

**GENERAL TERMS AND CONDITIONS OF CONTRACT**  
hereinafter referred to as the GTCC**PREAMBLE**

Bridgestone Poznań sp. z o. o. represents that it:

- 1) respects the principles of Corporate Social Responsibility (CSR); employees of Bridgestone Poznań sp. z o.o. comply with the applicable law, care about the natural environment, human rights, safety, quality and other factors contributing to the well-being of society,
- 2) follows the purchasing ethics policy adopted in the Bridgestone Corporation, in particular:
  - people participating in the purchasing process always:
    - (a) care about expanding knowledge, awareness and sense of responsibility while taking actions,
    - (b) act in an independent, impartial and fair manner,
    - (c) take actions in a competent, fair and honest manner,
  - people participating in the purchasing process, as persons representing the Corporation, act in a manner compliant with the law, taking the relevant domestic and international legal acts into consideration, in good faith and fair, with the aim of building the company's reputation and the best relations with suppliers,
- 3) respects the intellectual property rights of the supplier in compliance with the standards adopted in the Bridgestone Corporation,
- 4) demands to adhere to the anti-corruption rules according to law regulation and the Code of Anti-Corruption and demands to confirm the below mentioned anti-corruption clause:

*"The Contractor recognizes that it has been made aware by the Principal of the Code of Anti-Corruption issued by the Principal in 2013. The Contractor agrees to adhere to the content of this Code of Anti-Corruption. In case the Contractor does not comply with this Code of Anti-Corruption or in the case the Contractor would commit any bribery, even outside of the scope of this agreement, the Principal will be entitled to terminate this agreement without liability to the Contractor by sending a written notice with immediate effect."*

**Contractual Definitions****§ 1.**

The definitions refer to the relevant terms and expressions used in the GTCC and in the Contract and have the following meaning:

1. **Contract Provisions** – all the provisions stipulated in the Contract and appendices thereto, including those included herein.
2. **Working Area** – an area determined by the Principal where the works related to the performance of the subject of the Contract are carried out and where the facilities of the Contractor are located, taken over by the Contractor from the Principal on the basis of a hand-over and acceptance report.
3. **Design Works** – works related to designing, arranging for appropriate approvals and drawing up of technical documents resulting in the preparation of detailed designs if they are defined as subject of the Contract.
4. **Assembly Works** – construction and assembly works, including installation works related to the performance of the subject of the Contract.
5. **Technical Specification** – detailed technical specification for the performance of the subject of the Contract included in Appendix 2 to the Contract and submitted by the Principal to the Contractor prior to the Contract conclusion.
6. **Documentation** – documents necessary for the proper Contract performance, constituting Appendix 4 to the Contract and submitted by the Principal to the Contractor prior to the Contract conclusion. The documents shall be treated as mutually complementing and explanatory. Documents bearing later dates and confirmed by the Parties shall constitute revised versions of the Documentation. In the case of any discrepancies or vagueness, the Parties shall make a joint effort to clarify them and reach an agreement. In the event of any discrepancies between

the provisions of the Contract or the GTCC and the Documentation the provisions of the Contract or the GTCC shall prevail.

7. **Technical Documentation** – detailed technical documentation successfully drawn up by the Contractor in the course of the Contract performance concerning its performance, together with the as-built documentation, in particular including certificates, approvals and reports related to the performance of the subject of the Contract.
8. **Operating Schedule** (Schedule of works and expenditures) – a schedule drawn up by the Contractor, determining the activities to be carried out within the framework of the Designing and/or Assembly Works, accepted by the Principal prior to the Contract conclusion, constituting Appendix 5 to the Contract. The Operating Schedule shall be the basis for assessment of the value and deadlines for completion of devices and works, which are subject to partial acceptance inspections. The Operating Schedule shall include the division of tasks under performance of the subject of the Contract into stages, hereinafter referred to as the **Work Groups** as well as detailed deadlines and rules for advance payments towards the Contractor's Remuneration.
9. **Business days** – days of business week (Monday through Friday) which are not recognised as statutory holidays.
10. **Calendar days** – all days in a calendar year, including business days, Saturdays, Sundays and days recognised as statutory holidays.
11. **Contractor's Remuneration** – a lump sum of the total remuneration for the Contract performance, calculated by the Contractor and stipulated in § 4 of the Contract, in consideration of all the costs, expenses and obligations incurred by the Contractor for its proper performance, which shall not be subject to change, save only for the cases specified in detail in the Contract Provisions.
12. **Partial Acceptance Report** – a hand-over and acceptance report signed by the Parties each time upon acceptance by the Principal of individual Work Groups that shall be handed over by the Contractor to the Principal in a manner described in detail in the Operating Schedule. The Partial Acceptance Report signed without any reservation of the Principal shall form a basis for making advance payments towards the Contractor's Remuneration pursuant to the rules stipulated in § 10 hereof.
13. **Final Acceptance Report** – a hand-over and acceptance report signed by the Parties upon final acceptance by the Principal of the whole of the works performed by the Contractor under the Contract. The Final Acceptance Report signed without any reservations of the Principal shall form a basis for payment of the Contractor's Remuneration pursuant to the rules stipulated in § 10 of the hereof.
14. **Post-warranty Report** – a hand-over and acceptance report signed by the Parties upon expiry of the quality warranty period, referred to in § 14 hereof. The Post-warranty Report signed without any reservation of the Principal shall form a basis for paying back to the Contractor the amount retained by the Principal pursuant to the rules stipulated in § 10 hereof.
15. **Purchase Items** – materials and component necessary for the Contractor's performance of the subject of the Contract that must be purchased from a third party. A detailed scope of the Purchase Items and rules for their delivery, including the distribution of the obligation to purchase them among the Principal and the Contractor shall be specified in the List of Purchase Items, including a list of purchase instructions for the Elements and constituting Appendix 6 to the Contract.
16. **Purchase Order** – a document generated by an internal IT system of the Principal, defining basic terms of performance of the subject of the Contract, constituting Appendix 7 to the Contract.
17. **Defects** – any shortages, defects, faults or other irregularities in the performance of the works under the Contract, in particular arising from the failure of the Contractor to perform the Contract in compliance with the Contract Provisions.

