

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT FOR THE PERFORMANCE
OF THE TECHNICAL STUDIES FOR THE COMPANIES OF THE CIECH GROUP**

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§ 1 DEFINITIONS

"CONTRACTING PARTY"	means a company within the CIECH Capital Group;
"CONTRACTOR"	means an entity, the CONTRACTING PARTY has concluded a CONTRACT with;
"PARTIES" or a "PARTY"	means the CONTRACTING PARTY and the CONTRACTOR together, or each of them individually;
"CONTRACT"	means a contract, concluded by the PARTIES, the subject of which is the performance of the SUBJECT OF THE CONTRACT, as specified therein;

"GENERAL TERMS AND CONDITIONS" or "GT&C"	means these GENERAL TERMS OF THE CONTRACT FOR THE IMPLEMENTATION OF THE TECHNICAL DESIGNS OF THE CIECH GROUP;
"SUBJECT OF THE CONTRACT"	means the performance of services and/or analyses specified in the CONTRACT and the preparation of a report or other study based thereon, to be implemented under the CONTRACT, together with all accompanying works described in the attachment to the CONTRACT, as commissioned by the CONTRACTOR;
"ACCEPTANCE"	Acceptance of the executed SUBJECT of the CONTRACT, confirming the CONTRACTOR's fulfilment of all contractual obligations, with the exception of obligations under the quality guarantee and the warranty.

§ 2 GENERAL PROVISIONS

1. These GENERAL TERMS AND CONDITIONS apply to contracts concluded by the CONTRACTING PARTY, the subject of which is the comprehensive performance by the CONTRACTOR of the SUBJECT of the CONTRACT, specified in the CONTRACT.
2. These GENERAL TERMS AND CONDITIONS together with the CONTRACT and attachments thereto, constitute a single agreement, concluded by the PARTIES.
3. Any changes to these GENERAL TERMS AND CONDITIONS shall be binding upon the PARTIES, only where the clear reservations regarding any such amendments to the GT&C have been expressed in writing in the CONTRACT, under pain of invalidity.
4. In the event of discrepancies between the provisions of the GENERAL TERMS AND CONDITIONS and the provisions of the CONTRACT, the provisions of the CONTRACT shall prevail.
5. The use 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 is qualified and has knowledge and experience required to conduct the activity covered by the CONTRACT.
2. The CONTRACTOR declares that it is familiar with the scope of the work constituting the SUBJECT of the CONTRACT with all the conditions and that it has inspected the future construction site and declares that it raises no objections to the scope of work, or to the solutions adopted, or to the requirements of the CONTRACTING PARTY.
3. The CONTRACTOR declares that it undertakes to execute the CONTRACT with due diligence, the principles of contemporary technical knowledge, the applicable legislation and norms in this regard and in line with the arrangements made with the CONTRACTING PARTY.
4. The CONTRACTOR declares that it conducts its activity in accordance with the applicable legislation, in particular regarding environmental protection, labour legislation and social rights, including health and safety at work, and is not in violation of employment regulations.

5. The CONTRACTOR declares that its financial standing, technical facilities and its access to qualified personnel will facilitate the fulfilment of the obligations arising from the CONTRACT.
6. The CONTRACTOR declares that there are no restructuring proceedings underway against it, nor has it filed for bankruptcy and that it is not in arrears with its obligations to the Social Insurance Institution or Tax Office.

§ 4 CONTRACTOR'S OBLIGATIONS

1. The CONTRACTOR agrees to perform all the works necessary for the execution of the SUBJECT of the CONTRACT, regardless of whether the works have been clearly defined in the CONTRACT, or result directly or indirectly from the CONTRACT, and which should have been predicted by the CONTRACTOR as having sufficient knowledge and experience.
2. In the case of missing specifications for some elements of the CONTRACT, or in the scope of work necessary for the proper functioning of the SUBJECT OF THE CONTRACT, the CONTRACTOR undertakes to complete, within the remuneration specified in the CONTRACT and on time, thus allowing the deadlines specified in the CONTRACT to be maintained.
3. In particular, the CONTRACTOR undertakes to:
 - 1) perform the services and/or the analyses specified in the CONTRACT and deliver to the CONTRACTING PARTY a report or other study and/or analysis covered by the scope of the SUBJECT of the CONTRACT, in accordance with the material scope indicated in the CONTRACT and with the requirements specified in § 12 GT&C, both on paper and in the electronic form, in the Polish language and in the number of copies specified in the SUBJECT OF THE CONTRACT;
 - 2) provide the necessary technical supervision over the employees and ensure that they are equipped with the personal protective equipment and basic tools necessary to implement the SUBJECT of the CONTRACT;
 - 3) prevent their employees from working without prior initial training in the health and safety hazards *on-site*, as also training in the general terms and guidelines of the organisation and in the operation of the facility as well as training in safe conduct around the premises, with particular emphasis on those hazards in the area in which the project, which is the SUBJECT of the CONTRACT, is to be implemented;
 - 4) conduct initial training on the health and safety of their employees under the guidance of the person designated by the CONTRACTOR, who has the appropriate permissions for the post;
 - 5) 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, switching on and off power supplies to technological media, etc., and the method and rules of conduct in such situations;
 - 6) comply with the environmental, health and safety, fire protection and road traffic regulations, applicable on the CONTRACTING PARTY's premises;
 - 7) prevent from performing of 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 legal regulations, health and safety rules, fire protection, rules or improper behaviour, insubordination or serious negligence, threatens, in any way, the safety on the premises of the CONTRACTING PARTY, the interests of the CONTRACTING PARTY or the due execution of the CONTRACT;

