stwierdzone protokołarnie.
6. In the event of the Supplier's failure to fulfil the obligations under the present paragraph, the Employer shall have the right to rectify defects or faults or omissions in Supplier's substitution (it is not required to obtain a prior authorisation from a Court) and charge the Supplier with the costs incurred in connection with such a rectification plus a 15% commission, and the Supplier hereby agrees to the above. Removal of a defect by a substitute contractor or the fact that the Employer has made changes in the Supplies do not release the Supplier from liability for the provided quality warranty and statutory guarantee.
7. In case when it is impossible to remedy defects in the Supplies or when according to the Employer's assessment it is aimless or difficult to

fix them, the Employer shall be entitled, without prejudice to his other rights under the Contract, at his discretion, to:

1. reduce the Supplier's remuneration,
 2. terminate the Contract in case when the defects make it impossible to or difficult to use the delivered Materials.
8. In case when users' safety or Employer's or Investor's property are affected as a result of occurrence of a defect or failure, the Employer shall have the right to perform the necessary work or employ a third party contractor at the expense and risk of the Supplier in order to remedy such a threat to safety or a defect without the need to obtain a prior authorisation from a Court. In this case the Employer shall be obliged to immediately notify the Supplier of the above.
9. In case of charging the Supplier in connection with the present Clause, the costs shall be accounted for in the basis of a note, invoice or final settlement. The Supplier hereby agrees to be issued a note or an invoice without his signature. The Employer shall be entitled, in order to deduct its liability, to use the warranty bond, Contract performance security and other forms of security provided by the Supplier or to deduct the payment from any amounts payable to the Supplier, or to make a claim for cost reimbursement by treating them as debt.
10. In order to confirm the provided quality guarantee for the Works, the Supplier shall issue a guarantee document whose provisions must not be different from the provisions of the Contract, in the case they are more favourable for the Employer. The submission of a Warranty Card (in two copies) shall be the condition for signing the Final Supply Certificate. The Supplier is also obliged to transfer to the Employer warranty cards issued by the manufacturers of the Supplies. The warranty granted by the Supplier is independent of the warranties granted by Supply manufacturers.
11. The Supplier shall each time include in Contracts with Sub-suppliers the provision that the Employer is entitled to directly execute the rights and claims under the quality warranty and statutory guarantees provided by such Sub-suppliers.
12. The above provisions do not limit Employer's rights with respect to the statutory guarantee (*rekojmia*) in accordance with the provisions of the Civil Code. To the extent not covered by

this clause, the provisions of the Civil Code shall apply.

13. At the request of the Employer, the Supplier will participate in periodic inspections of the Development Project. Defects revealed in the course of such inspections shall be considered as reported to the Supplier.

CLAUSE 12. ANTI-CORRUPTION CLAUSE

1. As part of the performance of this contract, the Supplier undertakes to strictly comply with applicable law prohibiting any corrupt practices, including: undertaking or promising to provide financial or personal benefits to a person performing a public function in connection with performing this function, public officials and private individuals, payable protection, money laundering, in accordance with applicable law.
2. The Supplier undertakes to create and implement all necessary and reasonable policies and measures to prevent any corrupt practices.
3. The Supplier declares that, to his knowledge, his legal representatives, managers, employees, agents, subcontractors and any person or entity providing services to or on behalf of the Supplier in accordance with this Contract at the time of conclusion of this Contract, as well as throughout the entire duration of this Contract, they will not propose, give, consent to the giving, grant, apply for or accept, directly or indirectly, money or any other valuable things, or grant benefits or gifts to any person, company or entity, in particular any official or public employee, political party representative, candidate for public office, person in any legislative, administrative or judicial position in any state, public agency or public company, official of an international public organization, with a purpose of exerting corruptive influence on their public activities or the purpose of remuneration or causing improper performance of functions or activities by any person in order to achieve or maintain any services for the Employer or to gain an advantage during the performance of services for the Employer.
4. In addition, the Supplier undertakes to ensure that neither the Supplier nor any of its legal representatives, managers, employees, agents, subcontractors and any person performing services

for or on behalf of the Employer under this contract were and are not placed on any list in any register kept by government agencies, as a person excluded, suspended, submitted for suspension or exclusion, or otherwise ineligible to participate in public procurement award procedures.