## **General Issues**

### **§ 2.**

1. The Parties represent that as of the date of the Contract conclusion they are fully capable of fulfilling the Contract Provisions on the dates specified therein. Moreover, the Parties represent that:
  - 1) the Parties have been duly authorised to conclude and perform the Contract and any action referred to in the Contract Provisions and the obligations arising from the Contract Provisions shall be valid and binding upon them;

- 2) there is no legally valid court or administrative decision made with reference to the Parties, which would prevent the Parties from concluding the Contract or performing it in a proper manner;
  - 3) the Parties are not undergoing ownership transformations or reorganisation which would prevent the performance of the Contract or its proper performance.
2. The Contractor represents that:
- 1) it is duly entered in the relevant register of entrepreneurs and acts in compliance with the law valid in the Republic of Poland, is in full power to carry out business activity within the scope covered by the subject of the Contract,
  - 2) there are no tax arrears or other arrears in non-tax payments due to the state budget or budgets of local government units, to the establishment and determination of which tax authorities are entitled pursuant to the provisions of the Tax Ordinance Act of 29 August 1997 (Journal of Laws of 2005 No. 8 item 60, as amended),
  - 3) it is a payer of tax on goods and services pursuant to the provisions of the Act of 11 March 2004 on Tax on Goods and Services (Journal of Laws of 2011 No. 177 item 1054, as amended),
  - 4) the bank account provided in the Contract is the basic account used by the Contractor for purposes of the business activity conducted,
  - 5) the Contractor's Remuneration has been calculated by the Contractor in consideration of all the obligations of the Contractor stipulated in the Contract Provisions, and in particular stipulated in §6 hereof, as well as in consideration of all the costs and expenses that may be incurred by the Contractor in connection with the proper performance of the subject of the Contract,
  - 6) it accepts and has read in detail the Principal's requirements within the scope of works and services performed in the Working Area, resulting from the guidelines defining internal procedures of the Principal's supervision over Contractors (HS06 procedures) and that its employees, associates and subcontractors will be obliged to comply with those requirements. The Contractor shall be fully liable for potential breach of the aforementioned requirements by its employees, associates or subcontractors,
  - 7) it has read the design and technical assumptions as well as scope of the subject of the Contract stipulated in the Contract Provisions, and in particular in the Technical Specification and the Documentation, and represents that the obtained information enabled it to make a clear assessment of the scope of works, conditions and technical requirements as well as the time necessary for proper performance of the works under the Contract and allowed proper preparation of the Operating Schedule and proper calculation of the Contractor's lump-sum remuneration,
  - 8) it has read in detail all the documents constituting appendices to the Contract, including the GTCC, the Technical Specification and the Documentation and has verified them as for their technical accuracy and completeness and represents that it has not identified any errors, discrepancies or omissions that could affect the proper Contract performance.
3. The Principal represents that it is a payer of tax on goods and services pursuant to the provisions of the Act of 11 March 2004 on Tax on Goods and Services (i.e. Journal of Laws of 2011 No. 177 item 1054, as amended).

### **Representations**

#### **§ 3.**

It is implicitly assumed that the representations and warranties of the Parties included in the Contract Provisions have not changed. In the case of such changes the Parties shall immediately notify the other Party about the fact in writing within a maximum period of 3 (three) calendar days.

### **Subject of Contract**

#### **§ 4.**

1. The Contractor shall ensure that the subject of the Contract complies with the requirements stipulated in the Contract Provisions, in particular the requirements stipulated in the Technical Specification and the Documentation and that it is completed in accordance with the Operating

- Schedule which shall be a condition for acceptance by the Principal of the Partial Acceptance Reports, Final Acceptance Report and Post-warranty Report.
2. Should the subject of the Contract be an invention, utility model or industrial design in its nature within the meaning of the Act of 30 June 2000 on Industrial Property Law (i.e. Journal of Laws of 2003 No. 119 item 1117, as subsequently amended), the Principal shall have the right to obtain a patent for the invention or a right of protection for the utility model as well as the rights under registration of the industrial design and the remuneration stipulated in § 4 of the Contract shall include also the remuneration referred to in the provisions of Article 22 of the Act.
  3. On the day of signing the Final Acceptance Report the Contractor shall transfer to the Principal the ownership of at least one copy of the detailed design resulting from the Design Works (if they are defined as subject of the Contract) and the Technical Documentation as well as proprietary copyrights to the documentation (i.e. to the one resulting from the Design Works or to the Technical Documentation) together with the right to exercise and to allow the exercise of the neighbouring copyrights in the following fields of exploitation:
    - a) within the scope of fixation and reproduction of the work – the production of copies of the work by way of using any specific technique, including the printing, reprographic, magnetic storage and digital techniques;
    - b) within the scope of trade in the original work or the copies on which the work has been fixed – the distribution, gratuitous lending or rental of the original or copies;
    - c) within the scope of dissemination of the work in a manner other than the specified in point b) – public performance, exhibition, presentation, communication, broadcasting and re-broadcasting as well as making the work available to the public in a manner allowing every person to have access to such work in a place and at a time of their own choice.
  4. The transfer of the rights, referred to in Section 3 hereof, shall not be limited as for the purpose of dissemination, time or territory and the rights may be further transferred to other entities with no limitations.
  5. The Technical Documentation and the works covered by the subject of the Contract shall be performed in compliance with the provisions of the law valid in Poland and with the Polish standards.

### **Quality of Subject of Contract**

#### **§ 5.**

1. After becoming familiar with the factual and legal situation concerning the conclusion and performance of the Contract, the Contractor represents that it has the experience, expertise, qualifications, personnel and means necessary for timely and proper performance of the subject of the Contract and it has become acquainted with the Technical Specification and the Documentation as well as the scope of works covered by the subject of the Contract, and that it has obtained complete information about the local conditions in the Working Area and the obtained information enabled it to make a clear assessment of the scope of works, conditions and time necessary for proper performance of the subject of the Contract and allowed final calculation of the Contractor's total lump-sum remuneration.
2. The Contractor represents that:
  - 1) the subject of the Contract shall be performed in compliance with the quality and diligence standards observed in business dealings by renowned companies performing works of a similar nature and shall be performed in compliance with the generally applicable provisions of the law, the Technical Specification, the Documentation, the technical requirements of technical supervision authorities (as long as such supervision is legally required), the technical state of the art, the applicable Polish Standards and Industrial Standards and the Contract Provisions,
  - 2) during the performance of the subject of the Contract it undertakes to strictly comply with the fire regulations, health rules, occupational health and safety at regulations, the internal regulations in force in the Working Area and environmental protection regulations. Moreover, the Contractor shall accept full liability for any breach of the aforementioned obligations by its employees, associates and subcontractors. If, pursuant to the applicable provisions of the law, the liability lies with the Principal, the Contractor shall reimburse the Principal for all the costs incurred on that account (in particular any costs arising

