**SUPPLY CONTRACT** **no. ZZ/25/02/000764**

concluded on 09.04.2025 in ………………… by and between:

**PIT-RADWAR S.A.**, a joint-stock company with its registered office in Warsaw (post code: 04-051), ul. Poligonowa 30, entered into the Register of Entrepreneurs of the National Court Register *[KRS]* run by the District Court for the Capital City of Warsaw in Warsaw, 14th Economic Division of the National Court Register, KRS No. 0000297470, NIP *[tax identification number]*: 5250009298, REGON *[tax identification number]*: 141301063, its share capital of PLN 459,651,130.00 being paid for in full, represented by the following persons acting jointly:

*……………………………………………………………….*

*………………………………………………………………..*

hereinafter referred to as the “**Contracting Authority**”,

and

**I.T.C. Intercircuit Electronic GmbH** legal entity incorporated under laws of München, with its registered office in Wasserburger Landstr. 280, 818127 München, Germany, registered in Commercial Register under the number HRB 81538, tax identification number: DE 129389890,

Share capital in the amount of EUR 50,000.00 represented by:

Erwin Franz-Xaver Härtl – President and CEO

hereinafter referred to as the “**Supplier**”.

**Preamble:**

As a result of the procedure launched to purchase machine **THP 35 Double Chamber Hole Filler** with **PD 50 Wet Sanding Machine**, procedure No. ZZ- 020165, conducted by the Contracting Authority pursuant to the Act of 23 April 1964 – the Civil Code (Dz.U. *[Polish Journal of Laws]* of 2024, item 1061, as amended), including the arrangements made by the Parties in the course of negotiations, reading as follows:

The Parties declare that, as at the date of conclusion hereof, they are active and properly registered goods and services tax payers. In case its VAT payer status changes, the Supplier shall promptly notify the Contracting Authority of that fact in writing, no later than within 7 days of the occurrence of an event causing such change.

The Contracting Authority warrants and represents that it has the status of a large entrepreneur, within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (Journal of Laws of 2023, item 1790).

**Definitions:**

**Days** – calendar days;

**Working days** – days from Monday through Friday, excluding bank holidays binding in the Republic of Poland (under Article 1 of the Act of 18 January 1951 on bank holidays (consolidated text, Journal of Laws of 2025, item 296), and days off binding at PIT-RADWAR S.A.;

**Civil Code –** the Act of 23 April 1964 – the Civil Code (Journal of Laws of 2024, item 1061);

**Machine** – **THP 35 Double Chamber Hole Filler** with **PD 50 Wet Sanding Machine,** the composition and technical conditions of which are compliant with the Description of the Subject-Matter of the Contract as provided in Appendix 1;

**ACRR –** the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws of 2025, item 24, as amended);

**Preliminary Acceptance Report –** a document confirming the formal acceptance of the Supply Object by the Contracting Authority;

**Final Acceptance Report –** a document confirming the acceptance of the Subject-Matter of the Contract;

**Supply Object** – the Subject-Matter of the Contract as specified in Par. 1(1);

**Subject-Matter of the Contract** – the Subject-Matter of the Contract as specified in Par 1(2);

**Complaint –** the Contracting Authority’s notification regarding a Defect identified in the Subject-Matter of the Contract;

**Contract** – this Contract;

**Defect Removal** – restoration of the Subject-Matter of the Contract or the equipment, part, element or assembly covered hereunder, to a state compliant herewith, including the repair or replacement of a defective assembly/sub-assembly/part/element/material, or any equipment covered hereunder, with a new one, free from any Defects;

**Defect** – a Physical Defect or a Legal Defect;

**Physical Defect** – a defect consisting of the Subject-Matter of the Contract being non-compliant herewith, including any technical, material, workmanship or assembly-related defect, or an incomplete character. In particular, the Subject-Matter of the Contract shall be considered non-compliant herewith if:

