

Współfinansowane z unijnego systemu handlu  
uprawnieniami do emisji (Funduszu Modernizacyjnego)

**Ordering Party:**  
CLIP Logistyka Sp. z o.o.  
Jasin, ul. Rabowicka 65, 62-020 Swarzędz

**Part I: FORM**  
**SUMMARY OF QUESTIONS AND ANSWERS**  
**TO THE DOCUMENTS FROM THE PURCHASE PROCEDURE REGARDING**  
**„Construction of the BESS-H7 electrical energy storage system with a maximum charging and**  
**discharging power of 2.0 MW and a nominal capacity of 5.15 MWh”.**

**Question 1:**

*Will the Ordering Party allow a battery system built on the basis of rack cabinets (battery container: 13 battery chains; battery chain consists of 8 battery modules; battery modules consist of series-connected LFP battery cells in 1P52S configuration.*

**Answer:**

The Ordering Party requires the construction of an energy storage facility with technical parameters not worse than those specified in point 1.2 Detailed description of the energy storage system components of the Tender Specification.

**Question 2:**

*Will the Ordering Party allow the use of a BMS system from another manufacturer that meets all the functional and technical requirements specified in the tender documentation?*

**Answer:**

The Ordering Party requires the use of a BMS system that meets all the necessary functions for controlling and ensuring the safe operation of lithium-ion cells, from any manufacturer, in accordance with the provisions of point 1.2 of the Terms of Reference.

**Question 3:**

*Will the Ordering Party introduce a correction to the requirements to extend the equipment of the energy storage with a permanent lithium detection system operating in a continuous mode (24/7) ?*

**Answer:**

The Ordering Party expects that lithium detection (early gas detection system) will be a standard element of the offered Fire Detection System required in the Tender Specification.

**Question 4:**

*Please clarify whether the requirements for the energy storage described as "option" are obligatory for the contractor.*

**Answer:**

The Ordering Party hereby informs that the requirements marked "option" refer to the admissibility of applying equivalent technical descriptions. Their mandatory nature is determined by their specification.

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### **Question 5:**

*Please clarify whether it is really necessary to design and build an energy storage facility in accordance with ATEX requirements.*

#### **Answer**

The Ordering Party explains that the Tender Specification indicates that the requirement for mechanical ventilation in the ATEX requirements is optional. The Ordering Party allows equivalent solutions.

### **Question 6:**

*Does the Ordering Party allow the use of BMS systems that ensure the measurement of the current of the entire string with an accuracy of  $\pm 1A$ , which corresponds to the actual technical possibilities?*

#### **Answer:**

The ordering party requires that the BMS system fulfills all the necessary functions to control and ensure the safe operation of lithium-ion cells.

### **Question 7**

*Does the Investor allow extension of the deadlines presented in the schedule?*

#### **Answer:**

The conditions for changing the implementation deadlines specified in the Agreement may be made in accordance with the provisions §12 [Amendment to the Agreement].

### **Question 8:**

*How will the achievement of the ecological effect be measured?*

#### **Answer:**

In accordance with the guidelines of the National Fund for Environmental Protection and Water Management, the methodology for calculating the ecological effect assumes the reduction of electricity demand using updated emission factors of CO<sub>2</sub>, SO<sub>2</sub>, NO<sub>x</sub>, CO and total dust for electricity, based on information contained in the national database on emissions of greenhouse gases and other substances.

### **Question 9:**

*Is the 400V switchboard outside the hall building?*

#### **Answer:**

The diagram shows the SCOPE OF THE INVESTMENT, which includes the 0.4 kV ENERGY STORAGE switchboard. The remaining switchboards are located in the halls.

### **Question 10:**

*Does the Ordering Party allow the use of energy storage components other than those in the design with parameters not worse than those specified?*

*For example, to replace: container, battery chain, converter and BMS*

#### **Answer:**

The Ordering Party requires the configuration of a battery system with a power of 2.0 MW and a capacity of not less than 5.15 MWh to ensure the implementation of the material effect and the ability of the Subject of the Agreement to achieve and maintain the ecological effects.

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### **Question 11:**

*In the design, the output voltage from the converter is 800V in one place and 400V in another. Should we use 800V and an additional external 800/400V transformer?*

#### **Answer:**

The output voltage level from the converter is 400V.

### **Question 12:**

*What administrative and legal documents does the Ordering Party have at its disposal at this stage?*

#### **Answer:**

Administrative and legal documents are included in the Ordering Party's Design Documentation constituting Annex No. 1 to the Agreement.