- 8) immediately report accidents at work and events which may lead to accidents occurring on the premises of the CONTRACTING PARTY, during the execution of the works being the SUBJECT of the CONTRACT; notification must be made to the employee of the OHS Service of the CONTRACTING PARTY;
- 9) carry out the work in accordance with the *on-site* standards for work and the OHS regulations;
- 10) comply with the prevailing internal principles and safety procedures in force at the CONTRACTING PARTY's;
- 11) immediately inform the CONTRACTING PARTY of any change in entries in the Register of Entrepreneurs of the National Court Register or, respectively, in the Central Registration and Information on Business or other business register applicable according to the law governing in the country of the CONTRACTOR's registered office, in the scope of their data; in the event of any failure to do so, any correspondence sent to the last known address of the PARTY will be treated as having been properly delivered;
- 12) provide employees with proper attire and badges.

§ 5 SUBCONTRACTORS

1. The CONTRACTOR is as responsible for the actions of persons or entities that it employs in the performance of the CONTRACT, including professional entities, as for its own actions.
2. The CONTRACTOR may entrust the execution of works constituting the SUBJECT of the CONTRACT to subcontractors; however, this may only take place with the prior written consent of the CONTRACTING PARTY and after the subcontractors have committed themselves to maintaining in confidence any information provided to them by the CONTRACTOR and/or the CONTRACTING PARTY.
3. The CONTRACTOR is obliged to pay, on its own account, the remuneration due to the subcontractor, as well as observe the dates of payment set out in the agreement with the subcontractor.

§ 6 OBLIGATIONS AND RIGHTS OF THE CONTRACTING PARTY

1. The CONTRACTING PARTY agrees to:
 - 1) carry out acceptance of the SUBJECT of the CONTRACT, completed in line with the CONTRACT, within the time limit agreed, unless there are significant reasons to postpone the date of such an acceptance;
 - 2) pay the CONTRACTOR on time.
2. During performing of the SUBJECT of the CONTRACT, the CONTRACTING PARTY whenever possible, shall allow the CONTRACTOR to use the media against payment based on the current price list which forms an Attachment to the CONTRACT.
3. The PARTIES allow deduction of payments due under this CONTRACT with the payments for the delivery of media.
4. For the duration of the performance of the SUBJECT of the CONTRACT, the CONTRACTING PARTY will enable the CONTRACTOR to use the land and facilities of the CONTRACTING PARTY for the purposes of the CONTRACT.
5. The settlement of fees, referred to in section 2 of this paragraph, will take place monthly on the basis of invoices issued by the CONTRACTING PARTY. Deadlines for payment of these invoices shall be set at 21 days from the invoice date.

6. The CONTRACTING PARTY is entitled, at any time, to inspect the progress and status of the work as well as the methods employed in the performance of the SUBJECT of the CONTRACT.

§ 7 TIME LIMIT FOR COMPLETION OF THE CONTRACT

1. The CONTRACTOR undertakes to complete the execution of the SUBJECT of the CONTRACT on the date specified in the schedule attached to the CONTRACT.
2. By completing the SUBJECT of the CONTRACT, the PARTIES understand the qualitative and quantitative acceptance of the SUBJECT OF THE CONTRACT, confirmed by the ACCEPTANCE Protocol.
3. The CONTRACTOR is obliged to keep the CONTRACTING PARTY updated on the course of the execution of the CONTRACT, in particular, it shall promptly notify the CONTRACTING PARTY of any difficulties and risks which could result in the failure to meet the deadlines stipulated in the CONTRACT.

