

GENERAL TERMS AND CONDITIONS FOR CIECH GROUP DESIGN WORKS

These GENERAL TERMS AND CONDITIONS FOR DESIGN WORKS, along with the AGREEMENT and Appendices to the AGREEMENT, constitute a uniform agreement by the PARTIES.

Any changes to these GENERAL TERMS AND CONDITIONS are binding upon the PARTIES only insofar as they are express reservations regarding the implementation of changes to the GENERAL CONDITIONS, as expressed in the AGREEMENT and must be writing, in order to be valid.

In the case of discrepancies between the provisions of the GENERAL CONDITIONS and the provisions of the AGREEMENT, the provisions of the AGREEMENT shall prevail.

The use of any standard contracts and general conditions of the DESIGNER is excluded.

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§ 1 DEFINITIONS

"CLIENT"	means the company within CIECH Capital Group ,
"DESIGNER "	means an entity with which the CLIENT has entered into AGREEMENT,
"PARTIES" or "PARTY"	means the CLIENT and the DESIGNER together, or each of them individually
"AGREEMENT"	means an agreement entered into by the PARTIES, the subject of which is the execution of a project for the implementation of a specified investment.
"GENERAL CONDITIONS" or "GT&C"	mean these General Terms and Conditions for Design Work
"PROJECT"	means a set of design documents, created by the DESIGNER in connection with the SUBJECT MATTER OF THE AGREEMENT and submitted to the CLIENT; as well as each document or separate part thereof and its copy given to the CLIENT. The PROJECT includes: a building design within the meaning of construction legislation, technological projects and technical engineering designs, workshop drawings, manuals, and other materials developed for the needs of the AGREEMENT in accordance with the legislation, in particular with construction legislation and the requirements for the investments specified in the AGREEMENT. 'As-built' documentation is excluded from the scope unless otherwise stated in the Subject of the Agreement.
"SUBJECT OF THE AGREEMENT"	means execution of the PROJECT specified in the AGREEMENT and described in the Appendix to the AGREEMENT and commissioned to be performed by the DESIGNER under the AGREEMENT, also including in its scope, tasks beyond the PROJECT.
"GUIDELINES"	mean preliminary architectural, building, technological and/or functional assumptions, the refinement of which and the selection of specific solutions will constitute the next stage of the work of the project
"SUBCONTRACTOR"	means the Entity to which the CONTRACTOR delegates the performance of part of - or the whole of - the SUBJECT OF THE AGREEMENT
"FINAL ACCEPTANCE"	means the final acceptance of the SUBJECT OF THE AGREEMENT, confirming completion of the contractual obligations by the DESIGNER.
"STAGE"	means an element of the PROJECT specified in the material / financial schedule which forms an Appendix to the AGREEMENT and includes a complete set of papers, documents, permits and tests for a given scope of works.

"AUTHOR'S SUPERVISION"	means activities exercised by the author of the PROJECT during execution of the SUBJECT OF THE AGREEMENT as indicated in the AGREEMENT, according to the requirements of construction legislation.
"GUARANTEE PERIOD"	means the Guarantee Period for defects in the SUBJECT OF THE AGREEMENT counted from the date of the FINAL ACCEPTANCE, for which the DESIGNER grants the CLIENT a quality guarantee and commits to the removal of defects and faults and to other benefits referred to in the AGREEMENT and GT&C,

§ 2 THE SCOPE OF GENERAL CONDITIONS

The GENERAL TERMS AND CONDITIONS FOR DESIGN WORKS are being applied to AGREEMENT concluded by the CLIENT, the object of which is the preparation and delivery of the complete PROJECT.

§ 3 STATEMENTS OF THE DESIGNER

1. The DESIGNER declares that he has the appropriate technical knowledge, equipment and experience in the execution of projects similar to the project which is the SUBJECT OF THE AGREEMENT and that he is well acquainted with the scope of work which is the SUBJECT MATTER OF THE AGREEMENT.
2. The DESIGNER declares that he raises no objections to the scope of the work, the technological solutions adopted and the requirements of the CLIENT.
3. The DESIGNER declares that he has sufficient resources and equipment and that his employees and co-workers are sufficiently skilled and possess the appropriate experience and permissions required by the SUBJECT OF THE AGREEMENT which are necessary for the proper performance of the AGREEMENT.
4. The DESIGNER declares that he undertakes to execute the AGREEMENT with due care, in accordance with the principles of *state-of-the-art* technical knowledge, the relevant legislation and standards as well as with the arrangements with the CLIENT and administrative decisions.
5. The DESIGNER declares that he conducts his activities in accordance with the legislation applicable and that he has the necessary means and authority for the execution of the SUBJECT OF THE AGREEMENT.
6. The DESIGNER declares that there are no restructuring proceedings in progress against him, nor has he filed for bankruptcy. He further declares that he is not in arrears with his obligations to the Social Insurance or Tax Office.

§ 4 OBLIGATIONS OF THE DESIGNER

1. The DESIGNER is obliged to carry out the PROJECT and to exercise the *on-site* AUTHOR's SUPERVISION in accordance with the AGREEMENT, GUIDELINES,

