

## Appendix 5 - Contract Template

Implementation Contract no. ....(hereinafter: the "Contract")

Entered into on ....., by and between:

.....  
KRS ....., NIP ....., REGON: .....; share capital: .....PLN,  
represented by the persons signing this document with a qualified electronic signature:  
.....,  
hereinafter referred to as the "Principal"

and

.....  
KRS ....., NIP ....., REGON: .....; share capital: .....PLN,  
represented by the persons signing this document with a qualified electronic signature:  
hereinafter referred to as the "Contractor".

The Principal and the Contractor are also hereinafter collectively referred to as the "Parties", and each individually as a "Party".

### [Preamble]

The Principal hereby declares that it has received a grant for the Project entitled "**Construction of a containerized energy storage facility consisting of a transformer and inverter station and a battery storage facility together with the construction of a foundation slab and accompanying technical infrastructure in Jasin, Swarzędz municipality for Clip Ubezpieczenia Sp. z o.o.**" under priority program No. 1.15: "Energy Transition. Energy Storage Facilities and Related Infrastructure to Improve the Stability of the Polish Power Grid," implemented by the National Fund for Environmental Protection and Water Management.

This Contract is concluded as a result of the settlement of the procurement procedure – a tender conducted in accordance with the provisions of Articles 701–705 of the Civil Code.

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No. 1 – Principal's Design Documentation

No. 2 – Terms of Reference

No. 3 – Material and Financial Schedule

No. 4 – Contractor's Price Offer

No. 5 – Current (issued not earlier than 7 days before the date of submission of the offer) excerpt from the relevant register (KRS) or from the central register and information on business activity (and for entities from outside the Republic of Poland – equivalent documents from foreign registers)

No. 6 – Contractor's Insurance Policy

No. 7 – Form - schedule of the content of questions and answers to the documents from the procurement procedure concerning the Subject of the Contract (if any will be addressed to the Principal during the procurement procedure)

## § 1 [Subject of the Contract]

1. Pursuant to this Contract, the Principal commissions and the Contractor accepts the task entitled:

"Construction of an energy storage system BESS-H.. with a maximum charging and discharging capacity of 2.0 MW with a nominal capacity of 5.15 MWh, (hereinafter: " Project" or "Subject of the Contract").

2. The Subject of the Contract is the performance of construction works together with the delivery (purchase, installation, connection, and commissioning) of an energy storage system with a maximum installed capacity of 2.0 MW and a nominal capacity of not less than 5.15 MWh in Jasin (0006 Jasin, plot no: 307/14). The subject of the Contract includes in particular:

- a) development by the Contractor of complete detailed documentation and collation of technical and operational documentation of the Subject of the Contract, as well as all other documents required by law (including analyses, expert opinions, studies, opinions, conditions, arrangements, permits, administrative decisions, etc.), on the basis of the Principal's Design Documentation appended as Appendix 1 to this Contract (hereinafter: PDD). The detailed documentation includes, in particular, the technical specifications for the execution work and warranty service, the schedule for the execution of the work and the investor's cost estimate;
- b) obtaining all permits, arrangements, technical data, decisions, opinions, expert opinions or possible deviations required by law and other documents required by law in the investment process, necessary for effective and comprehensive implementation of the Subject of the Contract (including: preparation and submission of applications for administrative decisions required by applicable law for the commencement of works/final Construction Permit and Occupancy Permit, together with the required appendices) and obtaining, on behalf of the Principal, administrative decisions required by applicable law for the commencement of works/final Construction Permit and Occupancy Permit;
- c) representing the Principal before public administration authorities, infrastructure network managers or other third parties involved in the execution of the Subject of the Contract, to the extent necessary for the proper and comprehensive execution of the Subject of the Contract;
- d) execution of The subject of the Contract in accordance with the documentation of the procurement procedure, in particular with the Terms of Reference appended as Appendix 2 to this Contract (hereinafter: ToR);
- e) ordering, purchasing and delivering materials, parts and components, as well as construction and installation of the battery energy storage system, including the purchase, delivery and installation of all devices, equipment and other elements resulting from the documentation of the procurement procedure, and in particular from the ToR,
- f) installation, configuration and integration of functional elements of the battery energy storage system (including, among others, BMS/EMS) and preparation of complete technical and operational documentation; ;
- g) carrying out functional and performance tests, as well as trial commissioning and required technical acceptance,
- h) training of the Principal's employees;

- i) performing author's supervision in terms of compliance of the executed execution works, with respect to all branches, with the developed detailed documentation, and in terms of compliance with legal regulations and the Principal's requirements, until the final Occupancy Permit is obtained and the Final Acceptance Certificate is signed and the Project is commissioned;
  - j) appointing and performing the function of construction manager until the Investment is handed over for use,
  - k) preparing and providing the Ordering Party with complete as-built documentation for the Subject of the Agreement,
  - l) ensuring that the following operating parameters of the Subject of the Agreement are achieved:
    - reduction of CO<sub>2</sub> emissions - 874.70000 [Mg/year],
    - reduction of primary energy consumption - 15,070.18000 [GJ/year],within 12 months from the date of signing by the Ordering Party of a fault-free Final Acceptance Protocol for the Subject of the Agreement, i.e. commissioning of the Investment,
  - m) warranty service and ensuring the maintenance of the annual ecological effect of the Subject of the Agreement in values not lower than:
    - reduction of CO<sub>2</sub> emissions - 874.70000 [Mg/year],
    - reduction in primary energy consumption - 15,070.18000 [GJ/year],within 60 months from the date of signing by the Ordering Party of a fault-free Final Acceptance Protocol for the Subject of the Agreement, i.e. the handover of the Investment for operation.
3. The Contractor's detailed documentation submitted to the Principal shall be technically coordinated and complete for the purpose it is intended to serve. It shall contain the required confirmations of verification of design solutions to the extent required by the regulations, including the required opinions, agreements, approvals and permits.
4. The Contractor shall cooperate with the Principal on an ongoing basis to adopt the most economical material and construction solutions, and at the Principal's request, the Contractor undertakes to prepare proposals for alternative material and construction solutions (as part of the remuneration referred to in §7 of the Contract).
5. The Contractor declares that the materials, equipment and other items supplied under the Contract shall be brand new, manufactured within the last 12 months, free from any physical and legal defects, and in particular from any encumbrances and rights of third parties, and shall not be subject to any legal procedure, enforcement or security, in particular, the equipment shall have a declaration of conformity with EU requirements and national standards for safety and fire protection.
6. The Contractor declares that he has familiarized himself with the Request for Proposal, together with the complete set of appendices, and recognizes them as a sufficient basis for the performance of the Subject of the Contract. The Contractor declares that he has no comments on the Principal's Design Documentation and on the site and the condition of the construction site.
7. The Contractor undertakes to perform the Subject of the Contract, and document its performance, with due diligence, in accordance with the Contract, the requirements of the Principal and the principles of technical knowledge, as well as in accordance with standards, regulations on technology, and in particular in accordance with the:

- a) detailed documentation developed by him and approved by the Principal (including: technical specifications for the execution and acceptance of construction works,
- b) Construction Law and secondary legislation,
- c) Polish Standards or equivalent standards,
- d) general technical conditions for execution and acceptance of works,
- e) as well as from:
  - Directive (EU) 2022/2555 of the European Parliament and of the Council of December 14, 2022 on measures to promote a high common level of cyber-security within the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972 and repealing Directive (EU) 2016/1148) [NIS Directive 2]
  - in accordance with the DNSH ["Do No Significant Harm"] principle (DNSH Technical Guidance, 2021/C 58/01), including Commission Delegated Regulation 2021/2139 of June 4, 2021, as amended, on the establishment of technical qualification criteria for determining the conditions under which an economic activity qualifies as making a significant contribution to climate change mitigation or adaptation, as well as whether that economic activity does not cause significant harm to any of the other environmental objectives;
  - the conditions specified in the Regulation of the Minister of Climate and Environment of 5 March 2025 on the detailed conditions for granting public aid by the National Fund for Environmental Protection and Water Management for investments in electricity storage and related infrastructure (aid programme No. SA.112460).