§ 8 REMUNERATION

1. For executing the SUBJECT of the CONTRACT the CONTRACTOR is entitled to a lump sum remuneration in the amount indicated in the CONTRACT.
2. The fixed, lump sum, remuneration referred to in section 1, is complete and final and includes all receivables of the CONTRACTOR associated with performance of the CONTRACT, including all expenditure required to complete all works, including those works which were not indicated directly in the CONTRACT but which are necessary for the proper execution of the CONTRACT.
3. The CONTRACTOR declares that, being a professional, he is aware that even if at the time of entering into the CONTRACT it was not possible to predict the size or cost of the work, or the CONTRACTOR misjudged the size or cost of the work, it may not demand an increase in remuneration which means that the CONTRACTOR'S claim, based on Art. 632 § 2 of the Civil Code, is excluded. The CONTRACTOR declares that it will not claim for increase of the lump sum remuneration, in particular, due to any increases in the prices of construction materials, construction services, energy, fuel, steel, or any increases in public levies, or foreign exchange rates.
4. Any possible objections of the CONTRACTOR, reported after the conclusion of the CONTRACT, as to the submissions or projects provided by the CONTRACTING PARTY and which constitute the input data for the execution of the CONTRACT, may not constitute grounds for the CONTRACTOR to demand an increase in the remuneration set in the CONTRACT.
5. In the case of any failure of all the works covered by the SUBJECT of the CONTRACT, the remuneration, referred to in section 1 of this paragraph and in the CONTRACT, shall be reduced in proportion to the work completed; this does not exclude the rights of the CONTRACTING PARTY to claim for the damages and penalties as provided for in the CONTRACT, or from withdrawing from the CONTRACT entirely.
6. Moreover, as part of the remuneration referred to in section 1 of this paragraph, the CONTRACTOR, in particular:
 - 1) bears the costs of carrying out all tests, examinations, checks, inspections, measurements and handover procedures necessary for delivery of the SUBJECT of the CONTRACT for use;
 - 2) bears the costs of establishing securities provided for in the CONTRACT, including changes made in therein;

3) transfers to the CONTRACTING PARTY copyrights, as provided for in § 18 of the GT&C.

§ 9 CONDITIONS OF INVOICING AND PAYMENT

1. The payment of remuneration by the CONTRACTING PARTY will take place after completion of the works, which will be confirmed by the ACCEPTANCE Protocol without any reservations, along with the issuance of a correct invoice for the works completed. Payment will be settled by bank transfer to the CONTRACTOR's bank account indicated in the invoice.
2. The basis for issuing the invoice will be the ACCEPTANCE Protocol on the completed SUBJECT of the CONTRACT, signed by the CONTRACTING PARTY.
3. Payments due, invoiced in accordance with foregoing sections 1 and 2, shall be made within 30 days, counted from the date of the receipt of a valid invoice by the CONTRACTING PARTY.
4. Remuneration for the work executed will take place on the basis of properly issued invoices, which must meet the requirements specified in points 5 and 6 of this paragraph.
5. In addition to the statutory requirements, the invoice issued by the CONTRACTOR should also include:
 - 1) the CONTRACT number;
 - 2) the information, as included in the CONTRACT, regarding the prohibition to assign receivables without the written consent of the CONTRACTING PARTY.
6. For each invoice issued, the CONTRACTOR is obliged to enclose an ACCEPTANCE Protocol signed by the PARTIES, appropriate for the implementation phase of the CONTRACT, as agreed in the schedule of the CONTRACT.
7. If the invoices delivered by the CONTRACTOR to the CONTRACTING PARTY do not meet the requirements set out in sections 5 and 6 of this paragraph, the CONTRACTING PARTY is entitled to withhold the payment of the sum indicated in the invoice in question. The deadline for the payment, arising from an invoice that does not meet the statutory requirements or as indicated in points 5 and 6 of this paragraph, shall be counted from the date of the receipt by the CONTRACTING PARTY of an invoice issued in accordance with the said requirements. Payments withheld shall be interest-free and shall not mature for the time of their retention and the CONTRACTOR shall desist from claiming them and shall treat them as payments not yet due.
8. The date for payment of the invoice shall be the date that the CONTRACTING PARTY's bank account is debited.