- technical conditions, construction legislation, technical and construction regulations and the valid norms and principles of *state-of-the-art* technical knowledge.
2. The DESIGNER is obliged to obtain all necessary documents required for work on the PROJECT in all its stages, in addition to those transferred, or to be transferred, in the future by the CLIENT, in particular those relating to soil conditions, maps for design purposes, connection conditions, arrangements for technological breaks, building conditions, decisions on the environmental issues or other, if required.
 3. The DESIGNER is obliged to inform the CLIENT on all the activities related to the execution of the AGREEMENT that DESIGNER performs or intends to perform.
 4. The DESIGNER is obliged to obtain the CLIENT's approval for the concept of the object of the project prepared, the land use plan or any other development plan in the initial phase of work on the SUBJECT OF THE AGREEMENT. The DESIGNER declares that the above-mentioned acceptance shall not constitute a direct basis for any claims of the CLIENT in the case of changes arising at a later stage of the arrangements and adaptation to the laws or guidelines of those institutions rendering opinions.
 5. The DESIGNER shall arrange the PROJECT with the CLIENT and with all institutions and authorities issuing technical, organisational consents, permits, approvals and opinions, if such arrangements result from legislation, good engineering practices or are necessary in order to obtain all the acceptances by third parties, prior to the end of the work.
 6. The DESIGNER shall supply a list of elaborations / studies and a written statement concerning the stage of the completeness of the designs and their compliance with the objectives specified in the AGREEMENT, the applicable standards, legislation and rules of technical knowledge and shall certify, in writing, such completeness of the aforesaid issued documents for the purpose which they serve.
 7. The DESIGNER is obliged to provide the CLIENT with the PROJECT referred to in the AGREEMENT both on paper and in digitalised PDF format as well as AUTOCAD; this must be in Polish and be in the number of copies specified in the material scope annexed to the AGREEMENT.
 8. The DESIGNER is obliged to pass the final version of the PROJECT to the CLIENT, within 14 days prior to the final hand-over of the PROJECT, for CLIENT's opinion. The CLIENT shall review and comment it promptly but no later than within 14 working days. The CLIENT's OPINION referred to in the previous sentence does not exclude the CLIENT's claims against the DESIGNER in relation to the warranty, guarantee or improper performance of the AGREEMENT.
 9. The DESIGNER declares that the PROJECT is complete and fully meets the specifications set by the CLIENT.
 10. The DESIGNER shall perform any and all lacking element of the PROJECT within the remuneration specified in the AGREEMENT, if the CLIENT discovers lack of any PROJECT's element which is necessary for the proper implementation of the investment for which the SUBJECT OF THE AGREEMENT has been executed.
 11. The DESIGNER warrants the completeness of the PROJECT and its compatibility with the GUIDELINES, the applicable standards and the legislation as well as with the rules and technical knowledge and that it will be issued to the CLIENT complete and well-fitting for purpose.
 12. The DESIGNER shall ensure that the proposed solutions meet the requirements, rules and standards of the Best Available Techniques (BAT).

13. The DESIGNER is obliged, at the request of the CLIENT, to assist in the formulation of documents of tender for the execution of construction and assembly works based on the PROJECT and in providing opinions on the bids of contractors of works related to the PROJECT in the course of negotiations carried out with them,
14. The CLIENT has the right to submit opinions and comments on the PROJECT during its execution, and the DESIGNER shall not refuse to consider the position of the CLIENT without justified cause.
15. Regardless of the comments and opinions given by the CLIENT, the overall responsibility for the execution of the PROJECT rests solely with the DESIGNER. The DESIGNER's responsibility for the PROJECT, as provided for in this section, is excluded in the case of solutions adopted at the request of the CLIENT and imposed by the CLIENT after conclusion of the AGREEMENT, despite the technically and technologically viable reservations of the CLIENT, having been informed in writing.
16. The CLIENT has the right to reject the PROJECT, if it is incomplete or inconsistent with the AGREEMENT.
17. The DESIGNER shall bear the costs of correcting errors in the PROJECT and of the resulting corrective work necessary for the investment implemented on its basis.
18. The DESIGNER shall be liable for any physical and legal defects of the PROJECT, as well as for the resulting delays in obtaining the relevant opinions, approvals and permits.
19. The DESIGNER undertakes to perform and provide the CLIENT with 'as-built' documentation, if this has been specified in the SUBJECT OF THE AGREEMENT.

§ 5 SUBCONTRACTORS

1. The CLIENT may agree to delegate execution of the SUBJECT OF THE AGREEMENT, either entirely or in part, to third parties to the extent necessary to complete the AGREEMENT, further to the conditions and time limits in line with the GT&C and the AGREEMENT.
2. The DESIGNER may order the SUBJECT OF THE AGREEMENT to be undertaken by professional entities only, who are in possession of the appropriate qualifications and resources and who comply, in all respects, with the legislation in place for the carrying out of activities and their implementation *as per* the AGREEMENT.
3. The DESIGNER is responsible for the acts and omissions of the SUBCONTRACTORS as for its own acts or omissions.
4. The DESIGNER is entitled to delegate execution of the AGREEMENT, in part, to third parties, subject to:
 - 1) the prior written consent of the CLIENT to delegate execution of the SUBJECT OF THE AGREEMENT to the extent and under the conditions referred to in section 1,
 - 2) Inform the CLIENT that execution of the AGREEMENT has been delegated, in part, to third parties, as also have the settlement of claims against its SUBDESIGNER S. No information from the CLIENT on delegating execution of the SUBJECT OF THE AGREEMENT, in part, to a third party will be treated as the performance of the SUBJECT OF THE AGREEMENT by the DESIGNER ,
 - 3) possession of the necessary powers and skills for the execution of the AGREEMENT by the third party,

- 4) securing transfer of the copyright to the PROJECT executed by the DESIGNER in the scope ensuring the proper performance of the AGREEMENT,
- 5) ensuring *via* the AGREEMENT, that the on-site AUTHOR'S SUPERVISION regarding implementation of the investment, being the subject of the project, shall be carried out by the DESIGNER solely,
- 6) The DESIGNER assumes sole responsibility for any claims to copyrights relating to the execution of the SUBJECT OF THE AGREEMENT, by a third party, acting on its behalf.

§ 6 OBLIGATIONS AND POWERS OF THE CLIENT

1. The CLIENT is obliged to deliver to the DESIGNER the GUIDELINES necessary to prepare the documentation for the project. The list of data which the DESIGNER shall receive from the CLIENT constitutes an Appendix to the AGREEMENT.
2. The CLIENT is obliged to give the DESIGNER access to the property, at which the investment work shall be carried out on the basis of the project, each time that the DESIGNER deems it necessary, in order to fulfil the obligations arising from the AGREEMENT.
3. At the request of the DESIGNER, the necessary powers of attorney shall be provided to the DESIGNER by the CLIENT to act on its behalf in all matters related to obtaining of allocations and delivery of media as well as the obtaining of other required arrangements or a decision on the construction permit.
4. The CLIENT undertakes to provide all materials, documents and information necessary for the proper performance of the AGREEMENT by the DESIGNER within the time period agreed by the PARTIES in each case, as necessary during the execution of the AGREEMENT. If there arises, during the performance of the SUBJECT OF THE AGREEMENT by the DESIGNER, a justified necessity to obtain any additional documents, records or special or generic Powers of Attorney or any other information for the DESIGNER, the CLIENT is obliged to provide such additional documents or information immediately upon receipt of a written request in justification thereof from the DESIGNER. If, given the specificity of the requested documents or information, their immediate delivery is not possible, the CLIENT is obliged to advise the DESIGNER, in writing, of the earliest possible date for documents or information to be delivered.
5. The CLIENT is entitled to use the PROJECT supplied by the DESIGNER as specified in the AGREEMENT, also in other projects carried out by the companies from the CIECH Group without incurring any additional costs.
6. The CLIENT is obliged to pay promptly all payments due to the DESIGNER.
7. The CLIENT declares that it has the financial means necessary to pay compensation for the service being the SUBJECT OF THE AGREEMENT.
8. The CLIENT is entitled to control the stage of the work's progress being the SUBJECT OF THE AGREEMENT at any time.