8. In the event that the design guidelines, including the ToR, do not specify in detail the technology for the execution of the work or the performance of a specific element affecting the performance of the Subject of the Contract, or do not sufficiently specify the type and standard of materials or equipment, the Contractor is obliged to agree on these elements with the Principal in advance each time.

9. For the avoidance of doubt, the Parties agree that the obligation to perform all activities directly or indirectly related to the execution and performance of the Subject of the Contract, except for those expressly reserved to be performed by the Principal, shall be performed by the Contractor with its own forces.

10. For the purpose of obtaining by the Contractor all opinions, agreements, decisions, permits, conditions and other necessary for the execution of the Subject of the Contract, the Principal shall grant the Contractor the necessary powers of attorney.

## **§ 2 [Rights and Obligations of the Parties]**

1. Notwithstanding the obligations set forth in other provisions of the Contract, the duties of the Principal include:

- a) handing over the construction site to the Contractor,
- b) performing investor supervision,
- c) acceptance of the Subject of the Contract.

2. The Principal shall verify and correct, if necessary, the documentation and certificates submitted by the Contractor and take a position within 7 working days; in the case of comments from

the Principal, the Contractor is obliged to take them into account and update the documentation within 7 days; once changes are made to the documentation, the approval procedure must be repeated.

3. Notwithstanding the obligations set forth in other provisions of the Contract, the Contractor's responsibilities include, but are not limited to:

- (1) execution and submission of detailed documentation for approval by the Principal;
- (2) execution of all legally required arrangements of the detailed documentation of the Subject of the Contract with the relevant institutions/public administration bodies/legal entities, in particular with the relevant Distribution Network Operator;
- (3) taking over the construction site on the date set by the Principal;
- (4) ensuring that the work is carried out by workers with the required qualifications, and with equipment that meets technical standards;
- (5) maintenance of a construction log and development of a safety and health plan (BIOZ) for the entire scope of work specified in the Contract;
- (6) notifying and reporting on behalf of the Principal to the appropriate entities in a timely manner the required information, e.g. on the commencement, completion of work and any other events, and obtaining decisions, permits, e.g. for the possible cutting of shrubs / trees, occupation of the road lane (the costs associated with this will be borne by the Contractor);
- (7) carrying out all tests, technical tests, measurements and obtaining conditions, decisions, permits, agreements and opinions that are required for the implementation and operation of the Subject of the Contract;
- (8) separating the construction site and securing it against unauthorized access; securing and marking the construction site at its own expense in accordance with the Construction Law (including: making a construction information board; securing and marking the works in progress and taking care of the technical condition and correctness of construction site signage throughout the duration of the work at its own expense; securing traffic and installation routes;
- (9) securing property on the site – the Contractor shall be fully responsible for any damage caused during the execution of the Subject of the Contract;
- (10) maintenance of the construction site in good order (including the provision of containers on the site for the storage of waste) and performing any possible reclamation work at its own expense; cleaning up the construction site and officially handing it over to the Principal with a certificate on the day of acceptance of the work;

4. From the moment of taking over the site of the works, until the moment of acceptance of the works, the Contractor shall be liable on general terms for any damage caused by the fault of the Contractor on the site at that time, as well as liability to third parties. The Contractor shall immediately repair any damage caused during the execution of the work at his own expense.

5. During the execution of the work, the Contractor will allow access to the site to representatives of the Principal and other entities involved in the task. The Principal shall not be responsible for the Contractor's equipment, materials and facilities located at the work site. Only work that is necessary for safety reasons or to prevent an emergency may be performed without the prior consent of the Principal. The Contractor should verify the stages of the work. A plan for the necessary temporary technical corridors must be made before starting the work. The work should be carried out on the basis of current regulations and standards for substations and the execution of construction works, in particular:

- a) Regulation of the Minister of Economy dated 28.03.2013 on health and safety at work on power equipment (Journal of Laws of 2013, item 492),
- b) Regulation of the Minister of Infrastructure dated 06.02.2003 on safety and health at work during construction works (Journal of Laws of 2003, No. 47, item 401).

6. The Contractor represents that it has the necessary technical background, knowledge, authorizations, experience, and has the qualified personnel necessary to perform the Subject of this Contract with the utmost care and diligence and in accordance with the provisions and purpose of this Contract. In addition, the Contractor undertakes to comply with all generally applicable laws, technical manuals, best construction practice and to be guided by current technical knowledge when performing the Subject of the Contract. In addition, the Contractor declares that his economic and organizational potential guarantees the efficient and timely execution of the Subject of the Contract and undertakes to maintain such condition throughout the period of execution of the Subject of the Contract.

7. The Contractor shall perform the Subject of the Contract in accordance with the documentation approved by the Principal and the Principal's guidelines, as well as legal regulations, principles of technical knowledge, available knowledge and utmost diligence, providing the Principal with full accessibility to the work performed and informing the Principal on an ongoing and systematic basis about the progress of the Subject of the Contract.

8. In view of the provisions of Articles 207 and 304 of the Labor Code, the Parties introduce the following provisions: The Contractor shall ensure that its employees engaged in the performance of this Contract:

- (a) have the legally required health and safety training,
- (b) have current medical examinations as required by law,
- (c) are equipped with the necessary clothing, work footwear and personal protective equipment.

9. The Contractor shall bear full responsibility for the performance of the Subject of the Contract, and shall also bear full responsibility for any damage caused to the Principal's property in connection with the performance of the Subject of the Contract.

10. The Contractor shall have civil liability insurance in the scope of its business activity, the coverage of which shall include at least liability for all damages for which the Contractor may be held liable under this Contract, with a guarantee amount equal to at least PLN 3,000,000 (in words: three million zlotys 00/100). The Contractor also agrees to maintain this insurance during the performance of the Contract and for the duration of its warranty obligations under this Contract.

11. A copy of the insurance policy with proof of premium payment is appended as Appendix 6 to this Contract. The Contractor agrees to provide the Principal with a copy of the current policy with proof of premium payment whenever requested by the Principal.

12. The Contractor may use subcontractors (hereinafter referred to as: "Subcontractor"), for whose acts and omissions it shall be liable as for its own acts and omissions.

13. The Contractor may entrust the activities it has committed to under this Contract to a Subcontractor only if all of the following conditions are met:

- (1) The Contractor, prior to the Subcontractor's commencement of the work, shall notify the Principal in writing of the Subcontractor in question, together with an indication of the detailed scope of work subcontracted to that Subcontractor and the remuneration due to that Subcontractor; and



- (2) The Principal, within 14 days from the date of the Contractor's proper notification of the subcontractor in accordance with item (a) above, shall not object in writing to the Contractor's performance by the notified Subcontractor of the work indicated in the notification referred to in item 1).
14. In the event of negative evaluation of the work undertaken by Subcontractors by the Principal due to failure to perform the work on time or non-compliance with the tolerances and provisions of this Contract, the Contractor shall, at the request of the Principal, terminate the contract with such Subcontractors and introduce other Subcontractors that may be designated by the Principal, provided that the Subcontractor designated by the Principal will meet the requirements of the Contractor – among others, in terms of possession of adequate technical potential for proper execution of the subject matter of this Contract, and will meet the price criteria set by the Contractor.
15. The Contractor shall arrange the legal relationship with the Subcontractor in such a way as to ensure full property copyright and rights concerning moral rights to those elements of the Detailed Documentation that will constitute a work within the meaning of copyright law, to the extent specified in §6.
16. Notwithstanding the above, the Principal shall at any time – including on its own initiative – be entitled to contact the Subcontractor to determine the status of settlements between the Contractor and the Subcontractor.
17. Work performed by Subcontractors shall be guaranteed by the Contractor.