§ 10 ADDITIONAL, REPLACEMENT OR DISCONTINUED WORK

1. Under no circumstances shall the work necessary for the proper performance of the whole SUBJECT of the CONTRACT be considered as additional work and thus subject to additional remuneration for the CONTRACTOR, the need for which has occurred during execution of the CONTRACT and which the CONTRACTOR could and should have foreseen upon entering into the CONTRACT.
2. The CONTRACTOR shall undertake further work, as agreed by the authorised representatives of the PARTIES, the need for which has been notified by the CONTRACTING PARTY or has occurred during performance of the CONTRACT. Performance of any additional work requires prior amendment to the CONTRACT stating the remuneration agreed in writing, under pain of invalidity.
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 of the CONTRACT and for which a suitable written amendment to the CONTRACT has been signed, shall be carried out by the CONTRACTOR with the application of those principles and standards imposed for the remaining works, as covered by the GT&C and the SUBJECT of the CONTRACT.

4. In justified cases, the CONTRACTING PARTY may exclude certain works from the scope of the SUBJECT of the CONTRACT; the lump sum remuneration of the CONTRACTOR will then be reduced according to the value of the work excluded from the scope of the CONTRACT. The value of the work will be calculated on the basis of the CONTRACTOR's offer, as agreed by the authorised representatives of the PARTIES, where the same is not possible to be calculated on the basis of the estimated percentage of remaining works under the CONTRACT.

§ 11 ACCEPTANCE

1. ACCEPTANCE will take place at the CONTRACTING PARTY's offices and will be preceded by the PARTIES signing the ACCEPTANCE Protocol, in accordance with the template constituting an Attachment to the CONTRACT.
2. If the CONTRACTING PARTY determines that the SUBJECT of the CONTRACT has been executed contrary to the provisions of the CONTRACT, it may then refuse to sign the ACCEPTANCE Protocol until the reported incompatibilities or defects have been removed. In such a case, the date of completion of the SUBJECT of the CONTRACT shall be the date on which the CONTRACTOR hands over to the CONTRACTING PARTY the SUBJECT of the CONTRACT correctly executed.
3. The CONTRACTING PARTY will submit their comments no later than 7 days from the date of the submission of the documentation, prepared as part of the performance of the SUBJECT of the CONTRACT; the CONTRACTOR will then be obliged to correct any reported shortcomings or defects within 5 days.

§ 12 GUARANTEE

1. The CONTRACTOR, regardless of the CONTRACTING PARTY's rights under the statutory warranty for defects, grants the CONTRACTING PARTY a quality guarantee for the performance of the SUBJECT of the CONTRACT.
2. The period of the guarantee granted is 12 months from the date of the signing of the ACCEPTANCE Protocol for the completed SUBJECT of the CONTRACT. If any defects are discovered, the CONTRACTOR undertakes to remove the same within 7 days of a written notification sent by the CONTRACTING PARTY regarding their detection.
3. If the CONTRACTOR carries out improvements or implements changes to the SUBJECT of the CONTRACT as a result of discovery of the defects by the CONTRACTING PARTY, the warranty period runs again from the day on which the CONTRACTING PARTY accepts, without reservations, the SUBJECT of the CONTRACT delivered by the CONTRACTOR after the removal of the defects.
4. In the event of defects occurring in the SUBJECT of the CONTRACT, the CONTRACTING PARTY shall communicate to the CONTRACTOR, in writing or *via* e-mail, a complaint, to which the CONTRACTOR shall be obliged to respond within 48 hours of receipt thereof. Failure to answer promptly, either by phone or by email, shall be considered as having accepted the grounds for the complaint.
5. In the case of the ineffective expiry of the deadline for the removal of defects, the CONTRACTING PARTY can remove them or have them removed by another entity, instead of the CONTRACTOR, without judicial authorisation and at the expense of the

CONTRACTOR and in addition, it can charge the penalties specified in § 13 section 1 point 3 of the CONTRACT. The provisions of section 3 of this paragraph shall apply accordingly.