- from the obligation imposed on the Principal to pay damages or administrative penalties as well as costs related to any potential civil, penal or administrative proceedings).
3. The Purchase Items delivered by the Contractor must be brand new, free from any shortages, defects, faults, errors or other irregularities and must be permitted for use by the appropriate Polish institutions and have the required approvals or be made in accordance with the relevant Polish Standard. The Contractor shall deliver the Purchase Elements together with any required certificates and approvals. The Contractor shall submit the required approvals, certificates, reports, etc. concerning the Purchase Elements to the Principal each time upon their delivery to the Working Area. The Principal shall be authorised to verify the quality of the Purchase Items and their compliance with the Contract Provisions. If, as a result of test made, it appears that the Purchase Elements are non-compliant with the Contract Provisions, the Contractor shall reimburse the costs of such tests. In such a situation the Contractor shall deliver the Purchase Items compliant with the Contract Provisions at its own expense.
  4. Should it be necessary to buy any extra purchase items not provided for in the Technical Specification and required for the performance of the subject of the Contract, the Contractor shall report such need to the Principal within 3 (three) business days. The Principal shall determine whether it will buy the items on its own or oblige the Contractor to do so. The purchased extra purchase Items must meet all the criteria stipulated in the Contract Provisions. Should the Contractor be obliged to buy the extra purchase Items, the Principal shall reimburse the Contractor for the purchase price paid within 30 (thirty) calendar days from their delivery to the Working Area, up to the price amount determined in the first place: individually between the Principal and the Contractor, and if no such arrangements are made, in the second place: in accordance with the price list included in the Contract, and if no such arrangements are made, in accordance with the average prices determined by SEKOCENBUD (System of Computer Information on Prices in the Construction Industry) as at the date of purchase. If the extra purchase items are not included in the aforementioned price information system their purchase by the Contractor shall each time require prior confirmation by the Principal in writing.
  5. The Contractor shall be fully liable for the materials and devices located in the Working Area, including the Purchase Items. Should any materials or means delivered by the Principal, including the Purchase Items delivered by the Principal, be used by the Contractor for the performance of the works under the Contract, the risk of their accidental loss or damage shall pass to the Contractor upon their acceptance to the Working Area.
  6. Any changes in the technology or manner of performance of the subject of the Contract, stipulated in the Contract Provisions, shall require prior acceptance by the Principal in writing.
  7. In the event of the Contractor's doubts concerning the compliance of its acts or omissions with the Contract Provisions or in the case of discrepancies or vagueness in this respect, the Contractor shall be obliged to immediately address the Principal with an inquiry and the Principal shall provide explanation to the Contractor. The Contractor's submission of an inquiry concerning clarification of doubts shall not result in the exclusion or limitation of the Contractor's liability for improper performance of the obligations under the Contract. The Principal shall provide the explanation in writing within 7 (seven) calendar day from the receipt of the inquiry. The Principal shall be entitled to appoint people authorised to provide such explanation on its behalf. The provision of the explanation by the Principal shall not relieve the Contractor from liability for the failure to perform or for improper performance of the subject of the Contract.
  8. The Contractor cannot plead that it has been or has not been sufficiently supervised within the scope of technical aspects of the works carried out under the Contract.
  9. The Principal or a person representing it shall be entitled to inspect and control the Working Area at any time during the performance of the subject of the Contract. The Contractor shall provide the aforementioned persons with the possibility to conduct the inspection within the scope requested by them.
  10. In the case of imposition of technical solutions by the Principal which differ from those stipulated in the Contract Provisions within the scope of the works under the Contract, the Contractor shall be relieved from liability for the scope of works imposed by the Principal, subject to the prior submission of written opposition to their application and provision of written account of the reason for disapproval and consequences arising from the application of the solutions imposed by the Principal.

**Obligations of Contractor  
§ 6.**

The obligations of the Contractor with respect to the subject of the Contract shall include in particular:

1. fulfilment of obligations stipulated in the Contract in compliance with the Contract Provisions, including the applicable standards, principles of technical knowledge, generally applicable provisions of the law, on the dates arising from the Contract Provisions, in particular those defined in the Operating Schedule;
2. performance of the subject of the Contract with the use of its own tools and devices, unless other rules has been defined by the Principal in the Technical Specification;
3. fulfilment of the obligations stipulated in the Contract Provisions with the utmost diligence determined by the expert and professional nature of the Contractor's business activity;
4. cooperation with the Principal to ensure the efficient and proper performance of the works under the Contract;
5. in the case of carrying out the Design Works, the preparation of designs covered by the subject of the Contract and their submission to the Principal in 2 (two) paper copies and in the electronic form (in a file format to be specified by the Principal) as well as obtaining the Principal's approval for them according to the rules and on the dates defined in the Technical Specification and the Operating Schedule. Ensuring proper preparation and organisation of the works in compliance with the applicable provisions of the law and the arrangements made in the Contract Provisions;
6. incurring all costs related to the organisation of the works, power and water consumption, etc. in the Working Area;
7. carrying out the works under the Contract without any down-time;
8. ensuring protection of property and safety conditions in the Working Area;
9. maintaining the Working Area in order and in a state free from traffic obstacles (in the traffic zone indicated by the Principal in writing), removal of all waste from the Working Area on a current basis and storing all auxiliary devices and redundant materials, waste and litter generated in connection with the work performance and unnecessary provisional devices in designated places in a manner previously approved by the Principal;
10. ensuring the collection and proper, legal disposal of waste generated during the works in the Working Area. The Contractor represents that within the scope of the waste generated during the works performed by it the Contractor is a waste producer and shall fulfil all the obligations legally imposed on the waste producer, in particular the obligations stipulated in the Act of 27 April 2011 on Waste (i.e. Journal of Laws of 2010 No. 185 item 1243, as amended). In the vicinity of the performed works the Contractor shall provide its own containers for selective waste collection, marked with the company name. In the case of large size waste the Contractor shall ensure the delivery of a container and its placement in the external area after the location is agreed with the environmental protection section of the Principal.
11. submission of current Material Safety Data Sheets in Polish for all the supplied chemical substances and mixtures;
12. participation in working sessions, meetings, expert tests and examinations organised by the Principal;
13. conducting a post-completion survey of the works and drawing up the Technical Documentation together with the as-built documentation, including the delivery of any required approvals, quality certificates, potential results of tests of the delivered products (as long as required by the applicable provisions of the Polish law or the Polish standards);
14. performance of the subject of the Contract with the provision of appropriate means of transport at its own expense, including fulfilment by the Contractor all obligations regarding delivery of dangerous goods via road way according to the requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) prepared in Geneva on 30 September 1957 in case of documents, transport, truck, which shall be included in the Contractor's Remuneration;
15. performance of the subject of the Contract with the use of appropriate devices and machines within the scope justified by the Contractor's technology of assembly, at its own expense, the cost of which shall be included in the Contractor's Remuneration;
16. provision of parts, assembly and qualified supervision over the assembly of the devices and machines delivered by the Contractor;
17. performance of the subject of the Contract with the use of its own materials and materials delivered by the Principal, according to the rules stipulated in detail in the Technical Specification;

18. ensuring the quality of materials as required by the Contract Provisions. Unless other arrangements are made within that scope, the Contractor shall ensure the best quality of materials, meeting all the standards concerning quality and admissibility stipulated in the provisions of the law;
19. submission, at the request of the Principal, of a current list and legally available information concerning Subcontractors performing works in the Working Area;
20. submission to the Principal of a list of devices and machines used by the Contractor for assembly in order to perform the subject of the Contract;
21. resolution of doubts of technical nature arising during the works;
22. in the case of damage to or destruction of the works or any part thereof during the performance of the subject of the Contract for reasons attributable to the Contractor – repairing, at its own expense, the damage and destructions and restoring the works to the previous condition;
23. organisation and implementation of the works in a way consistent with the Operating Schedule;
24. safety and order control in the Working Area during the assembly and start-up until their final acceptance by the Principal;
25. removal from the Working Area of all devices of the temporary welfare facilities, waste and any other things belonging to the Contractor after the works completion;
26. provision of the necessary machines and observance of occupational health and safety rules during the Assembly Works, at the expense and responsibility of the Contractor (temporary scaffoldings, tools, welding machines, measures to protect the production area from dirt, etc.);
27. maintaining order and daily cleaning of the Working Area;
28. preparation of written reports presenting the progress of works in relation to the Operating Schedule at each request of the Principal;
29. conducting a topographical survey (including necessary geodetic measurements) and legally required electrical measurements, necessary for the proper performance of the subject of the Contract;
30. agreeing the performance of installation and assembly works with competent institutions/representatives of competent authorities/authorised representatives of the Principal named in the Contract, the Technical Specification or the Documentation, obtaining written consent for their performance and performing them, as far as possible, without disturbing normal operations in the Working Area.