* it does not have the qualities that an item of that kind should have to meet the objective specified in the Contract or resulting from the circumstances or purpose of that item,
* it does not have the qualities which the Supplier assured the Contracting Authority of, including by presenting a sample, a model or a plan,
* it is not suitable for the purpose indicated by the Contracting Authority to the Supplier upon concluding the Contract, and the Supplier has not raised any reservations as to such purpose,
* it has been delivered to the Contracting Authority in an incomplete condition,
* it has been incorrectly assembled, put together or created, if these actions have been performed by the Supplier or a third party for whom the Supplier bears responsibility, or by the Contracting Authority in accordance with the instructions provided by the Supplier;

**Legal Defect –** a defect existing when the Subject-Matter of the Contract is the property of a third party, is encumbered with third-party rights, or its use or disposal is limited due to a decision or order of a competent authority. In the case of the sales of a right, the legal defect may also consist of the non-existence of that right;

**Major Defects** – understood, in particular, as defects that prevent or significantly impede the use of the Supply Object (equipment with its components, subassemblies or any other parts) in a manner that is typical of that Supply Object, safe and consistent with the purpose of the Contract, the intended use of the Supply Object and the applicable regulations, without infringing upon the rights of third parties, including legal defects of the Supply Object;

**SPPC –** the Security for the Proper Performance of the Contract;

**SRAP** **–** the Security for the Repayment of the Advance Payment;

**Force Majeure** **–** an event or circumstance of an extraordinary character and beyond the control of the Supplier or the Contracting Authority; the occurrence of which could not have been prevented by the Supplier or the Contracting Authority, acting reasonably, before entering into the Contract; which, once it occurs, could not be avoided or overcome by the Supplier or the Contracting Authority, acting reasonably, and which cannot be, in principle, attributed to the Supplier or the Contracting Authority, including war, a natural disaster such as an earthquake or flood, explosion, fire, epidemic, riot, general strike on a national scale, etc. The Parties jointly agree that strikes launched by employees of the Supplier or by employees of its Collaborators shall not be considered Force Majeure. The COVID-19 pandemic shall not be considered Force Majeure either.

**§1**

**Subject-Matter of the Contract**

1. The Contract sets out the principles based on which the Contracting Authority orders, and the Supplier undertakes to supply in return for the remuneration determined hereunder, the Machine, along with the corresponding ownership title, to the Contracting Authority, and to assemble the Machine on the premises indicated by the Contracting Authority, together with all its elements, sub-assemblies, constituents and other parts, hereinafter referred to as the “**Supply Object**”, described in detail in Appendix 1 hereto.

2. The Subject-Matter of the Contract, hereinafter referred to as the “**Subject-Matter of the Contract”**, shall cover the following obligations of the Parties hereto:

1) the Supplier’s obligations to deliver the Supply Object to the Contracting Authority, together with the required documentation, to perform the assembly and start-up of the Supply Object, to conduct operation training, to provide a warranty for the Supply Object, and to perform other services which the Supplier is hereunder bound to perform; and

2) the Contracting Authority’s obligation to pay the agreed remuneration to the Supplier for the services indicated in Point 1.

3. The Supplier’s obligations to perform the services indicated in Par. 1 and Par. 2(1) above are further specified in the Supplier’s offer, hereinafter referred to as the “**Supplier’s Offer**”, which constitutes Appendix 2 hereto.

4. The parameters of the Supply Object and the accompanying documentation, including in particular the type and number of devices, their dimensions, auxiliary parts or accessories, technical data, warranty-related requirements and required documentation, are outlined in the technical specification which forms part of the Supplier’s Offer. For the avoidance of doubt, the Parties state that the minimum technical parameters of the Supply Object, required by the Contracting Authority, are contained in the terms and conditions of the procedure announced by the Contracting Authority.

5. The Supply Object shall include equipment with all its elements, subassemblies, constituents and other parts, which shall be brand new and originally packed in a manner preventing their mechanical damage and loss of quality parameters.