5. The Supplier undertakes to keep, for an appropriate period after the termination of this Contract, appropriate documentation confirming compliance with the provisions of this clause.
6. The Supplier is obliged to notify the Employer of any breach of this clause without undue delay, at the latest within 7 days.
7. In the event the Employer notifies the Supplier of a reasonable suspicion that the Supplier has violated any provision of this clause: (1) The Employer is authorized to suspend the execution of this Contract with immediate effect for as long as the Employer deems necessary to investigate the situation, without causing any liability or liability to the Supplier for such a suspension; (2) The Supplier is required to take all reasonable steps to prevent the loss or damage of any documented evidence in relation to the situation examined.
8. If the Supplier breaches the provisions of this anti-corruption clause: (1) The Employer is entitled to withdraw from this Contract without notice, and Supplier shall not be entitled to any claims in this respect, (2) The Supplier shall be obliged, to the maximum extent permitted by law, to repair the damage suffered by the Employer, to pay compensation and to cover the expenses incurred by the Employer as a result of the breach.

CLAUSE 13. COPYRIGHTS, PATENTS AND LICENSES

1. Without prejudice to the above provisions, the Supplier hereby grants to the Employer a non-exclusive license ("License") to use in the full extent any supplier's and other intellectual property rights created or necessary in connection with the Supplier's obligations

- under this Contract Agreement, for the purposes of: (1) obtaining any permits (including administrative decisions and permits, approvals and similar acts of competent authorities or entities) that the Employer will obtain in connection with the operation, functioning, maintenance and preservation of the Development Project together with related software (2) continuing the construction, operation and maintenance of the Development Project and the supply, operation, maintenance and preservation of the equipment along with the related software after the Contract Agreement has been terminated by the Party, (3) training of the users of the Development Project in its servicing or maintenance, (4) introducing alterations or adaptation of a Development Project, (5) operation, functioning, maintenance and preservation of the Development Project, (6) disposal and adjustments of other equipment elements along with software, (7) disposal or liquidation of the Development Project.
2. To the extent to which the use of the software will be necessary for the performance of the Contract or the operation, functioning, maintenance, preservation and conservation of the Supplies, the Supplier undertakes, prior to installing such software, to obtain a non-exclusive right to use the software for the Employer. At the moment of installation of software in the facility or in any devices included in the facility, the Supplier authorizes the Employer to use the software together with all its elements to the extent described in this clause 13 in the following fields of use: (i) permanent or temporary reproduction of the software, in whole or in part, by any means and in any form (no additional consent of authorized reproduction for the purposes of entering, displaying, using, transferring or storing software), (ii) adapting or changing the layout in the software, (iii) making available to third parties on the terms set out in this Contract Agreement. To the extent that the software includes works protected by copyright other than computer programs, the Supplier authorizes the Employer to use them with an appropriate application of the provisions of the Contract Agreement regarding the License. For this purpose, the Supplier will provide the Employer with software (including external media) with all codes / product keys allowing for full system administration, including making changes, restoring original settings, system backups and recording