§ 7 TIME LIMIT FOR COMPLETION OF THE AGREEMENT

1. The DESIGNER undertakes to perform the individual stages of the SUBJECT OF THE AGREEMENT within the dates indicated in the schedule constituting an Appendix to the AGREEMENT.
2. The DESIGNER is obliged to keep the CLIENT informed regarding the course of the execution of the AGREEMENT, in particular, it shall promptly notify the CLIENT of any difficulties and risks, which could result from any failure to meet the deadlines stipulated in the AGREEMENT.
3. The DESIGNER is entitled to change the deadlines for the various stages of the SUBJECT OF THE AGREEMENT, if:
 - 1) the CLIENT changes significantly, the SUBJECT OF THE AGREEMENT or the data, thereof, on the basis of which, the DESIGNER performs the PROJECT, or is in default with the delivery of additional materials, documents or information required for the proper execution of the SUBJECT OF THE AGREEMENT,
 - 2) there is a suspension of work due to **Force Majeure**, which prevents the DESIGNER from the execution of the SUBJECT OF THE AGREEMENT.
4. Changes in the deadlines agreed for the various stages of the SUBJECT OF THE AGREEMENT shall require re-arrangement between the PARTIES, each time and the introduction of such changes into the AGREEMENT in the form of a written amendment, in order to be valid.

§ 8 ON-SITE AUTHOR'S SUPERVISION

1. The DESIGNER shall carry out multi-disciplinary supervision in accordance with the construction regulations applicable, commencing since the notice to the DESIGNER on the handing-over of the construction site for work to the contractor by the CLIENT, until the final, legally binding decision on *Use permit'* according to the *Legislation on Proceedings* as recognised by the administrative courts.
2. As part of *on-site* AUTHOR'S SUPERVISION, the DESIGNER is obliged to:
 - 1) give opinions on the compatibility of the technical, material and utility solutions of the PROJECT, the regulations in force including technical-construction legislation and Polish Standards in the course of the investment,
 - 2) If any deficiencies in the PROJECT are found, to supplement it and to clarify any doubts arising during the implementation of the investment ,
 - 3) give opinions and arrange with the CLIENT, the possibilities of introducing alternative solutions into the investment, carried out in relation to those provided for in the PROJECT and submitted by the CLIENT, the site manager or the investor's supervision inspector.
3. During construction, the DESIGNER has the right to:
 - 1) access the site, obeying compliance with the health and safety regulations in force at the CLIENT's and make entries in the Official Building Log regarding works execution,
 - 2) demand, *via* an entry in the Official Building Log, to suspend the construction work, having informed the CLIENT thereof, regarding in particular:
 - a) a possible danger discovered,
 - b) non-compliance of works according to the PROJECT without prior arrangement with the CLIENT.

§ 9 REMUNERATION

1. For the execution of the SUBJECT OF THE AGREEMENT, the DESIGNER is entitled to a lump sum remuneration in the amount indicated in the AGREEMENT.
2. The lump sum remuneration referred to in section 1 is fixed, is not subject to indexation and cannot be increased in any way other than by the CLIENT extending the scope of work to be performed under the AGREEMENT, thus resulting in additional costs, the amount of which will be determined by the PARTIES on the basis of separate arrangements and negotiations in the form of a written amendment to the AGREEMENT.
3. The DESIGNER declares that, being a professional, he is aware that even if, at the time of entering into the AGREEMENT it was not possible to predict the size or cost of the work, or that the DESIGNER misjudged the size or cost of the work, he would not be in a position to demand an increase of remuneration which means that any claim by the DESIGNER, pursuant to Art. 632 § 2 of the Civil Code, is excluded. The DESIGNER declares that he will not demand an increase in the lump sum remuneration, in particular in connection with an increase in public charges or differences in exchange rates.
4. In the case of a failure of executing all works covered by the SUBJECT OF THE AGREEMENT, any remuneration referred to in section 1 of the AGREEMENT 1, shall be reduced in proportion to the scope of the work performed; this does not exclude the rights of the CLIENT to claim the damages and penalties provided for in the AGREEMENT, as well as withdraw entirely, from the AGREEMENT.
5. In addition, within the remuneration referred to in section 1 of this paragraph, the DESIGNER , in particular:
 - 1) bears the costs of carrying out all tests, examinations, checks, inspections, measurements and procedures necessary for the hand-over of the SUBJECT OF THE AGREEMENT for use;
 - 2) bears the costs of establishing securities provided for in the AGREEMENT, including any changes made thereto;
 - 3) transfers to the CLIENT copyrights as provided for in § 21 or the GT&C,
 - 4) carries out the on-site AUTHOR'S SUPERVISION, further to the principles defined in § 8 of the GT&C.

§10 INVOICING AND PAYMENT CONDITIONS

1. Invoicing the remuneration for the DESIGNER shall take place upon the completion and positive taking over of each stage of the designing work, confirmed in the acceptance protocol in accordance with the schedule set out in the AGREEMENT.
2. The remuneration for the executed scope of work will take place on the basis of properly issued invoices, which must comply with the requirements specified in sections 4, 5 and 6 of this paragraph.
3. If an advance payment has been provided for in the AGREEMENT, its payment is subject to the provision of a Bank Guarantee for the Return of Advance Payments by the DESIGNER in accordance with § 19 of GT&C.