6. The Supply Object shall conform at least to the minimum requirements arising from:

1) the following EU regulations: Directive 2014/30/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to electromagnetic compatibility (regarding electromagnetic compatibility), Directive 2014/35/EU of the European Parliament and of the Council of 26 February 2014 on the harmonisation of the laws of the Member States relating to the making available on the market of electrical equipment designed for use within certain voltage limits (regarding electrical safety), and Directive 2000/14/EC of the European Parliament and of the Council of 8 May 2000 on the approximation of the laws of the Member States relating to the noise emission in the environment by equipment for use outdoors (regarding noise emission),

2) PN-EN technical standards transposing the European harmonised standards,

3) national provisions, including in particular the Act of 30 August 2002 on the product conformity assessment system (consolidated text, Journal of Laws 2023, item 215, as amended) (including those concerning the use of “CE” marks), the Act of 12 December 2003 on general product safety (consolidated text, Journal of Laws 2021, item 222, as amended), the Act of 13 April 2007 on electromagnetic compatibility (consolidated text, Journal of Laws 2025, item 180, as amended), the Act of 15 May 2015 on substances depleting the ozone layer and on certain fluorinated greenhouse gases (consolidated text, Journal of Laws 2020, item 2065, as amended), and the Regulation of the Minister of Development of 2 June 2016 on the requirements applicable to electrical equipment (Journal of Laws of 2016, item 806).

**§2**

**Supplier’s declarations**

1. The Supplier declares that:
2. The Supplier is aware of and acknowledges the Contracting Authority’s demand for the supply and assembly of the specific Supply Object, in accordance with the terms and conditions of the procedure announced by the Contracting Authority;
3. The Supply Object is free from any physical and legal defects;
4. The Supplier has an unlimited right to the Supply Object, and the Supply Object does not infringe upon any property rights of third parties and is not encumbered with any third-party claims, and there are no restrictions on the Supplier’s ability to dispose of the Supply Object;
5. No third parties have any claims against the Supplier which might affect the Supplier’s right to produce or distribute the Supply Object, or to its assembly or start-up, including the documentation related to the Supply Object, including in particular any claims for the protection of intellectual property rights;
6. No bankruptcy or restructuring proceedings are pending against the Supplier, no decision has been issued regarding the discontinuation of such proceedings or dismissal of a motion to initiate such proceedings on the grounds that its assets are insufficient to cover the costs of the proceedings, and there are no reasons that would justify the initiation of such proceedings;
7. The Supplier has the knowledge and experience necessary to properly perform the Subject-Matter of the Contract, and undertakes to perform it with due diligence as is required of a professional, and in compliance with applicable laws. The Supplier warrants and represents that it is entitled to license the software for the Supply Object to the extent as specified herein;
8. The Supplier warrants and represents that the software for the Supply Object is free from any legal and physical defects.
9. The Supplier declares that the Supply Object and the software for the Supply Object are not subject to any court proceedings, enforcement proceedings or claims, or any third-party rights, and are not subject to any pledge or agreement of ownership transfer.
10. The Supplier is aware that it is essential to the Contracting Authority that the Contract be performed by the Supplier in a timely manner, in particular to meet the delivery, assembly and training deadlines.
11. The Supplier has the necessary authorisations, knowledge and experience, as well as technical potential and staff capable of performing the Subject-Matter of the Contract, and its economic and financial standing ensures the proper performance of the Subject-Matter hereof, under the terms and conditions specified in this Contract and Appendices hereto.

**§3**

**Supplier’s obligations**

1. The Supplier undertakes to transfer to the Contracting Authority the ownership of the Supply Object which:

1. is free from any physical and legal defects,
2. is of high quality,
3. complies with the technical conditions and all other requirements specified in Appendix 1, and has the quality approvals, required technical opinions, approvals, certificates, etc., confirming its compliance with the applicable standards and the Contracting Authority’s demand set out in this contract.
4. meets the applicable requirements resulting from legal regulations, and the Polish and European standards. In the event of changes in the applicable regulations or standards during the term of the Contract, the Supplier shall ensure compliance of the Supply Object with these requirements as binding on the supply date.