§ 13 CONTRACTUAL PENALTIES

1. The CONTRACTOR shall pay the CONTRACTING PARTY contractual penalties for the non-performance or improper performance of the CONTRACT, in the following cases and in the amounts indicated below:
 - 1) for the non-performance of the CONTRACT in the event of either the total or partial cancellation of the CONTRACT by the CONTRACTING PARTY, where cancellation is for reasons attributable to the CONTRACTOR - a contractual penalty of 20% of the net lump sum of the remuneration specified in the CONTRACT;
 - 2) for a delay in the execution of the SUBJECT of the CONTRACT - a contractual penalty of 0.5% of the net lump sum of the remuneration specified in the CONTRACT for each day of such a delay, bearing in mind that the amount of the penalty calculated cumulatively, may not be any higher than 20% of the lump sum of the net remuneration of the CONTRACTOR specified in the CONTRACT;
 - 3) for a delay in the removal of defects found upon acceptance or within the guarantee or warranty period - a contractual penalty of 0.7% of the gross lump sum remuneration specified in the CONTRACT for each day of such a delay in relation to the deadline for the removal of defects;
 - 4) for infringement by the CONTRACTOR of safety regulations, fire protection principles or environmental protection legislation during performance of the CONTRACT, or infringement thereof by the CONTRACTOR's employees, or subcontractors or persons providing work or services for the CONTRACTOR on the basis of another legal relationship - contractual penalties, for each infringement found, will be levied according to the current tariff of fines for non-compliance with OHS, fire protection or environmental protection regulations, as indicated in an Attachment to the CONTRACT;
 - 5) in the case of the violation of the obligation of confidentiality - a contractual penalty in the amount of 50,000 PLN for each violation.
2. Each of the above stipulated contractual penalties is independent. The CONTRACTING PARTY has the right to pursue each of them independently of each other, as well as charge cumulatively all the penalties, the calculations of which are justified by the occurrence of reasons stipulated in the CONTRACT.
3. Contractual penalties accrued may be deducted from the remuneration of the CONTRACTOR. The CONTRACTOR agrees to deduct the contractual penalties referred to in section 1 of this paragraph from the remuneration due to the CONTRACTOR without a separate statement of the CONTRACTING PARTY regarding any such deduction.
4. The CONTRACTING PARTY reserves the right to supplementary compensation, exceeding the amount of the aforesaid contractual penalties, up to the value of actual damage suffered by the CONTRACTING PARTY.

§ 14 LIABILITY

1. The CONTRACTOR is responsible for the proper execution of the SUBJECT of the CONTRACT.
2. The CONTRACTOR shall be liable for damages resulting from any breaches of obligations under this CONTRACT, including any damages arising from the acts or omissions of its employees or third parties, including those subcontractors which the CONTRACTOR employs for the execution of the CONTRACT, as well as for its own acts or omissions.

3. The CONTRACTOR shall be responsible and liable to the CONTRACTING PARTY for any injury or property damage that may occur during the execution of the CONTRACT, caused by negligence or misconduct related to the exercise of command or supervision of personnel by the CONTRACTOR, its suppliers or subcontractors.

§ 15 WITHDRAWAL FROM THE CONTRACT

1. Regardless of its statutory right, the CONTRACTING PARTY shall be entitled to withdraw from the CONTRACT either wholly or partially until expiry of the quality guarantee period in the case of:
 - 1) a significant failure on the part of the CONTRACTOR, bearing in mind that the CONTRACTING PARTY may not withdraw from the CONTRACT if, at the time of submitting such a statement, the significant failure shall have ceased to exist and its effects have been removed by the CONTRACTOR;
 - 2) a state of Force Majeure which has continued for more than 6 months;
 - 3) a material change in circumstances resulting in performing of the CONTRACT being no longer in the interest of the CONTRACTING PARTY and which could not have been foreseen at the time of entering into the CONTRACT. In such a case, the CONTRACTING PARTY may withdraw from the CONTRACT within 30 days of becoming aware of such circumstances. In such a case, the CONTRACTOR may only demand compensation due for the execution of part of the CONTRACT up to the date of the written notice of withdrawal given to the CONTRACTOR;
 - 4) the CONTRACTOR having filed for restructuring of debt or a decision having been made to liquidate the CONTRACTOR or where respective court proceedings concerning the above have been instituted, in the country of the CONTRACTOR's registered office;
 - 5) the insolvency of the CONTRACTOR within the meaning of the legislation passed on 28 February 2003 - Bankruptcy Law (i.e. Legal Journal of 2016 pos. 217, as amended), or the risk of the insolvency of the CONTRACTOR within the meaning of the Act of 15 May 2015, Restructuring Law (i.e., Legal Journal of 2017, pos. 1508, as amended);
 - 6) total delay in the implementation of the SUBJECT of the CONTRACT where this exceeds 30 days.
2. Any significant failure on the part of the CONTRACTOR justifying withdrawal from the CONTRACT having regard to the principles set out in section 1 point 1 of this paragraph, in particular:
 - 1) violation of a significant provision of this CONTRACT, essential for the proper execution of its SUBJECT;
 - 2) failure to perform the duties relating to the liability for defects in the SUBJECT of the CONTRACT;
 - 3) infringement of the legislation or appropriate administrative decisions;
 - 4) the entrusting of the performance of all or part of the CONTRACT, by the CONTRACTOR, to a third party which constitutes a breach of the CONTRACT, in particular, entering into a sub-contract without the CONTRACTING PARTY's consent;
 - 5) the improper handling of the CONTRACT by the CONTRACTOR despite the written request of the CONTRACTING PARTY to stop such violations and the setting of an additional deadline for the removal of their consequences;
 - 6) the suspension, by the CONTRACTOR, without a vital reason, of the performance of the CONTRACT;
 - 7) the persistent failure or denial of the CONTRACTOR to perform its obligations under this CONTRACT;
 - 8) the CONTRACTOR's loss of ability to execute the SUBJECT of the CONTRACT;