### § 3 [Performance of the Subject of the Contract]

1. The Contractor shall act with the utmost diligence and without delay, except for delays that are expressly approved or recommended by the Ordering Party in writing. All works constituting the complete performance of the Subject of the Contract shall be completed (including the successful completion of final tests) by the Contractor **by 31 October 2026**, subject to the delivery of the stages referred to in § 3(2) of the Agreement. The Parties understand the date of completion of the Subject of the Contract to be the date of signing by both Parties of a fault-free Final Acceptance Protocol for the Subject of the Contract.
2. The Contractor shall be bound by the following Key Dates in the performance of the Subject Matter of the Contract:
- a) **by 29 April 2026** – the Contractor shall prepare and deliver to the Ordering Party complete detailed design documentation for the Investment,
  - b) **by 31 July 2026** – the Contractor shall complete the construction works and deliver and comprehensively assemble all components of the electricity storage system,
  - c) **by 31 August 2026** – the Contractor shall install, configure and integrate the functional components of the electricity storage system.
3. The Contractor shall implement the Subject of the Contract on the basis of the Material and Financial Schedule agreed upon with the Principal, which is appended as Appendix 3 to this Contract.
4. The Principal declares that the condition for the settlement of the grant received by it for the execution of the Subject of the Contract is the execution of the Contract on time, and the Contractor undertakes to execute the Subject of the Contract on the dates indicated in paragraph 1 -3 above. The Parties unanimously declare that failure to perform the Subject of the Contract within this period may



result in the loss of the grant awarded to the Principal, and consequently the Contractor's liability to the Principal for damages resulting therefrom.

5. The Contractor agrees to use its best efforts to avoid any delay in the performance of the Subject of the Contract and to inform the Principal immediately of the occurrence of any circumstances that may result or will result in a delay.

6. If, for reasons attributable to the Contractor, the progress of the performance of the Subject of the Contract or its individual parts in relation to the deadlines set forth in the current Schedule for the performance of the Subject of the Contract is deemed by the Principal to pose a threat to meeting the deadline for their completion, the Principal shall then notify the Contractor in writing of the said threat, and the Contractor shall be obliged to take, at its own expense, all measures necessary and approved by the Principal to accelerate their pace (i.e., e.g., increase the performance potential). The Contractor shall shape the working time of its employees in accordance with labor laws, bearing in mind the requirement to meet contractual deadlines and the due quality of the Subject of the Contract. In particular, the Contractor is obliged to carry out works in a multi-shift system, including on public holidays and holidays at any request submitted by the Principal if delays in the execution of the Subject of the Contract are due to the sole fault of the Contractor and such necessity is dictated by the requirements to meet the deadlines provided for in the schedule.

7. In the event that the Contractor fails to take the actions referred to in paragraph 6 no later than within 3 (three) working days from the date of receipt of the written notification from the Principal referred to in paragraph 6, or if they are ineffective, including in particular if the Contractor's delay in performing the Subject of the Contract or a part thereof (a particular element) exceeds 7 (seven) calendar days in relation to the currently approved Schedule for performance of the Subject of the Contract, the Principal shall be entitled to engage third parties or use its own forces to make up for the delays at the expense and risk of the Contractor.

8. No part of the construction work will commence until the relevant detailed documentation has been approved by the Principal.

9. The Principal's approval shall not affect the Contractor's responsibility for the development of the detailed documentation and execution of the works within the scope of the Contract.

10. The Contractor shall be responsible for damages caused by defects in the detailed documentation.

11. The Contractor shall provide the Principal with detailed documentation in Polish that is complete and ready for execution – in hard copy in 4 copies and in electronic version in 2 copies (on an electronic carrier in the following formats: PDF, DWG, XLS) and, in addition, in the quantity necessary for the competent authorities to duly execute this Contract. The above rule applies to any documentation provided to the Principal in the course of implementing the provisions of this Contract.

#### **§ 4 [Author's supervision and work management]**

1. The Contractor shall provide multi-trade design supervision and shall be supervised by the person listed in the detailed documentation as the Chief Designer.

2. The Chief Designer may be changed only after the person designated by the Contractor and approved by the Principal submits a written statement of assumption of the designer's duties under Article 20 of the Construction Law, specifying the date of assumption of duties, and the existing

designer submits a statement of agreement to cede the designer's duties to the designated person, specifying the date of transfer of such duties.

3. In the event that it is necessary to make replacement and supplementary studies as a result of irregularities in the design documentation revealed during the execution of construction works, the Contractor undertakes to remove them by persons with the necessary authorizations, at the expense of the Contractor.

4. In the event of failure to deliver the above studies by the deadline set by the Contractor, the Principal reserves the right to have them performed by a third party, at the expense and risk of the Contractor.

5. The place of supervision shall be the construction site, the Principal's office or any other place designated by the Principal.

6. It is established that the Contractor must visit the site, in connection with author's supervision, and coordination, whenever called upon by the Principal. The Contractor undertakes to delegate the designer to the Principal's written or telephone call as soon as possible, no later than within 2 working days of the Contractor's call.

7. The Contractor shall assume the duties of the Construction Manager and appoint a Construction Manager.

8. The Contractor declares that the Chief Designer and Construction Manager have the appropriate construction authorizations to perform independent technical functions in construction – in accordance with the provisions of the Construction Law and meet the conditions for performance of these functions specified in the same Law. These entitlements correspond to the Subject of the Contract.

9. According to Article 12a of the Construction Law, independent technical functions in construction, as defined in Article 12(1) of the Law, may also be performed by persons whose relevant professional qualifications have been recognized under the rules set forth in separate regulations. Separate regulations include the provisions of the Law of December 22, 2015 on the Principles of Recognition of Professional Qualifications acquired in the Member States of the European Union (Journal of Laws of 2016, item 65, as amended).

## **§ 5 [Acceptance of the Subject of the Contract]**

1. After completing all construction works and delivering and comprehensively installing all components of the electricity storage system, the Contractor shall notify the Principal in writing of its readiness to proceed with partial acceptance of the Subject of the Contract. The Ordering Party shall proceed with partial acceptance within 5 days of being notified of the Contractor's readiness.

2. The Partial Acceptance Protocol for the Subject of the Contract, signed by the Principal without any objections, authorises the Contractor to issue an appropriate invoice for this part of the work.

3. After completing the entire Subject of the Contract, the Contractor shall notify the Principal in writing of its readiness to proceed with the final acceptance of the Subject of the Agreement and to hand it over to the Principal for use. The Principal shall proceed with the final acceptance within 5 days of being notified of the Contractor's readiness.

4. The prerequisites for the Principal to proceed with the final acceptance of the Subject of the Contract and put it into operation are, in particular:

- a) completion of all works and activities related to the performance of the Subject of the Contract,
- b) tidying up the construction site after completion of the works, including removal of all waste, construction equipment, scaffolding, construction materials, construction facilities and any other items related to the performance of the works from the construction site;
- c) submission to the Principal of complete as-built documentation of the Subject of the Contract, quality certificates, certificates, test certificates, approvals for materials used in construction and installed equipment, including: declarations of conformity of equipment with EU requirements and national standards in the field of safety and fire protection,
- d) submission to the Principal of warranty documents from manufacturers or sellers for materials, devices, equipment and other elements of the energy storage system used in the performance of the Subject of the Contract,
- e) submission to the Principal of the final decision on the occupancy permit (if applicable), or the issuance by the authority of a certificate of no grounds for objection pursuant to Article 54(2) of the Construction Law or the expiry of the deadline for the authority to raise an objection in accordance with Article 54(1) of the Construction Law,

5. Final acceptance of the Subject of the Contract (transfer of the Investment for operation) shall be confirmed by an appropriate, fault-free Final Acceptance Protocol for the Subject of the Contract.

