

**GENERAL TERMS AND CONDITIONS FOR EPC CONTRACT IN THE CIECH CAPITAL GROUP****TABLE OF CONTENTS:**

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**§1. DEFINITIONS**

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

<b>"CONTRACT DOCUMENT"</b>	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;
<b>"CIECH Group"</b>	means CIECH S.A. with its registered office in Warsaw and companies for which CIECH 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 2022, item 467, as amended), including the CONTRACTING PARTY and all entities that are affiliated entities to CIECH S.A. within the meaning of that Act;

<b>GUARANTEED TECHNICAL PARAMETERS</b>	means GUARANTEED TECHNICAL PARAMETERS OF A GROUP or GUARANTEED TECHNICAL PARAMETERS OF B GROUP, respectively;
<b>“GUARANTEED TECHNICAL PARAMETERS OF A GROUP”</b>	if introduced into the CONTRACT, they mean technical parameters that the CONTRACTOR is required to achieve under pain of withdrawal from the CONTRACT by the CONTRACTING PARTY;
<b>“GUARANTEED TECHNICAL PARAMETERS OF B GROUP”</b>	if introduced into the CONTRACT, they mean technical parameters that the CONTRACTOR is required to achieve under pain of payment of contractual penalties;
<b>“CONFIDENTIAL INFORMATION”</b>	means information specified in § 22 of the GT&C;
<b>“Contractual Clauses of the CIECH Group”</b>	means anti-corruption regulations and the the CIECH Group’s Business Partner Code together with the information clause required by the GDPR;
<b>“GENERAL TERMS AND CONDITIONS” or “GT&amp;C”</b>	means these GENERAL TERMS AND CONDITIONS OF THE EPC CONTRACT IN THE CIECH CAPITAL GROUP;
<b>“PARTIAL ACCEPTANCE”</b>	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;
<b>“FINAL ACCEPTANCE”</b>	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 relating to the warranty or provided quality guarantee, as confirmed by both PARTIES in the FINAL ACCEPTANCE protocol;
<b>“GUARANTEE PERIOD”</b>	means BASIC GUARANTEE PERIOD or EXTENDED GUARANTEE PERIOD respectively, depending on the context used in the GT&C or CONTRACT;
<b>“BASIC GUARANTEE PERIOD”</b>	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; the CONTRACTOR commits to remove the defects and faults discovered within the Basic Guarantee Period as provided for in the CONTRACT and in the GT&C;
<b>“SUBCONTRACTOR”</b>	means the entity to which the CONTRACTOR entrusts the performance of part of the SUBJECT MATTER OF THE CONTRACT regarding supplies, services or construction works;
<b>“HEALTH AND SAFETY PROGRAMME”</b>	means the Health and Safety Programme developed by the CONTRACTOR based on internal regulations in the field of Safety and Health Protection (BIOZ) for the performance of the SUBJECT MATTER OF THE CONTRACT possessed by the CONTRACTOR and agreed with the CONTRACTING PARTY;
<b>“QUALITY ASSURANCE CONTROL PROGRAMME”</b>	means the Quality Assurance and Control Programme, developed by the CONTRACTOR, based on the system for quality assurance and applicable to the performance of the SUBJECT MATTER OF THE CONTRACT possessed by the CONTRACTOR and agreed with the CONTRACTING PARTY;
<b>“DESIGN”</b>	means the set of documents, created by the CONTRACTOR in connection with the SUBJECT MATTER OF THE CONTRACT and submitted to the CONTRACTING PARTY, as well as each document or part thereof and its copy handed over to the CONTRACTING PARTY by the CONTRACTOR. The DESIGN includes, but it is not limited to, the construction design within the meaning of the Act of July 7, 1994 Construction Law (consolidated text Journal of Laws of 2023, item 682, as amended) (hereinafter also referred to as “Construction Law”), technological and technical designs, execution designs, as-built documentation, shop

	drawings, manuals and other materials developed for the needs of the CONTRACT, in accordance with the law, in particular with the Construction Law and the requirements for the SUBJECT MATTER OF THE CONTRACT, as specified in the CONTRACT;
<b>"SUBJECT MATTER OF THE CONTRACT"</b>	means the performance of construction works specified in the CONTRACT or the object or any part thereof specified in the CONTRACT together with all obligations specified in the CONTRACT, in particular ancillary works, plants, supplies and DESIGN (where applicable) as specified in the Attachment to the CONTRACT, which CONTRACTOR has been commissioned to perform under the CONTRACT;
<b>"START-UP"</b>	means the stage of the CONTRACT execution in which the CONTRACTOR first shall check the function of all the equipment, plants and technological systems without use of process media such as: water, steam, sorbent, heating oil, compressed air, cooling agents ("cold start-up"), and then shall check the function of all the equipment, plants and technological systems under load, with use of process media ("hot start-up");
<b>"TEST RUN"</b>	means the stage of the CONTRACT execution after the successful completion of ADJUSTMENT RUN, during which the CONTRACTOR shall demonstrate the ability of all of the equipment and plants within the scope of the SUBJECT MATTER OF THE CONTRACT to operate properly and meet the GUARANTEED TECHNICAL PARAMETERS OF A GROUP and/or B GROUP required by the CONTRACT;
<b>"ADJUSTMENT RUN"</b>	means the stage of the CONTRACT execution after the positive completion of START-UP and before TEST RUN, during which the CONTRACTOR shall regulate and optimise functioning of all of the equipment within the scope of the SUBJECT MATTER OF THE CONTRACT, when all the systems operate properly;
<b>"PARTIES" or "PARTY"</b>	means the CONTRACTING PARTY and the CONTRACTOR jointly or individually;
<b>"CONTRACT"</b>	means the contract concluded by the PARTIES for the performance of the SUBJECT MATTER OF THE CONTRACT specified therein, as well as 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 ;
<b>"DEFECT"</b>	means (i) a physical defect in accordance with article 556 <sup>3</sup> §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 the SUBJECT MATTER OF THE CONTRACT executed by the CONTRACTOR within the meaning of article 556 <sup>3</sup> of the Civil Code;
<b>"SUBSTANTIAL DEFECT"</b>	means a DEFECT that meets one or more of the following characteristics: <ol style="list-style-type: none"><li>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,</li><li>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,</li><li>3) the cost of its removal exceeds in total 10% of the value of net remuneration specified in the CONTRACT,</li><li>4) GUARANTEED TECHNICAL PARAMETERS have not been reached;</li></ol>
<b>"INSUBSTANTIAL DEFECT"</b>	means any DEFECT other than a SUBSTANTIAL DEFECT;

<b>"EXTENDED GUARANTEE PERIOD"</b>	means the period of quality guarantee for the SUBJECT MATTER OF THE CONTRACT within the scope of structural components (load-bearing elements fulfilling construction tasks including in particular foundations, load-bearing walls, supports, brackets and poles), counted from the date of the FINAL ACCEPTANCE, in which the structural components of the SUBJECT MATTER OF THE CONTRACT must represent the quality required in the CONTRACT and meet the requirements stipulated by law in force; the CONTRACTOR shall remove any DEFECTS discovered within the EXTENDED GUARANTEE PERIOD as provided for in the CONTRACT and the GT&C;
<b>"CONTRACTOR"</b>	means the entity the CONTRACTING PARTY has concluded the CONTRACT with;
<b>"Attachment"</b>	means any document attached to the CONTRACT DOCUMENT, constituting an integral part of the CONTRACT;
<b>"CONTRACTING PARTY"</b>	means the company within the CIECH Group specified in the CONTRACT as a PARTY;

## **§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, followed by the provisions of the GENERAL TERMS AND CONDITIONS in the first place, and then the remaining Attachments.
4. The application of all 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 appropriate technical expertise, equipment, and experience necessary for the professional execution of the SUBJECT MATTER OF THE CONTRACT and that its financial situation, technical facilities and access to qualified personnel enable it to fulfil the obligations resulting 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 that it has inspected the future construction site 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 is familiar with the project documentation and with the documentation of the available devices provided by the CONTRACTING PARTY and confirms that it is complete and sufficient for the performance of the SUBJECT MATTER OF THE CONTRACT and does not report any objections to it.
4. The CONTRACTOR declares that it conducts its activities in accordance with the applicable law provisions, especially with the provisions pertaining to the protection of the environment, labour and social law including health and safety, and, that it does not infringe the employment regulations.
5. The CONTRACTOR declares that neither any reorganisation proceedings are being conducted against it, nor has a petition for its bankruptcy been filed, it is not insolvent or in danger of insolvency, and that it is not in arrears with its obligations to the Social Insurance Institution (ZUS) or to the Tax Office.