The listing of the Contractor's obligations herein is indicative and does not exhaust the whole scope of obligations of the Contractor under the Contract Provisions and cannot form a basis for the Contractor's refusal to perform any task not listed explicitly therein and instrumentally necessary for the proper performance of the subject of the Contract.

#### **Obligations of Principal § 7.**

The obligations of the Principal shall include:

1. ensuring funds for proper performance of the subject of the Contract and timely settlement of amounts due to the Contractor, subject to the provisions of § 18(6) hereof;
2. handing over of the Working Area to the Contractor in a manner defined in the Operating Schedule, on the basis of a relevant hand-over and acceptance report;
3. cooperation with the Contractor according to the terms and conditions laid down in the Contract Provisions, including immediate notification of positions concerning the Contractor's proposals in the cases specified in the Contract Provisions within a maximum period of 5 (five) business days, unless a different date has been specified in the Contract Provisions or agreed by the Parties;
4. ensuring potential deliveries by the Principal, including those of the Purchase Items, on the agreed dates causing no delays in the performance of the subject of the Contract, according to the rules defined in detail in the Technical Specification;
5. complying with the requirements of the safety instructions in the Working Area and complying in this respect with the instructions given by persons authorised by the Contractor;
6. notifying the Principal's employees and other Contractors or Subcontractors of the safety rules related to the stay and work in the Working Area;
7. limitation of access for third parties and employees to the Working Area during the Assembly Works or limitation of traffic in that area;

8. ensuring occupational health and safety of the Contractor's employees at the Principal's premises, where the Contractor's employees need to be or where it is necessary to use means of transport or communication;
9. providing access to the Working Area and making it possible to make use of passageways during the Assembly Works and start-up in accordance with current arrangements with the Principal;
10. providing training for the Contractor's employees, associates or Subcontractors on the occupational health and safety rules in the Working Area within the scope of locally applicable provisions and regulations, providing an emergency list concerning the risks of fire, electric shock or other accidents.
11. Protection of human health and environment in all areas of activity.
12. Identifying of environmental aspect in all actions, keep trying to minimize of any negative influence on environment, reducing generating of wastes through double use and material recycling where it is possible and optimization of natural resources consumption.
13. Ensure the conformity with all applicable environmental regulations and requirements of the clients.
14. Promotion of environmental awareness among employees, through organizing of appropriate trainings for those whose activity can cause of significant environmental aspect.
15. Informing of suppliers, contractors and subcontractors about content of environmental policy and the importance of environmental requirements.
16. The Principal's main aim is as follows: lead the controlled and environment safe water-effluent activity in all areas of the factory; use techniques to minimise the capability of the pollutions generated by activity of the plant to penetrate to the air, land and water; lead the reasonable activity referring to water, raw materials, packaging and other materials.
17. In order to keep the control of the persons entering and leaving the factory area, each employee of the Contractor will get the electronic identification card being the pass to enter the factory. The card will be given to the employee of the Contractor in the day of completion of internal safety training (before beginning of the work) based on written acceptance. The card shall be used always at entering or leaving the factory area, scanning it in the card reader, as per guard service instructions. After completion of the job the cards shall be returned to the Principal's representative of the Safety Dept.

**Dates**  
**§ 8.**

1. Irrespective of the possibility to exercise other rights stipulated in the Contract Provisions, the Principal shall be entitled to commission third parties (Substitute Contractors) to perform a part or the whole of the subject of the Contract, including repair and supplementary or additional works undertaken to remove irregularities in the Contract performance by the Contractor, including delays or Defects, if following the receipt of a written call from the Principal to remove them the Contractor:
  - a) is in delay in commencing the performance of the subject of the Contract for 10 (ten) calendar days, or
  - b) during performance of the subject of the Contract is in delay in commencing or completing any of the Work Groups defined in the Operating Schedule for more than 7 (seven) calendar days, or
  - c) has interrupted the works during performance of the subject of the Contract in a way inconsistent with the Contract Provisions for reasons attributable to the Contractor or for a different unjustified reason and has not been performing them for at least 10 (ten) calendar days, or
  - d) has been performing the works in a way inconsistent with the with the Contract Provisions or persistently neglecting the performance of contractual obligations or performing the works in a way threatening the timely performance of the Contract and has not undertaken actions aimed at the proper Contract performance within an additional period of 10 (ten) calendar days.
2. The Principal shall notify the Contractor in writing about commissioning of the works to the Substitute Contractor(s). Next to the submission of the notification, referred to in the first sentence, the Principal may exercise the right to terminate the Contract with immediate effect, to which §18(4)-(5) hereof apply. The Principal cannot exercise the right to commission the performance of the subject of the Contract to third parties if the failure to meet the deadlines defined in the calls is impossible due to reasons attributable to the Principal and this fact is notified

by the Contractor to the Principal in writing together with providing the relevant justification. The Parties shall make every effort to settle the issue in an amicable manner. It shall not relieve the Contractor from liability for damage caused to the Principal according to the rules stipulated in the Contract Provisions.

3. In the case referred to in Section 1 hereof the Contractor shall provide access to the Working Area for the Substitute Contractors appointed by the Principal on the date and on the terms defined by the Principal and shall cooperate with them, also by giving access to requested documents in order to enable them to complete the works commissioned by the Principal. The Contractor's Remuneration shall be decreased by the value of remuneration of the Substitute Contractor(s).
4. The Contractor shall not be liable for the failure to meet the deadlines in the case when the failure has been caused by reasons attributable to the Principal or a third party, for which the Principal is liable or as a result of the Principal's exclusive negligence. In such a case, the date of completion of the subject of the Contract shall be extended by the time of the Contractor's delay caused by the aforementioned reasons.
5. If the performance of the works by the Contractor has been interrupted in any way as a result of the event of Force Majeure, it shall notify the Principal about that fact in writing within a maximum period of 3 (three) calendar days from the date of occurrence of the events. Should the Contractor fail to notify the Principal about the occurred causes within the designated time limit, it may not invoke the occurrence of an event of Force Majeure and shall be liable towards the Principal for any consequences caused by the interruptions. The Contractor shall undertake all economically reasonable measures to remove such interruptions.
6. The Principal reserves the right to suspend the performance of the works concerning the performance of the subject of the Contract without providing any reason. The Principal shall notify the Contractor about the intention to suspend the works 10 (ten) calendar days prior to the date of the planned suspension.
7. Should the suspension last for more than 90 (ninety) calendar days, the Principal shall settle the whole of the works performed until the suspension date and, furthermore, it shall pay the Contractor for the materials and devices purchased and ordered by the Contractor and delivered to the premises of the Principal for the purpose of the Contract performance, on the basis of submitted purchase invoices or approved cost estimates. In the event of suspension of performance of the subject of the Contract the Principal shall secure the works under the Contract and shall ensure the supervision over the Working Area during the suspension period.