2. The Supplier shall provide the Contracting Authority, together with the Supply Object, with all documents, including in particular: manuals in paper and electronic versions, documents specifying the characteristics and technical data of the Supply Object, a list of basic/normal and special equipment, instructions for safe operation, as well as descriptions of the method of loading and transport of the Supply Object, including its components or related parts, preparation of the assembly station and workplace conditions regarding the working environment of the Supply Object (transport and arrangement conditions, technical and operational data of the equipment, and requirements regarding the operation of the equipment, e.g., humidity, temperature range, etc.), assembly requirements regarding the provision of the Supply Object with utilities: energy, compressed air, gases, etc., and assembly and start-up of the Supply Object. All required documents should be drawn up in Polish or translated into Polish.

3. The Supplier shall bear full responsibility for the proper performance of the supply, assembly and training covered hereunder.

4. The Supplier undertakes to perform the Subject-Matter of the Contract on its own. The delegation of the performance of the Supplier’s obligations arising hereunder to any third party shall require the prior written consent of the Contracting Authority. In the event of such delegation, the Supplier shall be liable for all acts and omissions of the third parties indicated in the preceding sentence as for its own acts and omissions.

5. If, despite the Supplier’s assurances, any third parties make any claims against the Contracting Authority relating to the Supply Object, the Supplier undertakes to:

1. immediately enter into a dispute and indemnify the Contracting Authority against all such claims by third parties, relating to the Supply Object, as well as ensure that the Contracting Authority is able to use the Supply Object in an undisturbed manner,
2. remedy any damage suffered by the Contracting Authority as a result of such claims made against the latter by any third parties, relating to the Supply Object, as well as cover any costs relating to the inability to use the Supply Object or damage to the Contracting Authority’s reputation resulting from such third-party claims,
3. make a public statement, in an appropriate form and content, if the fact of third party claims relating to the Supply Object becomes public.

6. The Supplier undertakes to comply with the rules and regulations on occupational health and safety, collectively referred to as “**OHS**”, fire protection regulations, and environmental protection regulations.

7. In compliance with the Act of 24 April 2009 on batteries and accumulators (Journal of Laws of 2024, item 1004) , the Supplier declares that, if batteries/accumulators are supplied as components of the Supply Object, information about their type, character and number of pieces, as well as total weight, shall be provided to the Contracting Authority. The Supplier declares that the batteries and accumulators supplied meet the requirements of Directive 2006/66/EC of the European Parliament and of the Council of 6 September 2006 on batteries and accumulators for electrical equipment, regarding the content of cadmium and mercury.

1. The Supplier undertakes to conclude, for the duration of the performance of the Subject-Matter of the Contract, an insurance agreement covering the entire risk and liability related to the performance hereof, and to pay, in a timely manner, the applicable insurance premiums, including:
2. third-party liability insurance for the Supplier on account of its business activity, covering at least the damage sustained by third parties as a result of death, bodily injury, health disorder (personal damage), or as a result of loss, destruction or damage to its own or third-party property, as well as damages caused by errors (material damage), arising in connection with the performance of the delivery and other work covered hereunder, for an insurance amount not lower than the net value of the Contract, i.e., .................... (say: ............................ zlotys),
3. accident insurance for the Supplier’s staff, employees and all subcontractors, and for any other persons performing the Subject-Matter of the Contract on behalf of the Supplier;
4. The request referred to in Par. 8 shall be accompanied by:
5. damages payable in Polish zlotys, without limitation;
6. the cost of the agreement referred to in Par. 8; in particular, insurance premiums shall be borne entirely by the Supplier.
7. The Supplier shall submit to the Contracting Authority documents confirming the conclusion of insurance contracts, including in particular a copy of the contract and the insurance policy, no later than by the date of handing over the premises for the assembly and delivery of the Supply Object. In the event of failure to comply with this obligation, the Purchaser shall have the right to withhold the handover of the premises for the assembly and delivery of the Supply Object until the documents in question are submitted, which shall not suspend the contractual deadlines for the Supplier’s performance of the contract.
8. In the event that the duration hereof is extended, the Supplier undertakes to renew the insurance on the principles stipulated in Pars. 8 – 10, providing the Contracting Authority with documents confirming the conclusion of the insurance agreement, including in particular a copy of the agreement and the insurance policy, at least one month before the expiry of the previous insurance agreement.
9. The documents mentioned in Par. 10 above shall be forwarded to the Contracting Authority, to the e-mail addresses indicated in Par. 15(1)(1).

