

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR THE DESIGN WORKS
IN THE QEMETICA GROUP**

TABLE OF CONTENTS:

- §1. DEFINITIONS
- §2. GENERAL PROVISIONS
- §3. STATEMENTS OF THE CONTRACTOR
- §4. CONTRACTOR'S OBLIGATIONS
- §5. SUBCONTRACTORS
- §6. OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTY
- §7. TIME LIMIT FOR COMPLETION OF THE CONTRACT
- §8. AUTHOR'S SUPERVISION
- §9. REMUNERATION
- §10. INVOICING AND PAYMENT CONDITIONS
- §11. INSURANCE
- §12. ADDITIONAL, REPLACEMENT AND ABANDONED WORKS
- §13. ACCEPTANCE
- §14. GUARANTEE
- §15. CONTRACTUAL PENALTIES
- §16. LIABILITY
- §17. WITHDRAWAL FROM THE CONTRACT
- §18. ASSIGNMENT
- §19. SECURITIES
- §20. CONFIDENTIALITY
- §21. INTELLECTUAL PROPERTY
- §22. FORCE MAJEURE
- §23. GOVERNING LAW AND DISPUTE RESOLUTION
- §24. REPRESENTATIVES OF THE PARTIES
- §25. GPRD
- §26. FINAL PROVISIONS

§1. DEFINITIONS

The terms written in capital letters in the agreements, of which these General Terms and Conditions of the Contract for Design Works in the QEMETICA Group constitute an integral part, have the following meanings, where defined terms have the appropriate meaning when used in the singular or plural:

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| "CONTRACT DOCUMENT" | means a document made in writing or electronic form, titled "CONTRACT" or "Order", signed by both PARTIES, which together with Attachments specified therein constitutes the CONTRACT; |
| "STAGE" | means an element of the DESIGN specified in the schedule which forms an Appendix to the AGREEMENT and includes a complete set of papers, documents, permits and tests reports, for a given scope of works; |
| "QEMETICA Group" | QEMETICA S.A. with its registered office in Warsaw and companies for which QEMETICA S.A. is a parent company within the meaning of the Act of 15 September 2000, Code of Commercial Companies (consolidated text: Journal of Laws of 2020, item 1526, as amended), including the CONTRACTING PARTY and all entities that are affiliated entities to QEMETICA S.A. within the meaning of that Act; |
| "CONFIDENTIAL INFORMATION" | means information specified in § 20 of the GT&C; |

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| <p>“Contractual Clauses of the QEMETICA Group”</p> <p>“AUTHOR’S SUPERVISION”</p> | <p>means anti-corruption regulations and the the QEMETICA Group’s Business Partner Code together with the information clause required by the GDPR;</p> <p>means activities exercised by the author of the DESIGN during execution of the SUBJECT OF THE CONTRACT as indicated in the CONTRACT, according to the requirements of construction legislation;</p> |
| <p>“PARTIAL ACCEPTANCE”</p> | <p>means the acceptance by the CONTRACTING PARTY of part of the SUBJECT MATTER OF THE CONTRACT performed by the CONTRACTOR, which may be against payment if the CONTRACT states so; PARTIAL ACCEPTANCE shall not mean the confirmation of the proper performance of the given part of the SUBJECT MATTER OF THE CONTRACT;</p> |
| <p>“FINAL ACCEPTANCE”</p> | <p>means acceptance of the completed SUBJECT MATTER OF THE CONTRACT, which confirms the completion of all the contractual obligations of the CONTRACTOR, except for those obligations arising from the quality guarantee and warranty, as confirmed by both PARTIES in the FINAL ACCEPTANCE protocol;</p> |
| <p>“GENERAL TERMS AND CONDITIONS” or “GT&C”</p> <p>“GUARANTEE PERIOD”</p> | <p>AND means these GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR DESIGN WORK IN THE QEMETICA GROUP;</p> <p>means the period of quality guarantee granted for the SUBJECT MATTER OF THE CONTRACT, counted from the date of the FINAL ACCEPTANCE, in which the SUBJECT MATTER OF THE CONTRACT must represent the quality as required in the CONTRACT and meet the requirements stipulated by law in force;</p> |
| <p>“SUBCONTRACTOR”</p> | <p>means the entity to which the CONTRACTOR entrusts the performance of part or the whole SUBJECT MATTER OF THE CONTRACT;</p> |
| <p>“DESIGN”</p> | <p>means a set of documents, created by the CONTRACTOR in connection with the performance of the SUBJECT MATTER OF THE CONTRACT and submitted to the CONTRACTING PARTY; as well as each document or separate part thereof and its copy given to the CONTRACTING PARTY. If the Contract does not specify otherwise, the DESIGN includes in particular: a building design within the meaning of construction legislation, technological projects and technical engineering designs, workshop drawings, manuals, and other materials developed for the needs of the CONTRACT in accordance with the legislation, in particular with construction legislation and the requirements for the investments specified in the CONTRACT. ‘As-built’ documentation is excluded from the scope unless otherwise stated in the Subject of the Agreement;</p> |
| <p>“SUBJECT MATTER OF THE CONTRACT”</p> | <p>means the execution by the CONTRACTOR of the DESIGN specified in the CONTRACT, described in the Attachment and commissioned to the CONTRACTOR to be performed under the CONTRACT, along with services such as the provision of consulting and pre-design services, exercise of AUTHOR’S SUPERVISION, valuation of investment costs;</p> |
| <p>“PARTIES” or “PARTY”</p> | <p>means the CONTRACTING PARTY and the CONTRACTOR jointly or individually;</p> |
| <p>“CONTRACT”</p> | <p>means the contract concluded by the PARTIES, for the performance of the SUBJECT MATTER OF THE CONTRACT specified therein, including the performance of the DESIGN and other services indicated in the CONTRACT for the implementation of the investment indicated therein, including the contract concluded through the order placed by the CONTRACTING PARTY and accepted for execution by the CONTRACTOR, which is subject to these GENERAL TERMS AND CONDITIONS; all provisions of the CONTRACT are included in the CONTRACT DOCUMENT and Attachments;</p> |
| <p>“DEFECT”</p> | <p>means (i) a physical defect in accordance with article 556’§1 of the Civil Code, also understood as any irregularity or shortage in the SUBJECT MATTER OF THE CONTRACT, including those related to the design, selection of devices or materials, causing in particular that the SUBJECT MATTER OF THE CONTRACT does not have all the properties that it should have due to the purpose of the CONTRACT or its intended use, or (ii) a legal defect of</p> |

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| | <p>the SUBJECT MATTER OF THE CONTRACT executed by the CONTRACTOR within the meaning of article 556³ of the Civil Code;</p> |
| "SUBSTANTIAL DEFECT" | <p>means a DEFECT that meets one or more of the following characteristics:</p> <ol style="list-style-type: none">1) it is irremovable or prevents or significantly hinders the uninterrupted use of the SUBJECT MATTER OF THE CONTRACT in accordance with the purpose and intended use and legal regulations,2) it is irremovable and due to which the SUBJECT MATTER OF THE CONTRACT, in a significant manner, differs from the assumed functional or aesthetic features,3) the cost of its removal exceeds in total 10% of the value of net remuneration specified in the CONTRACT; |
| "INSUBSTANTIAL DEFECT" | <p>means any DEFECT other than a SUBSTANTIAL DEFECT;</p> |
| "CONTRACTOR" | <p>means any document attached to the CONTRACT DOCUMENT, constituting an integral part of the CONTRACT;</p> |
| "GUIDELINES" | <p>mean preliminary architectural, structural, technological and/or functional assumptions, the details of which and the selection of specific solutions will constitute the next stage of design work;</p> |
| "Attachment" | <p>means any document attached to the CONTRACT DOCUMENT, constituting an integral part of the CONTRACT;</p> |
| "CONTRACTING PARTY" | <p>means the company within the QEMETICA Group specified in the CONTRACT as a PARTY.</p> |

§2. GENERAL PROVISIONS

1. The CONTRACT DOCUMENT signed by the PARTIES, together with these GENERAL TERMS AND CONDITIONS and the other Attachments constitute a uniform CONTRACT concluded by the PARTIES.
2. Any changes to these GENERAL TERMS AND CONDITIONS shall be binding upon the PARTIES, only where the clear reservations regarding any such changes to the GT&C have been expressed in writing in the CONTRACT DOCUMENT, otherwise null and void.
3. In the event of discrepancies between the provisions of the GENERAL TERMS AND CONDITIONS and the provisions of the CONTRACT DOCUMENT, the provisions of the CONTRACT DOCUMENT shall prevail.
4. The application of any contract templates and general terms and conditions of the CONTRACTOR is excluded.

§3. STATEMENTS OF THE CONTRACTOR

1. The CONTRACTOR declares that it has the authorisation, appropriate knowledge and experience necessary for the due and professional execution of the SUBJECT MATTER OF THE CONTRACT and that its financial situation, technical resources and access to qualified personnel enable it to fulfil the obligations arising from the CONTRACT.
2. The CONTRACTOR declares that it is familiar with the scope of the SUBJECT MATTER OF THE CONTRACT with all the circumstances and declares that it raises no objections to the SUBJECT MATTER OF THE CONTRACT, adopted solutions and requirements of the CONTRACTING PARTY.
3. The CONTRACTOR declares that it undertakes to perform the CONTRACT with due diligence, in accordance with principles of modern technical knowledge, applicable legal provisions and standards in this regard, and pursuant to arrangements made with the CONTRACTING PARTY.
4. The CONTRACTOR declares that it conducts its activities in accordance with the applicable law and that no restructuring proceedings are being carried out against it, nor has any application to declare its bankruptcy been filed, and that it is not in arrears with its obligations to the Social Insurance Institution or the Tax Office.

§4. CONTRACTOR'S OBLIGATIONS

1. The CONTRACTOR is obliged to carry out the DESIGN and exercise AUTHOR'S SUPERVISION and provide other services covered by the scope of the SUBJECT MATTER OF THE CONTRACT, in accordance with the CONTRACT, GUIDELINES, with due diligence, in accordance with the principles of modern technical knowledge, applicable legal provisions and standards in this regard, arrangements with the CONTRACTING PARTY and administrative decisions regarding the investment for which the DESIGN is dedicated.