- 9) failure to implement the SUBJECT of the CONTRACT by the date specified in the CONTRACT.
3. In the event of the cancellation of the CONTRACT by the CONTRACTING PARTY, either wholly, or partially, due to conditions set out in section 1, the CONTRACTOR shall be obliged to pay a contractual penalty for withdrawing from the CONTRACT for reasons attributable to it, as indicated in § 13 section 1 point 1).
4. In the case of withdrawal from the CONTRACT with regard to its incomplete part for reasons other than the occurrence of an event of Force Majeure, the CONTRACTING PARTY will pay the CONTRACTOR the actual value of the work duly completed and accepted until the day of the withdrawal.
5. As part of the remuneration referred to in section 4 of this paragraph, the CONTRACTOR:
- 1) will provide the CONTRACTING PARTY with the SUBJECT of the CONTRACT in the scope executed, as at the date of the withdrawal from the CONTRACT;
 - 2) shall transfer to the CONTRACTING PARTY all intellectual property rights covered by the SUBJECT of the CONTRACT for that part of the CONTRACT that has been completed;
 - 3) shall transfer, at the request of the CONTRACTING PARTY, all obligations arising from any contracts concluded between the CONTRACTOR and its subcontractors, to the extent required by the CONTRACTING PARTY, subject to their consent for the change of the creditor, as expressed by the subcontractors;
 - 4) shall provide, on the date of withdrawal from the CONTRACT and with regard to the incomplete part of the CONTRACT, a guarantee to the CONTRACTING PARTY, in accordance with the terms of § 12 of the GT&C for the scope of the SUBJECT of the CONTRACT that has been realised and accepted by the CONTRACTING PARTY.
6. In case of withdrawal from the CONTRACT, either wholly or partially by the CONTRACTING PARTY for reasons attributable to the CONTRACTOR, the CONTRACTING PARTY, without the prior consent of the court, may entrust completion of the SUBJECT of the CONTRACT to another contractor. If execution of the SUBJECT of the CONTRACT by another contractor increases the cost thereof, the CONTRACTOR will be obliged to pay the CONTRACTING PARTY an amount corresponding to such an increase in costs within 30 days of receipt of the CONTRACTING PARTY's request for payment, together with an invoice confirming the increase in costs.
7. In the case of withdrawal from the CONTRACT, either wholly or partially by either PARTY, due to an event of Force Majeure lasting longer than 6 months, settlement of the CONTRACT will be based on the agreement between the PARTIES, *vis-à-vis* the degree of completion of the CONTRACT on the day of withdrawal. In such a case, the CONTRACTOR shall transfer to the CONTRACTING PARTY all intellectual property rights covered by the SUBJECT of the CONTRACT regarding the completed and settled parts of the SUBJECT of the CONTRACT and shall give a quality guarantee in respect of this part of the SUBJECT of the CONTRACT according to the conditions specified in § 12 GT&C.
8. In the event of withdrawal from the CONTRACT by the CONTRACTOR, the provisions of § 13 and § 17 of the General Terms and Conditions shall remain in force.

§ 16 ASSIGNMENT

1. Any transfer by the CONTRACTOR of all or part of the rights or obligations arising from the CONTRACT, requires the prior, express and written consent of the CONTRACTING PARTY, in order to be valid. The CONTRACTOR shall insert information on the prohibition of assignment without the written consent of the CONTRACTING PARTY in each invoice issued.

2. The CONTRACTING PARTY is entitled to transfer its rights and obligations under the CONTRACT, without the consent of the CONTRACTOR.
3. Any transfers of the CONTRACTING PARTY's receivables, due under this CONTRACT, to a third party or the authorisation of any third party to pursue such claims without the express, prior consent of the CONTRACTING PARTY, in writing, shall not be valid.