4. The basis for issuing the invoices by the DESIGNER shall be the acceptance protocol, without remarks, issued upon completion of the individual stages of the AGREEMENT and signed by the authorised representatives of the PARTIES. Final settlement of the SUBJECT OF THE AGREEMENT shall be made on the basis of the final acceptance protocol confirming completion of the SUBJECT OF THE AGREEMENT pursuant to the AGREEMENT and the final invoice issued on its basis.
5. In addition to the statutory requirements, the invoice issued by the DESIGNER should also include:
 - 1) the project number, the AGREEMENT number or;
 - 2) the order number;
 - 3) name of the project by the CLIENT within which the AGREEMENT is carried out
 - 4) information on the prohibition to assign receivables without the written consent of the CLIENT, included in the AGREEMENT.
6. To each invoice issued, the DESIGNER is obliged to enclose an acceptance protocol signed by the PARTIES which must be suitable to the execution stage of the AGREEMENT and to schedule agreed in the AGREEMENT.
7. If the DESIGNER delivers invoices to the CLIENT that do not meet the requirements set out in sections 4, 5, and 6 of this paragraph, the CLIENT is entitled to withhold payment. Deadline for the payment of receivables resulting from such an invoice, provided by the DESIGNER, shall be counted from the date of the correction of such deficiencies by the DESIGNER. Withheld payments shall be interest-free and shall not mature for the time of their retention, and the DESIGNER shall desist from claiming them and shall treat them as *payments not yet due*.
8. Payments due will be made in the form of bank transfers to the DESIGNER's account as indicated in the invoice and within the period specified in the AGREEMENT, counted from the date of the receipt of the invoice, complying with the requirements specified in this paragraph by the CLIENT.
9. The date for the payment of the invoice shall be the date that the CLIENT's bank account is debited with the payment.
10. Except as specified in this paragraph, payments may be suspended in the event of those circumstances specified in § 19 section 6 and section 7 of the GT&C, § 11 section 3 of the GT&C.

§ 11 INSURANCE

1. The DESIGNER is required to have and maintain for the whole time of execution of the AGREEMENT an insurance liability policy *in tort and contract* (professional third party liability insurance), for damages caused to third parties and customer (including the CLIENT), in connection with the AGREEMENT execution, with an insurance amount not lower than the amount specified in the AGREEMENT; the said policy must be held with an insurance company, approved by the CLIENT.
2. The scope of the DESIGNER's insurance and the amount insured in the civil liability policy shall be agreed with the CLIENT before signing the AGREEMENT. The requirements for the DESIGNER's liability insurance will be specified in the Appendices to the AGREEMENT.

3. Failure to provide the CLIENT with a certified copy of the insurance policy, valid for subsequent periods, within 7 days before the expiry date of the policy, a copy of which is attached to the AGREEMENT, authorises the CLIENT to draw from the PERFORMANCE BOND or withhold payment of up to 10% of the remuneration specified in the AGREEMENT.
4. The handing over of documents referred to in point 1 of this paragraph to the CLIENT determines the commencement of work.
5. The assignment of rights under the insurance contract requires the prior written consent of the CLIENT.

§ 12 ADDITIONAL, REPLACEMENT OR ABANDONED WORKS

1. In no case there will be considered as additional, covered by the CONTRACTOR's additional remuneration, works necessary for the proper performance of the entire SUBJECT OF THE AGREEMENT, which will be performed during the execution of the AGREEMENT, which the DESIGNER could and should have foreseen when entering into the AGREEMENT.
2. The DESIGNER undertakes to perform additional work, as agreed by the authorised representatives of the PARTIES, the need for which has been notified by the CLIENT or has arisen during implementation of the AGREEMENT and which the DESIGNER could not reasonably have foreseen when concluding the AGREEMENT even with the *due diligence* required of a professional. The implementation of any legitimate work that can be considered to be '*additional work*' -in accordance with the GT&C and the AGREEMENT- requires, a prior amendment to the AGREEMENT specifying the scope of such additional works together with an agreement as to the amount of any additional remuneration; such an agreement must be in writing in order to be valid.
3. Additional works, the necessity of which having been confirmed in writing by the CLIENT and having occurred in the course of the performance of the AGREEMENT and for which a suitable amendment to the AGREEMENT has been signed, shall be carried out by the DESIGNER with the application of the principles and standards set forth for the remaining works covered by the SUBJECT OF THE AGREEMENT.
4. Settlement for any additional work will be carried out *via* cost estimate, based on the "*Environmental Valuation Principles for Design Works*" actual as of the day of the cost estimate or with due regard for the arrangements between the PARTIES.
5. In justified cases, the CLIENT may exclude certain works from the scope of the SUBJECT OF THE AGREEMENT; the lump sum remuneration of the DESIGNER will, subsequently, be reduced according to the value of the work excluded from the AGREEMENT. The value of the work will be calculated on the basis of the DESIGNER 's offer, made before the conclusion of the AGREEMENT and in the absence of the possibility of any such a calculation, it will be calculated according to the rules specified in § 12 section 4.

§ 13 ACCEPTANCE

1. The acceptance of any STAGE OF THE PROJECT, being part of the SUBJECT OF THE AGREEMENT, shall take place at the headquarters of the CLIENT and will be preceded by the signing of the acceptance protocol by the PARTIES.

- 2.If the CLIENT finds that the SUBJECT OF THE AGREEMENT or any appropriate STAGE thereof has not been made in compliance to the provisions of the AGREEMENT, it shall be entitled to refuse to accept the PROJECT, or the given STAGE thereof, until such discrepancies are removed. In such a case, the PARTIES shall assume that the date of the completion of the PROJECT or of the completion of any given STAGE, shall be the date on which the DESIGNER hands over to the CLIENT, corrected PROJECT and / or corrected STAGE of the PROJECT.
- 3.The CLIENT is obliged to carry out the acceptance activities concerning the SUBJECT OF THE AGREEMENT or the given STAGE OF THE PROJECT not more than 3 times, upon prior written notice receipt, with minimum 2 days in advance, from the DESIGNER.
- 4.The CLIENT will allow acceptance of a STAGE or the SUBJECT OF THE AGREEMENT with faults that are irrelevant to the objective being pursued, provided that such defects are corrected within a period declared by the CLIENT but not later than 10 working days from the date of notification.
- 5.Final acceptance of the PROJECT will take place by the drafting of the FINAL ACCEPTANCE PROTOCOL, which shall occur after the CLIENT has received any final decisions, studies and documents required, as specified at the various stages, being the subject of this AGREEMENT.