6. In the Final Acceptance Protocol for the Subject Matter of the Contract, the Parties shall confirm, in particular, the achievement of the material effect and the ability of the Subject Matter of the Contract to achieve and maintain the environmental effects specified in the HRF, defining the quality and completeness of the performance of the Subject Matter of the Contract, in accordance with the SWZ.

7. If one of the Parties fails to proceed with acceptance, the other Party shall have the right to proceed with acceptance unilaterally, with legal effect for the first Party, after first requesting the first Party in writing to proceed with these activities and setting an additional deadline of 7 working days for this purpose. In such a case, the acceptance report shall be forwarded by the other Party to the first Party within 14 days of the date of acceptance.

8. The acceptance of the executive documentation shall be made solely in formal terms, including verification that the Contractor has delivered the executive documentation in the proper form, which should be delivered in accordance with the Contract. Upon acceptance of the executive documentation, the Principal shall not verify its quality, but only its compliance with the Principal's general guidelines. The Parties agree that the acceptance of the executive documentation by the Principal does not constitute unconditional acceptance of the work referred to in Article 55(4) of the Copyright Law and does not result in the expiry of the claims referred to in Article 55(1) of the Copyright Law.

9. After receiving all the documents referred to in section 4, the Principal shall verify them and proceed with the activities related to the final acceptance of the Investment and its material and financial settlement. The final acceptance of the Investment shall take place within 3 days from the date of obtaining the occupancy permit (if applicable), or the issuance by the authority of a certificate of no grounds for objection pursuant to Article 54(2) of the Construction Law, or the expiry of the deadline for the authority to raise an objection in accordance with Article 54(1) of the Construction Law.

10. Representatives of the Contractor shall participate in the acceptance activities at all stages of the task and works, in particular: Chief Designer, Construction Manager and Supervising Inspectors, representatives of the Principal and other persons designated by the Principal.
11. The Parties to the Contract agree that a certificate will be drawn up from the acceptance activities, including all the findings made during the acceptance, as well as the deadline for the removal of defects found during the acceptance.
12. If defects are found in the course of the acceptance activities, the Principal shall have the following rights:
  - a) if the defects are significant and removable, the Principal may refuse to accept the work until the defects are removed;
  - b) if the defects are not significant and are removable, the Parties will inspect the works and establish the scope and deadline for the removal of defects.
  - c) if the defects are not removable, the Principal may reduce the remuneration accordingly or withdraw from the Contract without payment for the subject of the acceptance or require the Contractor to perform the Subject of the Contract a second time without additional compensation.
13. The Contractor shall notify the Principal in writing of the removal of defects found during acceptance, and to request acceptance after the removal of defects.
14. The Contractor shall carry out a formal (with an official record) acceptance of the submitted works after the removal of defects within 7 days from the date of receipt of the notice.
15. Failure to correct the defects within the specified period may result in the contracting of another contractor at the expense of the Contractor. The Contractor is not required to obtain court approval in this regard
16. Upon completion of the work, the Contractor shall clean up the construction site and hand it over to the Principal on the date of final acceptance.

## **§ 6 [Copyright]**

1. Pursuant to this Contract and within the framework of the remuneration described in § 7 of the Contract, the Contractor shall transfer to the Principal all of the economic copyright in the detailed and as-built documentation prepared by the Contractor under this Contract (the Work) as of the transfer of each part of such documentation to the Principal.
2. The transfer of property copyright to the Work includes all fields of exploitation referred to in Article 50 of the Act on Copyright and Related Rights (i.e. Journal of Laws of 2006, No. 90, item 631, as amended) necessary for the proper use of the detailed/as-built documentation, and in particular:
  - a) fixation and reproduction of the Work through printing, by means of reprographic devices and digital techniques,
  - b) digital recording, introduction and storage of the Work in computer memory,
  - c) introduction of the Work into information networks, in particular the Internet, in order to make the Work available on such networks, in a manner that allows anyone to access them at any place and time,

- d) making the Work available, in particular, their exhibition and public availability in the mass media,
- e) introduction of copies of the Work into business,
- f) lending, renting or leasing the original Work or copies thereof,
- g) use of the Work in order to carry out renovation work in the objects created on the basis of the Work, as well as maintaining them in proper technical condition,
- h) use of the Work for the purpose of expansion of a venture based on the Work
- i) use of the Work for advertising, promotional and marketing purposes, in particular to promote the Principal's business,
- j) use of the Work for the purpose of making further changes to the permits obtained in connection with the implementation of the Project to which the Work relates.

3. The transfer of property copyright in the Work shall include all fields of exploitation necessary for the proper use of the Work, without any limitation in time and territory, number of copies, in all fields of exploitation known at the time of conclusion of this Contract.

4. As part of the remuneration indicated in § 7, the Principal shall acquire ownership of all copies of the Work provided to the Principal by the Contractor.

5. As part of the remuneration indicated in § 7, the Contractor shall transfer, and the Principal shall acquire upon acceptance of the Work and without additional payment, the exclusive right to authorize the exercise of derivative copyrights in the Work. The Principal shall have the right to freely use and dispose of the acquired economic derivative copyrights, without any additional payment or remuneration to the Contractor, without time or territorial restrictions, including transferring them to another entity.

6. The Parties agree that the provisions of this Contract shall also apply to changes made to the Work, if made by the Contractor.

7. The Contractor grants the Principal irrevocable permission for the Principal to make any changes to the Work.

8. The Contractor agrees that in no event shall the Principal be liable for copyright infringement in the performance by the Contractor of any activities covered by the Contract, or in the event of subsequent use of the Works by the Principal.

In such case, the Contractor agrees to indemnify the Principal against any third party making any claims related to infringement of their personal rights or copyrights by the Contractor or the Principal in connection with the performance of the Contract or use of the Works.

9. The Contractor warrants that at the time of delivery to the Principal of the individual elements of the Design Documentation, which will include the Works, it will be the only entity entitled to the economic copyright in such Works, and that it will be fully entitled to transfer such rights to the Principal to the extent indicated in this § 6 of the Contract.

10. The Contractor represents that all works (including designs, plans, studies, sketches) that will comprise the documentation produced by the Contractor under this Contract will be created:

- a) by the Contractor's employees employed under an employment relationship, as a result of the performance of their duties under the employment relationship, and the Contractor accepts these works, as a result of which it acquires copyright in them to the extent that it can transfer them to the Principal under the terms of this Contract, or

- b) by third parties with whom the Contractor is connected by a relationship other than an employment relationship and from whom the Contractor acquires the economic copyright to the works, ownership of the media on which they are recorded, and the exclusive right to authorize the exercise of derivative copyrights to works that are derivative works of the works, to the extent that allows the Contractor to transfer these rights to the Principal under the terms of this Contract.

## **§ 7 [Remuneration]**

1. For the implementation of the Subject of the Contract specified in § 1 and all accompanying work covered by the scope of the Contract, the Parties agree on a lump sum remuneration, resulting from the submitted offer appended as Appendix 4 to this Contract, in the amount of EUR ....., 00 (net:.....00/100), plus applicable VAT, in accordance with applicable regulations.
2. The amount of remuneration consists of unit prices in accordance with the Offer appended hereto as Appendix 4.
3. The agreed lump sum remuneration is final, regardless of the size of the works, construction works and other services and the costs incurred by the Contractor for their implementation – it is not subject to recalculation and includes all surcharges and allowances. The Contractor is solely responsible for determining the quantity of works and other services and for the manner of carrying out the calculation of the lump sum remuneration on this basis – underestimation or lack of recognition of the scope of the Subject of the Contract cannot be the basis for demanding a change in the lump sum remuneration.
4. The Contractor shall be obliged to provide author's supervision, to the extent resulting from the completed documentation, throughout the entire period of implementation of the Project, i.e. until the date of signing by the Principal of a fault-free final acceptance report for the Subject of the Contract (including obtaining an occupancy permit, if applicable, or issuance by the authority of a certificate of no grounds for objection pursuant to Article 54(2) of the Construction Law or expiration of the deadline for the authority to file an objection pursuant to Article 54(1) of the Construction Law).
5. The Contractor shall provide warranty service, to the extent specified in the procurement documentation, throughout the term of the Contract.
6. Failure by the Contractor to perform some or all of the tasks indicated in the Material and Financial Schedule appended as Appendix 3 to this Contract, regardless of the reasons for their non-performance, shall be grounds for reduction of the Contractor's remuneration by the value of the non-performed work, regardless of other claims of the Principal arising from non-performance or improper performance of the Contract.
7. The Parties confirm that the Contractor shall bear the cost of all stamp, administrative and official fees, the necessity of which will arise during the execution of the work, which costs are included in the remuneration indicated in paragraph 1. The Contractor shall also bear all other costs, among others, fees for arrangements, decisions, review of documentation by competent authorities or institutions and obtaining technical data, etc.