## **§4. CONTRACTOR'S OBLIGATIONS**

1. The CONTRACTOR undertakes to execute the CONTRACT in accordance with the principles of state-of-the-art technical knowledge, the latest technical and engineering standards, the law and standards applicable in this respect, the arrangements with the CONTRACTING PARTY and the administrative decisions concerning the SUBJECT MATTER OF THE CONTRACT.
2. The CONTRACTOR undertakes to perform, within the time limits specified in the CONTRACT and as part of REMUNERATION stipulated in the CONTRACT all the works necessary for the achievement of the effect agreed between the PARTIES in the form of the properly performed SUBJECT MATTER OF THE CONTRACT, regardless of whether such works have been clearly defined in the CONTRACT, or result indirectly from the CONTRACT, and which the CONTRACTOR, as having sufficient knowledge and experience, should have predicted as necessary for the proper performance of the SUBJECT MATTER OF THE CONTRACT.
3. In particular, the CONTRACTOR undertakes to:
  - 1) prepare the DESIGN and operation documentation (if necessary) in accordance with the material scope specified in the CONTRACT and the requirements of § 12 GT&C;
  - 2) obtain the appropriate permits or make the appropriate filings to conduct the works being the SUBJECT MATTER OF THE CONTRACT at the CONTRACTING PARTY's premises to the extent required by law;
  - 3) take over the construction site on the basis of the construction site taking-over protocol, the model for which constitutes the part of the Acceptance Procedure, included in the Attachment;
  - 4) provide security and comply with all conditions contained in the construction site taking-over protocol
  - 5) prepare and secure the construction site;
  - 6) ensure the presence of a construction manager at the construction site throughout the performance of the SUBJECT MATTER OF THE CONTRACT and the managers of individual sectors in the scope appropriate for the proper performance of the CONTRACT;
  - 7) keep complete construction documentation in accordance with the applicable regulations, in particular the construction log and the book of measurements of completed and accepted works, and submit it to the CONTRACTING PARTY prior to the FINAL ACCEPTANCE;
  - 8) purchase and supply, at its own expense and within the remuneration specified in the CONTRACT, all equipment and materials necessary for the performance of the CONTRACT;
  - 9) execute the SUBJECT MATTER OF THE CONTRACT using the materials and equipment which have been manufactured, no earlier than 6 months before the date of assembly as per schedule, with the quality specified in the DESIGN or in other documents attached to the CONTRACT, after their prior approval of the CONTRACTING PARTY;
  - 10) pass to the CONTRACTING PARTY, within a period agreed with the CONTRACTING PARTY which in no case may be shorter than 14 days prior to starting the acceptance of a given stage of the CONTRACT, all necessary approvals, certificates and declarations of conformity with the relevant Polish Standards and/or other documents required by construction law, concerning materials and equipment used for the execution of the SUBJECT MATTER OF THE CONTRACT, as well as those necessary approvals, certificates and declarations of conformity resulting from the material scope of the SUBJECT MATTER OF THE CONTRACT specified in the CONTRACT and which due to its use in the seat of the CONTRACTING PARTY are required by pharmaceutical, energy law, HACAP, GMP, REACH, ISO, or the machinery directive and ATEX, depending on the needs identified in the SUBJECT MATTER OF THE CONTRACT;
  - 11) promptly inform the CONTRACTING PARTY of any defects in the design documentation provided by the CONTRACTING PARTY and noticed during the execution of the CONTRACT, not later than three (3) days from the date of their disclosure, and submit assumptions for appropriate modifications in order to remove such defects;
  - 12) carry out the construction works;
  - 13) perform the CONTRACT properly and timely;
  - 14) execute and pass to the CONTRACTING PARTY the as-built documentation together with all the necessary decisions and permits required for the proper operation and use of the SUBJECT MATTER OF THE CONTRACT;
  - 15) train CONTRACTING PARTY's personnel;
  - 16) provide a guarantee service for the SUBJECT MATTER OF THE CONTRACT;
  - 17) provide the necessary technical supervision of the works carried out as well as the personnel having permissions required to operate the equipment and to work at heights, furnished with personal

- protection equipment devices and the basic tools necessary for the performance of the SUBJECT MATTER OF THE CONTRACT and adjusted to the work environment, which can be used for particular kind of work according to their manufacturer's information;
- 18) comply with the safe work rules and applicable environmental regulations;
  - 19) prevent its employees from working, without initial training in occupational health and safety, hazards at the plant/construction site, as well as without instruction in the general terms and guidelines of the organisation/operation of the facility and in safe behaviour on the premises, with particular emphasis on hazards in the area in which the SUBJECT MATTER OF THE CONTRACT is to be implemented;
  - 20) conduct, prior to work, initial training in occupational health and safety of their employees by a person designated by the CONTRACTOR, who is appropriately qualified for such a task;
  - 21) establish and discuss with the CONTRACTING PARTY all possible situations that may affect the safety of the employees, both of the CONTRACTOR and of the CONTRACTING PARTY, in particular relating to hazardous work, among others, technological utility supply, and the method and rules of conduct in cases of such situations;
  - 22) comply with the environmental, health and safety, fire protection and road traffic regulations applicable at the CONTRACTING PARTY's premises;
  - 23) prevent from performing the works under the CONTRACT any person hired by the CONTRACTOR or its subcontractors who, through its lack of qualifications or due to non-compliance with provisions of law, occupational health and safety rules, fire protection regulations or improper behaviour, insubordination or serious negligence, threatens, in any way, the safety, interests of the CONTRACTING PARTY or due execution of the CONTRACT;
  - 24) report immediately the accidents at work and any potential accidents that may occur at the CONTRACTING PARTY's premises while performing work under the CONTRACT; the notification should be submitted to the person approving permits for the carrying out of works (the Head of the Organisational Unit) and the employee of the OHS services of the CONTRACTING PARTY;
  - 25) carry out the work in accordance with on-site Standards for Work and the OHS regulations;
  - 26) present, for the CONTRACTING PARTY's approval, the key representatives of the CONTRACTOR for the construction site, along with the number of permissions and valid insurance (of the construction manager, works managers, building inspectors and others, as required by Construction Law), within seven (7) days from signing the CONTRACT, but in any case, not later than stipulated by applicable provisions of law;
  - 27) prepare and hand over the QUALITY ASSURANCE AND CONTROL PROGRAMME to the CONTRACTING PARTY for acceptance;
  - 28) prepare and hand over the SAFETY and HEALTH PROGRAMME (BiOZ) to the CONTRACTING PARTY for acceptance – the CONTRACTING PARTY may present to the CONTRACTOR its own requirements in this respect, which, in such a case, shall be incorporated into the CONTRACT as an Attachment;
  - 29) supervise the process of the supply of materials and equipment necessary for the performance of the CONTRACT, as well as their reception, unloading and protection and their use on the construction site;
  - 30) provide the software for the SUBJECT MATTER OF THE CONTRACT as indicated in the Attachment to the CONTRACT and subject to the terms of §23 of the GT&C;
  - 31) comply with the internal principles and safety procedures applied by the CONTRACTING PARTY;
  - 32) take, in the case of discovered delays or emergency situations or situations posing threat to safety, appropriate remedial measures, such as making appropriate repairs, increasing the number of personnel or equipment, extending daily working time, working on public holidays, etc.;
  - 33) take into account final administrative decisions obtained in the name and on behalf of the CONTRACTING PARTY during the design and construction phases as well as those submitted to the CONTRACTOR by the CONTRACTING PARTY;
  - 34) immediately inform the CONTRACTING PARTY of any changes to entries in the Register of Entrepreneurs of the National Court Register; in the case of any failure to do so, correspondence sent to the last known address of the CONTRACTOR will be deemed properly delivered;
  - 35) provide protection, fencing and marking for the construction area;
  - 36) provide employees with proper clothing and IDs;
  - 37) ensure cleanliness of access roads;

- 38) arrange and confirm in advance with the owner of the area concerned, any exclusions, inclusions of plants or areas covered by the CONTRACT that are in operation, and take them into account when implementing the schedule of the CONTRACT;
- 39) implement the SUBJECT MATTER OF THE CONTRACT in such a manner as not to disturb the continuity and safety of production on the CONTRACTING PARTY's premises;
- 40) comply with the CONTRACTING PARTY's instructions and orders related to the implementation of the provisions of the CONTRACT on the CONTRACTING PARTY's premises
- 41) return any documentation provided to the CONTRACTOR by the CONTRACTING PARTY for the performance of the CONTRACT, on or before the FINAL ACCEPTANCE.

## **§5. SUBCONTRACTORS**

1. The CONTRACTOR may subcontract the SUBJECT MATTER OF THE CONTRACT to subcontractors only with the prior written consent of the CONTRACTING PARTY and provided that the detailed scope of commissioned works was notified to the CONTRACTING PARTY by the CONTRACTOR or SUBCONTRACTOR prior to such work commencement.
2. On the conditions specified in these GT&C, 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 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 CONTRACTING PARTY may satisfy the due claim of the SUBCONTRACTOR against the CONTRACTOR for the performance of works or deliveries included in the SUBJECT MATTER OF THE CONTRACT by paying the SUBCONTRACTOR's remuneration directly to its account, to which the CONTRACTOR herewith agrees (which means consent within the meaning of article 518 § 1 point 3 ) of the Civil Code). Thus, the CONTRACTING PARTY shall acquire the repaid claim, which it will be entitled to set off against the CONTRACTOR's remuneration due for the performance of the SUBJECT MATTER OF THE CONTRACT.
4. In the event that the CONTRACTING PARTY pays remuneration to the SUBCONTRACTOR, if the CONTRACTING PARTY does not make a deduction in accordance with the provisions of section 3, the CONTRACTOR undertakes to return to the CONTRACTING PARTY the amount equal to the amount of remuneration paid by the CONTRACTING PARTY together with statutory interest calculated from the date of payment to the SUBCONTRACTOR, unless this amount has already been deducted from the CONTRACTOR's remuneration as a deposit in accordance with section 7 point 11) of this paragraph and paid directly to the SUBCONTRACTOR.
5. Regardless of the possibility to apply the solution provided for in sections 3 and 4, the PARTIES allow the eventuality of satisfying the due claims of SUBCONTRACTORS by way of remittance (article 921<sup>1</sup> et seq. of the Civil Code) under an agreement concluded separately at the request of the CONTRACTOR or CONTRACTING PARTY, between the CONTRACTING PARTY, CONTRACTOR and SUBCONTRACTOR. The agreement referred to in the preceding sentence shall be concluded in writing under pain of nullity, according to the specimen contained in the Attachment, and the payment of the SUBCONTRACTOR's remuneration by the CONTRACTING PARTY on the basis of such an agreement shall be credited to the CONTRACTOR's remuneration up to the amount paid to the SUBCONTRACTOR, which shall not affect the CONTRACTOR's obligations, in particular, the risk and its liability under the CONTRACT;
6. The CONTRACTOR is responsible for the actions and omissions of the SUBCONTRACTORS the same as for its own actions or omissions.
7. In the case of SUBCONTRACTORS performing construction and assembly works, regardless of the requirements stipulated in article 647<sup>1</sup>§1 of the Polish Civil Code, the CONTRACTOR undertakes to apply the following provisions:
  - 1) The CONTRACTOR may subcontract the performance of a given part of works subject to the notification of the detailed scope thereof to the CONTRACTING PARTY prior to the commencement of these works and the consent of the CONTRACTING PARTY for the same, and on the condition that the value of all of the works subcontracted to all SUBCONTRACTORS shall not exceed 90% of the total net remuneration of the CONTRACTOR agreed in the CONTRACT;
  - 2) The notification referred to in point 1) above shall be made by the CONTRACTOR to the CONTRACTING PARTY in written form, as per specimen contained in the Attachment. In addition, in

order to obtain the CONTRACTING PARTY's consent for the performance of works by a given SUBCONTRACTOR, together with the notification of the scope of works, the CONTRACTOR shall submit a draft subcontract and the part of the documentation referring to the works to be subcontracted. In the notification referred to in point 1), the CONTRACTOR shall indicate the detailed scope of works to be subcontracted, specific items of the scope of the material scope and of the schedule indicated in the Attachments, corresponding to the scope of works to be subcontracted, the total net remuneration of the SUBCONTRACTOR for the performance of the subcontracted works and the total net remuneration of the CONTRACTOR arising from the CONTRACT for the scope of works corresponding to the subcontracted scope. The burden of proof of the proper submitting of the said notification rests with the CONTRACTOR;