### **Remuneration**

#### **§ 9.**

1. A detailed amount of the total Contractor's Remuneration for the performance of the subject of the Contract shall be stipulated in §4 of the Contract.
2. The net Remuneration amount shall be increased by VAT at the rate prevailing as at the invoice issuance date pursuant to the applicable law. The remuneration, including advance payments referred to in §10, shall be paid to the Contractor on the basis of VAT invoices correctly issued by the Contractor after the Principal signs a relevant acceptance report without any reservation.
3. The remuneration, referred to in Section 1 hereof, shall include all the costs to be incurred by the Contractor in connection with the performance of the subject of the Contract, thus exhausting all claims of the Contractor against the Principal in respect to the performance of the subject of the Contract and the Contractor may not demand any amounts exceeding the remuneration stipulated in Section 1 hereof from the Principal, subject to potential exceptions within that scope, directly stipulated in the Contract Provisions.
4. For the avoidance of doubt, should the subject of the Contract be an invention, utility model or industrial design in its nature within the meaning of the Act of 30 June 2000 on Industrial Property Law (i.e. Journal of Laws of 2003 No. 119 item 1117, as subsequently amended), and the Parties have not concluded a separate agreement within that scope, the remuneration stipulated in Section 1 hereof shall include also the remuneration of the Contractor referred to in the provisions of Article 22 of the Act.
5. For the avoidance of doubt, if the Parties have concluded a separate agreement referred to in Section 4 hereof, the remuneration stipulated in Section 1 hereof shall include also all amounts due to the Contractor from the Principal, including license fees for the use of the invention, utility model or industrial design by the Principal.

6. For the avoidance of doubt, the remuneration stipulated in Section 1 hereof shall include also all amounts due to the Contractor from the Principal, including remuneration for the transfer of proprietary copyrights, referred to in §4(3) hereof.
7. The Post-warranty Report, signed by the Contractor and the Principal without any reservation, shall be the basis for settlement of the final subject of the Contract.

### **Payments**

#### **§ 10.**

1. The Principal shall pay the Contractor's Remuneration on the basis of the final invoice, issued on the basis of the Final Acceptance Report signed by the both Parties without any reservation, subject to the provisions of Section 9 hereof.
2. The Contractor's Remuneration shall be subject to advance payments by the Principal according to the progress in the Work Groups defined in the Operating Schedule which shall be made on the basis of partial invoices issued by the Contractor on the basis of the Partial Acceptance Reports signed by the both Parties without any reservation.
3. The payment of advances, referred to in Section 2, shall be subject to prior submission by the Contractor of the irrevocable bank guarantee payable on first demand for a minimum amount equal to the Contractor's Remuneration, valid for at least 90 (ninety) calendar days from the date of signature of the Final Acceptance Report without any reservation. The Contractor shall be obliged to present evidence of the continuity of the bank guarantee at each request of the Principal.
4. The settlement of the advance payments, referred to in Section 2, shall be made by a deduction of the amount of the advance payments from the Contractor's Remuneration included in the final invoice issued on the basis of the Final Acceptance Report.
5. The amounts due to the Contractor shall be paid by transfer from the Principal's bank account to the Contractor's bank account within 30 (thirty) calendar days from the date of acceptance by the Principal of the invoice issued by the Contractor according to the terms stipulated in the Contract, following the acceptance inspections concerning individual Work Groups; however, the date of debiting the Principal's bank account shall be considered the payment date.
6. Till the Final Acceptance date the Principal shall retain 10% (ten percent) of the net amount of each invoice issued on the basis of each Partial Acceptance Report as security for claims arising from the proper Contract performance by the Contractor.
7. The amount securing the good performance, referred to in Section 6 hereof, shall be paid by the Principal to the Contractor after offsetting any potential amounts due from the Contractor, within 30 (thirty) calendar days from the date of signature of the Final Acceptance Report by the Principal without any reservation.
8. The Principal shall retain 10% (ten percent) of the net amount of the Contractor's Remuneration from the Contractor's Remuneration payable following the signature of the Final Acceptance Report till the expiry of the quality warranty period defined in §14 hereof as security for claims under quality warranty or statutory warranty to which the Principal is entitled under the Contract.
9. The amount, referred to in Section 8 hereof, shall be paid to the Contractor after offsetting any potential amounts due from the Contractor, within 30 (thirty) calendar days from the date of drawing up of the Post-warranty Report.
10. The amounts retained by the Principal pursuant to Sections 6 and 8 hereof shall not bear interest.
11. All the invoices issued by the Contractor under the Contract shall be delivered to the address of the entity providing accounting services to the Principal, i.e.:

**Bridgestone EBS Sp. z o.o.**  
**Przegródka pocztowa nr 402,**  
**60-959 Poznań 2.**

### **Subcontractors**

#### **§ 11.**

1. The Contractor shall have the right to employ third parties as Subcontractors, unless the Principal has raised objections to them according to the rules stipulated in Section 2 hereof.
2. The Contractor shall be obliged to notify the Principal in writing about the intention to employ a Subcontractor, informing at the same time about the type and scope of works to be entrusted

to the Subcontractor and providing the Principal with the adequately documented information about the Subcontractor's qualifications. Within 5 (five) business days from the date of notification from the Contractor, including the information about the Subcontractor, the Principal shall give consent or object to the employment of a given Subcontractor. In the event of objection, the Contractor shall choose a different Subcontractor.

3. The Contractor shall be liable to the Principal for the actions and omissions of Subcontractors as for its own actions or omissions.
4. If pursuant to the applicable provisions of the law the Principal is obliged to pay remuneration to Subcontractors the Contractor shall reimburse the Principal for all the costs incurred by it on this account. At each request of the Principal the Contractor shall submit declarations of Subcontractors confirming that it is not in arrears with payments to them.