## § 8 [Payment Terms and Dates]

1. The Parties agree on the following terms and dates of payment of the remuneration referred to in § 7 of the Contract:

a) Settlement of the remuneration referred to in § 7(1) of the Contract shall be made in instalments as follows:

- i. 10% of the remuneration – after the Parties have signed the Contract and handed over the construction site to the Contractor, i.e. after the Principal has signed the construction site handover protocol to the Contractor,
- ii. 60% of the remuneration – after the Contractor has completed the construction works and delivered and comprehensively installed all elements of the electricity storage system, and the Principal has carried out a fault-free partial acceptance of the Subject of the Contract, i.e. after the Principal has signed a fault-free Partial Acceptance Protocol for the Subject of the Contract,
- iii. 30% of the remuneration – after the Principal has performed a fault-free final acceptance of the Subject of the Contract, i.e. after the Principal has signed a fault-free Final Acceptance Protocol for the Subject of the Contract.

b) VAT invoices for the performance of this Contract shall be issued on the basis of the respective acceptance certificates (i.e. the construction site handover report, the fault-free Partial Acceptance Report for the Subject of the Agreement, the fault-free Final Acceptance Report for the Subject of the Agreement) signed by the Principal;

c) payments will be made to the Contractor's bank account indicated from time to time on the invoice; the due date for payment of invoices is 30 days from the delivery of a properly issued invoice to the Principal;

d) the date of payment shall be deemed to be the date on which the Principal's account is debited.

2. The Principal agrees that the Contractor may send invoices, correction invoices, and duplicates of such invoices in electronic form within the meaning of the Value Added Tax Law to the Contractor's e-mail address: [fv.ubezpieczenia@clip-group.com](mailto:fv.ubezpieczenia@clip-group.com). Notwithstanding the above, invoices will be issued and transmitted in accordance with the applicable provisions of the Goods and Services Tax Act, via the National e-Invoice System (KSeF). In the event of a failure or temporary unavailability of this system, invoices will be transmitted in the manner specified in the first sentence of this section of the Contract.

3. The Contractor guarantees the authenticity of the origin of the documents and the integrity of their content and legibility of the invoice. The date of receipt of the invoice shall be considered by the Parties to be the moment of receipt by the Principal of the e-mail sent to the address indicated above with the appended electronic invoice.

4. If the Contractor employs subcontractors, the condition for payment of remuneration to the Contractor is that the Contractor attaches, before the due date of a given invoice, statements signed by persons authorized to represent the subcontractors confirming that the Contractor is not in arrears with due payments to the subcontractors due to the Contractor under the contract(s) concluded between the Contractor and its subcontractor(s) for the period until the Contractor's invoice. In the absence of such a statement, the Principal shall be entitled to withhold payment to the Contractor until receipt of credible proof of payment to the subcontractors, and in the event of failure to provide him



with the aforementioned proof within an additionally specified period of time, or if the aforementioned statement shows that the Contractor is in arrears with payments to the subcontractor(s) – make payment directly to the subcontractors with effect as if payment had been made to the Contractor, to which the Contractor hereby agrees. Under the aforementioned circumstances, the Principal shall not be in default of payment to the Contractor.

5. If settlement issues between the Contractor and subcontractors are disputed, the Principal may withhold the disputed part of the payment until they are resolved by consensual statements of the Contractor and subcontractors or payment by the Contractor to the subcontractors of the remuneration due to them under the contract between the parties or receipt of a final court decision resolving such a dispute. The withholding of payment in such a case shall not result in a delay in payment by the Principal, and until the occurrence of any of the grounds justifying payment by the Principal, the deadline for payment shall be suspended.

6. All taxes, registration fees, stamp duties, customs duties, social security contributions and other charges imposed on the Contractor and its employees in connection with activities related to the performance of the Subject of the Contract shall be borne and paid exclusively by the Contractor.

7. The Principal declares that it has the status of a large entrepreneur within the meaning of the Law on Prevention of Excessive Delays in Commercial Transactions (i.e. OJ. 2022.893).

8. The Contractor represents that it has/does not have the status of a large entrepreneur within the meaning of the Law on Prevention of Excessive Delays in Commercial Transactions (i.e. OJ. 2022.893).

## **§ 9 [Security for Proper Performance of the Contract and Proper Removal of Defects and Faults]**

1. The Contractor shall, no later than on the date of conclusion of the Contract, provide security for the proper performance of the Contract and the proper removal of defects and faults in the amount of 8% of the net remuneration specified in § 7(1) of the Contract. If the security has not been effectively provided and the Contract has been concluded, it shall be terminated without the need to make additional statements.

2. This security serves to secure the proper performance of the Contract and claims under the guarantee and warranty. Security provided in cash shall be returned to the Contractor as follows:

- a) 50% of the amount paid – within 30 (thirty) days from the date of signing by the Principal of a fault-free Final Acceptance Protocol for the Subject of the Contract,
- b) the remaining 50% of the amount paid – within 30 (thirty) days from the expiry of the longest warranty or guarantee period, i.e. from the date of signing by the Principal of a fault-free post-warranty acceptance report for the Subject of the Contract.

3. If security is provided in a form other than cash, it must remain valid throughout the term of the Contract. If it is necessary to extend the term of the security (e.g. provided in the form of a bank or insurance guarantee), the Contractor shall be obliged to do so at least 21 days before the expiry of the term of the security. If the Contractor fails to provide the Principal with a document confirming the effective extension of the security within the time limit referred to in the previous sentence, the Principal shall be entitled to pay out the funds from the security and allocate this amount to a security deposit or a guarantee deposit. After the expiry of the guarantee and warranty, the deposit shall be returned to the Contractor in the nominal amount without interest.

4. For breaching the obligation to extend the term of the security, the Contractor shall pay the Principal a contractual penalty of 0.01% of the net value of the Contract specified in § 7(1) for each day of delay. The Principal shall be entitled to claim supplementary compensation if the value of the damage exceeds the amount of the contractual penalties reserved.

. The Principal shall be entitled to use the amounts from the security (including a bank or insurance guarantee) to cover any claims or liabilities arising in connection with the Contractor's improper performance of the Agreement, and in particular to bring the Subject of the Contract into compliance with the Agreement and to cover contractual penalties.

6. The Principal shall be entitled to assign and transfer its rights or obligations under the bank or insurance guarantee to the Principal's financing institution, to which the Contractor agrees.

7. All claims for reimbursement of Retention Amounts shall be unmatured until final settlement of any disputes regarding improper performance of the Subject of the Contract in the amounts as to which any disputes are pending.

#### **§ 10 [Terms of Warranty and Statutory Guarantee]**

1. The Contractor guarantees the proper quality as well as completeness of the Subject of the Contract, in accordance with the provisions of the Contract and applicable regulations. Warranty liability covers defects or faults arising from causes inherent in the Subject of the Contract or causes attributable to the Contractor.