- 3) If the CONTRACTING PARTY, within the thirty (30)-day period starting from the day of submitting of the notification of the SUBCONTRACTOR by the CONTRACTOR referred to in points 1) and 2) above, does not submit its written objection to the CONTRACTOR and SUBCONTRACTOR, this shall be deemed as its approval of the subcontracting the works covered by the notification. On the SUBCONTRACTOR's demand, the CONTRACTOR may request the CONTRACTING PARTY to submit a written declaration to confirm the effective notification of the SUBCONTRACTOR to the CONTRACTING PARTY;
- 4) In the event that CONTRACTOR intends to change the scope of works subcontracted to the SUBCONTRACTOR or to change the remuneration due to the SUBCONTRACTOR for the works subcontracted during the performance of the CONTRACT, the CONTRACTOR shall be obliged to notify such an intent to the CONTRACTING PARTY no later than fifteen (15) business days before the planned date of implementing of the changes in the scope of works or the change of the remuneration. For this purpose the CONTRACTOR shall submit to the CONTRACTING PARTY the updated notification, prepared in accordance with the template attached to the CONTRACT. The provision of points 1), 2) and 3) of this section shall apply accordingly;
- 5) On each demand of the CONTRACTING PARTY, the CONTRACTOR shall submit to the CONTRACTING PARTY within three (3) days from submitting of such a demand, copies of the invoices issued by the SUBCONTRACTORS, bank documents confirming that the CONTRACTOR has made the payment of remuneration due to the SUBCONTRACTORS as well as copies of the contracts concluded with the SUBCONTRACTORS;
- 6) The CONTRACTING PARTY is entitled to make the approval for a given subcontract conditional on the CONTRACTOR's submission of a Bank Subcontractor Remuneration Guarantee issued in accordance with the template attached to the CONTRACT, the required conditions of which shall be presented by the CONTRACTING PARTY to the CONTRACTOR in writing, within the period specified in point 3) of this section. Such a guarantee shall be issued for the gross amount of the remuneration specified in the contract concluded by the CONTRACTOR with the SUBCONTRACTOR, increased by 20% in connection to the need to provide security for the amounts referred to in § 5 section 7 points 12) and 13) of the GT&C, valid from the date of the conclusion of the contract with the SUBCONTRACTOR until the end of the 6<sup>th</sup> month after the signing of the FINAL ACCEPTANCE protocol, as planned according to the Schedule attached to the CONTRACT, provided however that the CONTRACTING PARTY may indicate a different value or validity period of the said guarantee;
- 7) If the CONTRACTING PARTY agreed on the conclusion of the subcontract with the SUBCONTRACTOR based on the received notification, the CONTRACTOR shall deliver to the CONTRACTING PARTY a copy of the contract concluded with the SUBCONTRACTOR together with the attachments within three (3) days after its conclusion. In the event of failure to deliver a copy of the contract within the deadline stipulated in the previous sentence and in the event that there are any differences between the content of the notification submitted according to point 2) of this section and the draft contract attached thereto, and the content of the contract actually concluded, the CONTRACTING PARTY may, within thirty (30) days from the end of the time limit specified in the previous sentence for the delivery of the contract concluded with the SUBCONTRACTOR, withdraw from the CONTRACT. Such a withdrawal shall be deemed a withdrawal for reasons attributable to the CONTRACTOR. In such a case the CONTRACTING PARTY shall be also entitled, regardless of the right to withdraw from the CONTRACT, to charge the CONTRACTOR with the contractual penalty as provided for in §17 of the GT&C;
- 8) The contract concluded between the CONTRACTOR and the SUBCONTRACTOR, shall, among others, include the following provisions:

- a) a detailed scope of works identical to the corresponding part of the scope of works constituting the SUBJECT MATTER OF THE CONTRACT and indicated in the notification;
  - b) a fixed (lump-sum) remuneration (total and final), or respectively the maximum limit of the remuneration in the case of remuneration to be settled on the basis of the scope of completed works, which, together with the remuneration of the other SUBCONTRACTORS, cannot exceed the amount indicated in point 1) of this section;
  - c) prohibition of the assignment of receivables by the SUBCONTRACTOR arising from the contract concluded with the CONTRACTOR, without the consent of the CONTRACTING PARTY;
  - d) the SUBCONTRACTOR's statement that it will not demand the increase of the fixed remuneration, particularly, in connection with the increase in the price of construction materials, construction services, energy, fuel or steel, increase in public-law levies or foreign exchange rates;
  - e) the SUBCONTRACTOR's commitment to submit to the CONTRACTING PARTY a statement of the amount of its receivables due from the CONTRACTOR, indicating the date of payment, along with a statement that these are all the receivables due from the CONTRACTOR, as per specimen in the Attachment, and the CONTRACTING PARTY's entitlement to obtain, directly from the SUBCONTRACTOR, the information regarding payments made on its behalf by the CONTRACTOR;
  - f) the time limits for the payments of receivables due for the respective scopes of work set at least seven (7) business days prior to the due dates under the CONTRACT in respect of the receivables for the corresponding scopes of works subcontracted by the CONTRACTOR;
  - g) the date of payment of the last amount due to the SUBCONTRACTOR (final invoice) set at least fourteen (14) business days preceding the due date resulting from the last invoice covering the CONTRACTOR's remuneration;
  - h) the SUBCONTRACTOR's commitment to unconditionally comply with the CONTRACTING PARTY's internal regulation in force during performance of the SUBJECT MATTER OF THE CONTRACT, in particular, with internal instructions in force, in particular with instructions for the performance of the renovation and modernisation works which are particularly hazardous, carried out on the devices and plants at the CONTRACTING PARTY's premises (if applicable) and fire safety instructions;
  - i) the obligation of the SUBCONTRACTOR to conclude an agreement with the CONTRACTING PARTY at its request, under which the CONTRACTING PARTY will assume the rights and obligations of the CONTRACTOR in the event of withdrawal from the CONTRACT and the CONTRACTING PARTY's declaration of its readiness to assume the rights and obligations arising from the contract with the given SUBCONTRACTOR.
- 9) The CONTRACTOR is obliged to pay any remuneration due to the SUBCONTRACTORS on its own, observing the payment deadlines laid down in the contract with the SUBCONTRACTOR;
  - 10) Along with each invoice regarding remuneration due to the CONTRACTOR for the completed scope of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR is obliged to demonstrate the lack of overdue payments to the SUBCONTRACTORS by presenting to the CONTRACTING PARTY statements of all SUBCONTRACTORS performing construction and assembly works, issued according to the template included in the Attachment, with the date of the protocol being the basis of the invoice issued by the CONTRACTOR, showing that the CONTRACTOR has no outstanding amounts due to SUBCONTRACTORS for the works performed as part of the CONTRACT, or in any other way accepted by the CONTRACTING PARTY, leaving no doubts as to the actual status of settlements between the CONTRACTOR and the SUBCONTRACTORS;
  - 11) In the event that the CONTRACTOR fails to demonstrate the lack of arrears in payment towards the SUBCONTRACTORS as indicated in point 10) above, or the CONTRACTING PARTY has been otherwise informed about the CONTRACTOR's delays in payments due to SUBCONTRACTORS, the CONTRACTOR shall be obliged to pay on the CONTRACTING PARTY's account an interest-free deposit in the amount equal to the value SUBCONTRACTORS' remuneration in respect of which the CONTRACTOR has not demonstrated the lack of arrears as indicated in point 10), within the time limit specified by the CONTRACTING PARTY, whereas the payment of such a deposit may be effected by deduction from the earliest due CONTRACTOR's remuneration. 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 is due, against which the deposit is to be deducted. The deposit shall

be made for the period of time until the relevant payments due to the SUBCONTRACTORS are made by the CONTRACTOR which the CONTRACTOR is obliged to prove in the manner indicated in point 10) above. The deposit shall be interest-free and shall not mature throughout the period for which it is made in accordance with this provision. The deposit shall be refunded after the expiry of the period for which it was made, if there are no reasons to use it in order to satisfy the CONTRACTING PARTY's claims secured by the deposit. In the event that the CONTRACTOR fails to pay the remuneration due to the SUBCONTRACTOR, the deposit may be allocated to the payment of the SUBCONTRACTOR's remuneration by the CONTRACTING PARTY - in this case, the CONTRACTING PARTY shall not be obliged to refund the CONTRACTOR's deposit, and the payment made in this manner shall be considered a payment towards the CONTRACTOR's remuneration, to which the CONTRACTOR hereby agrees;