**§4**

**Supply, assembly and training**

1. The Supplier shall deliver the Supply Object to the premises indicated by the Contracting Authority, to the following address: 04-051 Warszawa *[Warsaw]*, ul. Poligonowa 30, to assemble the Supply Object on the premises indicated by the Contracting Authority and to conduct training for the Contracting Authority in the operation of the Supply Object.

2. The Supplier shall carry out the delivery using its own means of transport, and at its own cost and risk, in accordance with the rules of DPU INCOTERMS 2020.

3. The Supplier shall deliver the Supply Object in the packaging ensuring full protection against damage or destruction during transport.

4. The Supply Object shall be delivered in appropriate packaging. The packaging shall be labelled as follows:

1) the Contract number,

2) the Contracting Authority’s address,

3) the packaging number,

4) gross weight in kg,

5) net weight in kg,

6) *[a note reading:]* keep dry and handle with care.

5. Unloading and internal transport on the Purchaser’s premises to the Supply Object installation site shall be carried out by the Supplier under the supervision and in the presence of the Contracting Authority.

6. The Contracting Authority is entitled to change the place of delivery no later than 7 working days before the planned delivery date, by indicating to the Supplier a place of delivery other than that specified in Par. 1, located in the territory of Poland.

7. The Supplier shall be fully responsible for the proper protection of the Supply Object during transport, including for its loss, damage or decrement, until formal acceptance of the Supply Object by the Contracting Authority, by way of signing the Preliminary Acceptance Report.

8. In the event of using external carrier’s services, the Supplier shall be liable for any acts or omissions of that carrier as for its own acts or omissions.

9. The costs of insuring the Supply Object against all risks during transport to the Contracting Authority shall be borne entirely by the Supplier.

10. Upon signing the Contract, the Supplier shall submit to the Contracting Authority the original instruction manual, along with its translation into Polish. Depending on the demand covered by a given procedure, the Contracting Authority reserves the right to require the participating bidders to submit the instruction manual referred to in the previous sentence, already upon bid submission, in which case the demand shall be included in the terms and conditions of the procedure.

11. Upon delivery, the Purchaser shall unpack and check **–** if possible in the presence of the Supplier’s representatives **–** whether the Equipment is complete and free from any visible damage, which shall be confirmed in the Preliminary Acceptance Report (constituting Appendix 3 hereto).

12. The Contracting Authority has the right to refuse to accept the Supply Object and to sign the Preliminary Acceptance Report if the Supply Object is incomplete or has been visibly damaged during transport.

13. The risk of loss of or damage to the Supply Object shall pass to the Contracting Authority upon signing the acceptance report, which shall not exclude the Supplier’s liability for damage arising through its fault during the installation, assembly, start-up or acceptance procedure of the Supply Object, or for damage which could not have been identified visually upon delivery.

14. If any defects are identified in the Supply Object, § 10(3) of the Contract shall apply.

15. The Supplier shall provide the Contracting Authority, no later than upon delivery of the Supply Object, with all required documents, the cost of which is included in the Supplier’s remuneration indicated in § 8(1) hereof, and in particular:

1. the warranty card;
2. the CE declaration of conformity in Polish or **–** if not obligatory **–** the EU declaration of conformity in Polish;
3. the operating and maintenance manual;
4. the spare parts catalogue;
5. the power and control circuit diagrams;
6. the pneumatic and hydraulic system diagrams (if applicable);
7. DTR – the operation and maintenance documentation.