### **Change of Subject of Contract**

#### **§ 12.**

1. If as a consequence of circumstances not provided for in the Contract Provisions it is necessary to extend the material scope of the Contract, which results in the need for the Contractor to perform additional works not provided for in the Contract Provisions the Parties shall agree the scope of such works, schedule for their performance and amount of the additional Contractor's Remuneration by way of a separate agreement to which the Contract Provisions shall apply.
2. The Contractor cannot undertake any action relating to the performance of the additional works, referred to in Section 1 hereof, without prior notification in writing to the Principal of the need to perform them, including the relevant justification and without signing the additional agreement, referred to in Section 1 hereof, by the Parties. It shall not apply to any actions the omission of which could put the Principal at the risk of loss. In such a case, the Contractor shall notify the Principal immediately, within a maximum period of 3 (three) calendar days, about the need to perform them and about the risk of loss together with the relevant justification and shall immediately take steps in order to conclude the agreement, referred to in Section 1 hereof.

### **Acceptance of Works**

#### **§ 13.**

1. The Contractor undertakes to prepare elements of the works under the Contract for acceptance by the Principal in a manner defined in detail in the Operating Schedule, in particular for individual partial acceptances, the final acceptance and post-warranty acceptance, specified therein.
2. The Contractor shall notify the Principal in writing about being ready for the acceptance inspection, offering at least 3 (three) different dates for acceptance, at least 14 (fourteen) calendar days in advance of the earliest of the offered dates. Together with this notification the Contractor shall provide the Principal with the complete documentation relating to the acceptance inspection, allowing the assessment of correct performance of the subject of the Contract, subject to Section 11 hereof. In the case of any deficiencies or irregularities in the documentation, making it impossible or difficult for the Principal to conduct the acceptance inspection, the Contractor shall supplement the documentation at each request of the Principal within 5 (five) calendar days from the date of such request. Until the documentation is properly supplemented by the Contractor the acceptance inspection shall not commence.
3. The Principal shall conduct an acceptance inspection of temporary or concealed works following prior notification to the Principal at least 5 (five) days in advance about the need to accept the works, subject to the provisions of Section 2 hereof. Should the Contractor fail to notify the Principal about such works being ready for acceptance, the Contractor shall uncover the works or make it possible in any other way to perform tests necessary for verification of the scope and manner of performance of the works and then shall restore the works to the previous condition at its own expense. Any negative consequences of the failure of the Principal to conduct an acceptance inspection of temporary or concealed works within the time limit stipulated in the Contract Provisions due to reasons exclusively attributable to the Principal shall be charged to the Principal.

4. Apart from authorised representatives of the Parties and other persons named by the Principal, also surveyors appointed by the Parties may participate in the acceptance inspection. The participation of the surveyors shall not affect the scope of liability of the Contractor for the performance or proper performance of the subject of the Contract.
5. During each acceptance inspection a hand-over and acceptance report shall be drawn up and it shall describe the work elements and status, including the condition and performance of the installed devices, with the specification of all the Defects and deadlines for their removal defined by the Principal. The acceptance inspection shall be suspended until all the detected Defects are removed and shall be continued when the works with the Defects removed are presented to the Principal for acceptance (the provisions of Sections 2 and 3 shall apply, accordingly). If any defect is detected again the acceptance inspection is suspended once again according to the rules stipulated herein. The acceptance shall be considered completed only if the relevant report is signed without any reservation by the Principal, subject to the provisions of Sections 7 and 8 hereof.
6. During the acceptance inspection the Contractor shall make a test start-up of the installed technical devices. Should the acceptance inspection take more than one day the report shall indicate the date of the acceptance inspection completion which shall be the acceptance date. Under no circumstances shall it be allowed to assume that the acceptance inspection has been completed in an implicit manner, without the observance of the procedure stipulated in the Contract Provisions.
7. If the Contractor fails to remove all the Defects within the relevant time limits defined by the Principal, irrespective of the possibility to exercise other rights stipulated in the Contract Provisions, the Principal shall be entitled to commission third parties to remove them and to complete the unfinished works according to the rules stipulated in §8 hereof.
8. If the Principal detects that the works or products have defects, which diminish or even exclude the possibility of full use of the subject of the Contract in accordance with its intended use and which have not been removed by the Contractor within the time limit appointed by the Principal, irrespective of the possibility to exercise other rights stipulated in the Contract Provisions, the Principal shall have the right to accept them with the Defects identified during the acceptance inspection. In such a case, the Contractor's Remuneration for the defective works and products shall be decreased accordingly by the Principal. In the event of defects that make it completely impossible to use the subject of Contract by the Principal, the Contractor shall be entitled to no remuneration.
9. Should the Principal not accept the works that have been performed with the use of the Purchase Items delivered by the Principal or other materials and devices delivered by the Principal, the Contractor shall reimburse the Principal for their value.
10. The Contractor shall arrange and coordinate in terms of time the legally required acceptance inspection as well as approvals from the relevant administrative authorities, preceding the work acceptance by the Principal, in a way making it possible for the Principal to take part in these procedures. All the costs, including fees related to official acceptance procedures, shall be borne by the Contractor.
11. The Technical Documentation together with the as-built documentation should be submitted to the Principal at least 5 (five) business days prior to the final acceptance inspection, unless due to the need for the earlier acceptance by the Principal its individual elements must be submitted during the work performance. The provisions of Section 2 hereof shall apply accordingly.
12. The fact of conducting the partial, final or post-warranty acceptance inspections by the Principal shall not relieve the Contractor from liability for Defects identified during the acceptance inspections or for defects that are revealed after the date of the acceptance or have not been noticed and indicated during the acceptance inspection.
13. While assessing the performance and acceptance conditions, the Parties may use assistance of experts or surveyors appointed by them.

### **Quality Warranty and Statutory Warranty**

#### **§ 14.**

1. The Contractor shall give the Principal a quality warranty for the whole of materials and works which form the subject of the Contract. In particular the Contractor warrants that:
  - a) the subject of the Contract has been performed in a proper and complete manner in compliance with the Contract Provisions;