### **Question 13**

*On what basis will the Contractor represent the Ordering Party?*

#### **Answer:**

On the basis of the powers of attorney granted, in accordance with the content of paragraph 10 in § 1 [Subject of the Agreement].

### **Question 14:**

*Has the Ordering Party included in the schedule the period for obtaining the decision? It is a period of 30 - 60 days?*

#### **Answer:**

The ordering party included the period of obtaining the decision in the schedule.

### **Question 15**

*If the Ordering Party authorizes the Contractor to act in the above matter, when will it be transferred to the Contractor?*

#### **Answer:**

Pursuant to the provisions of paragraph 10 in § 1 [Subject of the Agreement] - immediately after the conclusion of the Agreement.

### **Question 16**

*If it turns out that the Investor's documentation, including the design documentation, contains errors, how will this circumstance affect the deadlines for the completion of the works and the Ordering Party's liability?*

#### **Answer:**

In accordance with the provisions of the Agreement: paragraph 3 in §12 [Amendment to the Agreement] and paragraph 3 in § 4 [Author's supervision and management of works].

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### Question 17:

*In § 2 section 8 of the Agreement it is indicated that, taking into account the provisions of Articles 207 and 304 of the Labor Code, the Parties introduce the following provisions: The Contractor ensures that its employees involved in the implementation of this Agreement:*

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

*How does the above provision apply to persons employed by the Contractor under a b2b contract in relation to whom the provisions of the Labor Code do not apply?*

### Answer:

In accordance with the content of paragraph 6 in § 2 [Rights and Obligations of the Parties], the Contractor undertakes to comply with all generally applicable legal provisions, technical instructions, construction practices and to be guided by current technical knowledge when performing the Subject of the Contract.

### Question 18

*§ 2, section 14 of the Agreement states that in the event of a negative assessment of the work undertaken by Subcontractors by the Ordering Party due to untimely performance of the work or their non-compliance with the tolerances and provisions of this Agreement, the Contractor, at the request of the Ordering Party, is obliged to terminate the agreement with such Subcontractors and introduce other Subcontractors that the Ordering Party may indicate, provided that the Subcontractor indicated by the Ordering Party meets the requirements set by the Contractor, including, among others, the appropriate technical potential enabling the proper execution of the subject of this Agreement and meets the price criteria set by the Contractor.*

### Answer:

The Ordering Party, without violating the principle of freedom of contract expressed in Article 353 § 1 of the Civil Code, requires the Contractor to fulfill the obligations in accordance with the provisions of paragraph 12 and § 2 [Rights and Obligations of the Parties].

### Question 19:

*The deadlines for the completion of works are specified in § 3 section 2 of the Agreement. Has the Investor taken into account the fact that the deadlines may change due to reasons beyond the Contractor's control?*

### Answer:

Timely execution of the Agreement is a condition for settling the funding received, in accordance with the concluded Funding Agreement, which specifies the deadlines for achieving the material and ecological effects. In the event of a change in the deadlines in the current Funding Agreement, the Ordering Party will immediately request the Contractor to execute an Amendment, in accordance with the provisions of §12 [Amendment to the Agreement].

### Question 20:

*Regarding § 8 section 1 letter b) of the Agreement.*

*The Contractor requests that the concept of fault-free be deleted and replaced with the concept of "without significant defects".*

### Answer:

The Ordering Party does not consent to such a change of terms.

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### Question 21:

*The amount of the Performance Security is regulated in § 9 section 1 of the Agreement. The Contractor requests a reduction of the Performance Bond to 5%. The legislator has specified in the Public Procurement Law that the performance bond should be 5% of the net amount. While this law does not apply to the Civil Code, by analogy and by inference, it should be noted that the legislator intended to indicate a possible guideline that the Contracting Authority should follow when determining the amount of the aforementioned institution.*

#### Answer:

The Ordering Party does not share the Contractor's view regarding the Legislator's indication of the trend and the presented method of deduction. The Ordering Party does not consent to any changes to the provisions of the Agreement.

### Pytanie 22:

*§ 9 section 2 of the Agreement regulates the return of the performance security.*

*a) The Contractor requests that the provisions of the Public Procurement Law be copied in this respect, i.e. 70% and 30%*

*b) The Contractor requests that the concept of fault-free be changed to one without significant defects.*

#### Answer:

The Ordering Party does not consent to changing the provisions of the Agreement.