2. The Contractor shall provide the Principal with a statutory guarantee for defects and warranty of quality of the Subject of the Contract for a period of 60 months, calculated from the date of signing by the Principal of the Final Acceptance Certificate of the Project.

3. If the Principal finds a defect or fault in the Subject of the Contract during the warranty or statutory guarantee period, the Principal shall immediately notify the Contractor. Notification of defects and faults during the warranty/statutory guarantee period shall be made in writing, or by email to the email addresses indicated in § 15.

4. The Contractor shall ensure the commencement of its obligations under the warranty/statutory guarantee, including taking action to determine the cause of the defect or fault within 12 hours of receiving notification from the Principal.

5. During the warranty/statutory guarantee period, defects or faults in the Subject of the Contract shall be repaired promptly at a time agreed by both Parties, but no later than within 2 working days from the date of notification of the defect or fault. If the defects or faults are not removed by the deadline, the Principal may have them removed by third parties or remove them by its own forces at the Contractor's expense and risk without the need to obtain Court approval (substitute performance without Court approval). Replacement workmanship is possible after prior notice to the Contractor to remove defects or faults and setting an additional period of at least 3 days. The Principal's use of substitute performance shall not relieve the Contractor of the obligation to pay contractual penalties.

6. The Contractor shall complete all work remaining to be performed by the date of final acceptance, and shall remove or repair any defects or faults revealed in the Subject of the Contract or the materials used in its performance before the final acceptance of the work by the Principal. The Contractor shall provide a warranty of the highest quality and correct workmanship for the works

constituting the Subject of the Contract and the materials and equipment used. The Contractor guarantees the correctness and highest quality in terms of the works, materials and equipment that are the subject of the Contract. The Contractor's warranty also includes the Contractor's guarantee that the storage system constructed under the Contract shall achieve, within 12 months from the date of signing by the Principal of the fault-free Final Acceptance Protocol for the Subject of the Contract, i.e. the handover of the Investment for operation, an environmental effect in values not less than:

- reduction of CO<sub>2</sub> emissions - 874.70000 [Mg/year];
- reduction in primary energy consumption - 15,070.18000 [GJ/year]

The Contractor undertakes to ensure that the annual environmental effect of the Subject of the Contract is maintained at values not lower than:

- reduction in CO<sub>2</sub> emissions - 874.70000 [Mg/year],
- reduction in primary energy consumption - 15,070.18000 [GJ/year],

for a period of 60 months from the date of signing by the Principal of a fault-free Final Acceptance Protocol for the Subject of the Contract.

7. The warranty provided by the Contractor is independent of the warranties provided by the manufacturers of the materials or equipment used. Upon completion of the work, the Contractor shall submit to the Ordering Party all documents evidencing the warranties provided by the manufacturers of the materials or equipment used. During the warranty period, the Contractor shall be obliged to remove any defects and faults in the Subject of the Contract free of charge within the time limits specified in the Contract.

8. The Contractor undertakes to participate with the Principal in annual warranty inspections, which will be carried out during the warranty period for a period of 5 years. The Principal will notify the Contractor in writing about the dates of the inspections with adequate (at least 7 – days) advance notice. Each inspection will include the performance of all necessary activities to ensure the smooth and correct operation of the battery energy storage system, as well as all activities necessary to maintain the warranty provided by the Contractor and manufacturers. The cost of conducting the inspection shall be borne by the Contractor.

## **§11 [Contractual penalties]**

1. The Contractor shall pay a contractual penalty to the Principal:

- a) in the amount of 20% of the total net lump sum remuneration referred to in § 7 (1) of the Contract, for termination of the Contract withdrawal from the Contract or its termination by either Party for reasons for which the Contractor is responsible,
- b) in the amount of 0.2% of the total net lump sum remuneration referred to in §7 (1) of the Contract, for each day of delay in completing the Subject Matter of the Contract in relation to the deadline specified in §3(1) of the Contract,
- c) in the amount of 0.2% of the total net lump sum remuneration referred to in § 7 (1) of the Contract, for each day of delay in meeting any Key Date specified in §3(2) of the Contract
- d) in the amount of 0.2% of the total net lump sum remuneration referred to in § 7(1) of the Contract for each day of delay in removing defects identified during acceptance, counting from the date set for removing the defects, in accordance with §5(12) of the Contract.

e) in the amount of 0.1% of the total net contractual remuneration specified in §7(1) of the Contract for each day of delay in removing defects and faults in the Subject of the Contract, disclosed during the warranty and guarantee period in relation to the deadlines specified in §10 of the Contract or the deadline agreed by the Parties,

f) in a lump sum of PLN 5,000.00 (in words: five thousand zlotys 00/100) for each of the following cases identified

- i. non-payment or untimely payment of remuneration due to subcontractors or further subcontractors;
- ii. failure to submit to the Principal for approval a draft subcontract agreement, the subject of which is construction work, or a draft amendment thereto;
- iii. failure of the Contractor to submit to the Principal a certified true copy of the subcontract agreement or its amendment;
- iv. no change in the subcontract regarding the payment deadline;

2. Each of the penalties referred to in items (b) – f) above may not exceed twice the remuneration referred to in §7 of the Contract (the so-called maximum contractual penalty) for each individual case of violation.

3. The reserved contractual penalties do not exclude the possibility of the Principal to claim compensation on general terms in excess of the amount of reserved contractual penalties, in particular in the case of loss by the Principal of all or part of the grant referred to in the preamble of the Contract, due to a delay in the implementation of the Subject of the Contract.

4. The Principal shall have the right to deduct claims for accrued contractual penalties from the Principal's current receivables from the Contractor.

5. Withdrawal from the Contract by either party does not exclude the obligation to pay contractual penalties for delay, which accrued until the date of withdrawal.

6. Contractual penalties shall be payable within 7 days from the date of the call for payment, to the bank account indicated in the call.

## **§12 [AMENDMENT OF THE CONTRACT]**

1. Any changes to the content of the Contract may be made only in writing under pain of nullity.

2. Changes referred to in paragraph 1 are allowed only within the limits normalized in the relevant documents (regulations and guidelines) of the National Fund for Environmental Protection and Water Management.

3. The Principal provides for the possibility of amending the provisions of the Contract in relation to the content of the offer on the basis of which the Contractor was selected, in the event of the occurrence of at least one of the circumstances listed below, including the conditions for their introduction:

(1) change in the date of execution of the Subject of the Contract:

- a) occurrence of an unforeseeable, fortuitous event beyond the control of the Parties to the Contract, which occurred after the signing of the Contract, and which makes it impossible to perform the Contract in its current form, in particular due to the occurrence of force majeure,

- b) change of significant provisions of European Union law or national law resulting in the necessity to adjust the Subject of the Contract to the change of regulations, which occurred during the execution of the Contract,
  - c) actions or omissions of state or local government authorities:  
exceeding of legal deadlines for issuance of decisions, permits, opinions, etc. by administrative authorities, refusal of the administrative authority to issue the required decisions, permits, arrangements for reasons other than the Contractor's fault,
  - d) occurrence of hindrances relating to archaeological, geological, hydrogeological conditions that were impossible to foresee at the time of concluding the Contract, or collisions with infrastructure networks, if they hinder or prevent timely execution of the Subject of the Contract, with the extension of the deadline being adequate to the number of days resulting from the reasons mentioned above;
- (2) change in remuneration or method of performance of the Contract in terms of technological changes caused by:
- a) unavailability on the market of the materials or equipment indicated in the Request for Proposal with appendices, caused by the discontinuation of production or withdrawal from the market of these materials or equipment,
  - b) appearance on the market of materials, parts or equipment of a newer generation, not indicated in the Request for Proposal and its appendices, allowing to reduce the cost of operation of the executed Subject of the Contract,
  - c) the need to implement the Subject of the Contract using other technical or technological solutions than those indicated in the Request for Proposal with appendices in a situation where the use of the provided solutions would threaten non-performance or defective performance of the Subject of the Contract
- (3) personnel changes: change of persons with the use of whom the Contractor implements the Subject of the Contract, and from whom certain experience was required, to others with experience that meets the requirement specified in the Request for Proposal for the Procedure;
- (4) if there has been a declaration of bankruptcy or the opening of restructuring proceedings of the Contractor.
4. In addition, the Principal provides for the possibility of making the following changes to the Contract:
- (1) changes relate to the implementation of additional supplies, services or works from the existing Contractor, not covered by the basic contract, if they have become necessary and all the following conditions are met:
- a) change of the Contractor cannot be made for economic or technical reasons, in particular concerning interchangeability or interoperability of equipment, services or installations, ordered under the basic contract,
  - b) change of the Contractor would cause a significant inconvenience or a significant increase in costs for the Principal,
  - c) the value of each subsequent change does not exceed 25% of the value of the contract originally specified in the Contract;