- 12) In the event that the SUBCONTRACTOR initiates proceedings against the CONTRACTING PARTY pursuant to article 647<sup>1</sup> of the Civil Code, the CONTRACTING PARTY undertakes to notify the CONTRACTOR about the pending proceedings in order to allow the CONTRACTOR to join the case. The CONTRACTOR shall be obliged to return to the CONTRACTING PARTY the principal amount due together with due interest and costs of the proceedings, claimed in such proceedings and awarded from the CONTRACTING PARTY to the SUBCONTRACTOR. The CONTRACTOR, at the request of the CONTRACTING PARTY, shall be required to pay a deposit to the CONTRACTING PARTY's account, as indicated in the preceding sentence, in the amount equal to the principal amount claimed by the SUBCONTRACTOR, together with interest and costs of the proceedings, which the CONTRACTING PARTY may deduct from the CONTRACTOR's remuneration. If the CONTRACTOR fails to meet the obligation to pay the deposit and deducting the deposit from the CONTRACTOR's remuneration is not possible, the CONTRACTING PARTY shall be entitled to use, in order to secure or satisfy the claim for reimbursement of the amounts claimed by the given SUBCONTRACTOR, the Bank Subcontractor Remuneration Guarantee, and if such is not provided by the CONTRACTOR, from the Performance Guarantee;
- 13) In the event of seizure by the court enforcement officer of the SUBCONTRACTOR's claims against the CONTRACTING PARTY pursuant to article 647<sup>1</sup> of the Civil Code in the pending enforcement or security proceedings, initiated against the SUBCONTRACTOR by its creditors, the CONTRACTING PARTY shall notify the CONTRACTOR immediately about this fact, and the CONTRACTOR undertakes to submit written explanations within 1 business day of receiving the aforementioned notification and present evidence to support them. In the absence of any explanations from the CONTRACTOR within the time limit specified in the preceding sentence, or when the submitted explanations do not clearly indicate the lack of liability for non-payment of the SUBCONTRACTOR's remuneration, the CONTRACTOR shall pay the overdue remuneration to the SUBCONTRACTOR, no later than within the time limit set for the CONTRACTING PARTY by the court enforcement officer in the decision on the seizure of the claim for submitting a declaration on the SUBCONTRACTOR's claim, and in the event that enforcement or security proceedings are pending against the CONTRACTOR for the same claim, the CONTRACTOR shall make the appropriate payment to the account of the court enforcement officer carrying out the proceedings in the case and provide the CONTRACTING PARTY with a proof of payment within the same time limit. Failure to provide explanations by the CONTRACTOR or payment to the SUBCONTRACTOR or to the account of the court enforcement officer, in accordance with this provision, shall result in the CONTRACTOR's obligation to reimburse to the CONTRACTING PARTY the receivables collected by the court enforcement officer from the CONTRACTING PARTY and to cover all related costs in accordance with the legally valid decision of the court enforcement officer on the costs of enforcement or security proceedings. In such a case, the CONTRACTOR, at the request of the CONTRACTING PARTY, shall be obliged to pay a deposit securing the CONTRACTING PARTY's claim indicated in the preceding sentence to the CONTRACTING PARTY's account, in the amount equal to the amount indicated in the court enforcement officer's notice of seizure of the claim, together with interest and costs of the proceedings, which the CONTRACTING PARTY may deduct from the remuneration due to the CONTRACTOR. If the CONTRACTOR fails to meet the obligation to pay the deposit and it is not possible to deduct the deposit from the CONTRACTOR's remuneration, the CONTRACTING PARTY shall be entitled to use, in order to secure or satisfy the claim for the reimbursement of the amounts collected by the court enforcement officer from the CONTRACTING PARTY, the Bank Subcontractor Remuneration Guarantee, and if such was not provided by the CONTRACTOR, from the Performance Guarantee;

- 14) The CONTRACTOR hereby agrees that the CONTRACTING PARTY shall enter into the rights and obligations of the CONTRACTOR resulting from contracts with individual SUBCONTRACTORS, in the event of withdrawal from the CONTRACT by any of the PARTIES and submission by the CONTRACTING PARTY, separately for each SUBCONTRACTOR, a declaration of readiness to conclude agreements with individual SUBCONTRACTORS for the acquisition of the rights and obligations under the contracts concluded with them by the CONTRACTOR.
8. The provisions of this paragraph shall apply accordingly to the contracts concluded by each SUBCONTRACTOR with further subcontractors and to the contracts concluded by each further subcontractor with subsequent subcontractors
9. 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 CONTRACTOR to the further subcontractors and/or subsequent subcontractors.

## **§6. OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTY**

1. The CONTRACTING PARTY undertakes to:
  - 1) hand-over the construction site, location, plant and working area;
  - 2) provide the supervision of the investor;
  - 3) accept the SUBJECT MATTER OF THE CONTRACT, performed in accordance with the CONTRACT, within the agreed time, unless there are significant reasons for postponing the acceptance date;
  - 4) make timely payments due to the CONTRACTOR.
2. For the duration of the performance of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTING PARTY, as far as possible, agrees to allow the CONTRACTOR to use utilities against a fee, based on the current price list contained in the Attachment.
3. The PARTIES allow for the possibility of mutual compensation of payments for the performance of the CONTRACT with payments for the delivery of utilities.
4. For the duration of performance of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTING PARTY agrees to allow the CONTRACTOR to use the land and facilities of the CONTRACTING PARTY for the purposes of the CONTRACT.
5. The fees referred to in section 2 of this paragraph shall be settled once a month, on the basis of invoices issued by the CONTRACTING PARTY. The due date for these invoices shall be twenty-one (21) calendar days from the date of issue of the relevant invoice.
6. 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 specified in the schedule included in the Attachment, and if the schedule provides intermediate dates for individual parts of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR is obliged to meet the intermediate deadlines indicated in the schedule.
2. The CONTRACTING PARTY may change the date of execution of individual parts of the SUBJECT MATTER OF THE CONTRACT (intermediate dates), set out in the schedule attached to the CONTRACT, each time in agreement with the CONTRACTOR, without the need to sign an amendment to the CONTRACT. In such a case, the PARTIES will make a joint arrangement regarding the possibility of carrying out work in other work fields. The PARTIES will make every effort to ensure that the change does not cause additional costs for any of the PARTIES. In the event that the performance of works in other work fields is not possible for the CONTRACTOR due to the change in intermediate dates, the deadline for the implementation of the SUBJECT MATTER OF THE CONTRACT may be appropriately changed by the PARTIES in writing under pain of nullity. The changes introduced on the basis of this provision will not affect the amount of the remuneration specified in the CONTRACT.
3. If the CONTRACT so provides, the CONTRACTOR will start the work being the SUBJECT MATTER OF THE CONTRACT within the time limit indicated in the Work Commencement Order made in writing under pain of nullity. The CONTRACTING PARTY will provide the Work Commencement Order on the date

specified in the CONTRACT. The CONTRACTOR shall notify the CONTRACTING PARTY in writing of its readiness to take over the construction site within no more than fourteen (14) working days from the receipt of the Work Commencement Order. The CONTRACTOR will be allowed to carry out the work after signing the construction site handover protocol.

4. The person authorised to issue the Work Commencement Order will be specified in the CONTRACT.
5. If the CONTRACTING PARTY exceeds the deadline specified in the CONTRACT for issuing the Work Commencement Order, the date of the CONTRACT shall be extended accordingly. The fact that the CONTRACTING PARTY exceeds the time limit for issuing the Work Commencement Order may not exceed thirty (30) working days. Further extensions of the deadline for issuing the Work Commencement Order are possible only with the consent of the PARTIES, expressed in writing, otherwise null and void.
6. For the avoidance of doubt, the PARTIES confirm that in the event of failure to issue the Work Commencement Order by the date specified in the CONTRACT, the CONTRACTOR shall not be entitled to any additional remuneration or compensation (or any other amount as standstill).
7. A Work Commencement Order template is included in Attachment.
8. By completing the performance of the SUBJECT MATTER OF THE CONTRACT, the PARTIES understand the condition that allows the uninterrupted use of the SUBJECT MATTER OF THE CONTRACT in accordance with its intended purpose, performance and quality requirements, the required functionality, confirmed by the FINAL ACCEPTANCE protocol.
9. 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).
10. The provision of section 9 of this paragraph shall apply mutatis mutandis in the event of the CONTRACTOR's delay in the performance of individual stages of the work in relation to the intermediate deadlines specified in the schedule attached to the CONTRACT.
11. The CONTRACTOR is obliged to keep the CONTRACTING PARTY informed about the course 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.
12. The CONTRACTOR is obliged to take over the construction site by protocol within five (5) working days from the date of receipt of the request from the CONTRACTING PARTY, unless the Work Commencement Order provided for in the CONTRACT indicates another date for taking over the construction site.

## **§8. WASTE MANAGEMENT**

1. The rule under the Act of 14 December 2012 on waste (consolidated text: Journal of Laws of 2022, item 699, as amended) shall apply, stipulating that the CONTRACTOR shall be the producer and owner of the waste resulting from the performance of the SUBJECT MATTER OF THE CONTRACT, unless the CONTRACT provides otherwise.
2. Temporary collection of waste generated by the CONTRACTOR in the facilities and on the premises of the CONTRACTING PARTY is allowed only with its consent and in a place strictly indicated by it. The CONTRACTOR is obliged to collect waste resulting from the performance of the CONTRACT in its own containers and transport it on an ongoing basis at its own expense from the CONTRACTING PARTY's premises on the basis of the issued pass, and to submit to the CONTRACTING PARTY a copy of the waste transfer card.
3. The CONTRACTOR is obliged to have an entry in the BDO register in the field of generated waste and authorisation for waste management (if required by law).
4. Subject to the provisions of section 5 of this paragraph, all debris and other waste generated during the works are the property of the CONTRACTOR and should be immediately removed from the CONTRACTING PARTY's site at its expense and managed in accordance with relevant waste management permits or licences.
5. The CONTRACTOR is obliged to collect, in the place indicated by the CONTRACTING PARTY, metallic and non-metallic scrap and certain types of waste reserved for specific works that may be used on the premises of the CONTRACTING PARTY, generated during the performance of the SUBJECT MATTER OF THE CONTRACT. They are the property of the CONTRACTING PARTY.