2. The CONTRACTOR is obliged to obtain all documents necessary to conduct work on the DESIGN at all its stages, in addition to those provided or to be provided by the CONTRACTING PARTY in the future in accordance with the CONTRACT, in particular: ground conditions, maps for design purposes, connection conditions, technological standstill arrangements, development conditions, environmental or other decisions, if required.
3. The CONTRACTOR is obliged to keep the CONTRACTING PARTY informed about the activities related to the implementation of the CONTRACT that it performs or intends to perform.
4. The CONTRACTOR is obliged to obtain the CONTRACTING PARTY's approval for the prepared facility concept, land development design or other study in the initial phase of work on the SUBJECT MATTER OF THE CONTRACT. The CONTRACTOR declares that the above-mentioned acceptance will not constitute a direct basis for any claims of the CONTRACTOR against the CONTRACTING PARTY, in particular in the case of changes resulting at a later stage of arrangements and adaptation to legal provisions or guidelines of opinion-giving institutions.
5. The CONTRACTOR shall arrange the DESIGN with the CONTRACTING PARTY and with all institutions and authorities issuing technical, organizational conditions, consents, permits, approvals, and opinions, if such arrangements result from legal provisions, good engineering practices or are necessary to obtain all the acceptances by third parties, prior to the end of the work.
6. The CONTRACTOR shall provide the DESIGN with a list of studies and a written declaration of the completeness of the DESIGN, its compliance with the assumptions specified in the CONTRACT, applicable standards, legal regulations, principles of modern technical knowledge and that they are issued in a complete state due to the purpose they are intended to serve.
7. The CONTRACTOR is obliged to provide the CONTRACTING PARTY with the DESIGN referred to in the CONTRACT both in paper and electronic form in PDF and AUTOCAD formats in Polish, in the number of copies specified in the material scope indicated in the Attachment.
8. The CONTRACTOR is obliged, within 14 days prior to the final hand-over of the DESIGN, to submit the draft version of the DESIGN to the CONTRACTING PARTY for its opinion, and the CONTRACTING PARTY shall provide an opinion promptly but no later than within 10 business days from the date of receiving it from the CONTRACTOR. The positive opinion of the CONTRACTING PARTY referred to in the previous sentence does not exclude the CONTRACTING PARTY's claims against the CONTRACTOR in relation to the warranty, guarantee or improper performance of the CONTRACT.
9. The CONTRACTOR undertakes that if it turns out that any necessary for the proper implementation of the investment project for which the SUBJECT MATTER OF THE CONTRACT is being performed element of the DESIGN is missing, it will be performed as part of the remuneration for the SUBJECT MATTER OF THE CONTRACT, specified in the CONTRACT DOCUMENT.
10. The CONTRACTOR guarantees the completeness of the DESIGN and its compliance with the GUIDELINES, the CONTRACTING PARTY's requirements specified in the CONTRACT, applicable standards, legal regulations, principles of technical knowledge, and that it will be delivered to the CONTRACTING PARTY in a complete state due to the purpose it is to serve.
11. The CONTRACTOR ensures that the proposed solutions will meet the requirements, principles and standards of the Best Available Techniques (BAT).
12. The CONTRACTOR is obliged, at the request of the CONTRACTING PARTY and as part of the remuneration specified in the CONTRACT, to support the development of tender materials for the performance of construction and assembly works based on the DESIGN, as well as to provide an opinion on the offers of contractors for works related to the DESIGN, in the course of the negotiations carried out with them.
13. The CONTRACTING PARTY is entitled to express opinions and submit comments during implementation of the SUBJECT MATTER OF THE CONTRACT, and the CONTRACTOR cannot refuse to take into account the CONTRACTING PARTY's position without a justified reason.
14. Regardless of the comments and opinions submitted by the CONTRACTING PARTY, the overall responsibility for the performance of the SUBJECT MATTER OF THE CONTRACT rests solely with the CONTRACTOR. The CONTRACTOR liability for the DESIGN, provided for in this section, is excluded in the scope of solutions adopted at the request of the CONTRACTING PARTY and imposed after the conclusion of the CONTRACT despite the technically and technologically justified reservations of the CONTRACTOR, about which the CONTRACTING PARTY was informed in writing under pain of nullity.
15. The CONTRACTING PARTY has the right to reject the DESIGN if it is incomplete or inconsistent with the CONTRACT, applicable standards, legal provisions or principles of technical knowledge.
16. The CONTRACTOR will bear the costs of correcting any errors in the DESIGN and the resulting necessary repair works in the investment implemented on its basis.

17. The CONTRACTOR is responsible for DESIGN DEFECTS, as well as for any resulting delays in obtaining appropriate opinions, approvals, and permits.
18. The CONTRACTOR undertakes to prepare and provide the CONTRACTING PARTY with as-built documentation, provided that it is specified in the SUBJECT MATTER OF THE CONTRACT.

§5. SUBCONTRACTORS

1. The CONTRACTOR may subcontract the SUBJECT MATTER OF THE CONTRACT to subcontractors to the extent necessary to perform the CONTRACT, under the condition provided for in section 2 and 3 of this paragraph.
2. The CONTRACTOR may subcontract the performance of a part of the SUBJECT MATTER OF THE CONTRACT only to professional entities, having the appropriate qualifications and authorizations and who comply with the law provisions when conducting their business activity and performing the CONTRACT. At the CONTRACTING PARTY's request, the CONTRACTOR shall be obliged to present the documents confirming the professional qualifications of the subcontractor.
3. The CONTRACTOR is entitled to entrust the performance of the SUBJECT MATTER OF THE CONTRACT or its part to third parties, under the following conditions:
 - 1) obtaining the prior written consent of the CONTRACTING PARTY to entrust the performance of the SUBJECT MATTER OF THE CONTRACT, under pain of nullity;
 - 2) the third party to whom the CONTRACTOR intends to entrust the performance of the SUBJECT MATTER OF THE CONTRACT or part thereof has appropriate powers and skills to perform the SUBJECT MATTER OF THE CONTRACT;
 - 3) securing the transfer of copyright to the completed SUBJECT MATTER OF THE CONTRACT to the CONTRACTOR to the extent ensuring proper performance of the CONTRACT;
 - 4) ensuring by contract that the AUTHOR'S SUPERVISION over the implementation of the planned investment will be exercised solely by the CONTRACTOR;
 - 5) the CONTRACTOR assumes exclusive liability for all copyright claims related to the performance of the SUBJECT MATTER OF THE CONTRACT by a third party.
4. The CONTRACTOR is responsible for the actions and/or omissions of the subcontractors as for its own actions and/or omissions.
5. All provisions of the CONTRACT and these GT&C, which stipulate the CONTRACTOR's obligations stemming from the fact of conclusion of the contract with SUBCONTRACTOR, shall apply accordingly to the CONTRACTOR when the performance of the works is entrusted by the SUBCONTRACTOR to the further subcontractors and/or subsequent subcontractors.

§6. OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTY

1. The CONTRACTING PARTY shall provide the CONTRACTOR with the GUIDELINES necessary to perform the SUBJECT MATTER OF THE CONTRACT. The list of data that the CONTRACTOR will receive from the CONTRACTING PARTY is included in the Attachment.
2. The CONTRACTING PARTY shall allow the CONTRACTOR to enter the property where construction or other works will be carried out based on the DESIGN, whenever the CONTRACTOR considers it necessary to fulfil the obligations arising from the CONTRACT.
3. At the request of the CONTRACTOR, the CONTRACTING PARTY will grant the CONTRACTOR the powers of attorney necessary to act on behalf of and for the benefit of the CONTRACTING PARTY in all matters related to obtaining the required arrangements and decisions on the building permit.
4. The CONTRACTING PARTY shall provide, within the time agreed each time by the PARTIES, materials, documents and information necessary for the proper performance of the CONTRACT, the need for which will arise during the performance of the CONTRACT. If, in the course of the CONTRACTOR's performance of the SUBJECT MATTER OF THE CONTRACT, there arises a justified need for the CONTRACTOR to obtain from the CONTRACTING PARTY additional documents, specific or generic power of attorney or any other information, the CONTRACTING PARTY shall provide these additional documents or information after receiving a written request from the CONTRACTOR together with the justification.
5. The CONTRACTING PARTY has the right to use the SUBJECT MATTER OF THE CONTRACT performed by the CONTRACTOR also for other projects implemented by entities within the QEMETICA Group without incurring additional costs.
6. The CONTRACTING PARTY is obliged to timely make payments due to the CONTRACTOR.
7. The CONTRACTING PARTY is entitled to control the progress and the manner of implementation of the SUBJECT MATTER OF THE CONTRACT at any time.

§7. TIME LIMIT FOR COMPLETION OF THE CONTRACT

1. The CONTRACTOR undertakes to complete the execution of the SUBJECT MATTER OF THE CONTRACT within the time limit specified in the CONTRACT, and if the schedule included in the Attachment provides for STAGES, the CONTRACTOR is obliged to meet the intermediate deadlines indicated in the schedule for the specific STAGES.
2. The CONTRACTOR is obliged to keep the CONTRACTING PARTY informed about the course of implementation of the CONTRACT, in particular, to inform the CONTRACTING PARTY immediately about any difficulties and risks that may result in failure to meet the deadlines provided for in the CONTRACT.
3. In the event of the CONTRACTOR's delay in the performance of the SUBJECT MATTER OF THE CONTRACT exceeding thirty (30) days, the CONTRACTING PARTY has the right to entrust the performance or completion of the SUBJECT MATTER OF THE CONTRACT to another contractor at the cost and risk of the CONTRACTOR, without prior court authorisation (substitute performance).