§ 14 GUARANTEE

- 1.The DESIGNER, regardless of the statutory rights of the CLIENT, under warranty for defects, offers the CLIENT a quality guarantee for the performance of the SUBJECT OF THE AGREEMENT. The GUARANTEE PERIOD is specified in the AGREEMENT and cannot expire earlier than 12 months from the date of the signing of the final acceptance protocol for the facility, executed on the basis of the PROJECT. If the GUARANTEE PERIOD specified in the AGREEMENT is to be completed before the date specified in the first sentence of this section, this guarantee will be automatically extended 12 months hence, counted from the date of the signing of the final acceptance protocol of the object, made on the basis of the PROJECT.
- 2.In the case of discovering any defects in the SUBJECT OF THE AGREEMENT, during the guarantee period, the DESIGNER is obliged to remove them at its own expense within the period prescribed by the CLIENT.
- 3.Subject to section 2 of this paragraph, the guarantee period shall be extended for the time that the repairs under the guarantee are being carried out on the SUBJECT OF THE AGREEMENT.
- 4.In the case of improvements, upgrades or changes to the SUBJECT OF THE AGREEMENT implemented by the DESIGNER under the guarantee, the guarantee period starts running from the date on which the CLIENT has unreservedly accepted the works involving major repairs or replacement of defective equipment, parts or materials.
- 5.In the event of defects occurring in the SUBJECT OF THE AGREEMENT, the CLIENT shall communicate to the DESIGNER, in writing or via e-mail, a complaint, to which the DESIGNER is obliged to respond within 48 hours from its receipt.
Failure to answer promptly, either by phone or e-mail shall be considered as having the complaint accepted.
- 6.In the case of the ineffective expiry of the deadline for the removal of defects, the CLIENT can remove such or have such removed by another entity, without judicial authorisation,

in place of the DESIGNER and at its expense, while, at the same time, charging penalties as specified in § 15 section 1 point 3 of the GT&C.

7. For the purposes of the complaint, correspondence *via* e-mail will be considered by both PARTIES to be correspondence in writing and as having the same probative value.

§ 15 CONTRACTUAL PENALTIES

1. The CONTRACTOR shall pay the CLIENT, contractual penalties for the non-performance or for the improper performance of the AGREEMENT, in the following cases and in the amounts indicated below:
 - 1) for the non-performance of the AGREEMENT, in the event of CLIENT's withdrawal in whole or in part, if the withdrawal was for the reasons attributable to the CONTRACTOR - a contractual penalty of 20% of the net lump sum remuneration specified in the AGREEMENT,
 - 2) for delay in the execution of the SUBJECT OF THE AGREEMENT or of any STAGE thereof - a contractual penalty of 0.2% of the net lump sum of the remuneration specified in the AGREEMENT, for each day of such a delay to the SUBJECT OF THE AGREEMENT or to any STAGE thereof, whereas the amount of the penalty calculated cumulatively, cannot exceed 10% of the lump sum net remuneration of the DESIGNER, as specified in the AGREEMENT,
 - 3) for delay in the removal of defects found upon hand-over or within the guarantee or warranty period - a contractual penalty of 0.3% of the gross lump sum remuneration specified in the AGREEMENT for each day of such a delay, in relation to the deadline for the removal of defects;
 - 4) in the event of defective, *on-site* AUTHOR'S SUPERVISION by the DESIGNER, the CLIENT is entitled to charge a penalty of 0.3% of the net lump sum remuneration, specified in the AGREEMENT for each day of the DESIGNER's absence at the construction site, within the deadline set forth by the CLIENT,
 - 5) for each violation found, regarding safety regulations, fire protection principles or environmental protection legislation during the implementation of the AGREEMENT, by the DESIGNER, its employees, or subcontractors or by persons providing work or services for him on the basis of another legal relationship - according to the current tariff for fines for non-compliance with safety and fire protection or environmental protection regulations which constitute an Appendix to the AGREEMENT
 - 6) in the case of any violation of the confidentiality obligation - a contractual penalty in the amount of 50.000,00 PLN for each violation.
2. Each of the above stipulated contractual penalties is independent and the CLIENT has the right to pursue each of them independently of the others, as well as to charge a cumulative penalty for all such penalties, the calculation of which is justified by the occurrence of grounds stipulated in the AGREEMENT.
3. Accrued contractual penalties may be deducted from the remuneration of the DESIGNER. The DESIGNER agrees to deduct the penalties referred to in section 1 of this paragraph from the remuneration due to the DESIGNER without a separate statement of the CLIENT on any such deduction.
4. The CONTRACTOR reserves the right to supplementary compensation up to the value of the damage suffered by the CLIENT due to errors and omissions in the preparation of the

PROJECT if the said damage exceeds the value of contractual penalties accrued pursuant to this §15.

§ 16 LIABILITY

1. The DESIGNER is liable to the CLIENT for any defects in the PROJECT reducing its value or usefulness in respect of the needs of the investment for which it is performed, in particular, for the solutions in the PROJECT which are incompatible with the AGREEMENT, the CLIENT's GUIDELINES or by legislation and the applicable norms and standards.
2. In the course of the investment, carried out on the basis of the PROJECT which is the SUBJECT OF THE AGREEMENT, the DESIGNER shall immediately, but not later than within 14 working days from receipt of the CLIENT's notice, remove the errors in the PROJECT. Such errors will be a subject of mutual explanations between the DESIGNER and the CLIENT.
3. Any costs resulting from the erroneous and/or faulty execution of the AGREEMENT, including those costs incurred by the CLIENT for the removal of defects caused by the DESIGNER during the execution of the works, and the costs of corrective work undertaken on the basis of the investment PROJECT, shall be borne by the DESIGNER.
4. The CLIENT assumes no financial responsibility associated with the removal of defects or errors in the PROJECT.

§17 WITHDRAWAL FROM THE AGREEMENT

1. Regardless of the statutory fights, the CLIENT is entitled to withdraw from the AGREEMENT in whole or in uncompleted part of the AGREEMENT until expiry of the guarantee period but no longer than to the date specified in the AGREEMENT, in the case of:
 - 1) a significant failure on the part of the DESIGNER, bearing in mind that the CLIENT may not withdraw from the AGREEMENT if, at the time of such a statement, the subject, significant failure has ceased to exist and its effects have been removed by the DESIGNER ,
 - 2) a state of *Force Majeure* continuing for more than 6 months
 - 3) a significant change in circumstances causing that performance of the AGREEMENT is not being in the interests of the CLIENT, which could not have been foreseen at the time of entering into the AGREEMENT. In this case, the CLIENT may withdraw from the AGREEMENT within 30 days of becoming aware of these circumstances and the DESIGNER can only demand compensation in relation to the execution of part of the AGREEMENT to the date of the written notice of withdrawal given to the DESIGNER ,
 - 4) an application for the DESIGNER 's bankruptcy or restructuring has been filed or a resolution to liquidate the DESIGNER has been adopted or a process corresponding to the above procedures has been initiated in the country of the DESIGNER 's residence,
 - 5) the insolvency of the DESIGNER within the meaning of the act as of 28th of February 2003 - Bankruptcy Legislation (*q.v.* the consolidated text in the Legal Journal of 2016, item 922). Legal Journal of 2015, item 233, as amended), or there is a threat of the