- b) the subject of the Contract has been performed in a manner complying with all the valid standards and generally applicable provisions of the law within that scope;
  - c) the materials, manners and measures used and applied during the performance of the subject of the Contract correspond to the properties stipulated in the Contract Provisions.
2. The quality warranty given by the Contractor shall mean in particular that:
- 1) In the case of detection of any Defect in the performance of the subject of the Contract the Contractor shall remove at the request of the Principal all the Defects reported by the Principal; however:
    - a) the Defect should be removed by the Contractor within a technically reasonable time limit agreed between the Parties and in the absence of such arrangement – within a maximum period of 14 (fourteen) calendar days from the moment of the Defect being reported by the Principal,
    - b) the works relating to the Defect removal shall be performed taking all the reasonable needs of the Principal into considerations and the commencement and completion of the Defect removal should be notified to the Principal in writing in a proper advance,
    - c) until the complete removal of the Defects in technical devices the Contractor shall provide a substitute device at the request of the Principal, if technically feasible,
    - d) the Defect removal shall be concluded with an acceptance inspection confirmed with a relevant report and the Contractor shall notify the Principal about the date of such inspection 3 (three) business days in advance. The Contractor cannot refuse to remove the Defect, irrespective of the amount of the related costs.
  - 2) Should the Contractor fail to remove all the Defects within the proper time limits specified according to Subsection 1 above, the Principal shall be entitled to:
    - a) commission third parties to remove the Defects at the expense and risk of the Contractor, or
    - b) reduce the Contractor's Remuneration due to the defective performance of the subject of the Contract.
  - 3) Should it be impossible to remove the Defects or should the Principal waive the right provided for in Subsection 1 above, the Principal shall be entitled to reduce the Contractor's Remuneration due to the defective performance of the subject of the Contract.
3. The term of the quality warranty shall be 24 (twenty four) months, counting from the date of signature of the Final Acceptance Report without any reservation by the both Parties.
4. The quality warranty period shall run in respect of the whole subject of the Contract (i.e. irrespective of signature of the Partial Acceptance Reports) only upon signature of the Final Acceptance Report without any reservation by the both Parties.
5. The quality warranty period shall be extended in respect of individual elements of the subject of the Contract for a period from reporting any Defect in such elements till its complete removal.
6. The terms and rules for quality warranty regarding the Purchase Elements shall be specified by their manufacturers. However, the Contractor shall make sure that the quality warranty periods regarding the Purchase Elements start to run not earlier than upon the moment when the period referred to in Section 4 hereof starts to run, unless it is impossible due to reasons beyond the control of the Contractor and attributable to the manufacturer. The Contractor shall incur all the costs of activation of the quality warranties given by manufacturers of the Purchase Items which have been included in the amount of the Contractor's Remuneration.
7. The Contractor shall issue a quality warranty document as of the date of the final acceptance inspection.
8. The Principal may exercise its rights under statutory warranty during the period laid down in the provisions of the Civil Code, from the date of signing a Partial Acceptance or the Final Acceptance Report with respect to the Defects in the subject of the Contract, irrespective of the rights under the quality warranty.
9. The Principal shall notify the Contractor about detection of the Defects in writing by means of a registered letter within 14 (fourteen) calendar days from the date of their detection.
10. Any statutory warranty claim may also be advanced after the expiry of the statutory warranty period if the Principal has reported the Defect existence to the Contractor in the statutory warranty period and the Contractor has not removed it.
11. Any quality warranty claim may also be advanced after the expiry of the quality warranty period if the Principal has reported the Defect existence to the Contractor in the quality warranty period and the Contractor has not removed it.

12. The Contractor shall not be liable under quality or statutory warranty for Defects in the devices and materials, the choice of which has been imposed by the Contractor despite an explicit objection of the Contractor to their use together with the relevant justification.
13. Should it be established that the Contractor has been called to remove Defects under quality warranty for unjustified reasons or that the Defects have been caused exclusively by the Principal, the Principal shall cover the costs of arrival of the Contractor's service technicians.
14. Within 7 (seven) calendar days preceding the expiry of the quality warranty period the post-warranty acceptance inspection shall be conducted in order to verify the condition of the subject of the Contract and of the removal of potential Defects in it. The provisions of §13 hereof shall apply accordingly.

### **Insurance**

#### **§ 15.**

1. The Contractor represents that prior to the Contract conclusion it has taken out the following insurance policies:
  - a) insurance against damage that may occur during the performance of the subject of the Contract in connection with specific random events for a minimum amount insured equal to the Contractor's Remuneration together with the value of the Purchase Elements,
  - b) civil liability insurance for a minimum amount insured equal to the Contractor's Remuneration together with the value of the Purchase Elements,that shall be valid at least until the Post-warranty Acceptance Report is signed without any reservation. Prior to the Contract conclusion the Contractor shall submit documents confirming the taking out of the insurance policies, referred to in points a and b, to the Principal and the Contractor shall present evidence of the continuity of their validity at each request of the Principal within 3 (three) business days from the receipt of such request.
2. Without the Investor's consent in writing the Contractor may not amend any terms, terminate or withdraw from the insurance policies, referred to in Section 1.
3. The insurance shall cover in particular:
  - a) the Purchase elements, including materials and devices delivered within the scope of performance of the subject of the Contract and all movable assets directly related to the performance of the works, against random events, including in particular fire, hurricane, flooding;
  - b) civil liability for damage to assets and property,
  - c) civil liability for damage and consequences of accidents concerning employees and third parties, which occurred in relation to the works performed, including the traffic of motor vehicles – civil liability insurance for renovation and construction works.

### **Satisfaction of Principal's Claims**

#### **§ 16.**

1. The Parties accept that any amounts due to the Principal from the Contractor, to which it is entitled pursuant to the Contract Provisions, shall be satisfied in the first place from the amounts retained by the Principal under §10(6) or (8) hereof.
2. If the satisfaction pursuant to Section 1 hereof is impossible or economically unreasonable for the Principal, the amounts due to which it is entitled from the Contractor pursuant to the Contract Provisions shall be satisfied by offsetting them against the Contractor's Remuneration.
3. If the satisfaction pursuant to Section 2 hereof is impossible or economically unreasonable for the Principal, the amounts due to which it is entitled from the Contractor pursuant to the Contract Provisions shall be satisfied by the Contractor within 14 (fourteen) calendar days from the receipt of the relevant Principal's request.

### **Guarantee Amounts**

#### **§ 17.**

1. Apart from the other rights which may be exercised by the Principal pursuant to the Contract Provisions, the Contractor shall also pay to the Principal:
  - a) a guarantee amount for delay in the timely start of the works covered by the subject of the Contract in an amount of 0.5% (five tenths of one percent) of the Contractor's Remuneration for each day of delay;
  - b) a guarantee amount for delay in the timely performance and final acceptance without any reservation of the whole subject of the Contract in an amount of 0.5% (five tenths of one percent) of the Contractor's Remuneration for each day of delay;
  - c) a guarantee amount for the very fact of the occurrence of any Defect in the subject of the Contract in an amount of PLN 1,000.00 (say: one thousand zlotys) for each Defect;
  - d) a guarantee amount for delay in performance of the obligation to submit the insurance policies, referred to in §15(1) hereof, to the Investor for inspection in an amount of PLN 100.00 (say: one hundred zlotys) for each day of delay;
  - e) a guarantee amount in the case of the Principal's termination or withdrawal from the Contract for reasons attributable to the Contractor in an amount of 10% (ten percent) of the Contractor's Remuneration;
  - f) a guarantee amount of 0.2% (two tenths of one percent) of the costs of works necessary for removing the Defects detected during the statutory or quality warranty period if the Contractor fails to remove them within the time limit stipulated in the Contract.
2. In the case of failure to observe the rules of occupational health and safety, environmental protection and other requirements arising from the HS06 procedure of supervision over Contractors the Contractor shall pay liquidated damages to the Principal according to the Rates of Liquidated Damages submitted and approved by the Contractor.
3. As per § 7 section 17, in the event of not returning or losing the electronic identification card by the Contractor's employee during the execution of the contract, the Contractor will refund to the Principal the cost of each lost card of the amount 10,00 PLN/pc net based on the debit note issued by the Principal.
4. The Principal reserves the right to claim supplementary damages in the amount of the actually incurred damage if the guarantee amounts stipulated in the Contract Provisions do not fully satisfy it.
5. The amount of the Contractor's Remuneration increased by VAT at the prevailing rate shall be the basis for calculation of all the amounts due listed in this paragraph.