§8. AUTHOR'S SUPERVISION

1. The CONTRACTOR shall perform multi-disciplinary AUTHOR'S SUPERVISION in accordance with the applicable construction regulations, commencing since the notice to the CONTRACTOR on the handing-over of the construction site for work to the CONTRACTOR, until the final, legally binding decision on use permit. The CONTRACTING PARTY will set a deadline for the CONTRACTOR to perform the AUTHOR'S SUPERVISION activities, each time notifying it one business day in advance.
2. As part of AUTHOR'S SUPERVISION, the CONTRACTOR is obliged to:
 - 1) give opinions during the investment implementation on the compliance of technical, material and utility solutions with the DESIGN, applicable regulations in force, including technical and construction regulations and Polish Standards,
 - 2) if any deficiencies in the PROJECT are found, to supplement it and to clarify any doubts arising during the implementation of the investment,
 - 3) give opinions and arrange with the CLIENT the possibilities of introducing alternative solutions into the investment being implemented in relation to those provided for in the DESIGN and submitted by the CONTRACTING PARTY, the site manager or the investor's supervision inspector.
3. During construction, the CONTRACTOR has the right to:
 - 1) enter the construction site in compliance with the health and safety regulations applicable to the CONTRACTING PARTY and make entries in the Construction Log regarding works execution,
 - 2) Requesting an entry in the Construction Log, to suspend the construction work, after prior notification the CONTRACTING PARTY in the event of:
 - a) determining the possibility of a threat,
 - b) performing work inconsistent with the DESIGN without prior arrangement with the CONTRACTING PARTY.

§9. REMUNERATION

1. For the performance of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR is entitled to a lump sum remuneration in the amount specified in the CONTRACT. This remuneration is a net remuneration to which VAT will be added in accordance with applicable regulations in this regard.
2. The remuneration referred to in section 1 is total and final, includes all the CONTRACTOR's receivables related to the implementation of the SUBJECT MATTER OF THE CONTRACT, including all expenditure necessary to complete all works, including those not indicated directly in the CONTRACT, and which are necessary for the proper performance of the SUBJECT MATTER OF THE CONTRACT.
3. The CONTRACTOR declares that, being a professional, is aware that, even at the time of concluding the CONTRACT, it was not possible to predict the size or cost of the works, or the CONTRACTOR incorrectly assessed their size, or the costs of the works would change, the CONTRACTOR cannot demand an increase in remuneration, thus excluding the CONTRACTOR's claim based on article 632 § 2 of the Civil Code. The CONTRACTOR declares that it will not demand an increase in the lump sum remuneration, in particular in connection with an increase in the prices of building materials, construction services, energy, fuel, steel prices, increased public law charges or currency exchange rate differences.
4. Any possible reservations of the CONTRACTOR as to the documentation submitted by the CONTRACTING PARTY, including input data for the performance of the CONTRACT, reported after the conclusion of the

CONTRACT, cannot constitute the basis for the CONTRACTOR to demand an increase in the remuneration specified in the CONTRACT.

5. Moreover, as part of the remuneration referred to in section 1 of this paragraph, the CONTRACTOR in particular shall:
 - 1) bear the costs of carrying out all tests, examinations, checks, inspections, measurements and acceptances necessary to perform the SUBJECT MATTER OF THE CONTRACT;
 - 2) bear the costs of establishing the securities provided for in the CONTRACT, including changes made to them;
 - 3) transfer to the CONTRACTING PARTY the economic copyrights and grants the licence on the terms set out in § 21 of the GT&C;
 - 4) perform AUTHOR'S SUPERVISION, under the terms specified in 8 of the GT&C.

§10. INVOICING AND PAYMENT CONDITIONS

1. Remuneration for the CONTRACTOR shall be invoiced after the completion and positive acceptance of the complete SUBJECT MATTER OF THE CONTRACT, and if the CONTRACT provides for PARTIAL ACCEPTANCE, after the completion and positive acceptance of a given STAGE for which the CONTRACT provides for appropriate settlement.
2. The basis for issuing invoices by the CONTRACTOR will be the PARTIAL ACCEPTANCE or FINAL ACCEPTANCE protocol without comments, issued in accordance with §13 of the GT&C and signed by authorized representatives of the PARTIES. The final settlement of the SUBJECT MATTER OF THE CONTRACT will be made on the basis of the FINAL ACCEPTANCE protocol, confirming the execution of the SUBJECT MATTER OF THE CONTRACT in accordance with the CONTRACT and the final invoice issued on its basis.
3. The deadline for payment of the remuneration is sixty (60) days from the date of signing by the PARTIES, respectively, the PARTIAL ACCEPTANCE protocol or the FINAL ACCEPTANCE protocol and delivery to the CONTRACTING PARTY of a correctly issued invoice, unless the CONTRACT indicates a different payment date.
4. Payment of the remuneration will be made in the form of the bank transfer to the CONTRACTOR's bank account indicated in the CONTRACT DOCUMENT or in declaration in accordance with section 11 below, based on a correctly issued invoice.
5. The date of payment of the invoice shall be the date on which the bank is debiting the CONTRACTING PARTY's bank account.
6. The bank account number indicated on the invoice must be consistent with the indication contained in the CONTRACT DOCUMENT or the CONTRACTOR's written statement in accordance with section 11 below and must be on the so-called White list of taxpayers (in accordance with the Act of 11 March 2004 on tax on goods and services, consolidated text: Journal of Laws of 2024, item 361, as amended) on the date of payment. If the CONTRACTING PARTY finds a discrepancy in this regard, the payment will not be made to the account number provided on the invoice and the CONTRACTOR will be obliged to indicate the correct bank account on the White List of Taxpayers. The CONTRACTOR will not be entitled to charge any interest due to delay in payment on this account.
7. If the SUBJECT MATTER OF THE CONTRACT includes goods or services listed in Annex 15 to the Act on tax on goods and services or another equivalent, which are subject to the obligation to use the split payment mechanism, the CONTRACTOR shall place the mandatory indication "split payment mechanism" on the issued invoices. In the event of failure to comply with this obligation and incurring tax sanctions by the CONTRACTING PARTY related to incorrect payment of an incorrectly issued invoice, the CONTRACTOR undertakes to compensate the CONTRACTING PARTY for the entire damage resulting from the determination of a possible tax liability, including sanctions and interest imposed on the CONTRACTING PARTY by the tax authority, in amounts resulting from the decisions of the tax authority.
8. If an advance payment is agreed in the CONTRACT, its payment depends on the CONTRACTOR providing a Bank Advance Payment Guarantee, in accordance with the provisions of § 19 of the GT&C .
9. The invoice issued by the CONTRACTOR, in addition to the statutory requirements, shall also contain:
 - 1) the number and the name of the CONTRACTING PARTY's project, as part of which the CONTRACT is implemented;
 - 2) the number and date of the CONTRACT;
 - 3) payment terms and date in accordance with the CONTRACT;
 - 4) CN code;
 - 5) bank account number for payment as indicated in the CONTRACT or in the CONTRACTOR's statement in accordance with section 11 below;

- 6) information about the prohibition of assigning receivables contained in the CONTRACT without the written consent of the CONTRACTING PARTY.
10. The CONTRACTOR shall attach to each invoice a protocol of PARTIAL ACCEPTANCE or FINAL ACCEPTANCE, respectively, signed by the PARTIES.
11. A change of the CONTRACTOR's bank account indicated in the CONTRACT DOCUMENT does not constitute a change to the CONTRACT that requires a written form, otherwise null and void, referred to in §26 section 2 of the GT&C. In the event of a change of the bank account, the CONTRACTOR will provide the CONTRACTING PARTY with a declaration signed by persons authorised to represent the CONTRACTOR, containing the following data:
 - 1) name and address of the bank;
 - 2) SWIFT number of the bank;
 - 3) new bank account number.

§11. INSURANCE

1. The CONTRACTOR is obliged to have and maintain, throughout the duration of the CONTRACT as well as the GUARANTEE PERIOD, a tort and contractual civil liability insurance for damages caused to third parties and the counterparty (including the CONTRACTING PARTY) in connection with the performance of the CONTRACT, with the sum insured not lower than the amount specified in the CONTRACT, with the insurance company approved by the CONTRACTING PARTY.
2. The scope of the CONTRACTOR's insurance and the amount of the sum insured in the third-party liability policy has been agreed with the CONTRACTING PARTY before signing the CONTRACT. The CONTRACTOR's liability insurance requirements are set out in the Attachment.
3. If the CONTRACTOR fails to present the required insurance policies consistent with the requirements specified in the CONTRACT, the CONTRACTING PARTY, at its discretion, will be entitled to:
 - 1) withdraw from the CONTRACT, or
 - 2) conclude an insurance contract corresponding to the policy which was not concluded by the CONTRACTOR at the CONTRACTOR's expense; in this case, the CONTRACTOR will be obliged, at the first request of the CONTRACTING PARTY, to reimburse the costs incurred by the CONTRACTING PARTY for concluding such an insurance contract, and in the event of the CONTRACTOR's failure to fulfil this obligation, the CONTRACTING PARTY will be entitled to deduct the costs from the earliest due part of the CONTRACTOR's remuneration.
4. Providing the CONTRACTING PARTY with the copies of documents referred to in sections 1 of this paragraph shall be a condition for allowing the CONTRACTOR to enter the CONTRACTING PARTY's premises. Failure to meet the deadline for the performance of the SUBJECT MATTER OF THE CONTRACT in connection with the inability to access the CONTRACTING PARTY's premises under this provision, will constitute a delay due to the CONTRACTOR's fault, justifying the imposition of contractual penalties in accordance with § 15 section 1 point 2) of the GT&C.
5. The assignment of rights under the insurance contract requires the prior written consent of the CONTRACTING PARTY.