6. The CONTRACTOR is obliged to act in accordance with applicable law, including the applicable provisions of the Act on waste. The CONTRACTOR guarantees that all waste removed from the CONTRACTING PARTY's site will be transported by companies with appropriate permissions to the area suitable for their storage, storage, recovery or disposal in accordance with applicable regulations, and guarantees supervision over the compliance of the activities of its own employees and companies cooperating with the CONTRACTOR with the requirements of legal provisions and the CONTRACT.
7. The CONTRACTOR is obliged to select and temporarily store waste in a manner ensuring protection of human life and health and the environment.
8. The CONTRACTOR is obliged to provide, at its own expense, airtight containers appropriate to the type, properties and quantity of waste generated, with a cover preventing the waste from dispersing and leaking into the environment. Containers for generated municipal waste and non-municipal waste must be labelled with the name of the CONTRACTOR or subcontractor as well as with codes and types of waste, in accordance with the applicable waste catalogue.
9. Unless the regulations provide otherwise, the CONTRACTOR is obliged to keep records of the waste generated and have appropriate agreements with entities holding appropriate permits or licences for the management of waste received from the CONTRACTOR.
10. The CONTRACTOR is obliged to secure the area of works and keep order in their area and on the back-up facilities and access roads, in accordance with the applicable regulations on environmental protection, the Act on waste and fire regulations.
11. After completion of the works, the CONTRACTOR (this also applies to its subcontractors, further subcontractors) is obliged to clean up and tidy up the area of work as well as the area of the back-up facility and access roads.
12. The CONTRACTOR is obliged to provide information on the implementation of the above provisions at each request of 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 lump-sum 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 design documentation provided by the CONTRACTING PARTY and/or regarding the construction site and documentation of the available equipment reported after the conclusion of the CONTRACT may not constitute the basis for the CONTRACTOR's request to increase 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:
  - 1) bear the costs of carrying out all tests, examinations, checks, inspections, measurements and acceptances necessary to hand over the SUBJECT MATTER OF THE CONTRACT for use;
  - 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 a licence on the terms set out in § 23 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 schedule attached to the CONTRACT provides for PARTIAL ACCEPTANCES, after the performance and positive acceptance of the part for which the CONTRACT provides for appropriate settlement.
2. The basis for issuing invoices by the CONTRACTOR will be the acceptance protocol, issued in accordance with §15 of the GT&C and signed by the authorised representatives of the PARTIES. The final settlement of the SUBJECT MATTER OF THE CONTRACT shall be made on the basis of the FINAL ACCEPTANCE protocol 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. Due payments will be made in the form of bank transfers to the CONTRACTOR's account indicated in the invoice and within the period specified in section 3 of this paragraph.
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 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 2022, item 931, 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 No. 15 to the Act of 11 March 2004 on tax on goods and services (consolidated text, Journal of Laws 2022, item 931, as amended) 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, 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 § 21 of the GT&C.
9. the CONTRACTOR is obliged to include in the invoice, in addition to the statutory requirements, the following information:
  - 1) the number and name of the project under which the SUBJECT MATTER OF THE CONTRACT is implemented;
  - 2) the number and date of the CONTRACT;
  - 3) terms and date of payment in accordance with the CONTRACT;
  - 4) CN code of the Combined Nomenclature;
  - 5) bank account number to be paid 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 the following:
  - 1) the PARTIAL ACCEPTANCE protocol signed by the PARTIES, and in the case of the final invoice, the FINAL ACCEPTANCE protocol signed by both PARTIES;
  - 2) if it did not use the work of SUBCONTRACTORS while performing construction works, a written statement in this regard;
  - 3) if it used the work of SUBCONTRACTORS during the performance of construction works, statements, issued with the date of the protocol being the basis for issuing the invoice and signed by persons authorised to represent each of the SUBCONTRACTORS, confirming that the CONTRACTOR has

settled all the liabilities due to the SUBCONTRACTORS due to them on the basis of the contract concluded between the CONTRACTOR and the SUBCONTRACTOR for the period until the deadline of payment of the CONTRACTOR's invoice;

- 4) copies of invoices issued by SUBCONTRACTORS.
11. A change of the CONTRACTOR's bank account indicated in the CONTRACT does not constitute a change to the CONTRACT that requires a written form, otherwise null and void, referred to in §28 section 2 of the GT&C. In the event of a change of the bank account indicated in the CONTRACT, 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 BASIC GUARANTEE PERIOD and EXTENDED GUARANTEE PERIOD, a tort and contractual civil liability insurance (OC) for damages caused to third parties and the contracting party (including the CONTRACTING PARTY) in connection with the performance of the CONTRACT, including design works or construction works and assembly works, with the sum insured not lower than the amount specified in the CONTRACT, in 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. The Contractor is obliged to have and maintain, throughout the duration of the CONTRACT, the compulsory insurance required by law, in particular the obligatory third party liability insurance for motor vehicle owners.
4. The CONTRACTOR is also obliged to purchase and maintain, throughout the duration of the CONTRACT, accident insurance (NNW) for employees with the sum insured in the amount indicated in the CONTRACT, the confirmation of which in the form of an insurance policy or its certified copy shall be presented to the CONTRACTING PARTY prior to the commencement of works.
5. Failure to provide the CONTRACTING PARTY with a certified copy of the insurance policy required by the CONTRACT, valid for subsequent periods, within seven (7) days before the end of the policy validity, the copy of which is included in the Attachment, entitles the CONTRACTING PARTY to:
  - a) withdraw from the CONTRACT, or
  - b) 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,
  - c) and use the PERFORMANCE GUARANTEE or request the CONTRACTOR to pay a security deposit in the amount of 10% of the net remuneration indicated in the CONTRACT, for a period corresponding to the period of the required insurance. The payment of the deposit referred to in the preceding sentence may be made by deducting by the CONTRACTING PARTY the amount equal to 10% of the net remuneration indicated in the CONTRACT from the earliest due remuneration due to the CONTRACTOR for the work performed. The deduction of the deposit in the manner provided for in the preceding sentence will take effect on the date when the CONTRACTOR's remuneration is due, against which the deposit will be deducted. The deposit will be interest-free and will not be due for the entire period for which it is paid in accordance with this provision, and the CONTRACTOR, until the deadline for which it was paid, waives its claim, treating it as an undue payment.
6. Providing the CONTRACTING PARTY with the documents referred to in sections 1, 3 and 4 of this paragraph shall be a condition of handing over the construction site to the CONTRACTOR. Failure to meet the deadline for the performance of the SUBJECT MATTER OF THE CONTRACT in connection with the later handover of the construction site under this provision, will constitute a delay due to the

CONTRACTOR's fault, justifying the imposition of contractual penalties in accordance with § 17 section 1 point 2) of the GT&C.

7. The assignment of rights under the insurance contract requires the prior written consent of the CONTRACTING PARTY.

## **§12. DESIGNING**

1. If the scope of the SUBJECT MATTER OF THE CONTRACT also includes the preparation of a DESIGN, the CONTRACTOR will prepare and deliver to the CONTRACTING PARTY a complete DESIGN in Polish, including studies specified in the Attachment, in paper and electronic form.
2. The ownership of the carriers of any documentation constituting the DESIGN, delivered to the CONTRACTING PARTY by the CONTRACTOR, passes to the CONTRACTING PARTY on the day of its delivery to the CONTRACTING PARTY.
3. The CONTRACTOR will prepare a DESIGN:
  - 1) in accordance with the CONTRACT;
  - 2) in electronic form in an editable version (e.g. DWG, editable in AUTOCAD, Word and Excel) and in the number of paper copies indicated in the material scope contained in the Attachment;
  - 3) ensuring such a selection of structures, devices, equipment, materials, software and implementation technologies that they are checked in practical experience and by appropriate tests or calculations, and by adopting sufficient safety factors to avoid the effects of adding up various unfavourable phenomena occurring in the operation of this the type of facilities;
  - 4) ensuring, as far as possible, the unification of devices, equipment and materials;
  - 5) ensuring homogeneity of terminology, text descriptions and transparency of documentation;
  - 6) ensuring that the proposed solutions meet the requirements, principles and standards of the Best Available Techniques (BAT) set out in the BREF reference documents for LCP;
  - 7) supplying architectural, construction and detailed designs with a list of studies and a written statement on the completeness of the designs and their compliance with the assumptions covered by the CONTRACT, applicable standards, legal regulations, rules of technical knowledge and that they are issued in a complete state due to the purpose for which they are to serve.
4. If such a scope has been specified in the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR will prepare complete technical and legal documentation required for obtaining administrative decisions, certification and acceptance necessary for the performance of the CONTRACT.
5. If such a scope has been specified in the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR, at its own expense and on behalf of and for the benefit of the CONTRACTING PARTY, shall make all necessary notifications and obtain, on behalf of the CONTRACTING PARTY, on the basis of a power of attorney, all necessary final administrative decisions required for the performance of the CONTRACT, including permission for use, with the exception of only those indicated in the CONTRACT and the acquisition of which is the responsibility of the CONTRACTING PARTY. In addition, the CONTRACTOR will also represent the CONTRACTING PARTY in administrative proceedings related to the submission of such notifications and obtaining such decisions, covering all costs arising therefrom or which are necessary to obtain them. The CONTRACTOR shall be liable for failure to obtain the administrative decision necessary for the performance of the CONTRACT or for the use of the SUBJECT MATTER OF THE CONTRACT by the CONTRACTING PARTY, as well as for the resulting delays.
6. The CONTRACTOR undertakes to present to the CONTRACTING PARTY, without the prior request of the CONTRACTING PARTY, the successive stages of the DESIGN, for their opinion and comments.
7. The CONTRACTING PARTY has the right to express their opinion and submit comments to the DESIGN at every stage, and the CONTRACTOR will not refuse to take into account the CONTRACTING PARTY's position without a justified reason. In the event that the CONTRACTOR decides that it is not possible to take into account the CONTRACTING PARTY's comments, it shall justify its position in writing within fourteen (14) days from the date of receipt of comments from the CONTRACTING PARTY, unless the PARTIES agree on a different date.
8. Regardless of the comments and opinions submitted by the CONTRACTING PARTY, the responsibility for the correct execution of the DESIGN rests with the CONTRACTOR. The CONTRACTOR's liability for the proper implementation of the DESIGN, as provided for in this paragraph, is excluded in the scope of

solutions adopted at the request of the CONTRACTING PARTY regarding which the CONTRACTOR has submitted reservations in writing to the CONTRACTING PARTY.