§ 17 CONFIDENTIALITY

1. "Confidential Information" within the meaning of the GT&C, means any information of the CONTRACTING PARTY of a technical, technological or organisational nature made available to the CONTRACTOR in any form, regardless of whether it was marked "Confidential" or not; this refers, in particular, to ideas, techniques, technologies, diagrams, drawings, subjects of copyrights, models, inventions, *know-how*, equipment, software and security systems, information on tests and their results, projects and specifications, financial information, commercial and manufacturing requirements, lists of partners, investors and employees and their contact details, business relationships and contractual, business forecasts, marketing plans, the confidential information of third parties -to the extent permitted- or other information of commercial value, the use, transfer, or disclosure of which, to any unauthorised person, may affect the interests of the CONTRACTING PARTY.
2. The CONTRACTOR undertakes to keep secret all Confidential Information as well as the contents of this CONTRACT and to maintain them as strictly confidential, and not to disclose them to third parties and also undertakes not use such Confidential Information for any purpose other than the pursuance of this CONTRACT.
3. The CONTRACTOR may disclose Confidential Information to subcontractors or sub-suppliers only to the extent required for the performance of the CONTRACT, provided that the obligations of confidentiality correspond to the terms of the CONTRACT and that the GT&C are imposed on such subcontractors and sub-suppliers prior to the disclosure.
4. The obligation of confidentiality binds the CONTRACTOR indefinitely.
5. The obligations of confidentiality set out in this paragraph do not apply to:
 - 1) information that is widely known or is in the public domain, without breach of the obligation to preserve its confidentiality;
 - 2) cases where the CONTRACTING PARTY has given written consent to such disclosure;
 - 3) information regarding which there is an obligation to disclose to the public authorities, according to the applicable legislation or a final decision of the court.
6. In the case of withdrawal from the CONTRACT, the CONTRACTOR, at the CONTRACTING PARTY's request, shall return to the CONTRACTING PARTY, immediately upon the receipt of the declaration of withdrawal, all documents, materials and other information media containing confidential information.
7. If the CONTRACTOR discloses confidential information to other parties, that is, to third parties, it will bear full responsibility for any actions and omissions of these parties as for its own.
8. The CONTRACTING PARTY's consent is not required for the disclosure of confidential information to companies belonging to the same group as the CONTRACTING PARTY.

§ 18 INTELLECTUAL PROPERTY RIGHTS

1. The CONTRACTOR declares and assures that it will acquire all rights and powers to dispose of all works created as part of the performance of this CONTRACT, in accordance with the requirements provided for in Attachment no 1 to the CONTRACT, hereinafter referred to as "Works", at the latest by the day of the hand-over of the documentation

prepared as part of the performance of the SUBJECT of the CONTRACT to the ORDERING PARTY. This will include proprietary copyrights and all authorisations to exercise those rights, dependent on the persons that will be engaged in the creation of the individual Works included in the SUBJECT of the CONTRACT. The CONTRACTOR further declares and assures that on this day, the Works will be free from defects, both legal and physical. The acquisition of the rights referred to in the preceding sentence will take place in order to enable their transfer to the CONTRACTING PARTY, as a result of the provisions of sections 2-5 of this paragraph.

2. As part of the remuneration specified in the CONTRACT, the CONTRACTOR transfers to the CONTRACTING PARTY the proprietary copyrights to the Works. The transfer of proprietary copyrights will take place upon the transfer of the Works to the CONTRACTING PARTY.
3. The transfer of copyrights relating to the Works occurs without limitation as to the territory, time, the number of copies, in the following fields of use:
 - 1) recording and reproducing the Works, using any technique, including printing, reprographic, magnetic storage and digital techniques;
 - 2) saving the Works to a computer memory;
 - 3) public exhibition, display and playback;
 - 4) lending a copy or the original Works;
 - 5) sharing the Works in such a way that anyone can have access to it at a place and time individually chosen by them, including *via* the Internet;
 - 6) the sale and marketing of the original Works, or the copies on which the work was recorded;
 - 7) reprinting the Works either wholly or partially and making it available for surveys, exhibitions and catalogues;
 - 8) using the Works for CONTRACTOR's use to the extent necessary for the purpose of the CONTRACT and for performing any work resulting from the operation, repair, modernisation, reconstruction or extension and repair of any property of the CONTRACTING AUTHORITY or companies within its capital group, including making the Work available:
 - a) to other contractors as the basis for start-up material for work entrusted to them;
 - b) to contractors taking part in procurement procedures by the CONTRACTING PARTY or any company of the CONTRACTING PARTY's capital group;
 - c) partially, as necessary for other contractors as the basis for the performance and/or supervision of Works;
 - d) where necessary to third parties participating in projects implemented by the CONTRACTING PARTY or any company from within the CONTRACTING PARTY's capital group.
4. The CONTRACTOR grants the CONTRACTING PARTY exclusive and irrevocable permission for disposing and/or use of the derivative Works, in particular, all their modifications and adaptations, in such as the exercise of derivative copyrights.
5. The CONTRACTING PARTY acquires ownership of any media (CDs, etc.) on which the Works were recorded, or any of their elements, upon receipt of the work carried out by the CONTRACTOR.
6. The CONTRACTOR is financially and legally liable for infringement of the provisions of the Act of February 4, 1994 on copyright and related rights, including those of third parties.
7. Notwithstanding the above provisions, the CONTRACTING PARTY shall be entitled to use all data and information, including those of technical, business or commercial nature, which are included in the documentation prepared by the CONTRACTOR under the CONTRACT