### Question 23:

*§ 10, paragraph 4, states that the Contractor shall undertake to commence performance of its obligations under the guarantee/warranty, including, among other things, taking steps to determine the cause of the defect or fault, within 12 hours of receiving notification from the Ordering Party. The Contractor requests a change from 12 hours to 2 business days.*

#### Answer:

The Ordering Party does not consent to changing the provisions of the Agreement.

### Question 24:

*§ 10 section 5 of the Agreement states that during the guarantee/warranty period, defects or faults in the Subject of the Agreement will be removed immediately within the time agreed by both Parties, but no later than within 2 days from the date of reporting the defect or fault.*

*The Contractor requests that this provision be amended by changing the deadline for completing the repair.*

#### Answer:

The Ordering Party agrees to amend the content of the Agreement by changing the wording of paragraph 5 in § 10 [Warranty and Guarantee Conditions], in the manner presented below:

„5. During the warranty/guarantee period, defects or faults in the Subject Matter of the Agreement will be removed immediately within a period agreed upon by both Parties, but no later than two business days from the date of reporting the defect or fault. If the defect or fault is not removed within the above period, the Ordering Party may commission third parties to remove it or remove it on its own at the Contractor's expense and risk without the need to obtain court approval (substitute performance without court approval). Substitute performance is possible after prior notice to the Contractor to remove the defect or fault and setting an additional deadline of at least three days. The Ordering Party's use of substitute performance does not release the Contractor from the obligation to pay contractual penalties.”

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### Question 25:

*In § 11, Section 1 of the Agreement, the Investor has regulated the contractual penalties. The Contractor indicates that the contractual penalties are excessive in relation to the remuneration. For this reason, the Contractor proposes reducing the contractual penalties.*

#### **Answer:**

ZThe Ordering Party does not consent to changing the provisions of the Agreement.

### Question 26:

*§ 4 section 2 of the Agreement states that the change of the Chief Designer may only take place after the person designated by the Contractor and approved by the Ordering Party submits a written declaration of taking over the designer's duties, arising from Article 20 of the Construction Law, specifying the date of taking over the duties, and after the current designer submits a declaration of consent to transfer the designer's duties to the designated person, specifying the date of transfer of these duties.*

- a) *What steps will the Ordering Party take if the Chief Designer does not consent to the transfer of his/her duties?*
- b) *Has the Ordering Party concluded an agreement with the main designer regarding the transfer of copyright in all fields of exploitation?*
- c) *Who will be responsible for errors made in the design documentation: the current Chief Designer or the Contractor who took over his duties?*
- d) *If no agreement has been concluded regarding the transfer of copyright, what steps will be taken by the Ordering Party if the Chief Designer refuses to transfer such rights? Lack of consent means that corrections cannot be made, otherwise civil or even criminal liability would arise.*

#### **Answer:**

The provisions of § 4 [Author's Supervision and Works Management] refer to the Contractor's obligations, including ensuring multi-discipline design supervision of the construction documentation by the Chief Designer appointed by the Contractor. The Contractor is obligated to correct any design documentation irregularities discovered during the construction works.

In accordance with the provisions of § 6 [Copyright], the Contractor transfers to the Ordering Party all proprietary copyrights to the execution and as-built documentation prepared by the Contractor under this Agreement (the Work) upon delivery of each part of this documentation to the Ordering Party.

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### Question 27:

*§ 2, section 14 of the Agreement states that in the event of a negative assessment of the work undertaken by Subcontractors by the Ordering Party due to untimely performance of the work or their non-compliance with the tolerances and provisions of this Agreement, the Contractor, at the request of the Ordering Party, is obliged to terminate the agreement with such Subcontractors and introduce other Subcontractors that the Ordering Party may indicate, provided that the Subcontractor indicated by the Ordering Party meets the requirements set by the Contractor, including, among others, the appropriate technical potential enabling the proper execution of the subject of this Agreement and meets the price criteria set by the Contractor.*

*The potential contractor requests that the aforementioned provision be deleted because the investor cannot impose negotiation conditions on the parties in the contract conclusion proceedings. This is also contrary to Article 58 § 2 of the Civil Code, i.e., the principles of social coexistence, and violates the principle of freedom of contract expressed in Article 353 § 1 of the Civil Code. The contractor will, however, undertake to request the subcontractor to change the manner of performing the work within a specified timeframe in the subcontracting agreement and will have the right to either use substitute performance or withdraw from the contract with such subcontractor.*

### Answer:

The Ordering Party does not consent to amending the Agreement in the proposed scope.