9. The CONTRACTING PARTY has the right to refuse to accept the DESIGN if it is incomplete or inconsistent with the CONTRACT.
10. The CONTRACTOR will correct design errors and perform the necessary repair work without additional remuneration.
11. The CONTRACTOR shall be liable for the DESIGN's DEFECTS, as well as for the resulting defects of the SUBJECT MATTER OF THE CONTRACT as well as delays in obtaining relevant opinions, approvals and permits as well as other damages.
12. The CONTRACTOR, as a designer, will continuously supervise the performance of the SUBJECT MATTER OF THE CONTRACT. The subject of supervision will be in particular:
  - 1) author's supervision within the meaning of the Construction Law;
  - 2) factory supervision over the production and acceptance of devices and equipment covered by the SUBJECT MATTER OF THE CONTRACT, and manufactured for the purposes of the CONTRACT, to the extent appropriate to ensure that the designs approved for production or implementation were followed faithfully and without deviations;
  - 3) providing explanations necessary for the proper implementation of the CONTRACT, participation in solving problems during the implementation of the CONTRACT;
  - 4) making necessary changes to the DESIGN, if necessary. Changes to the DESIGN may only be introduced with the prior written consent of the CONTRACTING PARTY and in accordance with the provisions of the Construction Law;
  - 5) participation in the acceptance of the SUBJECT MATTER OF THE CONTRACT.
13. The CONTRACTOR will perform multi-discipline author's supervision in accordance with the applicable provisions of the construction law, until a final and legally binding decision on the use permit or a notification of construction completion, within the meaning of the Act on proceedings before administrative courts, is issued, if the CONTRACTING PARTY makes such a decision.

### **§13. ADDITIONAL 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 not covered by the scope of section 1 shall require a prior written amendment to the CONTRACT, including agreement on the remuneration, otherwise null and void.
3. Additional 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 for additional works on the form provided by the CONTRACTING PARTY and after the negotiations of the PARTIES. The CONTRACTOR is obliged perform additional 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 §13 section 2 of the GT&C.
5. In justified cases, the CONTRACTING PARTY may exclude a specific part from the scope of the SUBJECT MATTER OF THE CONTRACT. In this case, the CONTRACTOR's lump-sum remuneration will be reduced by the value of the works excluded from the scope of the CONTRACT. The value of the excluded works will be calculated on the basis of the CONTRACTOR's offer, on the basis of which the works were valued prior to the conclusion of the CONTRACT, and if such a calculation is not possible, on the basis of the calculation made in accordance with the principles set out in § 13 section 3 of the GT&C. The CONTRACTING PARTY may exercise the right to exclude works or deliveries from 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 works or deliveries

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.

#### **§14. SUPPLIES**

1. As part of the remuneration for the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR will provide all devices, equipment, parts and materials necessary to perform the SUBJECT MATTER OF THE CONTRACT, in accordance with its intended use and the requirements of the CONTRACTING PARTY and the Schedule attached to the CONTRACT. Even if any element is not specified in the CONTRACT, necessary for the proper performance and functioning and use of the SUBJECT MATTER OF THE CONTRACT or necessary to ensure the functionality of the required solutions, including ease of use, repair and renovation, it will be provided as part of the remuneration specified in the CONTRACT and at such time so that it does not delay the timely implementation of the CONTRACT.
2. All devices, equipment, parts and materials delivered and used in the implementation of the CONTRACT will be new, high-quality, manufactured on the basis of the latest but at the same time used in practice technologies, approved for use in the construction industry in Poland, meeting the requirements of the Technical Inspection, with the designation CE (applies to components for which the CE marking is applicable in accordance with regulations in force), compatible with each other and with the installations and devices existing in the CONTRACTING PARTY's plant and subject to connection, and meeting all the requirements specified in the CONTRACT. At the same time, all delivered new devices, equipment and materials must be manufactured not earlier than 6 months before the date of installation.
3. Together with the devices and equipment, the CONTRACTOR will provide the technical and operational documentation of the devices, parts and equipment used, drawn up in Polish, in paper and electronic versions, including a guarantee card, approvals, tightness tests, etc., to the extent necessary for the implementation of the CONTRACT and proper operation, repair and renovation of the SUBJECT MATTER OF THE CONTRACT by the CONTRACTING PARTY or third parties employed by it.
4. If it results from the material scope of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR will provide, as part of the remuneration specified in the CONTRACT, spare and wear parts as well as consumables to the extent specified in the Attachment, specifying the material scope of the CONTRACT,.
5. The ownership of all devices, equipment, parts and materials delivered under the CONTRACT shall be transferred to the CONTRACTING PARTY on the day of their delivery to the construction site and delivery of the invoice including the remuneration for the stage that includes the delivery of the devices, equipment and materials. However, if the CONTRACT provides for payment for the devices, equipment, parts or materials included in the SUBJECT MATTER OF THE CONTRACT prior to their delivery to the construction site or their collection, their ownership is transferred to the CONTRACTING PARTY on the day of payment. Due to the nature of the work performed, the CONTRACTING PARTY will entrust the CONTRACTOR with the devices, equipment, parts and materials, the ownership of which has been transferred to the CONTRACTING PARTY in accordance with this paragraph, in order to enable the CONTRACTOR to perform the CONTRACT properly. The CONTRACTOR is obliged to properly take care of the entrusted devices, equipment, parts and materials and is responsible for their loss or damage as a result of care exercised improperly. The transfer of ownership of the devices, equipment, parts and materials referred to in this paragraph shall not affect the CONTRACTOR's liability for the performance of the entire SUBJECT MATTER OF THE CONTRACT (the exclusion of liability under Article 638§1, second sentence of the Civil Code shall not apply).
6. The provision of section 5, the third and fourth sentences, of this paragraph shall apply mutatis mutandis to devices, equipment, parts and materials not provided by the CONTRACTOR as part of the SUBJECT MATTER OF THE CONTRACT, but entrusted to it by the CONTRACTING PARTY for the performance of the SUBJECT MATTER OF THE CONTRACT, with the proviso that the risk passes back to the CONTRACTING PARTY with the moment the PARTIES sign the PARTIAL ACCEPTANCE protocol or FINAL ACCEPTANCE protocol confirming the assembly of the entrusted devices, equipment, parts and materials.

#### **§15. ACCEPTANCE**

1. FINAL ACCEPTANCE and PARTIAL ACCEPTANCE will be carried out in accordance with the acceptance procedure contained in the Attachment, taking into account the provisions of this paragraph which take

- precedence over the provisions of the acceptance procedure. If the CONTRACT does not provide for a separate acceptance procedure, only the provisions below shall apply.
2. If the scope of the SUBJECT MATTER OF THE CONTRACT includes the commissioning of installations and technological devices made or installed as part of the SUBJECT MATTER OF THE CONTRACT, commissioning will take place in the following stages specified in the Attachment, subject to the following rules:
    - 1) The CONTRACTOR will submit an application for commencement of START-UP, which may be commenced after the prior written consent of the CONTRACTING PARTY. The successful START-UP will be confirmed by both PARTIES with the appropriate START-UP protocol, if no SUBSTANTIAL DEFECTS are found. If SUBSTANTIAL DEFECTS are found during the START-UP, the CONTRACTING PARTY will set the CONTRACTOR a time limit for their removal and repeated START-UP, and only one repeated START-UP is possible, unless the CONTRACTING PARTY agrees in writing to further START-UP attempts. If SUBSTANTIAL DEFECTS are found during the last repeated START-UP, the CONTRACTING PARTY will be entitled to withdraw from the CONTRACT pursuant to §19 section 1 point 1) of the GT&C;
    - 2) The CONTRACTOR will submit an application for commencement of the ADJUSTMENT RUN, which may be commenced after the prior written consent of the CONTRACTING PARTY. Successful performance of a ADJUSTMENT RUN will be confirmed by both PARTIES with the appropriate ADJUSTMENT RUN protocol, if during its course no SUBSTANTIAL DEFECTS are found. If SUBSTANTIAL DEFECTS are found during the ADJUSTMENT RUN, the CONTRACTING PARTY will set the CONTRACTOR a time limit for their removal and repeated ADJUSTMENT RUN, while only one ADJUSTMENT RUN may be repeated, unless the CONTRACTING PARTY agrees in writing to further attempts to carry out the ADJUSTMENT RUN. If SUBSTANTIAL DEFECTS are found during the last repeated ADJUSTMENT RUN, the CONTRACTING PARTY will be entitled to withdraw from the CONTRACT pursuant to §19 section 1 point 1) of the GT&C;
    - 3) The CONTRACTOR will submit an application for commencement of the TEST RUN, which may be commenced after the prior written consent of the CONTRACTING PARTY. Successful performance of the TEST RUN will be confirmed by both PARTIES with an appropriate TEST RUN protocol, if no SUBSTANTIAL DEFECTS are found during the test. If SUBSTANTIAL DEFECTS are found during the TEST RUN, the CONTRACTING PARTY will set the CONTRACTOR a time limit for their removal and repeated TEST RUN, and only one TEST RUN may be repeated, unless the CONTRACTING PARTY agrees in writing to further trials of the TEST RUN. If SUBSTANTIAL DEFECTS are found during the repeated TEST RUN, the CONTRACTING PARTY will be entitled to withdraw from the CONTRACT pursuant to §19 section 1 point 1) of the GT&C;
    - 4) The START-UP, ADJUSTMENT RUN or TEST RUN may be omitted only with the prior written consent of the CONTRACTING PARTY;
    - 5) During the START-UP, ADJUSTMENT RUN or TEST RUN, the CONTRACTING PARTY will ensure stable and uninterrupted operation of the plant and auxiliary devices;
    - 6) The basis for signing the FINAL ACCEPTANCE protocol shall be the positive result of the TEST RUN in accordance with the requirements provided for in the CONTRACT, and in the event that the CONTRACT provides so, the fulfilment of the conditions provided for in the CONTRACT.
  3. If the CONTRACT stipulates that the SUBJECT MATTER OF THE CONTRACT is required to meet the technical parameters specified therein, the following provisions shall apply:
    - 1) The CONTRACTOR guarantees the achievement of the GUARANTEED TECHNICAL PARAMETERS OF A GROUP and B GROUP specified in the Attachment. Verification of the achievement of the GUARANTEED TECHNICAL PARAMETERS OF A GROUP and B GROUP will be carried out prior to FINAL ACCEPTANCE in accordance with the acceptance procedure specified in the Attachment;
    - 2) if, as a result of the measurements, the obtained values do not correspond to the values of the GUARANTEED TECHNICAL PARAMETERS OF A GROUP and B GROUP, the CONTRACTOR shall make the necessary repairs or modifications at its own expense, at the time specified by the CONTRACTING PARTY;
    - 3) a maximum of two (2) repairs or modifications to the same GUARANTEED TECHNICAL PARAMETER are allowed within the time limit set by the CONTRACTING PARTY, unless the PARTIES agree otherwise in a given case. In the event of further failure to achieve the GUARANTEED TECHNICAL PARAMETERS OF A GROUP, the CONTRACTING PARTY has the right to withdraw from the CONTRACT in whole or in part, and in the event of further failure to achieve the GUARANTEED TECHNICAL

PARAMETERS OF B GROUP, the CONTRACTING PARTY may request the CONTRACTOR to pay contractual penalties specified in the CONTRACT.