16. The Supplier shall place the necessary inscriptions in Polish and safety marks on the Supply Object, in compliance with the binding EU regulations.

17. The final acceptance of the Supply Object shall take place after the Supplier has fulfilled all obligations arising hereunder, including the successful start-up of the Supply Object, the verification of its proper operation, and training of the Contracting Authority’s staff in the operation and maintenance of the Supply Object. The scope of the training and the list of its participants shall be documented.

18. The assembly, installation and start-up of the Supply Object, and training of the Contracting Authority’s staff, shall be carried out at the Supplier’s own expense by qualified personnel. The Supplier shall be fully responsible for the proper conduction of the assembly, installation and start-up of the Supply Object, and for training of the Contracting Authority’s staff.

19. The Supplier undertakes to provide, during the installation and start-up of the Supply Object, the appropriate permanent technical supervision and specialised personnel with qualifications necessary for the proper and timely performance of the work.

20. The Supplier shall abide by the Contracting Authority’s decisions, which shall be made in consultation with the Supplier, with regard to coordinating the Supplier’s and other Economic Operators’ work at the Supply Object assembly site, and shall comply with organisational instructions issued by the Contracting Authority provided that they do not compromise the proper and timely performance of the Subject-Matter of the Contract.

21. The Final Acceptance Report signed by an authorised representative of the Contracting Authority, the template of which constitutes **Appendix 3 hereto**, shall serve as the confirmation of the delivery of the Supply Object by the Supplier, together with its assembly and start-up. The date of delivery of the Supply Object by the Supplier, together with its assembly and start-up, shall be understood as the date of signing the Final Acceptance Report regarding the Supply Object, without reservations, by a representative of the Contracting Authority.

22. The training shall be held at the Contracting Authority’s seat. Total training duration: 5 days x 8 full hours. The training shall be conducted in Polish.

23. Once the training in the operation of the Supply Object and software, and the maintenance of the Supply Object, is completed, the Training Report shall be signed, the template of which constitutes **Appendix 4 hereto**.

**§5**

**Delivery date**

1. With regard to the Supply Object specified in § 1 hereof, the Supplier shall:

1. deliver the Supply Object to the Contracting Authority, as well as perform its assembly and start-up within 16 weeks from the date of conclusion hereof;
2. conduct training for the Contracting Authority’s staff will be completed by …………………… .

2. The Supplier shall keep the Contracting Authority informed of the expected date of the Supplier’s performance of the Contract, and shall promptly inform the Contracting Authority of any changes to the expected date of performance of the Contract and the reason for any such changes.

3. The Parties may change the dates referred to in Par. 1 at the request of one Party which, in order to be valid, shall be made in writing and expressly accepted in writing by the other Party.

**§ 6**

**Security for the Repayment of the Advance Payment (SRAP)**

1. The Supplier shall, before receiving the advance payment specified in §8(3) hereof, submit to the Contracting Authority, within 14 days of conclusion hereof by both PARTIES, a duly issued and valid bank or insurance guarantee for the amount of 119 100 EUR (say: one hundred nineteen thousand one hundred euros), corresponding to the advance payment made by the Contracting Authority.
2. A change in the form of Security from a bank guarantee into an insurance guarantee, or the other way round, shall:
   1. not require an amendment hereto;
   2. require a written notification to the Contracting Authority from the Supplier;
   3. require the prior written approval of the Security content by the Contracting Authority.
3. The Security for the Repayment of the Advance Payment must be valid from the date of its submission to the Contracting Authority to the date following the delivery date (inclusive) of the Supply Object to the Contracting Authority’s seat.
4. The bank or insurance guarantees for the Repayment of the Advance Payment must be valid, irrevocable, unconditional and payable at the first written request of the Contracting Authority, which shall include a statement that the Supplier has not fulfilled the terms and conditions hereof.
5. In the event that the SRAP, in the form of a guarantee, expires before the date by which the Supplier has established its validity, the Supplier undertakes to establish a new/supplemented SRAP within **3 (say: three) days** prior to the date of expiry of the SRAP in the form of a guarantee.
6. In all cases in which, contrary to the provisions of this paragraph, the Supplier fails to renew the bank/insurance guarantee within the period specified herein, the Contracting Authority shall have the right to withdraw from that bank/insurance guarantee the entire available guarantee amount, to the Contracting Authority’s account, as the Deposit (as the SRAP).
7. All costs related to establishing, amending or supplementing the amount, and extending the period of validity of the SRAP, shall be borne by the Supplier.