as well as to pass the aforementioned data and information for use by the entities being a members of the CONTRACTING PARTY's capital group.

8. Notwithstanding any other provisions of the CONTRACT, the CONTRACTOR shall indemnify and hold harmless the CONTRACTING PARTY and its successors or entities onto which the CONTRACTING PARTY has transferred the rights under the CONTRACT against all claims brought by any third party arising from the violation of economic or moral rights (including copyrights), derivative copyrights, patent infringements, violations of registered designs, trademarks or trade names, or other intangible property rights, and shall pay any costs incurred by the CONTRACTING PARTY, in relation to such claims.

§ 19 FORCE MAJEURE

1. The PARTIES shall not be liable for failure to fulfil contractual obligations due to the occurrence of the event of Force Majeure.
2. An event of Force Majeure shall mean any external and sudden event which cannot be resisted and which could not have been foreseen at the time of the conclusion of the CONTRACT and whose consequences could not have been prevented, in particular:
 - 1) wars, whether declared or not and other military operations, invasions, acts of terrorism, mobilisation, or embargo;
 - 2) radiation or contamination by radioactivity from nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive or other, hazardous properties of any explosive nuclear complexes or of their components;
 - 3) terrorism, military coup or civil war;
 - 4) natural disasters such as earthquakes, landslides, flood;
 - 5) the following geological conditions related to the land substrate: archaeological relics, hazardous materials such as unexploded bombs and misfires or toxic materials, such as petroleum;
 - 6) shock waves caused by a flying object travelling at subsonic or supersonic speeds.
3. The PARTY for whom execution of this CONTRACT has become impossible due to such an event of Force Majeure, shall notify the other PARTY in writing of the occurrence of the said Force Majeure immediately, that is, within 14 days of its occurrence. When the Force Majeure event ceases, this should be also reported forthwith to the other PARTY with a simultaneous proposal to resume obligations.

§ 20 GOVERNING LAW AND DISPUTE RESOLUTION

1. The CONTRACT shall be governed and interpreted in accordance with Polish law. In cases not covered in the GT&C or in the CONTRACT, the provisions of Polish law in force, including, in particular, the Civil Code, shall apply.
2. Any disputes that may arise from the CONTRACT, shall be settled by the PARTIES amicably. If no agreement is reached within 30 calendar days of the one PARTY raising claims against the other PARTY and requesting an amicable settlement of the dispute, the dispute will become subject to the jurisdiction of the appropriate common court, competent for the seat of the CONTRACTING PARTY.

§ 21 REPRESENTATIVES OF THE PARTIES

1. Each PARTY shall appoint its representative to be responsible, on its behalf, 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 obligations resulting in a change of the CONTRACT; nor may they submit other declarations of intent on behalf of the CONTRACTING PARTY, or on behalf of the CONTRACTOR.
3. Changing the representatives of the PARTIES specified in the CONTRACT does not constitute a change of CONTRACT and does not require an amendment to the CONTRACT. For the effective change of the PARTIES representatives prior written notice delivered to the other PARTY will be sufficient.

§ 22 FINAL PROVISIONS

1. Should any provision of the GT&C or the CONTRACT be found to be invalid due to its non-compliance with the law, ineffectiveness or unenforceability, or if there is any ambiguity or inadequacy in the GT&C or in the CONTRACT, the validity of the remaining provisions shall remain and shall not be affected thereby; the CONTRACT shall continue to be implemented without referring to the provision in question, unless the invalidity affects any material provisions of the GT&C or the CONTRACT, or it follows from its content that without the provisions affected by invalidity, the CONTRACT has not been concluded. 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 this CONTRACT must be in writing in order to be valid.