4. During the performance of the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR will report in writing: its readiness for acceptance of the works that are covered or disappearing, its readiness for PARTIAL ACCEPTANCE, if provided for in the CONTRACT, and after the performance of the entire SUBJECT MATTER OF THE CONTRACT, its readiness for FINAL ACCEPTANCE. The CONTRACTING PARTY shall carry out the acceptance after receiving the CONTRACTOR's notification.
5. PARTIAL ACCEPTANCE provided for in the CONTRACT will be carried out after each part of the SUBJECT MATTER OF THE CONTRACT specified in the Schedule attached to the CONTRACT has been completed. The CONTRACTING PARTY is not obliged to make individual PARTIAL ACCEPTANCE before the dates specified in the CONTRACT.
6. The subject of the FINAL ACCEPTANCE are all services duly performed under the SUBJECT MATTER OF THE CONTRACT, i.e. in accordance with the CONTRACT. The CONTRACTING PARTY is not obliged to proceed with the FINAL ACCEPTANCE before the date specified in the CONTRACT.
7. If the CONTRACTOR implements the SUBJECT MATTER OF THE CONTRACT on the basis of the documentation provided to it by the CONTRACTING PARTY, the signing of the FINAL ACCEPTANCE protocol may take place only after such documentation has been returned to the CONTRACTING PARTY. The refusal to sign the FINAL ACCEPTANCE protocol by the CONTRACTING PARTY on this basis will not be considered a delay of the creditor.
8. The PARTIES agree that the acceptances made in accordance with the rules set out in this paragraph do not release the CONTRACTOR from liability for the DEFECTS discovered after these acceptances have been made.
9. The CONTRACTING PARTY may make 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.
10. The signing of the PARTIAL ACCEPTANCE protocol by the CONTRACTING PARTY does not constitute a receipt 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.

## **§16. GUARANTEE**

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, including the equipment, devices, parts and materials and software used, for the BASIC GUARANTEE PERIOD and the EXTENDED GUARANTEE PERIOD from the date of FINAL ACCEPTANCE.
2. The BASIC GUARANTEE PERIOD is specified in the CONTRACT DOCUMENT.
3. EXTENDED GUARANTEE PERIOD is 60 months from the date of FINAL ACCEPTANCE.
4. Regardless of the quality guarantee granted for the SUBJECT MATTER OF THE CONTRACT, the CONTRACTOR is also obliged to assign to the CONTRACTING PARTY the rights resulting from the guarantee and warranty of the delivered devices, equipment, parts or materials and software, granted by their producers or suppliers.

5. In the event of the discovery of the DEFECTS in the SUBJECT MATTER OF THE CONTRACT during the GUARANTEE PERIOD, the CONTRACTOR is obliged to remove them at its own expense within the time limit set by the CONTRACTING PARTY.
6. 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.
7. The guarantee does not cover damage resulting from the use of the SUBJECT MATTER OF THE CONTRACT by the CONTRACTING PARTY inconsistent with the written instructions provided by the CONTRACTOR.
8. In the event of DEFECTS in the SUBJECT MATTER OF THE CONTRACT, the CONTRACTING PARTY will submit to the CONTRACTOR, in writing or via e-mail, a complaint, to which the CONTRACTOR is obliged to respond within 24 hours of receiving the complaint. Failure to respond in writing or by e-mail within the agreed period means that the complaint is accepted.
9. 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 § 17 section 1 point 3) of the GT&C.
10. 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.
11. 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.

#### **§17. 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 in the amount indicated below:
  - 1) for non-performance or improper performance of the CONTRACT in the event of withdrawal from the CONTRACT by the CONTRACTING PARTY in whole or in part, if the withdrawal was due to reasons attributable to the CONTRACTOR - a contractual penalty of 22.5% of the total net remuneration specified in the CONTRACT;
  - 2) for delay in the performance of the SUBJECT MATTER OF THE CONTRACT or any of its stages - a contractual penalty of 0.2% of the total net remuneration indicated in the CONTRACT for each commenced day of delay, and the amount of the penalty calculated cumulatively may not exceed 10% of the CONTRACTOR's total net remuneration specified in the CONTRACT;
  - 3) for delay in removing DEFECTS discovered upon acceptance or during the GUARANTEE PERIOD or warranty - contractual penalty in the amount of 0.3% of the total gross remuneration indicated in the CONTRACT for each commenced day of delay, in relation to the designated date of DEFECT removal;
  - 4) 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;
  - 5) for failure to meet GUARANTEED TECHNICAL PARAMETERS OF B GROUP - contractual penalties in the amount specified in the CONTRACT;
  - 6) in the event of a breach of the confidentiality obligation specified in § 22 of the GT&C - a contractual penalty of PLN 150,000 for each breach;
  - 7) for entrusting a SUBCONTRACTOR with the scope of work contrary to the provisions of §5 of the GT&C - contractual penalty in the amount of 5% of the total net remuneration indicated in the CONTRACT.
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.

#### **§18. 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. In the event of failure to perform the obligation under §4 section 3 point 11) of the GT&C, the CONTRACTOR shall be liable to the CONTRACTING PARTY for damages resulting from the above fact. The CONTRACTOR also bears all responsibility for any DEFECTS of the SUBJECT MATTER OF THE CONTRACT which resulted from defects in the design documentation that was checked or prepared by it.
4. The CONTRACTOR shall be liable for any damage resulting from downtime in the performance of works by persons employed by himself or by SUBCONTRACTORS or equipment downtime, resulting from delays or the lack of a permit to perform the works for reasons attributable to the CONTRACTOR, including for reasons caused by reasons safety.
5. The CONTRACTOR shall be liable to the CONTRACTING PARTY for any damage, including personal injury and death or damage to property that occurs during the performance of the CONTRACT, caused by negligence or offenses related to the performance of instructions or supervision by the CONTRACTOR's personnel or its SUBCONTRACTORS.
6. The CONTRACTOR shall be liable for the loss or damage of the movables entrusted to it by the CONTRACTING PARTY resulting from improperly exercised care over them by the CONTRACTOR.
7. On the date of handing over the construction site, the CONTRACTOR shall be liable for any damage on this site and for damage caused to third parties and the environment in connection with the construction works in progress.

#### **§19. 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 within the period specified in the CONTRACT DOCUMENT (contractual right of withdrawal), by means of a written declaration submitted to the CONTRACTOR, 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 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 delay in executing the SUBJECT MATTER OF THE CONTRACT or the given stage of the CONTRACT exceeds thirty (30) days;
  - 7) delay in the commencement of the CONTRACTOR's performance of the SUBJECT MATTER OF THE CONTRACT exceeding thirty (30) days in relation to the commencement date indicated in the schedule included in the Attachment, and if the CONTRACT provides for the issuing of the Work Commencement Order by the CONTRACTING PARTY - in relation to the date specified in the Work Commencement Order;

- 8) the CONTRACTOR's failure to establish 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 § 21 section 1 of the GT&C;
  - 9) failure to achieve the GUARANTEED TECHNICAL PARAMETERS OF A GROUP;
  - 10) the CONTRACTOR's loss of the ability to perform the SUBJECT MATTER OF THE CONTRACT;
  - 11) failure to provide the CONTRACTING PARTY with a certified copy of the insurance policy, valid for subsequent periods, in accordance with § 11 section 5 of the GT&C,
  - 12) when the conditions justifying the suspension pursuant to § 25 of the GT&C do not cease after the expiry of the suspension period provided for in § 25 section 1 of the GT&C,
  - 13) excluding some works or deliveries from the scope of the SUBJECT MATTER OF THE CONTRACT in accordance with §13 section 5 of the GT&C
  - 14) the case indicated in §4 section 1 or/and §9 section 1 of Contractual Clauses of the CIECH 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;
    - 5) conclusion by the CONTRACTOR and the SUBCONTRACTOR of a subcontract with the content different from the content of the draft contract, presented in accordance with § 5 section 7 point 2) of the GT&C;
    - 6) suspension by the CONTRACTOR, without essential reason, of the performance of the CONTRACT;
    - 7) persistent non-performance or refusal by the CONTRACTOR to perform its obligations under the CONTRACT.
  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 § 19 section 1 point 14) or § 19 section 2 point 2) in connection with z § 19 section 1 of GT&C, the CONTRACTING PARTY may exercise its contractual right to withdraw until the last day of the BASIC GUARANTEE PERIOD, and if the reason for exercising the right of withdrawal is failure to remove the DEFECTS in the structural elements, until the last day of the EXTENDED GUARANTEE PERIOD. The deadlines 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), 6) - 11) of this paragraph, the CONTRACTOR will be obliged to pay a contractual penalty for withdrawing from the CONTRACT for reasons attributable to him, indicated in §17 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, within 7 (seven) working days from the date of submitting the declaration of withdrawal the PARTIES will prepare an inventory of the works duly performed by the CONTRACTOR. The inventory report signed by both PARTIES shall be the basis for the settlement of the completed part of the SUBJECT MATTER OF THE CONTRACT. In addition, the CONTRACTOR will secure the work in progress, clean up the construction site and remove all technical facilities as well as the equipment belonging to it, and if the stage at which the CONTRACT was withdrawn allows it, it will restore the construction site to the state on the date of the construction site take-over protocol. The CONTRACTOR will hand over the construction site to the CONTRACTING PARTY by protocol on the date specified in the declaration of withdrawal from the CONTRACT.
  6. 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 work properly completed and accepted by the date of withdrawal, and for work in progress, if they are duly done. In the case specified in §13 section 5 of the GT&C, the determination of the value of the range to which the withdrawal applies will take place in accordance with §13 section 5 of the GT&C.