### Question 28:

*Section 3, paragraph 8 of the Agreement stipulates that no part of the construction work will commence until the appropriate detailed design documentation has been approved by the Ordering Party.*

*Furthermore, Section 3, paragraph 9 of the Agreement stipulates that the Ordering Party's approval will not affect the Contractor's responsibility for developing detailed design documentation and performing the work within the scope specified in the Agreement.*

- a) *When will the construction documentation be approved by the Ordering Party?*
- b) *How should we interpret the fact that the Ordering Party's acceptance will not affect the Contractor's responsibility for developing the detailed design documentation and performing the works within the scope specified in the Agreement? Does this mean that, despite the accepted documentation, the Ordering Party may submit reservations at a later stage?*
- c) *How can the Ordering Party question what they have already received and accepted?*

*The Contractor requests the deletion of the provision in paragraph 9 as it is contrary to the principles of social coexistence, i.e. the principle of justice, commercial honesty, as well as the principle of equality of the parties to a civil law relationship.*

### Answer:

The Ordering Party does not consent to amending the Agreement in the proposed scope. In response to the questions asked, with indication that:

- a) In accordance with § 2, paragraphs 2 and 3 and within the time agreed by the parties in the schedule.
- b) The acceptance will be made in formal terms in accordance with § 5 section 8. If there are any errors in the documentation that will affect the work performed on the basis of this documentation, the Contractor will bear full responsibility for this, as it is a design and build contract.
- c) As indicated in point b – acceptance by the Ordering Party is of a purely formal nature.

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### Question 29:

*In § 4, section 4 of the Agreement it is indicated that in the event of failure to deliver the above-mentioned studies within the specified time, the Ordering Party reserves the right to commission their execution to a third party, at the expense and risk of the Contractor.*

*How could the execution of the above-mentioned works be entrusted to a third party if the copyrights would be held only by the Contractor, who would be entitled to make changes to the documentation?*

### Answer:

The copyright to the documentation for which replacement work is required is held by the Ordering Party.

### Question 30:

*§ 5, section 2 of the Agreement states that a defect-free Partial Acceptance Protocol for the Subject of the Agreement signed by the Ordering Party authorizes the Contractor to issue an appropriate invoice for this part of the work. The Contractor requests that the aforementioned provision be deleted as inconsistent with Article 58, sections 1 and 2 of the Civil Code, which results in its invalidity. The Contractor requests that the aforementioned provision be amended to read as follows: A Partial Acceptance Protocol for the Subject of the Agreement signed by the Ordering Party without mention of any significant defects authorizes the Contractor to issue an appropriate invoice for this part of the work. The above comment also applies to section 5. The Contractor also indicates that the disputed contractual provision is inconsistent with § 5, section 12, letter b of the Agreement.*

*The full question is available for review at the Ordering Party*

### Answer:

The Ordering Party indicates that the indicated § 5, sections 2 and 5 should be interpreted in conjunction with section 12, which specifies the procedure to be followed in the event of various types of defects. For the avoidance of doubt, the Ordering Party gives sections 2 and 5 the following wording:

2. The Partial Acceptance Protocol for the Subject of the Contract signed by the Ordering Party, free from any defects (no significant defects), authorizes the Contractor to issue an appropriate invoice for this part of the work.

5. The final acceptance of the Subject of the Agreement (Commissioning of the Investment for operation) will be confirmed by an appropriate, fault-free (without any significant defects) Final Acceptance Protocol of the Subject of the Agreement.

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### Question 31:

*§ 5 section 4 letter c) of the Agreement states that the Contractor is obliged to, among others, present quality certificates, certificates of tests performed, approvals for the materials used in the construction and the installed devices, including: declarations of conformity of the devices with the EU requirements and national standards in the field of safety and fire protection.*

- a) *What will the Ordering Party do if the installed equipment or materials do not meet the specified standards due to legislative changes?*
- b) *In the situation described above, will the Ordering Party decide to leave the above-mentioned materials and devices or will it commission the removal of the above-mentioned elements and the installation of new ones as part of additional works?*

### Answer:

Anticipated future and uncertain events are not addressed by the provisions of this Agreement. The Ordering Party hereby informs that the contractor is obligated to complete the subject matter of the Agreement in such a way that it complies with applicable regulations at the time of acceptance.