§12. ADDITIONAL, REPLACEMENT AND ABANDONED WORKS

1. Under no circumstances shall the work, necessary for the proper performance of the whole SUBJECT MATTER OF THE CONTRACT, be considered as additional works and subject to additional remuneration for the CONTRACTOR, the necessity of which the CONTRACTOR could and should have foreseen during the determination of the material scope of the SUBJECT MATTER OF THE CONTRACT, prior to signing it.
2. The performance of works constituting additional, or replacement works shall require a prior written amendment to the CONTRACT, otherwise null and void.
3. Additional or replacement works, the necessity of which has been confirmed in writing by the CONTRACTING PARTY and which has occurred in the course of the performance of the SUBJECT MATTER OF THE CONTRACT, shall be carried out by the CONTRACTOR on the basis of an amendment to the CONTRACT concluded by the PARTIES after the CONTRACTOR has submitted its offer on the form provided by the CONTRACTING PARTY and after the negotiations of the PARTIES. The CONTRACTOR is obliged to perform additional, or replacement works in compliance with the principles and standards set forth for the remaining works described in the CONTRACT.
4. The CONTRACTOR will issue an invoice for additional works after their acceptance, confirmed by the signing of the acceptance protocol by the CONTRACTING PARTY, unless the PARTIES agree otherwise in the amendment to the CONTRACT referred to in §12 section 2 of the GT&C.

5. In justified cases, the CONTRACTING PARTY may exclude a specific part of the scope of the SUBJECT MATTER OF THE CONTRACT. In such a case, the CONTRACTOR's remuneration will be reduced by the value of the scope of the SUBJECT MATTER OF THE CONTRACT covered by the exclusion, based on the schedule included in the Attachment, and if it is not possible, by their value calculated according to the CONTRACTOR's offer, on the basis of which the works were valued prior to the conclusion of the CONTRACT. The CONTRACTING PARTY may exercise the right to exclude part of the scope of the SUBJECT MATTER OF THE CONTRACT referred to in this paragraph by the date indicated in the CONTRACT as the completion of the SUBJECT MATTER OF THE CONTRACT. The right to exclude any part of the scope of the SUBJECT MATTER OF THE CONTRACT is a contractual right to withdraw from the CONTRACT in this part and its implementation will be made by a written statement of the CONTRACTING PARTY submitted to the CONTRACTOR.

§13. ACCEPTANCE

1. FINAL ACCEPTANCE and each PARTIAL ACCEPTANCE, if the CONTRACT clearly provides for separate acceptances for individual STAGES, will be carried out at the CONTRACTING PARTY's headquarters and will be confirmed by the PARTIES the FINAL or PARTIAL ACCEPTANCE protocol, respectively. In any other case, the transfer of the entire DESIGN or its individual elements, if the CONTRACT provides for the successive delivery of parts of the DESIGN without specifying STAGES, will take place at the CONTRACTING PARTY's headquarters, which will be confirmed by an appropriate transfer protocol, which does not constitute confirmation of acceptance.
2. If the CONTRACTING PARTY finds the SUBJECT MATTER OF THE CONTRACT or, respectively, a STAGE has been performed contrary to the provisions of the CONTRACT, then it may refuse to sign the PARTIAL or FINAL ACCEPTANCE protocol, respectively, and set a deadline for the CONTRACTOR to remove the faults. In such a case the SUBJECT MATTER OF THE CONTRACT or its STAGE will be deemed completed on the day on which the CONTRACTING PARTY confirms in the PARTIAL ACCEPTANCE or FINAL protocol, respectively, the handover of the properly completed SUBJECT MATTER OF THE CONTRACT or the appropriate STAGE.
3. The CONTRACTING PARTY shall carry out the PARTIAL or FINAL ACCEPTANCE, respectively, no more than three (3) times, after prior written notification from the CONTRACTOR at least two (2) days in advance.
4. The PARTIES agree that PARTIAL ACCEPTANCE or FINAL ACCEPTANCE carried out in accordance with the principle set out in this paragraph does not release the CONTRACTOR from liability for faults and defects in the completed SUBJECT MATTER OF THE CONTRACT.
5. The CONTRACTING PARTY may carry out the FINAL ACCEPTANCE of the SUBJECT MATTER OF THE CONTRACT with INSUBSTANTIAL DEFECTS, which will be described in the acceptance protocol, together with an indication of the date set by the CONTRACTING PARTY for their removal by the CONTRACTOR, and an indication of the value by which the remuneration will be reduced in the event of failure to remove them within the prescribed period. Within three (3) days from the date of the FINAL ACCEPTANCE protocol of the SUBJECT MATTER OF THE CONTRACT with INSUBSTANTIAL DEFECTS, the CONTRACTOR is obliged to pay to the account of the CONTRACTING PARTY, for the period until the signing of an additional protocol confirming the removal of the DEFECTS, a security deposit securing the CONTRACTING PARTY's claims for improper performance of the CONTRACT in the amount of corresponding to the net value of the unperformed or improperly performed work affected by DEFECTS, and constituting an appropriate share in the total net value of the CONTRACTOR's lump-sum remuneration. The payment of the deposit may be made by deducting from the remuneration due to the CONTRACTOR. The deposit will be interest-free and will not be returned for the period for which it is paid. The deposit will be returned after the expiry of the period for which it was brought, if there are no reasons to use it to satisfy the CONTRACTING PARTY's claims secured by the deposit.
6. The signing of the PARTIAL ACCEPTANCE protocol by the CONTRACTING PARTY does not constitute an acceptance within the meaning of Article 462 § 1 of the Civil Code and will not constitute confirmation by the CONTRACTING PARTY of the proper performance of the CONTRACT, nor will it release the CONTRACTOR from its obligations and liability. The FINAL ACCEPTANCE protocol will be the basis for the settlement of the CONTRACT.
7. FINAL ACCEPTANCE will take place after the CONTRACTING PARTY has obtained all required final decisions, studies and documents specified in the STAGES, constituting the SUBJECT MATTER OF THE CONTRACT.
8. The transfer of particular DESIGN parts or STAGES as well as PARTIAL and FINAL ACCEPTANCE, respectively, will be carried out in accordance with the acceptance procedure contained in the Attachment.

§14. GUARANTEE AND WARRANTY

1. The CONTRACTOR, regardless of the rights of the CONTRACTING PARTY resulting from the statutory warranty for DEFECTS, grants the CONTRACTING PARTY a quality guarantee for the SUBJECT MATTER OF THE CONTRACT,

for the GUARANTEE PERIOD from the date of the FINAL ACCEPTANCE. By granting a quality guarantee under the conditions specified in the CONTRACT, the CONTRACTOR ensures and guarantees that the SUBJECT MATTER OF THE CONTRACT will be performed in accordance with the CONTRACT, and that the SUBJECT MATTER OF THE CONTRACT will have all the properties required by the CONTRACT.

2. The GUARANTEE PERIOD is specified in the CONTRACT DOCUMENT and cannot expire earlier than 12 months from the date of signing of the FINAL ACCEPTANCE protocol for the facility, performed on the basis of the DESIGN. If the GUARANTEE PERIOD specified in the CONTRACT DOCUMENT is to be completed before the date specified in the first sentence of this section, this guarantee will be automatically extended 12 months hence, counted from the date of the signing of the final acceptance protocol of the object, made on the basis of the DESIGN.
3. If DEFECTS are found in the SUBJECT MATTER OF THE CONTRACT, the CONTRACTING PARTY will submit a compliant to the CONTRACTOR in writing or via e-mail, to which the CONTRACTOR is obliged to respond within 24 hours from receipt of the complaint. Failure to respond in the time and manner specified in this section shall mean the acceptance of the compliant.
4. The CONTRACTOR is obliged to remove DEFECTS reported within the time limit set by the CONTRACTING PARTY.
5. Subject to section 6 of this paragraph, the GUARANTEE PERIOD shall be extended by the time of removal of DEFECTS in the SUBJECT MATTER OF THE CONTRACT.
6. If the CONTRACTOR, under the guarantee, improves, updates or changes the SUBJECT MATTER OF THE CONTRACT, which results in the need to make changes to the facility for which the DESIGN was applied, the GUARANTEE PERIOD runs anew from the date on which the CONTRACTING PARTY accepted the works including significant repairs or replacement of installations, devices, parts or materials made or used on the basis of the corrected, updated or changed DESIGN.
7. If the CONTRACTOR performs significant repairs or replacement of defective devices, equipment, parts or materials under the guarantee, the guarantee period starts anew from the date on which the CONTRACTING PARTY has accepted, without reservations, works including repair or replacement of defective devices, equipment, parts or materials. In other cases, the GUARANTEE PERIOD is extended by the duration of guarantee repairs of the SUBJECT MATTER OF THE CONTRACT.
8. In the event of ineffective expiry of the deadline for the removal of the DEFECTS, the CONTRACTING PARTY may remove them or have them removed by another entity (without a court authorisation) in place of, and at the cost and risk of the CONTRACTOR, while charging the contractual penalties indicated in § 15 section 1 point 3) of the GT&C.
9. For the purposes related to the complaint, correspondence by e-mail will be considered by both PARTIES to be equivalent to correspondence in writing, having the same evidential value.
10. The CONTRACTING PARTY is entitled to assign to a third party the rights under the warranty for DEFECTS and from the provided quality guarantee for the SUBJECT MATTER OF THE CONTRACT, without the consent of the CONTRACTOR.

§15. CONTRACTUAL PENALTIES

1. The CONTRACTOR shall pay the CONTRACTING PARTY contractual penalties for non-performance or improper performance of the CONTRACT in the following cases and the amounts indicated below:
 - 1) for non-performance of the CONTRACT in the event or termination of the CONTRACT by the CONTRACTING PARTY for the reasons attributable to the CONTRACTOR – a contractual penalty in the amount of 20% of the net remuneration indicated in the CONTRACT;
 - 2) for delay in the performance of the SUBJECT MATTER OF THE CONTRACT or any of its STAGES – a contractual penalty in the amount of 0.2% of the net remuneration indicated in the CONTRACT for each commenced day of delay, while the amount of the penalty calculated cumulatively cannot exceed 10% of the net remuneration specified in the CONTRACT;
 - 3) for delay in removing faults and defects found upon FINAL ACCEPTANCE or during the warranty or guarantee period – a contractual penalty in the amount of 0.3% of the gross remuneration indicated in the CONTRACT for each commenced day of delay;
 - 4) for improper performance of AUTHOR'S SUPERVISION, the CONTRACTING PARTY is entitled to charge a penalty of 0.3% of the net remuneration, specified in the CONTRACT for each day of the CONTRACTOR's absence at the construction site, within the deadline set forth by the CONTRACTING PARTY;
 - 5) for violation of health and safety, fire protection or environmental protection regulations during the performance of the works by the CONTRACTOR, the CONTRACTOR's employees, its SUBCONTRACTORS and persons providing work or services to them on the basis of a different legal relationship - in accordance

- with the tariff of penalties applicable at the CONTRACTING PARTY for non-compliance with the rules and regulations of health and safety, fire protection or environmental protection, contained in the Attachment, for each identified violation;
- 6) in the event of violation of the confidentiality obligation – a contractual penalty of PLN 150,000.00 for each violation.
2. Each of the above stipulated contractual penalties is independent and the CONTRACTING PARTY has the right to claim each of them independently of the others, as well as cumulatively charge all these penalties, the calculation of which is justified by the occurrence of the conditions provided for in the CONTRACT.
 3. The CONTRACTING PARTY is entitled to supplementary compensation, exceeding the amount of any of the stipulated contractual penalties, up to the amount of the damage suffered.