7. As part of the remuneration and settlement referred to in section 6 and 10 of this paragraph, the CONTRACTOR:
  - 1) provide the CONTRACTING PARTY with all devices, equipment and materials constituting the appropriate part of the SUBJECT MATTER OF THE CONTRACT, for which the CONTRACTOR receives remuneration;
  - 2) provide the CONTRACTING PARTY with the DESIGN, software and their documentation to the extent completed on the date of withdrawal from the CONTRACT and on the terms provided for in the CONTRACT;
  - 3) transfer to the CONTRACTING PARTY and/or grant the CONTRACTING PARTY a licence for all intellectual property rights covered by the SUBJECT MATTER OF THE CONTRACT in the scope of the completed part of the CONTRACT, on the terms provided for in the CONTRACT;
  - 4) 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;
  - 5) on the date of withdrawal from the CONTRACT, in its unperformed part, the CONTRACTING PARTY is granted a guarantee under the conditions specified in § 16 of the GT&C for the scope of the SUBJECT MATTER OF THE CONTRACT made and accepted by the CONTRACTING PARTY.
8. In the event of withdrawal from the CONTRACT in whole or in part by the CONTRACTING PARTY for 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 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, unless it has been deducted from the deposit referred to in section 9.
9. In the event of withdrawal from the CONTRACT in whole or in part for reasons attributable to the CONTRACTOR, the CONTRACTOR is obliged, at the request of the CONTRACTING PARTY, to pay to the account of the CONTRACTING PARTY for the period until the completion of the SUBJECT MATTER OF THE CONTRACT by another contractor or other contractors, a security deposit securing the payment of compensation referred to in section 7 sentence the second, in an amount corresponding to the expected increase in the costs of performing the SUBJECT MATTER OF THE CONTRACT. 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. In the request referred to in the first sentence, the CONTRACTING PARTY will indicate the amount of the deposit, which will correspond to the expected increase in the costs of performing the SUBJECT MATTER OF THE CONTRACT, determined on the basis of bids submitted by contractors ready to complete the implementation of the SUBJECT MATTER OF THE CONTRACT, and in their absence, on the basis of the survey and inventory of the part made OF THE SUBJECT MATTER OF THE CONTRACT, and the scope determined on this basis required for the completion of the SUBJECT MATTER OF THE CONTRACT and the current market prices.
10. In the event of withdrawal from the CONTRACT in whole or 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.
11. The provision of section 10 of this paragraph shall apply mutatis mutandis in the event of withdrawal from the CONTRACT by the CONTRACTING PARTY pursuant to section 1 point 12) of this paragraph, taking into account the settlements made by the PARTIES pursuant to § 25 section 3 of the GT&C.

12. In the event that the withdrawal from the CONTRACT concerns the 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, or disassemble and remove from the CONTRACTING PARTY's premises those elements of the SUBJECT MATTER OF THE CONTRACT that have been delivered to the CONTRACTING PARTY or installed on the premises of the CONTRACTING PARTY and to which the withdrawal applies.
13. The right indicated in section 1 of this paragraph does not change the CONTRACTING PARTY's right to withdraw from the CONTRACT on the terms set out in the provisions of the Civil Code.
14. In the event of withdrawal from the CONTRACT by the CONTRACTING PARTY, the provisions of § 17, §19 section 3 - 12 and § 22 of the GT&C shall remain in force.

## **§20. 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.

## **§21. 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 net total remuneration indicated in the CONTRACT, valid from the date of issue until thirty (30) days from the end of the BASIC 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) in the case and on the terms set out in § 5 section 7 point 6) of the GT&C, the Bank Subcontractor's Remuneration Refund Guarantee, issued in accordance with the template included in the Attachment, securing the CONTRACTING PARTY's claims for reimbursement of the remuneration paid to SUBCONTRACTORS in connection with Article 647<sup>1</sup> of the Civil Code, together with the amounts indicated in §5 section 7 points 12) and 13) of the GT&C, with the guarantee amount and validity period as indicated in §5 section 7 point 6) of the GT&C;
  - 3) 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 BASIC 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 changed. 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.
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 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 BASIC 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.

## §22 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 CIECH 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 § 21 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 CIECH 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. The CONTRACTOR acknowledges that CIECH S.A. is a public company within the meaning of article 4 point 20 of the Act of 29 July 2005 on public offering and the conditions for introducing financial instruments to an organised trading system and on public companies (Journal of Laws of 2005, No. 184, item 1539, as amended) (the "Public Offering Act") , and also that in connection with the conclusion of the CONTRACT, among the CONFIDENTIAL INFORMATION obtained or transferred, there may also be information referred to in article 7 of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC (the "MAR"), and in article 4 point 31 of the Act on Offering. As a result, the CONTRACTOR undertakes to perform the CONTRACT in accordance with the obligations arising from the MAR and other legal provisions applicable to Confidential Information, in particular - the Public Offering Act.
15. 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.
16. 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.

### **§23. 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 a Work 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 Work 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 Work using any technique, including printing, reprographic, magnetic storage and digital technique;
  - 2) saving the work to computer memory;
  - 3) public exhibition, display and reproduction;
  - 4) lending a copy or the original of the Work;
  - 5) making the Work 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 Work was recorded - the sale of the original work and its marketing;
  - 7) making reprints of the whole or part of the Work, and making it available for surveys, exhibitions and catalogues;
  - 8) own use of the Work 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 Work 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:
  - a) permanent or temporary reproduction of a computer program in whole or in part by any means and in any form;
  - b) translation, adaptation, rearrangement or any other changes to the computer program;
  - c) 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 a software Work 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 Work 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 CIECH Group, to grant sub-licences to entities belonging to the CIECH 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 CONTRACT and the operation of the SUBJECT MATTER OF THE CONTRACT, 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 sections 1, 5 and 6 of 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 2 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 8 of the GT&C or § 19 section 8 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 Work 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 Work has 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 CIECH.
20. 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.
21. 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.
22. In the event that the CONTRACTOR fails to perform the obligations referred to in section 20 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.

#### **§24. FORCE MAJEURE**

1. The PARTIES shall not be liable for failure to fulfil contractual obligations due to the occurrence of a Force Majeure event.
2. The Force Majeure event shall mean any external and sudden event, which could not have been foreseen at the time of the conclusion of the CONTRACT and could not have been resisted and the consequences of which could not have been prevented, in particular:
  - 1) war (declared or not) and other military operations, invasions, acts of terrorism, mobilisation, or embargoes;
  - 2) radiation or contamination by radioactivity from nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive materials or other hazardous properties of any explosive nuclear complexes or of their components;
  - 3) terrorism, military coups or civil war;
  - 4) natural disasters, such as earthquakes, landslides, floods, torrential rain and its effects, fire;
  - 5) the following geological conditions related to the substrate: archaeological relics, hazardous materials such as unexploded bombs and misfires or toxic materials, such as petroleum derivatives;
  - 6) a shock wave caused by a flying object travelling sub- or supersonically.
3. The PARTY, for which the execution of the CONTRACT has become impossible due to the event of Force Majeure, shall notify immediately (within fourteen (14) days of its occurrence) the other PARTY in

writing, of the occurrence thereof. When the Force Majeure event ceases, this should be also reported forthwith to the other PARTY along with a simultaneous proposal to update the obligations.

## **§25. SUSPENSION OF CONTRACT IMPLEMENTATION**

1. In the event of circumstances that objectively prevent, limit or significantly impede the further implementation of the CONTRACT in accordance with its content, in particular in the event of Force Majeure, the CONTRACTING PARTY may suspend the performance of the CONTRACT for a period not longer than 6 months with the effect and within the period specified in the notification of suspension. The CONTRACTOR's consent is not required for the effectiveness of the suspension. In the event that the reasons for the suspension do not cease 3 weeks before the end of the suspension period, the CONTRACTING PARTY may extend the suspension period for another three months, however, the total suspension periods may not exceed 11 months.
2. During the suspension period, the activities specified in the CONTRACT shall not be performed. Within three (3) business days after receiving the notice of suspension, the CONTRACTOR shall secure and hand over to the CONTRACTING PARTY part of the work, materials and equipment completed before the date of suspension.
3. Due to the suspension of the CONTRACT, the CONTRACTOR shall be entitled to:
  - a) receive payment for work properly performed until the date of suspension, and for materials and equipment delivered, or ordered until the date of suspension, unless the order can be suspended or withdrawn or the PARTIES agree that it should not be suspended or withdrawn. Such materials and devices may be delivered and stored at the CONTRACTING PARTY's premises also during the suspension period, and if, in order to properly secure them, they should be kept at the premises of the manufacturer or supplier, the CONTRACTING PARTY shall reimburse the CONTRACTOR for the resulting additional and documented costs, provided that the CONTRACTING PARTY has approved such action;
  - b) extend the deadlines for the completion of the CONTRACT by the time corresponding to the period of its suspension.
4. The CONTRACTING PARTY shall settle the amounts due specified in section 3 letter a), on the basis of an invoice issued by the CONTRACTOR in accordance with the principles set out in §10.
5. The PARTIES undertake to remain in continuous contact during the suspension period.
6. After the suspension period, the CONTRACTOR shall be obliged to commence implementation of the CONTRACT without any additional request to this effect.
7. If the grounds for suspension cease earlier than the suspension period, the CONTRACTING PARTY may order the CONTRACTOR to resume the work. In such a case, the CONTRACTOR shall mobilise within fourteen (14) days from the order date to resume and start the works.

## **§26. 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 2022, item 360, as amended) and the Act of 7 July 1994: Construction Law and the executory regulations 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.

## **§27. 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.

## **§28. 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 shall be made in writing in order to be valid.