### Question 32:

*Regarding § 5 section 5 of the Agreement*

*Taking into account the comment indicated in point 11, the Contractor requests that this provision be amended to the following:*

*The final acceptance of the Subject of the Agreement (Commissioning of the Investment for Operation) will be confirmed by an appropriate Final Acceptance Protocol of the Subject of the Agreement, which will not contain information on significant defects.*

### Answer:

The Ordering Party does not consent to amending the Agreement in the proposed scope.

### Question 33:

*§ 8, Section 4 of the Agreement states that if the Contractor employs subcontractors, payment of the Contractor's remuneration is conditional upon the Contractor submitting, before the due date of the invoice, declarations signed by persons authorized to represent the subcontractors confirming that the Contractor is not in arrears with any due payments to subcontractors under the agreement(s) entered into between the Contractor and its subcontractor(s) for the period up to the date of the Contractor's invoice. In the absence of such a declaration, the Ordering Party is entitled to withhold payments to the Contractor until it receives credible proof of payment to the subcontractors, and if such proof is not provided within the additional specified deadline, or if the declaration indicates that the Contractor is in arrears with any payments to the subcontractor(s).*

- a) *Please indicate what steps the Ordering Party will take if the Subcontractor refuses to submit a declaration despite receiving full payment for the work performed?*
- b) *Will the Contractor be deprived of remuneration due to the Subcontractor's failure to issue a declaration (despite full payment)?*

*The full question is available for review at the Ordering Party*

### Answer:

The Contractor is obligated to properly regulate the contractual relationship with the Subcontractor. Failure to provide the Subcontractor with a declaration of intent will entitle the Ordering Party to withhold payments to the Contractor and obligate the Contractor to provide the Ordering Party with credible proof of payment to the Subcontractor.

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### Question 34:

*§ 10, section 4, states that the Contractor undertakes to commence performance of the obligations arising from the guarantee/warranty, including, among other things, taking steps to determine the cause of the defect or fault within 12 hours of receiving notification from the Ordering Party. How should the concept of a defect and the concept of a fault be defined under this contract?*

#### Answer:

The Ordering Party does not introduce a contractual definition of defects or faults and will rely in this respect on the provisions of the Civil Code, case law and the specific nature of the subject of the order.

### Question 35:

*§ 11, section 2 of the Agreement states that each of the penalties referred to in points b) - e) above may not exceed twice the remuneration referred to in § 7 of the Agreement (the so-called maximum contractual penalty) for each individual case of violation. At this point, the Contractor requests that the aforementioned provision be amended by providing the following wording:*

***„The amount of contractual penalties cannot exceed 30% of the net remuneration”.***

#### Answer:

The Ordering Party consents to amending the Agreement within the proposed scope.

### Question 36:

*Section 11 does not address contractual penalties reserved for the Contractor. The Contractor proposes introducing provisions regulating this issue.*

*The full question is available for review at the Ordering Party*

#### Answer:

The Ordering Party does not consent to amending the Agreement in the proposed scope.

### Question 37:

*§ 11, Section 1, Letter f), Indent I of the Agreement provides for a contractual penalty of PLN 5,000.00 for each of the following identified cases: non-payment or late payment of remuneration due to subcontractors or sub-subcontractors.*

The Contractor requests that the aforementioned provision be deleted.

*The full question is available for review at the Ordering Party*

#### Answer:

The Ordering Party does not consent to amending the Agreement in the proposed scope.

The Ordering Party is of the opinion that the stipulated penalties are correct because they are based on the provisions of the Public Procurement Law.

### Question 38:

*Regarding to § 11 of the Agreement*

*The contractor requests that the wording of the delay be changed to default in the entire provision.*

#### Odpowiedź:

The Ordering Party does not consent to amending the Agreement in the proposed scope.

## Współfinansowane z unijnego systemu handlu uprawnieniami do emisji (Funduszu Modernizacyjnego)

### Question 39:

*In § 12 section 3 point 4 of the Agreement it is indicated that a change in remuneration or the manner of performance of the Agreement in the scope of technological changes caused by the declaration of bankruptcy or the opening of restructuring proceedings of the Contractor.*

*Moreover, in § 12 section 4 point 3 letter b) of the Agreement it is stated that the agreement may be amended in the case of the Contractor to whom the Ordering Party has granted the agreement, being replaced by a new contractor as a result of bankruptcy, restructuring.*

*The Contractor also draws attention to the content of § 13 section 8 letter b), which provides for the possibility of withdrawing from the contract if there are grounds for declaring bankruptcy of the Contractor or if the Contractor's company is dissolved;*

- a) *Is the Ordering Party aware that the above-mentioned provisions are invalid under the law?*
- b) *Will the Ordering Party delete the above-mentioned provisions due to the content of the specifically cited provisions presented below?*

*The full question is available for review at the Ordering Party*

### Answer:

§ 12, section 3, point 4 of the Agreement, contrary to the wording in the question, does not indicate that a change in remuneration or the manner of performance of the Agreement may occur due to technological changes resulting from the declaration of bankruptcy or the opening of restructuring proceedings against the Contractor. § 12, section 3, point 4 provides for the possibility of amending the Agreement in the event of the occurrence of the circumstances specified in this point. The remaining provisions of the Agreement are not inconsistent with the cited provisions.