§16. LIABILITY

1. The CONTRACTOR is responsible for the proper performance of the SUBJECT MATTER OF THE CONTRACT.
2. The CONTRACTOR is liable for damages resulting from the breach of obligations under the CONTRACT, including any damages resulting from the actions or omissions of its employees, as well as other persons (including SUBCONTRACTORS), whose services it uses in the performance of the CONTRACT, as for its own actions or omissions.
3. The CONTRACTOR is liable to the CONTRACTING PARTY for DEFECTS of the SUBJECT MATTER OF THE CONTRACT reducing its value or usefulness due to the needs of the investment for which the CONTRACT is being performed, in particular for DESIGN solutions inconsistent with the CONTRACT, GUIDELINES, legal provisions, administrative decisions regarding the investment for which the DESIGN is dedicated, applicable norms and standards and the current state of modern technical knowledge.
4. During the implementation of the investment, based on the DESIGN that is the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR is obliged to immediately remove errors in the DESIGN, no later than fourteen (14) business days from the receipt of the CONTRACTING PARTY's notification. These errors will be clarified between the PARTIES.
5. All costs resulting from incorrect, defective performance of the SUBJECT MATTER OF THE CONTRACT, including the costs incurred by the CONTRACTING PARTY for removing defects during implementation of construction works in the investment implemented on the basis of the DESIGN resulting from faulty performance of the SUBJECT MATTER OF THE CONTRACT by the CONTRACTOR and the costs of corrective works in the investment implemented on the basis of DESIGN, shall be charged to the CONTRACTOR.

§17. WITHDRAWAL FROM THE CONTRACT

1. Regardless of the statutory right to withdraw from the CONTRACT, the CONTRACTING PARTY is entitled to withdraw from the CONTRACT in whole or in part until the date specified in section 2 of this paragraph (contractual right of withdrawal), in the event of:
 - 1) significant failure on the part of the CONTRACTOR;
 - 2) when the conditions of force majeure lasts continuously for more than one (1) month;
 - 3) the occurrence of a significant change in circumstances causing that the performance of the CONTRACT or its part is not in the interest of the CONTRACTING PARTY, which could not be foreseen at the time of concluding the CONTRACT;
 - 4) when a restructuring application has been submitted or a resolution on the liquidation of the CONTRACTOR has been adopted or the corresponding proceedings have been initiated in the country of the CONTRACTOR's seat;
 - 5) insolvency of the CONTRACTOR within the meaning of the Act of 28 February 2003: Bankruptcy law (consolidated text: Journal of Laws of 2022, item 1520, as amended) or the threat of insolvency within the meaning of the Act of 15 May 2015: Restructuring law (consolidated text: Journal of Laws of 2022, item 2309, as amended);
 - 6) when the CONTRACTOR's total delay in executing the SUBJECT MATTER OF THE CONTRACT or the given STAGE exceeds thirty (30) days;
 - 7) the CONTRACTOR's failure to provide security specified in the GT&C and in the CONTRACT, in particular failure to provide the CONTRACTING PARTY with security in the form of guarantees provided for in § 19 section 1 of the GT&C;
 - 8) failure to provide the CONTRACTING PARTY with a certified copy of the insurance policy, valid for subsequent periods, in accordance with § 11 of the GT&C;
 - 9) excluding some works or deliveries from the scope of the SUBJECT MATTER OF THE CONTRACT in accordance with §12 section 5 of the GT&C;

- 10) the case indicated in §4 section 1 or/and §9 section 1 of Contractual Clauses of the QEMETICA Group.
2. A significant failure on the part of the CONTRACTOR, justifying withdrawal from the CONTRACT on the terms set out in section 1 point 1) of this paragraph, shall be understood in particular as:
 - 1) improper performance of the CONTRACT by the CONTRACTOR, despite a written request by the CONTRACTING PARTY to cease infringements and despite the setting of an additional deadline for removing their effects;
 - 2) non-performance of obligations under the liability for DEFECTS of the completed SUBJECT MATTER OF THE CONTRACT;
 - 3) violation of the law or relevant administrative decisions applicable to the implementation of the SUBJECT MATTER OF THE CONTRACT;
 - 4) entrusting by the CONTRACTOR the performance of the whole or part of the CONTRACT to a third party in violation of the provisions of the CONTRACT, in particular the conclusion of the agreement with the subcontractor without the prior consent of the CONTRACTING PARTY.
 3. The CONTRACTING PARTY may exercise the contractual right of withdrawal until the date indicated in the CONTRACT as the date of completion of the entire SUBJECT MATTER OF THE CONTRACT, with the proviso that in the event of the conditions indicated in § 17 section 1 point 10) or § 17 section 2 point 2) in connection with § 17 section 1 of GT&C, the CONTRACTING PARTY may exercise its contractual right to withdraw until the last day of the GUARANTEE PERIOD. The deadline indicated in the previous sentence, in the event of circumstances causing the extension of the deadline for signing the FINAL ACCEPTANCE protocol, will automatically and without the need to sign an amendment to the CONTRACT be extended by the same number of days as the deadline for signing the FINAL ACCEPTANCE protocol was extended.
 4. In the event of withdrawal from the CONTRACT in whole or in part by the CONTRACTING PARTY in connection with the occurrence of the premises referred to in section 1 points 1), 4) – 8) and 10) of this paragraph, the CONTRACTOR shall be obliged to pay a contractual penalty for withdrawing from the CONTRACT for reasons attributable to it, indicated in §15 section 1 point 1) of the GT&C.
 5. In the event of withdrawal from the CONTRACT with regard to the unperformed part of the CONTRACT for reasons other than the occurrence of a force majeure event, the CONTRACTING PARTY shall pay the CONTRACTOR a part of the agreed remuneration appropriate to the performed scope of the work properly completed and accepted by the date of withdrawal, and for work in progress, if they are duly done. The basis for payment of the remuneration referred to in the previous sentence will be the work progress report as at the date of withdrawal, prepared and approved by both PARTIES.
 6. As part of the remuneration and settlement referred to in section 6 and 10 of this paragraph, the CONTRACTOR:
 - 1) transfer to the CONTRACTING PARTY a part of the SUBJECT MATTER OF THE CONTRACT to the extent completed and work in progress, if they are duly performed and useful for completing the implementation of the SUBJECT MATTER OF THE CONTRACT by another contractor as at the date of withdrawal from the CONTRACT, within the deadline specified in the declaration of withdrawal;
 - 2) transfer to the CONTRACTING PARTY all intellectual property rights covered by the SUBJECT MATTER OF THE CONTRACT in the scope of the completed part of the CONTRACT and grants the licence on the terms provided for in the CONTRACT;
 - 3) at the request of the CONTRACTING PARTY, transfer to it the rights and obligations resulting from contracts concluded between the CONTRACTOR and its SUBCONTRACTORS to the extent required by the CONTRACTING PARTY, subject to consent to the change of the creditor expressed by the SUBCONTRACTORS;
 - 4) on the date of withdrawal from the CONTRACT, in its unperformed part, the CONTRACTING PARTY is granted a guarantee under the conditions specified in § 14 of the GT&C for the scope of the SUBJECT MATTER OF THE CONTRACT completed and accepted by the CONTRACTING PARTY.
 7. In the event of withdrawal from the CONTRACT in whole or in part by the CONTRACTING PARTY for the reasons attributable to the CONTRACTOR, the CONTRACTING PARTY may entrust the performance or completion of the SUBJECT MATTER OF THE CONTRACT to another contractor or contractors. If the performance or completion of the SUBJECT MATTER OF THE CONTRACT by another contractor or other contractors results in an increase in the costs of performing the SUBJECT MATTER OF THE CONTRACT in relation to the remuneration set out in the CONTRACT, the CONTRACTOR will be obliged to pay the CONTRACTING PARTY as compensation the amount corresponding to the resulting increase in costs within thirty (30) days from the date of receipt of the request for payment from the CONTRACTING PARTY together with a debit note confirming the increase costs.

8. In the event of withdrawal from the CONTRACT in the scope of the unperformed part of the CONTRACT on the basis indicated in section 1 point 2) of this paragraph, the settlement of the CONTRACT will be based on the arrangements of the PARTIES, for which the basis will be the work progress protocol as at the date of withdrawal, approved by both PARTIES.
9. In the event that the withdrawal from the CONTRACT concerns the entire SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR will return to the CONTRACTING PARTY the remuneration received from it until the date of withdrawal, within fourteen (14) days from the date of receipt of the declaration of withdrawal, and will collect from the CONTRACTING PARTY at the place and time indicated by the CONTRACTING PARTY, those elements of the SUBJECT MATTER OF THE CONTRACT that have been delivered to the CONTRACTING PARTY and to which the withdrawal applies.
10. In the event of withdrawal from the CONTRACT by the CONTRACTING PARTY, the provisions of § 15, § 17 section 4 - 9 and § 20 of the GT&C shall remain in force.