- DESIGNER's insolvency within the meaning of the legislation of 15th. May 2015. Restructuring Legislation (*q.v.* the Legal Journal Legal Journal of 2015, item 978, as amended).
- 6) a total delay in the implementation of the SUBJECT OF THE AGREEMENT is in excess by 50 days;
 - 7) the DESIGNER's failure to establish security as defined in the GT&C and AGREEMENT, in particular, failure to provide the CLIENT with a guarantee.
2. significant failure on the part of the DESIGNER, thereby justifying withdrawal from the AGREEMENT on the principles set out in section 1 point 1 of this paragraph, in particular:
- 1) a violation of a provision of this AGREEMENT essential for its proper execution;
 - 2) Failure to perform any liability for defects of the SUBJECT OF THE AGREEMENT,
 - 3) violation of the legislation or of the appropriate administrative decisions;
 - 4) delegation, by the DESIGNER of the performance of all or part of the AGREEMENT to a third party with a breach of the AGREEMENT, in particular, entering into a sub-contract without the CLIENT's consent;
 - 5) the improper performance of the AGREEMENT by the DESIGNER, despite the written request of the CLIENT to desist from such violations and the setting of an additional deadline for the removal of their consequences;
 - 6) suspension by the DESIGNER, without valid reason, of the implementation of the AGREEMENT,
 - 7) the persistent failure or denial of the DESIGNER, to perform its obligations under this AGREEMENT;
 - 8) the DESIGNER 's incapacity to complete the SUBJECT OF THE AGREEMENT,
 - 9) an unjustified delay in the performance of the SUBJECT OF THE AGREEMENT caused by the DESIGNER.
 - 10) breach of the obligations specified in § 7 of the GT&C.
3. In the event of the cancellation of the AGREEMENT by the CLIENT in whole or unfinished part of the AGREEMENT due to the conditions set out in section 1 point 1, 4-7, the DESIGNER shall be obliged to pay a contractual penalty for withdrawing from the AGREEMENT for reasons attributable to the DESIGNER, indicated in §15 section 1 point 1.
4. In the case of withdrawal from the AGREEMENT, with regard to its uncompleted part, for reasons other than the occurrence of an event of *Force Majeure*, the CLIENT will pay the DESIGNER the actual value of the work duly completed and received up to the day of withdrawal as also for work in progress, if it has been duly executed and will be of use to another DESIGNER *vis-a-vis* completion of the SUBJECT OF THE AGREEMENT.
5. Within the remuneration referred to in section 4 of this paragraph, the DESIGNER :
- 1) shall hand-over to the CLIENT, the SUBJECT OF THE AGREEMENT completed as of the day of withdrawal from the AGREEMENT,
 - 2) shall transfer to the CLIENT all intellectual property rights covered by the SUBJECT OF THE AGREEMENT for that part of the AGREEMENT which has been executed,
 - 3) at the request of the CLIENT, the DESIGNER shall transfer all obligations arising from any contracts concluded between the DESIGNER and its sub-contractors, to the extent required by the CLIENT, subject to consent for a change of creditor being expressed by the aforesaid sub-DESIGNER s,

- 4) on the date of withdrawal from the AGREEMENT, and with regard to the uncompleted part of the AGREEMENT, the DESIGNER shall provide a guarantee to the CLIENT in accordance with the terms of § 14 GT&C for the scope of the SUBJECT OF THE AGREEMENT that has been completed and handed over to the CLIENT.
6. In the case of withdrawal from the AGREEMENT, in whole or in uncompleted part, by the CLIENT, for reasons attributable to the DESIGNER, the CLIENT, without the prior consent of the court, may assign completion of the AGREEMENT to another DESIGNER. If the execution of the SUBJECT OF THE AGREEMENT by another DESIGNER increases the cost of execution, the DESIGNER will be obliged to pay the CLIENT an amount, in costs, corresponding to such an increase, within 30 days of the receipt of the CLIENT's request for payment, together with an invoice confirming the increase in costs.
7. In the case of withdrawal from the AGREEMENT in whole or in uncompleted part by either PARTY, due to an event of *Force Majeure* lasting longer than 6 months, settlement of the AGREEMENT will be based on agreement between the PARTIES on the basis of the protocol of completion of the AGREEMENT, on the day of the withdrawal, as approved by both PARTIES. In such a case, the DESIGNER shall transfer to the CLIENT all intellectual property rights covered by the SUBJECT OF THE AGREEMENT in the scope of the realised and settled parts of the SUBJECT OF THE AGREEMENT and shall give a quality guarantee for the scope of this part of the SUBJECT OF THE AGREEMENT, further to the conditions specified in § 14 GT&C.
8. In the event of the withdrawal from the AGREEMENT by the CLIENT, the provisions in Art. 15 and 20 of GT&C remain in force.

§ 18 ASSIGNMENT

1. Any transfer of all or any portion of the rights or obligations arising from the AGREEMENT by the DESIGNER requires the prior and express written consent of the CLIENT, in order to be valid. The DESIGNER shall insert information on the prohibition of assignment without the written consent of the CLIENT onto each invoice issued.
2. The CLIENT is entitled to transfer its rights and obligations under the AGREEMENT without the consent of the DESIGNER.
3. Any transfer of the CLIENT's receivables due under this AGREEMENT to a third party or the authorisation of any third party to pursue such claims, without the express prior consent of the CLIENT, in writing, shall not be valid.

§ 19 SECURITY

1. In order to secure the proper execution of the SUBJECT OF THE AGREEMENT as well as the claims of the CLIENT hereunder, the DESIGNER undertakes to provide to the CLIENT:
 - 1) within 14 days from the date of signing the AGREEMENT, a bank or insurance guarantee of performance bonds, issued according to the draft annexed to the AGREEMENT, in order to secure the proper performance of the AGREEMENT including the fulfilment of obligations under the guarantee of quality and of claims arising under the non-performance or improper performance warranty of the AGREEMENT, in particular, penalties, claims for damages, claims for reimbursement

of the costs of replacement and incurred costs of litigation and enforcement, for 15% of the net lump sum specified in the AGREEMENT, valid for a period of 30 days from the end of the GUARANTEE PERIOD;