- (2) change does not lead to a change in the nature of the Contract and the following conditions have been met together:
  - a) the need to amend the contract is due to circumstances that the Contractor, acting with due diligence, could not foresee,
  - b) the value of the change does not exceed 25% of the value of the contract originally specified in the contract;
- (3) the contractor to whom the contract was awarded by the Contractor is to be replaced by a new contractor:
  - a) under the contractual provisions referred to in this clause,
  - b) as a result of merger, demerger, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion against it and it does not involve other significant changes to the Contract,
  - c) as a result of the Principal's assumption of the Contractor's obligations to its subcontractors;
5. An amendment shall be considered material if it changes the general nature of the Contract, relative to the nature of the Contract as originally drafted, or does not change the general nature of the Contract and at least one of the following circumstances exists:
  - a) the change introduces conditions that, if they had been placed in the contract award procedure, other contractors would or could have participated in this procedure or bids of different content would have been accepted,
  - b) the change violates the economic balance of the contract in favor of the Contractor in a way not originally envisaged in the contract,
  - c) the change significantly expands or reduces the scope of services and obligations under the Contract, or involves replacing the Contractor to whom the Principal awarded the contract with a new Contractor, in cases other than those listed in this clause.
6. The initiator of changes to the Contract may be both Parties to the Contract, except that the final decision as to the introduction of changes and their scope rests with the Principal.
7. The occurrence of any of the listed circumstances that may cause a change in the Contract shall not constitute an absolute obligation on the part of the Principal to make the changes, nor shall it constitute a basis for a claim by the Contractor to make them.

### **§ 13 [Withdrawal from the Contract]**

1. The Principal, notwithstanding the grounds for withdrawal under the Civil Code, shall be entitled to withdraw from the subject Contract in the event of the occurrence of any of the following circumstances:
  - a) the Contractor delays in the execution of works in excess of 14 days in relation to the deadlines specified in this Contract, including in Appendix 3 – Material and Financial Schedule, despite receipt of a request from the Principal, with an additional deadline set of not less than 3 days.
  - b) the Contractor, by its action or omission, commits violations of the provisions of this Contract and fails to cease such violations despite receiving a summons from the Principal, with an additional period of not less than 3 days.

2. The Contractor may withdraw from the Contract if the Principal is in delay with payment of any of the invoices, and the delay exceeds 30 days. The Contractor may exercise this entitlement only after calling on the Principal for payment and setting an additional period of at least 7 days for this purpose.
3. The declaration of either Party to exercise its right to withdraw from the Contract may be made in writing within 30 days from the date of occurrence of the circumstances entitling the Party in question to withdraw from the Contract.
4. In the event of withdrawal from the Contract, the Contractor with the Principal shall draw up an appropriate inventory report within 7 days of the date of termination or withdrawal from the Contract, in order to value the work completed and started as of the date of termination.
5. In the event of withdrawal from the Contract, the Principal shall pay the remuneration for the work already performed by the Contractor. The Contractor shall be obliged to compensate for the damage resulting from non-performance.
6. Withdrawal from the Contract by either Party shall not exclude the Contractor's obligations under the warranty and statutory guarantee under the terms of § 10 with respect to the work performed by him. In this case, § 10, despite the termination of the contract, becomes a stand-alone warranty document.
7. Notwithstanding the rights provided for above, the Principal shall be entitled to unilaterally terminate the Contract, with 14 days' notice, in the event that, in the opinion of the Principal, further performance of the Contract is inexpedient or unreasonable (in particular: due to a change in the method of implementation or discontinuation of the Project). In this case, the provisions of paragraph 5 shall apply accordingly.
8. The Principal shall have the right to withdraw from the Contract if:
  - a) a significant change of circumstances occurs, causing that the execution of the Contract is not in the public interest, which could not have been foreseen at the time of the conclusion of the Contract; withdrawal from the Contract in such a case may take place within 30 days of becoming aware of the above circumstances;
  - b) there will be grounds for declaring the Contractor bankrupt or the Contractor's business will be dissolved;
  - c) an order will be issued for the seizure of the Contractor's assets;
  - d) the Contractor has interrupted the works and this interruption lasts for more than 7 days without justifiable reasons or for reasons attributable to the Contractor and does not continue the works despite a written request,
  - e) in the event of delays in the execution of the Subject of the Contract greater than 30 days in relation to any of the deadlines indicated in the Contract, arising for reasons attributable to the Contractor,
  - f) in the event of the ineffective expiration of an additional deadline set by the Principal for the removal of defects in the design documentation or works, or objections raised during the acceptance procedure,
  - g) if it is found that an element of the Subject of the Contract has been performed by persons who do not have the authority required by law.
9. Withdrawal from the Contract shall be made in writing under pain of nullity of such a statement.



10. The Contractor undertakes not to perform the Contract from the date of withdrawal from the Contract by the Principal.
11. The Principal, in the event of withdrawal from the Contract for reasons attributable to the Principal, shall:
  - a) carry out the acceptance of the discontinued and securing works, and pay remuneration for the design work that have been completed up to the date of withdrawal and for securing works, if any;
  - b) on the basis of submitted invoices to repurchase from the Contractor materials that were purchased by the Contractor before the moment of withdrawal, which cannot be used by the Contractor for other works.
12. The Contractor, in the event of withdrawal from the Contract by the Principal for reasons attributable to the Principal, shall:
  - a) within 7 days from the date of withdrawal prepare an inventory report of the work in progress, as of the date of withdrawal (with the participation of the Principal);
  - b) if necessary, secure the interrupted works within 7 days, to the extent mutually agreed upon and at the expense of the Principal;
  - c) make a detailed list of materials that were purchased before the date of withdrawal, have not been consumed, and can not be used by the Contractor;
  - d) submit the interrupted work for immediate acceptance by the Principal, and within 14 days remove all its equipment and clean up the construction site.
13. In the event of withdrawal from the Contract by the Principal for reasons attributable to the Contractor, the Contractor shall:
  - a) prepare a detailed certificate of inventory of work in progress, as of the date of withdrawal (with the participation of the Principal);
  - b) secure the interrupted work at its own expense;
  - c) remove all its equipment, clean up the construction site and hand it over under an official procedure (certificate) to the Principal within 7 days of withdrawal.
14. The Contractor hereby provides a warranty and statutory guarantee to the extent specified in § 10 for the portion of the Subject of the Contract performed prior to withdrawal from the Contract.

#### **§ 14 [Force Majeure]**

1. Force majeure shall be understood as an external event directly affecting the performance of the Contract, arising after the signing of the Contract, beyond the control of the Parties, which could not have been foreseen, avoided or prevented with due diligence.
2. Force majeure events are, in particular, natural disasters, climatic anomalies, wars, revolutions, coups d'état, terrorist acts, confiscations, nationalizations and other similar decisions of state authorities, strikes excluding strikes by employees of the Parties, sabotages, embargoes, import and export restrictions, radioactive radiation or contamination by radioactivity.
3. In the event of a force majeure event preventing the Parties from fully or partially fulfilling the Contract, the Contract completion date shall be postponed by the period during which these exceptional circumstances prevailed.