§18. ASSIGNMENT

1. Any transfer by the CONTRACTOR of all or part of any rights or obligations, including receivables resulting from the CONTRACT or granting authorisation to a third party to pursue these claims, requires the prior, express and written consent of the CONTRACTING PARTY for its validity. The CONTRACTOR will include information on the prohibition of assigning receivables without the consent of the CONTRACTING PARTY on each issued invoice.
2. The CONTRACTING PARTY is entitled to transfer its rights and obligations under the CONTRACT without the CONTRACTOR's consent.

§19. SECURITIES

1. In order to secure the proper performance of the SUBJECT MATTER OF THE CONTRACT and the CONTRACTING PARTY's claims arising therefrom, the CONTRACTOR undertakes to provide the CONTRACTING PARTY with:
 - 1) within fourteen (14) days from the date of signing the CONTRACT, the Bank Performance Guarantee, issued in accordance with the template contained in the Attachment, securing a) proper performance of the CONTRACT and b) proper performance of obligations under the warranty and quality guarantee and c) claims resulting from non-performance or improper performance of these obligations by the CONTRACTOR, including in particular claims for contractual penalties, compensation claims, claims for reimbursement of substitute performance costs, costs of court, security and enforcement proceedings, at 15% of the total net remuneration indicated in the CONTRACT, valid from the date of issue until thirty (30) days from the end of the GUARANTEE PERIOD specified in §16 section 2 of the GT&C. In justified cases, with the express written consent of the CONTRACTING PARTY, instead of the Bank Performance Guarantee, the CONTRACTOR will be obliged to provide, within the deadline specified in the preceding sentence, the Insurance Performance Guarantee according to the template included in the Attachment, with the scope of security identical to the scope set for the Bank Performance Guarantee, referred to in the preceding sentence;
 - 2) if the CONTRACT stipulates an advance payment or advance payments, the Bank Advance Payment Guarantee for the gross value of the advance payments, issued according to the template included in the Attachment, valid until the date of FINAL ACCEPTANCE. The Advance Payment Guarantee may be issued separately for each advance payment or jointly for all advance payments specified in the CONTRACT. The provision of the Bank Advance Payment Guarantee is a condition for the payment of the advance or advances indicated in the CONTRACT.
2. In the event of an extension of the CONTRACT deadline or extension of the GUARANTEE PERIOD, the CONTRACTOR, no later than fourteen (14) days before the expiry of the existing guarantees, is obliged, at its own expense, to extend the deadlines of all existing guarantees accordingly, i.e. submit to the CONTRACTING PARTY new guarantee documents or respectively, amendments to the existing guarantees. Failure to comply with the above obligation constitutes a breach of the CONTRACT and entitles the CONTRACTING PARTY to use the existing guarantees or to deduct a deposit in accordance with section 5 of this paragraph. The provision of this section shall apply accordingly if the CONTRACTOR has provided guarantees issued for a period shorter than indicated in section 1 of this paragraph.
3. In the event of an increase in the CONTRACTOR's remuneration, the guarantees referred to in section 1 of this paragraph will be adjusted accordingly to the change in remuneration and the CONTRACTOR shall, at its own expense, provide the CONTRACTING PARTY with further guarantees adjusted to the changes in remuneration, within fourteen (14) days from the date on which the remuneration was increased. Failure to comply with the

above obligation entitles the CONTRACTING PARTY to use the existing guarantees or to deduct a deposit in accordance with section 5 of this paragraph.

4. The guarantees referred to in this paragraph will be unconditional, irrevocable, payable on first demand, Uniform Rules for Demand Guarantees (URDG) 2010 edition ICC Publication No. 758 shall apply to them, will be drawn up in Polish, issued by a Polish bank approved by the CONTRACTING PARTY or, when the CONTRACTING PARTY has given consent pursuant to section 1 point 1) of this paragraph, by an insurer with an S&P term debt rating of BBB+ or higher, Moody's Baa1 or higher, and drawn up and interpreted in accordance with Polish law and subject to the jurisdiction of the court competent for the registered office of the CONTRACTING PARTY.
5. In the event of failure to provide the CONTRACTING PARTY with any of the guarantees specified in section 1 points 1) and 2) and sections 2 and 3 of this paragraph, the CONTRACTOR shall pay an interest-free deposit to the CONTRACTING PARTY's account in the amount corresponding to the value of the missing security, on the last day of the deadline set in accordance with these GT&C for the provision of the missing security, where the payment of such a deposit may be effected by deducting the earliest possible remuneration due to the CONTRACTOR. The deduction of the deposit in the manner provided for in the preceding sentence shall be made on the date when the CONTRACTOR's remuneration, against which the deposit is to be deducted, is due. The deposit will be paid for the period until receipt of the missing guarantee or the end of the period for which the guarantee would apply if it had been provided. The deposit will be interest-free and will not be required to be returned for the entire period for which it is paid in accordance with this provision. The deposit will be returned after the expiry of the period for which it was provided, if there are no reasons to use it to satisfy the CONTRACTING PARTY's claims, secured by the deposit. In the event that the deposit has been deducted from the CONTRACTOR's remuneration before it has become due and the CONTRACTOR has provided the missing guarantee after the deposit has been deducted, the deposit will be refunded no earlier than the due date of the remuneration that would have occurred had the deduction not been made.
6. In justified cases and with the prior written consent of the CONTRACTING PARTY, the CONTRACTOR may, in place of the security specified in section 1 of this paragraph, establish the forms of security described below, while maintaining the same periods, scopes of security and the amount of security, as well as the appropriate application of the provisions contained in sections 2, 3, 4 and 5 of this paragraph:
 - 1) cash payment by the CONTRACTOR to the CONTRACTING PARTY's account (interest-free deposit) within the time limit set by the CONTRACTING PARTY, while the payment of the deposit specified in this manner may be made by deducting the earliest remuneration due to the CONTRACTOR's;
 - 2) blocking funds in the CONTRACTOR's or a third party's bank account;
 - 3) replacement, provided that the requirements of the GT&C and the CONTRACT are met as to the value and period of the guarantee to be replaced, one Performance Guarantee with two Performance Guarantees, subject to the principle that the first will be delivered to the CONTRACTING PARTY within fourteen (14) days from the date of signing the CONTRACT and will be valid until the thirtieth (30) day from the date of signing the FINAL ACCEPTANCE protocol or until the date of delivery of the second Performance Guarantee - whichever comes first, and the second one will be delivered no later than ten (10) days from the date of signing the FINAL ACCEPTANCE protocol and will be valid until thirty (30) days from the end of the GUARANTEE PERIOD specified in §16 section 2 of the GT&C. Failure to deliver the first or second Performance Guarantee, referred to in the preceding sentence, entitles the CONTRACTING PARTY to
 - a) use the existing security and retain the amount obtained as a deposit, as a substitute security in accordance with section 5, until the missing security is submitted or until the Guarantee would apply if it was delivered, or
 - b) request the CONTRACTOR to pay, within the prescribed period, but not later than on the dates specified in point 3) of this section, a deposit equal to the value of the missing security and for the period corresponding to the missing security referred to in section 5 of this paragraph, provided however that the failure to pay the deposit will entitle the CONTRACTING PARTY to deduct an amount equal to the value of the missing security from the earliest remuneration due to the CONTRACTOR. The deduction of the deposit in the manner provided for in the preceding sentence shall be made on the date when the CONTRACTOR's remuneration, against which the deposit is to be deducted, is due. The deposit will be interest-free and will not be required to be returned for the entire period for which it is paid in accordance with this provision. The deposit will be returned after the expiry of the period for which it was provided, if there are no reasons to use it to satisfy the CONTRACTING PARTY's claims, secured by the deposit. In the event that the deposit has been deducted from the CONTRACTOR's remuneration before it has become due and the CONTRACTOR has provided the missing guarantee

after the deposit has been deducted, the deposit will be refunded no earlier than the due date of the remuneration that would have occurred had the deduction not been made.

§20 CONFIDENTIALITY

1. "CONFIDENTIAL INFORMATION" within the meaning of the GT&C, means any information of a technical, technological, commercial, financial, accounting, legal or organisational nature regarding the economic activity of the CONTRACTING PARTY or any other entities of the QEMETICA Group, disclosed to the CONTRACTOR prior to or after the conclusion of the CONTRACT, in any form or on any media, regardless of whether it was marked "confidential" or not, in particular: ideas, techniques, technologies, diagrams, drawings, subject matters of copyrights, models, inventions, know-how, equipment, software and security systems used, information on tests and their results, experiments, projects and specifications, financial information, commercial and manufacturing requirements, lists of partners, investors and employees and their contact details, business and contractual relationships, business forecasts, marketing plans, confidential information of third parties (to the extent permitted) or other information of commercial value, the use, transfer or disclosure of which, to an unauthorised person, may infringe the interests of the CONTRACTING PARTY.
2. CONFIDENTIAL INFORMATION within the meaning of this paragraph also includes all notes, analyses, studies, interpretations, memoranda and other documents, materials or reports (in any form or on any media) prepared by the CONTRACTOR to the extent that they contain, reflect or are based on, in whole or in part, the CONFIDENTIAL INFORMATION provided to the CONTRACTOR in accordance with the CONTRACT during its term or before its conclusion, in connection with or on the occasion of its performance.
3. Subject to sections 5, 7, 8 and 10 of this paragraph, the CONTRACTOR agrees to maintain, in strict confidence, CONFIDENTIAL INFORMATION received as well as all the contents of this CONTRACT and not to disclose it to third parties and undertakes not to use such CONFIDENTIAL INFORMATION for any purpose other than the performance of this CONTRACT.
4. The CONTRACTOR shall take all steps to maintain confidentiality of CONFIDENTIAL INFORMATION with at least the same due diligence that takes into account the professional nature of the CONTRACTOR's activities.
5. The CONTRACTOR may disclose CONFIDENTIAL INFORMATION to its employees and/or SUBCONTRACTORS only to the extent that the need for such disclosure results from the performance of the CONTRACT and upon prior consent of the CONTRACTING PARTY in writing under pain of nullity, provided that they are informed of the confidential nature of the information provided and their obligation, in a subcontract or in a separate agreement, to maintain confidentiality on the terms corresponding to the provisions of the GT&C and the CONTRACT. In addition, in the contract with the SUBCONTRACTOR, the CONTRACTOR shall oblige the SUBCONTRACTOR to return to the CONTRACTING PARTY or remove CONFIDENTIAL INFORMATION on the terms provided for in this paragraph.
6. The CONTRACTOR guarantees that the SUBCONTRACTOR will not violate the rules for the protection of CONFIDENTIAL INFORMATION, the scope of which is regulated in this paragraph. Each case of a SUBCONTRACTOR's breach of these rules shall constitute the non-performance of an obligation by the CONTRACTOR.
7. The CONTRACTOR may disclose the content of the CONTRACT to a bank or insurer, which will issue a Performance Guarantee in accordance with the requirements set out in § 19 of the GT&C, to the extent necessary to issue such a Guarantee.
8. The CONTRACTING PARTY's consent is not required for the disclosure of CONFIDENTIAL INFORMATION to companies of the QEMETICA Group.
9. The obligation of confidentiality binds the CONTRACTOR for a period of 10 years.
10. The confidentiality obligations set out in this paragraph do not apply to information with regard to which the CONTRACTOR proves that:
 - 1) it was in its possession before the CONTRACTING PARTY made it available under the CONTRACT;
 - 2) information that is generally known or has been made public without violating the confidentiality obligation resulting from the CONTRACT;
 - 3) information was obtained by the CONTRACTOR from a third party, on which no confidentiality obligation has been imposed;
 - 4) information was independently developed by the CONTRACTOR on its behalf, without the use of CONFIDENTIAL INFORMATION;
 - 5) it is obliged to disclose the information to public authorities, in accordance with generally applicable provisions of law or a legally valid decision of a court, a competent law enforcement authority or a