- events, copies of driver configuration software, etc.
3. The license is granted for the period of operation of the Development Project, however, not longer than for the period of protection of appropriate intellectual property rights, including for the period of proprietary copyrights, protection granted by the competent office for industrial property and protection of confidential know-how. The period of notice of the License is forty (40) years, with effect at the end of the calendar year, whereby the Supplier undertakes not to terminate the License without a good reason.
 4. The copyright license includes the use of copyright objects covered by it. The license authorizes the Employer to make available to third parties the documentation of the Supplier and other objects of intellectual property rights included in the Supplies for the purposes listed in clause 13.1 under a sublicense or equivalent right, also in case of termination of the Agreement by the Party. The Employer is entitled, without the consent of the Supplier, to transfer the rights and obligations under the License and other intellectual property rights granted to him pursuant to the Agreement to a third party, including the Investor for the Development Project, in a relevant scope.
 5. To the extent that the Supplier will not be able to grant to the Employer an appropriate right to use the intellectual property goods being the subject of the Supplies, in particular due to contractual or statutory restrictions, including in particular the prohibition of further sub-licensing of the patented invention provided for in Article 76 of the Industrial Property Act of 30 June 2000 (consolidated text: Journal of Laws of 2003, issue 119, item 1117, with later amendments), the Supplier shall ensure that a competent entity authorized to exercise the rights shall give the Employer in a valid and effective manner an appropriate authorization to use those goods, in accordance with the rules provided for the License, at no additional cost to the Employer.
 6. The Supplier shall hold the Employer and the Investor harmless and indemnify them against any claims resulting from a violation of patent rights, reserved design, copyrights, trademarks or other intellectual property rights if the basis of such claim or proceedings is a design, construction, technology of manufacturing or use of the structures executed as part of the Supplies, unless such a violation (or accusation of violation) resulted from the use of a part (or the whole) of the Supplies for a purpose other than the purpose set forth in the Contract of other purpose indicated therein in a manner allowing for its identification;
 7. The Supplier shall be notified of any claims made against the Employer or Investor referred to in this Clause 13. The Supplier shall have the right to negotiate settlements in respect of claims at its own expense and participate in any court proceedings - or arbitration proceedings arising from them, provided that the Supplier shall acknowledge in writing its liability towards the Employer for a claim which it is obliged to accept under the exemption from liability granted in this clause and shall provide the Employer with a reasonable security demanded by it. The Supplier shall keep the Employer informed of the progress of the negotiations or court or arbitration proceedings.
 8. With the exception of a situation when the Employer has agreed to use a different solution, the Supplier shall not have the right to make any declarations confirming the acceptance of any liabilities which might have negative consequences to the Employer, before the Supplier has provided the Employer with a reasonable security required by the Employer. The value of the security will be established on the basis of the compensation, fees and costs which the Employer may pay and resulting from the hold harmless provision included in the present Clause.
 9. The Supplier shall provide the Employer at its own expense with all assistance in resolving claims, including actions in relation to claims for infringement of copyrights.

CLAUSE 14. ADDITIONAL PROVISIONS

1. The Supplier shall be unconditionally obliged to keep trade secrets in the period of 10 years fol-



lowing the conclusion of the Contract, irrespective of its execution, termination or expiration.

2. The Supplier shall not subcontract any part of the Supplies without a prior written consent of the Employer. A conclusion of a subcontract by the Supplier (even with the consent of the Employer) does not relieve the Supplier of any liability for a proper performance of the Contract.
3. The Representatives of the Parties hereby declare that they are duly authorised to sign the Contract.
4. If any part of this agreement is deemed invalid or otherwise defective, the remaining part of this agreement shall remain in force (severability clause).
5. The Supplier has received orders and instructions referring to the object of the present Contract, in particular those listed in the **Special Conditions of Contract**. The Parties confirm by concluding the present Contract that it replaces the orders granted and that it constitutes a regulation of the mutual relationship to the extent corresponding to the subject of the Contract.
6. The Employer informs the Supplier that he has the status of a large entrepreneur within the meaning of the Act on counteracting excessive delays in commercial transactions. Personal data of the representing persons, employees and associates of the party with whom the contract is concluded, which is transferred in connection with the signed Contract and as part of business relations, in particular for the purpose of enabling business contacts related to the implementation of the concluded contract, is processed in accordance with the EU Regulation 2016/679 of 27 April 2016. Detailed rules for the processing of personal data by the data controller (Warbud SA) can be found on the website: www.warbud.pl.
7. Any disputes which may arise in connection with the execution of the present Contract shall be settled by an Arbitration Court of the Private Employers' Confederation "Lewiatan" in Warsaw pursuant to the regulations of this court, with the exclusion of claims connected with bills of exchange and cheques, which shall be settled by a Court of Law competent for the Employer.
8. The addresses of the Parties presented in the Contract Agreement are hereby confirmed to be valid and binding for any communication between the Parties. In case of change of the ad-

dress, the Party is obliged to inform the other Party of that circumstance in writing (with receipt confirmation), under pain of treating all deliveries to the previous address as effective.

9. Any changes and additions to the Contract require a written permission of both parties in the form of an annex to the contract under pain of nullity, with the exception of the changes of the intermediate dates specified in Clause 4.2 pursuant to the terms and conditions of the Contract.
10. The Contract shall be governed by and construed in accordance with Polish law.

EMPLOYER

SUPPLIER