4. The party affected by a force majeure event shall immediately notify the other party of the occurrence of the force majeure event, the nature of the problem, the expected duration, and the anticipated consequences, and shall take all necessary and possible measures in the given situation to minimize the damage. Notification shall be made no later than 5 days from the date of the force majeure event. Failure to make a notification within this period excludes the possibility of later invoking force majeure.

#### **§ 15 [Contact regarding the Contract]**

Any correspondence or notices that are required or permitted under this Contract shall be in the Polish language, by e-mail, and shall be deemed properly delivered and effective if transmitted to the Party by e-mail to the above-mentioned addresses:

Persons responsible on the part of the Principal:

- a) .....
- b) .....
- c) .....

Persons responsible on the part of the Contractor:

- a) .....
- b) .....
- c) .....

Notice made by e-mail will be considered delivered at the expiration of 3 business days from the date on which the sending Party received confirmation of successful transmission, whereby the sending of the e-mail may take place on business days from Monday to Friday. The Parties may each time request written confirmation of receipt of correspondence sent by e-mail. A change of the responsible person by a Party requires written notification of such change to the other Party.

#### **§ 16 [Confidential Information]**

1. The Contractor undertakes to:

- (a) not disclose, share or transfer the Confidential Information to any person or entity in any manner whatsoever, except for granting access to the Confidential Information to designated persons for the proper performance of the Parties' cooperation obligations;
- (b) not use the Confidential Information in any way other than for the proper performance of its obligations, including not use it for direct or indirect benefit or in any of its own or third parties' activities.

2. "Confidential Information" shall mean any information related to the Principal's business or concerning the Principal, information related to the cooperation of the Parties, as well as any other information of economic value acquired by the Contractor regardless of whether such information was shared or obtained orally, written, electronic, visual, magnetic or digital recording, or in any other form, or in what manner or for what purpose the Contractor came into possession thereof in connection with or on the occasion of the Parties' cooperation, and regardless of whether such information was marked "confidential," "proprietary," or similarly. Confidential information is also information that constitutes a business secret in accordance with Article 11 of the Law on Combating Unfair Competition.

3. Confidential Information does not constitute information that is:
  - (a) widely known,
  - (b) intended for distribution by written agreement of the Parties,
  - (c) the disclosure of which is required by mandatory provisions of law,
  - (d) the disclosure of which is requested by an authorized body in the form and content prescribed by law, but only to the extent necessary,
  - (e) the disclosure of which is necessary for the proper implementation of the provisions of this Contract.
4. In order to properly implement the obligation of confidentiality, the Contractor shall, in particular:
  - (a) ensure effective and proper safeguarding of Confidential Information,
  - (b) limit the number of persons authorized to access Confidential Information,
  - (c) prevent access to Confidential Information by unauthorized persons,
  - (d) prevent unauthorized persons from modifying or deleting Confidential Information,
  - (e) train employees, associates, consultants, advisors and any other persons acting for and on behalf of the Contractor in the performance of obligations arising from the cooperation of the Parties, as well as any persons who will gain access to Confidential Information on the part of the Contractor in the implementation of the obligation of confidentiality and the processing of Confidential Information (the training will also include instruction on the prohibition of processing, including acquisition and dissemination, of any Confidential Information if the person is not expressly authorized to do so),
  - (f) irreversibly delete all records or recordings in any form (including magnetic and digital) of Confidential Information from any devices (including any media) that are not transferred or returned to the Principal upon termination of the cooperation between the Parties,
  - (g) promptly notify the Principal of all incidents of suspected breach or violation of the security of Confidential Information.
5. The Contractor shall be fully responsible on a risk basis for maintaining the obligation of confidentiality of the Confidential Information by its employees, associates, advisors, consultants and any other persons acting on its behalf and for its benefit, as well as for any persons who have gained access to the Confidential Information on the part of the Contractor, regardless of whether the Contractor has consented to such access. The act or omission of such persons shall be treated as an act or omission of the Contractor, particularly with respect to unauthorized processing including acquisition and dissemination, of any Confidential Information. No limitations or exclusions of the Contractor's liability are permitted in this regard.
6. The Contractor assures the Principal that it will properly perform the obligation of confidentiality, and in case of violation of the obligations set forth in this clause, the Contractor agrees to pay to the Principal a contractual penalty in the amount of PLN 50,000.00 (in words: fifty thousand zlotys 00/100) for each case of violation. The Principal shall have the right to claim compensation exceeding the reserved guarantee amount.
7. The Parties agree that the provisions of this clause shall remain binding during the term of this Contract and for a period of 3 years after its termination.

## **§ 17 [Personal Data]**

1. Each Party shall process personal data disclosed in connection with the conclusion and execution of the Contract regarding the persons involved, including, in particular, employees, subcontractors, legal representatives and agents. The Parties undertake to process the personal data disclosed by the other Party in a manner consistent with the applicable legal provisions on the protection of personal data, including Polish laws and the General Data Protection Regulation (GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
2. Data is processed for the purpose of executing the Contract and for accounting, archival and contact purposes.
3. The Parties are obliged to process the personal data provided in accordance with the regulations on the protection of personal data, in such a way as to ensure the confidentiality and adequate security of such data, including protection against unauthorized or unlawful processing and accidental loss, destruction or damage, by means of appropriate technical and organizational measures.
4. The Parties will cooperate by providing each other:
  - (a) compliance of the processing of personal data with obligations under data protection legislation (including Articles 32-36 GDPR); and
  - (b) appropriate response to any investigations by supervisory authorities and requests for information from supervisory authorities.
5. The Parties shall allow only persons duly authorized and obliged to keep the personal data confidential to process the data
6. The Parties, in connection with the conclusion, execution and monitoring of the performance of the Contract:
  - (a) shall process the personal data of representatives and their employees (in particular, name, e-mail address, telephone number, position), which will be provided;
  - (b) inform that relevant information about the principles of the Parties' processing of personal data of the persons referred to in item 1), as well as about the rights of such persons in connection with the processing of their personal data, are available on the Parties' websites.

## **§ 18 [Severability Clause]**

If any provision of this Contract proves invalid, ineffective or unenforceable for any reason, the validity, effectiveness or enforceability of the remaining provisions of the Contract shall not be affected. In the case described in the preceding sentence, the Parties undertake to arrange their affairs and common interests in such a way that they can accomplish all the objectives set forth in this Contract in an otherwise lawful and feasible manner.

## **§ 19 [Final provisions]**

1. The language of the Contract shall be Polish.

2. In the event that the Contractor's designated personnel are not proficient in Polish, the Contractor shall provide, at its own expense, full availability of an interpreter for the period and for the purposes of the Contract.
3. Correspondence within the framework of the Contract between the Principal and the Contractor shall be conducted by e-mail with acknowledgement of receipt.
4. The Parties to the Contract shall immediately inform each other of any changes in their addresses. Until a given Party receives proper notice of a change of address of the other Party, letters sent by it to the most recently designated address shall be deemed delivered.
5. The Contractor shall not, without the prior written consent of the Principal, assign or encumber any of its rights or obligations under this Contract or any part thereof, including the assignment of its receivables to a third party.
6. In matters not covered by the provisions of this Contract, the relevant provisions of the Civil Code, the Law on Copyright and Related Rights and the Construction Law shall apply.
7. Any disputes arising from this Contract shall be settled amicably by the Parties through mutual negotiations. If an amicable settlement is not reached, the dispute will be resolved by the common court with jurisdiction over the registered office of the Principal.
8. The Contract is drawn up in two counterparts, one for each Party.
9. The Appendices listed in the introductory part of the Contract are an integral part of this Contract.

PRINCIPAL:

CONTRACTOR:

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