competent administrative authority, including, in particular, competent regulatory authorities over the securities market, provided that immediately after becoming aware of such obligation, the CONTRACTOR shall notify the CONTRACTING PARTY about the emergence of such an obligation and prior to the disclosure of CONFIDENTIAL INFORMATION on this basis, and that disclosure on this basis shall be limited only to such information that, in accordance with the law or a decision (order), should be provided or disclosed to a competent court or authority;

11. In the event of an obligation to disclose CONFIDENTIAL INFORMATION on the basis of the provisions referred to in section 10 point 5) of this paragraph, the CONTRACTOR undertakes to cooperate reasonably with the CONTRACTING PARTY in activities aimed at changing or revoking the decision to impose the obligation to disclose CONFIDENTIAL INFORMATION and in any related proceedings.
12. At the request of the CONTRACTING PARTY, and in the event of withdrawal from the CONTRACT, immediately after receiving the declaration of withdrawal from the CONTRACT, the CONTRACTOR shall return to the CONTRACTING PARTY all documents, materials and other information carriers containing CONFIDENTIAL INFORMATION, including all copies and reproductions thereof, held by the CONTRACTOR and its SUBCONTRACTORS in connection with the performance of the CONTRACT. Regardless of the fulfilment of the obligation indicated in the preceding sentence, the CONTRACTOR shall continue to be bound by the obligations arising from this paragraph.
13. Notwithstanding the foregoing, the CONTRACTOR may keep in the files of its legal department one (1) copy of the CONFIDENTIAL INFORMATION received or produced under or in connection with the performance of the CONTRACT solely for the purpose (if necessary) of: (i) securing its rights and obligations in relation to such CONFIDENTIAL INFORMATION (including in connection with legal proceedings) or (ii) to ensure compliance with statutory obligations imposed on the CONTRACTOR (if any).
14. All CONFIDENTIAL INFORMATION is disclosed by the CONTRACTING PARTY "as is", which means that the CONTRACTING PARTY hereby does not grant and excludes any guarantee or assurance with respect to the CONFIDENTIAL INFORMATION provided or disclosed by it or on its behalf as to its accuracy, completeness, quality, merchantability or fitness for a particular purpose. The CONTRACTING PARTY shall not be liable, directly or indirectly, to the CONTRACTOR for any damages that may arise as a result of the CONTRACTOR's permitted use of the CONFIDENTIAL INFORMATION or any errors in it or its incompleteness.
15. CONFIDENTIAL INFORMATION shall remain the sole property of the CONTRACTING PARTY. Nothing in this CONTRACT is intended to: (a) transfer to the CONTRACTOR any right, title, interest or permission to use (licence) with regard to any of the CONTRACTING PARTY'S CONFIDENTIAL INFORMATION (including any intellectual property rights contained therein) and (b) create any obligation, implicitly or otherwise.

§21. INTELLECTUAL PROPERTY

1. As part of the remuneration specified in the CONTRACT and subject to sections 2, 5 and 6 of this paragraph, the CONTRACTOR transfers to the CONTRACTING PARTY the economic copyrights to all works covered by the SUBJECT MATTER OF THE CONTRACT, in particular the DESIGN or software (hereinafter also collectively referred to as "Works"), upon their transfer or made available to the CONTRACTING PARTY in any form, including by installing on a development or production environment or by sending it to the CONTRACTING PARTY (whichever comes first), which shall not require a separate document.
2. The CONTRACTOR undertakes that in the case of Works which it has not created and to which it has no economic copyrights, it shall acquire these rights from the creator or other authorised entity to the extent allowing the CONTRACTOR to transfer the economic copyrights to the Works to the CONTRACTING PARTY, on the terms set out in this paragraph.
3. The transfer of economic copyrights to the Works (other than software) shall be without limitations as to territory, time, number of copies, and in the following fields of use:
 - 1) recording and reproducing of the Works using any technique, including printing, reprographic, magnetic storage and digital technique;
 - 2) saving the Works to computer memory;
 - 3) public exhibition, display and reproduction of the Works;
 - 4) lending a copy or the original of the Work;
 - 5) making the Works available in such a way that anyone can have access thereto, at a place and time of their choice (including the internet);
 - 6) within the scope of trading the original or the copies on which the Works are recorded - the sale of the original Works and their marketing;
 - 7) making reprints of the whole or part of the Works, and making them available for surveys, exhibitions and catalogues;

- 8) own use of the Works to the extent necessary to implement the investment for which the SUBJECT MATTER OF THE CONTRACT is to be performed, and operation, repair and overhaul of the investment or its part for which the SUBJECT MATTER OF THE CONTRACT is to be performed, its future modernisation, reconstruction or expansion, including making the Works available:
 - a) to other contractors as the basis or start-up material for making other project designs, directly related to the investment for which the SUBJECT MATTER OF THE CONTRACT is to be performed;
 - b) to the contractors participating in procurement procedures for the execution of the work within the scope of construction, operation, repair or renovation of the investment connected with the SUBJECT MATTER OF THE CONTRACT or its part, its future modernisation, reconstruction or expansion, in particular through the inclusion of a work into the technical documentation for the investment;
 - c) in part required for other contractors as a basis for the implementation or supervision of the execution of work;
 - d) in the part necessary to third parties involved in the investment process connected with the SUBJECT MATTER OF THE CONTRACT.
4. The transfer of economic copyrights to the software Works shall be made without limitation as to the territory, time, number of copies, in the following fields of use:
 - 1) permanent or temporary reproduction of a computer program in whole or in part by any means and in any form;
 - 2) translation, adaptation, rearrangement or any other changes to the computer program;
 - 3) disseminating, including lending or renting, a computer program or a copy thereof.
5. If, as part of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR provides software for which the CONTRACT stipulates the granting of a licence to the CONTRACTING PARTY, the CONTRACTOR shall grant, as part of the remuneration, at the time specified in section 1, the licences necessary for the CONTRACTING PARTY to use such software in accordance with the provisions of section 7, in the fields of use referred to in section 4.
6. The CONTRACTOR undertakes that in the case of the software Works to which the CONTRACTOR has no economic copyrights, and for which the CONTRACT stipulates the granting of a licence to the CONTRACTING PARTY, it shall acquire such a licence from the authorised entity allowing for the granting the CONTRACTING PARTY a further licence, or it shall ensure that a licence shall be granted to the CONTRACTING PARTY directly by the authorised entity, as part of the remuneration provided for in the CONTRACT, under the conditions set out in this paragraph.
7. The granted licences for the use of the Works being the software shall contain at least the CONTRACTING PARTY's right to use the software for an indefinite time and unlimited territory by the CONTRACTING PARTY, to transfer all licence rights to the legal successor or entities belonging to the QEMETICA Group, to grant sub-licences to entities belonging to the QEMETICA Group, to make software available in the SaaS model.
8. Subject to the provisions of section 9, licences may be terminated with a 5-year notice period with effect at the end of the calendar year, provided however that the CONTRACTOR undertakes and guarantees that the right to terminate indicated in this section shall not be exercised.
9. In the event that the CONTRACTING PARTY breaches the terms of the licence granted and infringes the economic copyrights of the CONTRACTOR or another authorised licensor, and does not cease the infringement despite requesting the CONTRACTING PARTY to do so and designating to the CONTRACTING PARTY for this purpose an appropriate deadline, not shorter than fourteen (14) days, the CONTRACTOR or, respectively, another eligible licensor shall be entitled to terminate the licence with an additional 30-day notice period. The request referred to in the preceding sentence must, under pain of nullity, be made in writing and contain a clear reservation that the CONTRACTOR or another duly authorised licensor shall be entitled to terminate the licence in the event that the CONTRACTING PARTY fails to cease the breaches expressly and precisely listed in the request.
10. The CONTRACTING PARTY is entitled to use the transferred Works during the implementation of the investment for which the DESIGN is intended, the operation of the facility for which the DESIGN was used, its diagnosis, repair and renovation, future modernisation, reconstruction or extension, performed by the CONTRACTING PARTY itself or by third parties.
11. The CONTRACTOR is obliged to provide the CONTRACTING PARTY with the source code in each case when the CONTRACTING PARTY is provided with individual Works constituting computer programs. The CONTRACTOR undertakes not to use any techniques or limitations that would prevent the CONTRACTING PARTY from reading or writing the source code.
12. The CONTRACTOR declares that the remuneration referred to in this paragraph exhausts all claims against the CONTRACTING PARTY for the performance of the obligations specified in this paragraph, in particular the

transfer of economic copyrights in all fields of use indicated in section 3 and 4 of this paragraph and granting a licence on the terms specified in sections 5-8 of this paragraph.