- 2) If an advance payment or payments have been provided for in the AGREEMENT, their payment is subject to the provision of a Bank Guarantee for the Return of Advance Payments issued, for the gross amount of such advance payment or payments in accordance with the Appendix to the AGREEMENT. The Guarantee for the Return of Advance Payment may be issued separately for each advance payment or jointly for all the advance payments referred to in the AGREEMENT. The provision of a Bank Guarantee for the Return of Advance Payments, valid until the date of the payment of the entire consideration, in respect of the properly executed SUBJECT OF THE AGREEMENT, is a pre-condition of making any advance payment or advance payment as provided for in the AGREEMENT.
2. If the period of the implementation of the AGREEMENT is extended, at least 14 days before the expiry date of the previous guarantee, the DESIGNER is obliged, at its own expense, to provide an extension to the existing guarantee appropriate for the changes in the period of the guarantee. Failure to comply with this obligation entitles the CLIENT to draw from the existing guarantee or withhold payments in accordance with section 6 hereof.
3. In the case of extending the GUARANTEE PERIOD pursuant to § 14 section 1, second sentence, the provision of section 2 of this paragraph shall apply accordingly.
4. If the remuneration payable to the DESIGNER is increased by the PARTIES, the guarantees referred to in section 1 of this paragraph, will be adapted to such changes and the DESIGNER shall submit, at its own expense, to the CLIENT, further guarantees with changes appropriate to the changes in remuneration, within 14 days from the date of signing the amendment to the AGREEMENT. Failure to comply with this obligation entitles the CLIENT to draw from the existing guarantee or withhold payments in accordance with section 6 hereof.
5. The guarantees referred to in this paragraph shall be unconditional, irrevocable, payable on first demand, issued in Polish and by a Polish bank or insurer, approved by the CLIENT with S&P long-term debt rating of BBB+ or higher, a Moody's Rating of Baa1 or higher and prepared and construed in accordance with Polish legislation.
6. Failure to provide the CLIENT with the guarantees referred to in this paragraph, shall entitle the CLIENT to withhold the payment of invoices in abeyance by the CLIENT to the value of those guarantees until receipt of the guarantee or the period for which the guarantee would apply, in the case of its delivery. Withheld payments shall be interest-free and shall not mature for the time of their retention; the DESIGNER shall also desist from claiming them and shall treat them as payments not due yet.
7. The PARTIES may, in justified, individual cases, foreseen in the AGREEMENT, agree on other types of security than the ones referred to in section 1 of this paragraph, while maintaining the same periods, scope of security and amount, as well as the appropriate application of the provisions of section 2, 3, 4, 5 and 6, for the following:
 - 1) cash payment by the DESIGNER to the CLIENT's bank account, that is, an interest-free deposit, within the period prescribed by the CLIENT; the payment of the specified deposit may be made by deduction from the remuneration due to the DESIGNER,
 - 2) blockade of funds in the DESIGNER's bank account,

3)providing that the requirements of the GT&C and AGREEMENT are fulfilled, as to the value and duration of the replaced guarantee, the replacement of one Guarantee of Performance Bond by two Guarantees of Performance Bond for the AGREEMENT, while maintaining the principle that the first one will be delivered to the CLIENT within 14 days from the date of signing the AGREEMENT and will be valid for 30 days from the date of the signing of the FINAL ACCEPTANCE Protocol or until the day of the delivery of the second one - Guarantee of the Performance Bond - depending on whichever occurs earlier, and the second Guarantee will be delivered no later than 10 days from the date of signing the FINAL ACCEPTANCE Protocol and will be valid until the expiry of 30 days from the end of the guarantee period specified in § 14 section 3.

Failure to deliver the second Guarantee entitles the CLIENT to:

- draw from the existing security and retain the amount obtained as substitute collateral until such security has been submitted or to the time for which the Guarantee would apply had it been delivered, or
- withhold payments in accordance with section 6 hereof, until such security has been submitted or for the time for which the Guarantee would apply had it been delivered.

§ 20 CONFIDENTIALITY

- 1."Confidential Information" within the meaning of the GT&C, means any information of the CLIENT of a technical, technological or organisational nature made available to the DESIGNER in any form, regardless of whether it was marked "CONFIDENTIAL" or not, in particular, ideas, techniques, technologies, diagrams, drawings, subjects of copyrights, models, inventions, *know-how*, equipment, software and security systems, information on tests and test results, projects and specifications, financial information, commercial and manufacturing requirements, list 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 CLIENT.
- 2.The DESIGNER agrees to maintain in strict confidence, any Confidential information received as well as the contents of this AGREEMENT and not to disclose them to third parties and further undertakes not use such confidential information for any purpose other than the performance of this AGREEMENT.
- 3.The DESIGNER may disclose confidential information to its sub-contractors or sub-suppliers only to the extent required for the implementation of the AGREEMENT, provided that the obligations of confidentiality in terms corresponding to the terms of the AGREEMENT and GT&C are observed.
- 4.The obligation of confidentiality binds the DESIGNER indefinitely.
- 5.The obligations of confidentiality set out in this paragraph do not apply to:
 - 1)information that is widely known or which is in the public domain without breach of the obligation to preserve its confidentiality;
 - 2)in cases where the CLIENT has given its written consent to such disclosure;

- 3) Information which there is an obligation to disclose to the public authorities according to the legislation applicable or regarding a final court decision.
6. At the CLIENT's request, and in the case of withdrawal from the AGREEMENT, immediately upon receipt of the declaration of withdrawal from the AGREEMENT, the DESIGNER shall return to the CLIENT all documents, materials and other information media containing confidential information.
7. If the DESIGNER discloses confidential information to third parties, it will bear full responsibility for any actions and omissions of these parties as for his own.
8. The CLIENT's consent is not required for disclosure of confidential information to companies belonging to the same group as the CLIENT.

§ 21 INTELLECTUAL PROPERTY

1. The DESIGNER shall transfer to the CLIENT, the copyrights to all works created as part of the AGREEMENT, in particular the PROJECT ("Works"), upon the transfer of such Works to the CLIENT within the remuneration specified in the AGREEMENT.
2. The transfer of copyrights relating to the Works occurs without limitations as to territory, time, number of copies, in the following fields of use:
 - 1) recording and reproducing the work with any technique, including printing, reprographic, magnetic storage and digital technique,
 - 2) saving the work to computer memory;
 - 3) public exhibition, display and playback;
 - 4) lending, either a copy or the original work,
 - 5) sharing the work in such a way that anyone can have access thereto at a place and time of their choosing, including *via* the Internet.
 - 6) in terms of trade in the original, or of copies on which the work was recorded - the sale of the original work and marketing of the work,
 - 7) reprinting the whole or part of the work, and making it available for surveys, exhibitions and catalogues,
 - 8) personal use of the work to the extent necessary to execute investment and operation, repair and overhaul of the Investment or its part, its future modernisation, reconstruction or expansion, including its sharing:
 - a) with other DESIGNER s as the basis, or as initial material, for other designs for the project, directly related to the Investment,