### **Termination of Contract § 18.**

1. The Parties agree that the Principal shall have the right to terminate the Contract with immediate effect if:
  - a) the Contractor has been in delay in starting the performance of the subject of the Contract for at least 15 (fifteen) calendar days, despite the receipt of a relevant reminder in writing from the Principal, or
  - b) the Contractor has interrupted the performance of the subject of the Contract for reasons attributable to it or for other unjustified reasons and has not been performing it for a period of at least 15 (fifteen) calendar years, despite the receipt of a relevant reminder in writing from the Principal, or
  - c) the Contractor has been performing the subject of the Contract in a manner posing a threat to the environment and a threat to people or property as a result of failure to comply with the provisions of the law or the Contract Provisions, or
  - d) the Contractor has been making it impossible or otherwise difficult for the Principal or its representatives to carry out controls within the scope of verifying the correctness of the work performance by the Contractor, despite the receipt of a relevant reminder in writing from the Principal, or
  - e) the Contractor has not been performing the subject of the Contract in compliance with the Contract Provisions, despite the receipt of a relevant reminder in writing from the Principal and the expiry of the deadline set therein for the performance of the subject of the Contract in compliance with the Contract Provisions, or

- f) the Contractor has been in delay in the performance of the subject of the Contract for more than 15 (fifteen) calendar days in relation to the Operating Schedule, or
  - g) during the acceptance inspection of any of the Work Groups the Defects have been detected that cannot be removed or their removal will cause delay in handing over any of the Work Groups exceeding 10 (ten) calendar days, or
  - h) enforcement proceedings have been initiated against the Contractor and the amount subject to enforcement exceeds 25% (twenty five percent) of the Contractor's Remuneration unless the Contractor secures the performance of the subject of the Contract in a manner approved by the Principal.
2. The Principal shall be entitled to terminate the Contract with immediate effect under Section 1 hereof without a need for prior reminder to the Contractor or for prior setting of any deadlines within that scope if the act or omission of the Contractor may result in the risk of loss by the Principal or the risk of civil, administrative or penal liability on the part of the Principal or its employees or associates.
  3. The right to terminate the Contract with immediate effect, referred to in Section 1, shall be exercised by a statement submitted to the other Party in writing, including the relevant justification.
  4. If the Principal exercises the right to terminate the Contract with immediate effect, referred to in Sections 1 or 2 hereof, the Contractor shall:
    - a) draw up in cooperation with the Principal a report on quantity survey of works in progress as of the date of the Contract termination,
    - b) provide the Principal with the whole documentation received and drawn up so far in connection with the Contract performance, including the Technical Specification and the Documentation, possessed designs, approvals, opinions, expert opinions and permits, as well as all other documents required by the provisions of the law or the Contract Provisions,
    - c) secure, at its own expense, the interrupted works within an appropriate, technically reasonable scope,
    - d) immediately leave the Working Area and hand it over to the Principal at its first request.
  5. In the event of the Contract termination under Section 1 or 2 hereof, the Contractor shall be entitled to remuneration only for the works that have been properly performed by the day preceding the Contract termination date and are of economic importance to the Principal, properly documented and accepted by the Principal without any reservation. Furthermore, the Contractor shall reimburse the Principal for any costs caused by the need to entrust the performance of the subject of the Contract to a different Contractor, including the remuneration paid by the Principal to the other Contractor.
  6. The Principal shall be entitled to terminate the Contract with immediate effect also if as a result of the Contractor's delay in the performance of the subject of the Contract in relation to the Operating Schedule, including the exceeding of the deadline for completing the subject of the Contract referred to in §3(3) of the Contract, the Principal no longer has or will have funds for the performance of the subject of the Contract (closing of the budget as at the end of the year). In such a case the provisions of Sections 3-5 shall apply accordingly.

### **Final Provisions**

#### **§ 19.**

1. Any amendment to the Contract Provision shall require consent of the both Parties in writing or else shall be considered invalid.
2. The Contract shall be drawn up and be applicable in the Polish language version.
3. The Parties declare that in the event of any dispute arising from the interpretation or performance of the Contract Provisions they shall enter into negotiations in good faith to settle such a dispute.
4. Should the negotiations, referred to in Section 3, bring no joint solution of such a dispute within 14 (fourteen) calendar days from the written call to enter into such negotiations, the dispute shall be submitted by the Parties for resolution to the common court having jurisdiction over the registered office of the Principal.
5. All letters, statements and notifications submitted by the Parties in relation to the Contract should be sent by courier post or registered letter with confirmation of receipt to the addresses specified in the recitals to the Contract. The Parties allow for the possibility of submission of all correspondence by means of fax or electronic mail, but adducing the fact of delivering

a letter by any Party to the other Party shall be effective on condition of receiving return confirmation of receipt by a person authorised to represent the Party.

6. The Parties mutually undertake to notify each other about any change of address. In the case of failure to notify about the change of address and the consignment sent to the specified address being returned by post, the delivery to the address previously specified by the Party shall be deemed effective upon the expiry of 7<sup>th</sup> (seventh) calendar day from the day following the day of sending it, as long as the consignment has not been picked up by the addressee, regardless of the cause of such failure to pick it up.
7. The Parties undertake to keep in confidence both the contents of the Contract and all information related to its performance, in particular not to make it available or disclose to third parties. The above reservation shall not refer to disclosing information related to the performance of the Contract in cases when the disclosure of such information is required by the relevant provisions of the law or necessary for the proper performance of the Contract. The Contractor hereby warrants that it shall obligate its employees, associates and Subcontractors to maintain confidentiality according to the same rules and shall be fully liable for any breach thereof. Without prior written consent of the Principal the Contractor shall not be entitled to transfer the rights to any amount due under the Contract to third parties.
8. The terms and conditions of contracts between the Contractor and Subcontractors employed by it, in particular general conditions of payments and deliveries, shall not be binding upon the Principal and shall not be deemed applicable in relations between the Parties, even if the Contractor adduces them, for instance, in correspondence between the Parties.
9. Should any of the Contract Provisions be or become invalid, illegal or unenforceable, also as a result of a decision of a competent authority, the other provisions thereof shall remain valid. The Parties agree that the invalid, illegal or unenforceable provision shall be replaced with a valid, legal and enforceable provision the contents of which will reflect as closely as possible the economic goal of the provision found to be invalid, illegal or unenforceable. This clause shall apply accordingly to any loopholes in the Contract Provisions.
10. In the case of issues not regulated in the Contract Provisions the relevant provisions of the generally applicable law shall apply.
11. All the documents referred to in the Contract as appendices thereto shall form its integral part, irrespective of when they have been accepted by the Parties and regardless of whether they have been physically appended to each counterpart of the Contract or not.