13. The CONTRACTING PARTY shall be entitled to the exclusive right of preemption of the economic copyrights to the Works in respect of the fields of use unknown at the time of the conclusion of the CONTRACT, which shall emerge in the future. The CONTRACTOR, in the scope of the fields of use referred to in the first sentence, is obliged to sell to the CONTRACTING PARTY the economic copyrights to the Works, at its first request. Notwithstanding the foregoing, the CONTRACTING PARTY has the right to request the transfer of economic copyrights to the Works in the fields of use known at the time of concluding the CONTRACT, other than those listed in sections 3 and 4 of this paragraph.
14. The CONTRACTOR allows the CONTRACTING PARTY to exercise derivative rights to the Works and transfers to the CONTRACTING PARTY the exclusive right to consent to the exercise of derivative copyrights to the Works. The aforementioned right includes, in particular, the CONTRACTOR's consent to use and dispose of the elaborations of the Works.
15. The CONTRACTOR grants unconditional consent to the CONTRACTING PARTY and entities entrusted by the CONTRACTING PARTY with the execution of the SUBJECT MATTER OF THE CONTRACT, pursuant to article 636 §1 of the Civil Code or on the basis of § 7 section 3 of the GT&C or § 17 section 7 of the GT&C, without restrictions, to make changes to the Works.
16. The CONTRACTOR ensures that, subject to the exceptions expressly indicated in the CONTRACT, it holds economic rights to the Works and they are not in any way limited or encumbered with the rights of third parties, and that the Works do not infringe the rights of any third parties, and declares that it shall provide the CONTRACTING PARTY with the assurance that the author of the Works will not exercise the moral rights to the Works against the CONTRACTING PARTY and its legal successors, to whom the economic rights to the Work will be transferred.
17. With the release of the Works to the CONTRACTING PARTY, the CONTRACTOR transfers to the CONTRACTING PARTY, as part of the remuneration specified in the CONTRACT, the ownership of copies of the Work and the carriers on which the Works have been fixed.
18. The CONTRACTOR declares that the Works, including technologies used to implement the SUBJECT MATTER OF THE CONTRACT, shall not infringe any copyright, patent, design, trademarks and other intellectual property rights reserved by or for the benefit of third parties.
19. Notwithstanding the foregoing, the CONTRACTING PARTY shall be entitled to use in its activities any data and information, including those of a technical, business or commercial nature, contained in the documentation prepared as part of the performance of the CONTRACT, and to provide such information for use by companies from the Group QEMETICA.
20. The CONTRACTOR declares that any declarations expressed in this paragraph will not be withdrawn, and the withdrawal of any of the CONTRACTING PARTY's rights will result in the CONTRACTOR's liability for improper performance of the CONTRACT.
21. Notwithstanding any other provisions hereof, if any third parties raise - against the CONTRACTING PARTY, its legal successors or entities to which the CONTRACTING PARTY will transfer the rights under the CONTRACT - any claims resulting from infringement of economic or moral copyrights, derivative rights, patent, registered design, trademark or trade name rights, or any other rights created on non-material assets, the CONTRACTOR shall immediately release the CONTRACTING PARTY, its successors or entities to whom the CONTRACTING PARTY will transfer the rights under the CONTRACT, from any liability resulting from such claims and cover all costs incurred by the CONTRACTING PARTY in connection with such claims.
22. Regardless of the CONTRACTOR's obligations indicated above, if any third parties raise - against the CONTRACTING PARTY, its legal successors or entities to which the CONTRACTING PARTY will transfer the rights under the CONTRACT - any claims for infringement of intellectual property rights in connection with the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR either in the shortest possible period of time shall obtain for the CONTRACTING PARTY the right to exercise, without infringement, the intellectual property rights to which such claims relate, or change, or replace the element to which the claims relate, with one that does not cause any infringement of intellectual property rights. Such modification or replacement may not reduce the functionality or usefulness of the SUBJECT MATTER OF THE CONTRACT indicated in the CONTRACT.
23. In the event that the CONTRACTOR fails to perform the obligations referred to in section 22 of this paragraph, the CONTRACTING PARTY shall be entitled, at the CONTRACTOR's cost and risk, to take such action as it deems necessary to obtain the right to exercise the intellectual property rights to which the submitted claims relate, and where such rights cannot be obtained, to make the necessary modifications, or replacement of the element to which the claims relate, with one that will not cause such infringement. The CONTRACTOR shall

bear the total cost of such actions and remedy the damage incurred by the CONTRACTING PARTY in this respect.

§22. FORCE MAJEURE

1. Force majeure events are understood to mean all external and sudden events that could not be foreseen at the time of concluding the CONTRACT, which could not be resisted and whose effects could not be prevented, in particular (but not limited to) the following events, if they meet above conditions:
 - 1) wars (declared or not), including civil wars, military coups and other military actions, terrorists acts, mobilizations, or embargoes;
 - 2) radioactive radiation or radioactive contamination from nuclear fuel or nuclear waste, from the combustion of nuclear fuel, radioactive or toxic explosives and other hazardous properties of any explosive nuclear complexes or their nuclear components;
 - 3) epidemics, natural disasters such as earthquake, collapse, flood,if they result in the impossibility of performance or inability to properly perform the obligations arising from the CONTRACT.
2. Subject to the provisions of this paragraph, if a force majeure occurs, neither PARTY will be liable for non-performance or improper performance of the CONTRACT or for any damage caused by the occurrence of a force majeure event. The occurrence of a force majeure event and its impact on the performance of the CONTRACT must be demonstrated by the PARTY invoking force majeure.
3. If a PARTY is unable to fulfill its obligations due to force majeure, it will be obliged to:
 - 1) immediately notify the other PARTY of this fact, no later than within two (2) days from the moment it obtained information about the occurrence of such an event and its impact on the performance of the CONTRACT, and
 - 2) present reliable evidence of the above within 1 day from the moment of notification, in accordance with point 1) above, and
 - 3) take all appropriate and reasonable remedial measures (provided that if it is obvious that taking such measures would not bring the expected results, the PARTY does not have to take them), under pain of losing the right to invoke a force majeure event.
4. When the force majeure event ceases, the other PARTY shall be notified of this fact immediately, but not later than within 1 day from the date on which the PARTY referring to the force majeure event has learned about its termination, under pain of losing the right to invoke the occurrence of a force majeure event.
5. In the event of force majeure continuing over a period of more than ten (10) days, the PARTIES, in good faith, shall agree on a solution that satisfies the interests of both of them. If the PARTIES fail to reach an agreement within seven (7) days from the commencement of negotiations, and the state of force majeure persists, the CONTRACTING PARTY shall be entitled to submit a declaration of withdrawal from the CONTRACT in whole or in part (at the discretion of CONTRACTING PARTY). If the CONTRACTING PARTY does not submit a declaration of withdrawal referred to above, the CONTRACT shall be automatically extended by the duration of the force majeure state, but not longer than sixty (60) days from the date of its occurrence.

§23. GOVERNING LAW AND DISPUTE RESOLUTION

1. The CONTRACT shall be governed and interpreted in accordance with Polish law. For any cases not covered by the GT&C and the CONTRACT, the provisions of Polish law, including in particular the Act of 23 April 1964: Civil Code (consolidated text: Journal of Laws of 2023, item 1610, as amended) and the executive regulations thereto shall apply.
2. Any disputes that may arise from the CONTRACT, first shall be settled by the PARTIES amicably. If no agreement is reached within thirty (30) calendar days of the raising by one PARTY of claims against the other PARTY and the requesting of an amicable settlement of the dispute, the dispute will be referred for the jurisdiction of the appropriate common court competent for the seat of the CONTRACTING PARTY. The CONTRACTOR shall reimburse the CONTRACTING PARTY for any costs of proceedings before courts of all instances awarded to the CONTRACTING PARTY.

§24. REPRESENTATIVES OF THE PARTIES

1. Each PARTY shall appoint its representative to be responsible for decision making and for correspondence on the implementation of the CONTRACT on its behalf, but without authorisation to submit binding declarations of intent.

2. The representatives of the PARTIES referred to in section 1 of this paragraph and indicated in the CONTRACT are not authorised to enter into financial commitments or to submit other declarations of intent on behalf of the CONTRACTING PARTY or the CONTRACTOR, resulting in a change of the CONTRACT.
3. The change of PARTIES representatives does not constitute a change to the CONTRACT and does not require a written amendment to the CONTRACT. For the effective change of the PARTIES representatives, prior written notice delivered to the other PARTY will be sufficient.

§25. GPRD

The PARTIES agree to ensure compliance with the provisions on the protection of personal data, including the regulations in force within the QEMETICA Group, provided that they are made available to the CONTRACTOR. Should the processing of personal data prove necessary for the performance of the CONTRACT, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC), with regard to which the other PARTY acts as the data controller or the entity processing the personal data in question on behalf of third parties (the so-called "processor"), the PARTIES shall conclude an agreement for personal data processing, specifying the scope and purpose of such personal data processing.

§26. FINAL PROVISIONS

1. Should any provision of this GT&C or the CONTRACT be found invalid due to its non-compliance with the law, ineffectiveness or unenforceability, or if there is a loophole in the GT&C or the CONTRACT, the validity of the remaining provisions of the CONTRACT shall not be affected by that, and the CONTRACT shall continue to be implemented without referring to the provision in question, unless the invalidity affects any material terms of the CONTRACT, or the CONTRACT stipulates that without the invalid provisions the CONTRACT would not have been concluded. In such a case the PARTIES undertake to replace such a provision with another important and effective provision, which in terms of the economic and financial impact and the intentions of the PARTIES would be as close as possible to the affected, invalid provision.
2. All changes to the CONTRACT, as well as a declaration of withdrawal from the CONTRACT, shall be made in writing to be valid.