- b) for DESIGNER s participating in procurement procedures for the implementation of the work within the scope of construction, operation, repair or renovation of the investment or its part, its future modernisation, reconstruction or expansion, in particular, through the inclusion of a work of technical documentation for the Investment,
 - c) in part required for other DESIGNER s as a basis for the implementation or supervision of the execution of the Works,
 - d) in part, necessary to third parties involved in the investment process.
3. When the SUBJECT OF THE AGREEMENT includes the provision of software, the DESIGNER shall provide the CLIENT with the necessary licences to use the software for the remuneration specified in the AGREEMENT, as part of the execution of the AGREEMENT. The licences provided will include at least the rights of the CLIENT to use and transfer all the licence rights to their successors in title or entities belonging to the CIECH Capital Group, unrestricted by time or space.
- The licences will be permanent and will include the following fields of use:
- 1) permanent or temporary reproduction of the software programme, in whole or in part, by any means and in any form;
 - 2) the right to translation, adaptation, layout change or any other alterations to the software;
 - 3) dissemination, including the loaning or leasing of a computer programme or copies thereof.
4. The DESIGNER declares that the remuneration cited in section 1, 2 and 3 exhausts all claims against the CLIENT due to the implementation of the obligations set out in this paragraph, in particular, the transfer of copyrights related to all fields of use indicated in section 2 and to the licence conditions specified in section 3.
5. The CLIENT will have exclusive, pre-emptive right to the copyrights to the Works in the range of *fields of use* unknown at the time of the conclusion of the AGREEMENT, which will become apparent in the future. The DESIGNER is obliged to transfer to the CLIENT, the copyrights to the Works in the scope of the fields of use referred to in the first sentence, *at first request*. Notwithstanding the foregoing, the CLIENT holds, in respect of the DESIGNER, the right to request the transfer of copyrights to the Works in the range of fields of use known at the time of the conclusion of the AGREEMENT, with the exception of those referred to in section 2.
6. The DESIGNER allows the CLIENT to exercise derivative copyrights to the derivative works and transfers to the CLIENT, the exclusive right to exercise such derivative copyrights. The aforementioned right includes, in particular, the DESIGNER's consent to use and dispose of any developments of the Works.
7. The DESIGNER grants the CLIENT its consent, unconditionally, to make changes, without limitation, to the Works.
8. The DESIGNER gives its assurance that he is entitled to the vested intellectual property rights to the Works and that these rights are not in any way restricted or encumbered by third party claims, and that the Works do not infringe the rights of third parties, and also declares that he assures the CLIENT, that the author of the Works will not use moral

rights to the Works against the CLIENT and its legal successors, to whom the property copyrights to the Works will be transferred in accordance with the AGREEMENT and GT&C.

9. With the release of the Works to the CLIENT, the DESIGNER transfers to the CLIENT, ownership of copies of the Works and of the media on which they were recorded within the remuneration specified in the AGREEMENT.
10. The DESIGNER declares that the Works as well as the technology used to implement the SUBJECT OF THE AGREEMENT, do not violate any copyright, patent or design rights, protected trademarks, etc., reserved by, or on behalf of, third parties.
11. The DESIGNER declares that none of its claims, expressed in the contents of this paragraph will be revoked and also declares that the withdrawal of the CLIENT's rights or privileges will not render the DESIGNER liable for the improper performance of the AGREEMENT.
12. Notwithstanding any other provisions, in the event of claims by any third party against the CLIENT, its successors or entities to whom the CLIENT shall transfer the rights under the AGREEMENT, arising from the violation of copyrights or moral rights, derivative copyrights, infringements of patents, violations of registered designs, trademarks or trade names, or other intangible property rights, the DESIGNER shall immediately release the CLIENT, its successors or entities to whom the CLIENT has transferred the rights, arising from the AGREEMENT, from any liability arising from such claims and will pay any costs incurred by the CLIENT in relation to the raising of these claims.

§ 22 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. An event of *Force Majeure* shall mean any external and sudden event, which could not have been foreseen at the time of the conclusion of the AGREEMENT and which cannot be resisted and whose consequences 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 or other hazardous materials or any explosive nuclear assemblies or their nuclear components,
 - 3) terrorism, military coups or civil war;
 - 4) natural disasters such as earthquakes, landslides, or floods;
 - 5) the following geological conditions related to the substrate: archaeological relics, hazardous materials such as unexploded bombs and misfires or toxic materials, e.g. petroleum;
 - 6) shock waves caused by a flying object travelling at subsonic or supersonic speeds.
3. The PARTY for which the execution of this AGREEMENT has become impossible due to the event of *Force Majeure*, shall notify the other PARTY in writing of the occurrence of *Force Majeure* immediately, within 14 days of its occurrence. When the *Force Majeure*

event stops, that also, should be immediately reported to the other PARTY along with a proposal to renew collaboration.

§ 14 GOVERNING LAW AND DISPUTE RESOLUTION

1. The AGREEMENT shall be governed and interpreted in accordance with Polish law. For any cases not covered by the GT&C or the AGREEMENT, the provisions of Polish law, as applicable, including, in particular, the Civil Code, the Legislation on Copyright and Related Rights and Building law, shall apply.
2. Any disputes that may arise in connection with this AGREEMENT, will be settled amicably, initially, by the PARTIES through negotiation. 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 be referred for the jurisdiction of the appropriate common court, competent for the seat of the CLIENT.

§ 24 REPRESENTATIVES OF THE PARTIES

1. Each Party shall appoint its representative, responsible for decision making and for correspondence on the implementation of the AGREEMENT on its behalf but without authorisation, to submit binding declarations of intent.
2. Representatives of the PARTIES referred to in section 1 and indicated in the AGREEMENT are not authorised to enter into financial obligations, nor permitted to submit other declarations of will on behalf of the CLIENT or on behalf of the DESIGNER which could result in a change to the AGREEMENT.
3. The change of PARTIES' representatives does not constitute a change to the AGREEMENT and does not require an amendment to the AGREEMENT for its validity. For the effective change of the PARTIES' representatives only prior written notice to the other PARTY is required.

§ 25 FINAL PROVISIONS

1. Should any provision of this GT&C or the AGREEMENT 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 AGREEMENT, the validity of the remaining provisions of the AGREEMENT shall not be affected by that, and the AGREEMENT shall continue to be implemented without referring to the provision in question, unless the invalidity affects any material terms of the AGREEMENT, or the AGREEMENT stipulates that without the invalid provisions the AGREEMENT 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 this AGREEMENT must be in writing in order to be valid.