### Question 40:

*The right of withdrawal is established in § 13 section 1 of the Agreement.*

*The contractor requests to change the 3-day deadline to a 7-day deadline.*

*The full question is available for review at the Ordering Party*

### Answer:

The Ordering Party does not consent to the changes.

### Question 41:

*§ 13 section 4 of the Agreement states that in the event of withdrawal from the Agreement, the Contractor and the Ordering Party will prepare an appropriate inventory report within 7 days from the date of termination or withdrawal from the Agreement, in order to evaluate the works completed and commenced as of the date of termination of the Agreement.*

- a) *How will the inventory procedure be carried out?*
- b) *Who will perform the inventory?*
- c) *Who will participate in the inventory?*
- d) *Will the Contractor's representatives participate in the inventory? If not, why not, as it affects their rights and obligations?*

### Answer:

§ 13, section 4 provides for the joint preparation of the protocol. The Contractor's specific obligations in this respect should be fulfilled in accordance with the provisions of § 13, sections 12 and 13 of the Agreement.

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### Question 42:

*§ 13, Section 5 of the Agreement states that in the event of withdrawal from the Agreement, the Ordering Party is obligated to pay remuneration for work already performed by the Contractor. The Contractor is obligated to repair any damage resulting from failure to fulfill the obligation. The Contractor requests that the aforementioned provision be amended by adding the phrase "Contractor" or "Ordering Party" in the second sentence after the word "Contractor." The Agreement fails to recognize that damage may also arise for the Contractor as a result of withdrawal.*

### Answer:

The Ordering Party does not consent to the changes. The Contractor may pursue any claims for damages under general principles.

### Question 43:

*Section 13, paragraph 6 of the Agreement states that withdrawal from the Agreement by either Party does not exclude the Contractor's obligations regarding guarantees and warranties under the terms of Section 10 in relation to the work performed by it. In such a case, Section 10, despite the termination of the Agreement, becomes a standalone guarantee document.*

- a) *How would warranty obligations be fulfilled if the withdrawal itself has an ex tunc effect, i.e., from the beginning, and it is assumed that the contract never came into being? Therefore, since the withdrawal is deemed to have resulted in the contract not having been concluded, there is no reason to perform warranty or implied warranty obligations?*
- b) *Is the performance of activities under a guarantee or warranty an execution of this contract?*
- c) *What is the relationship between this provision and the content of § 13 section 10 of the Agreement?*

### Answer:

Performing works under a guarantee or warranty in the event of withdrawal from the Agreement constitutes performance of the obligation under the guarantee, which, for work already performed, constitutes a separate guarantee document. Withdrawal from a construction contract for work already performed has ex nunc effect. § 13, section 10 applies to activities other than those arising from the guarantee or warranty.

### Question 44:

*§ 13, Section 7 of the Agreement states that, regardless of the rights provided above, the Ordering Party is entitled to unilaterally terminate the Agreement, with a 14-day notice period, if, in the Ordering Party's opinion, further performance of the Agreement is inappropriate or unjustified (in particular, due to a change in the method of execution or cessation of the Investment). In such a case, the provisions of Section 5 shall apply accordingly.*

*How will the works be accepted? There is no procedure in this regard.*

### Answer:

In accordance with the provisions of § 2, paragraphs 2 and 3 of the Agreement and in accordance with the rules set out in § 13.

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**Question 45:**

*Question regarding Confidential Information § 16 of the Agreement*

*Why hasn't the mutual confidentiality obligation been regulated, especially since the Ordering Party may also obtain information about the Contractor during the performance of the contract? The Contractor requests that the Ordering Party also regulate the confidentiality obligation.*

**Answer:**

The Ordering Party does not consent to the changes. In the request, the Contractor did not indicate what confidential information could be provided by the Contractor.

**Jasin, 28.01.2026**