**§ 7**

**Security for the Proper Performance of the Contract**

The SPPC constitutes security for the Contracting Authority’s claims against the Supplier in the event of the Supplier’s non-performance or improper performance of any obligations arising hereunder.

The Supplier undertakes to establish the SPPC in the amount of: 9 925,00 EURO (say: nine thousand nine hundred twenty-five euros), corresponding to 5% of the net value of the Contract, and to maintain the SPPC in that amount, in line with this paragraph.

The Supplier undertakes to establish, within 7 days from the date of delivery of the Supply Object to the Contracting Authority’s seat, the SPPC in the form of an irrevocable, unconditional **bank/insurance guarantee,** the wording of which and the entity providing the guarantee shall require the Contracting Authority’s prior approval, which shall be payable at the first request of the Contracting Authority.

The Parties also allow the SPPC to be paid in cash (hereinafter also referred to as the “Deposit”), instead of the bank/insurance guarantee to the Contracting Authority bank accounts as follows:

Account No. EUR: 61 1130 1017 0020 0771 7820 0026 Bank Gospodarstwa Krajowego

5. A change in the form of Security from a bank/insurance guarantee into the Deposit, or the other way round, shall:

* 1. not require an amendment hereto;
  2. require a written notification to the Contracting Authority from the Supplier;
  3. require the prior written approval of the Security content by the Contracting Authority, in the event of change of the Security form into a bank/insurance guarantee.

6.The Security for the Proper Performance of the Contract must be valid from the date of its submission to the Contracting Authority (inclusive) to the expiry dates of the guarantees referred to in §10 hereof.

7. In the event that the SPPC in the form of a guarantee expires before the date by which the Supplier has established its validity in the form of a guarantee, the Supplier undertakes to establish a new/supplemented SPPC within **3 (say: three) days** prior to the date of expiry of the SPPC in the form of a guarantee.

8. In any event of non-performance or improper performance of the obligations referred to in Par. 1 herein by the Supplier, after the ineffective expiry of an additional period of not less than **15 (say: fifteen) days**, set by the Contracting Authority in writing to the Supplier for proper performance of these obligations, the Contracting Authority shall have the right to demand payment by the guarantor (under a bank/insurance guarantee) of the corresponding amount, in order to satisfy the Contracting Authority’s claims against the Supplier arising in connection with non-performance or improper performance of these obligations by the Supplier.

9. The Contracting Authority undertakes to notify the Supplier in writing of any set-off or payment under the guarantee referred to in Par. 8 above.

10. Within **7 (say: seven) days** from the date of receipt of the written notice referred to in Par. 9 above, the Supplier shall, in each case, supplement the SPPC up to the full amount specified in Par. 2 herein, in accordance with the Contract.

11. In all cases in which, contrary to the provisions of this paragraph, the Supplier fails to renew the bank/insurance guarantee within the period specified herein, the Contracting Authority shall have the right to withdraw from that bank/insurance guarantee the entire available guarantee amount, to the Contracting Authority’s account, as the Deposit (as the SPPC).

12. All costs related to establishing, amending or supplementing the amount, and extending the period of validity of the SPPC, shall be borne by the Supplier.

**§8**

**Remuneration and terms of payment**

1. In return for the proper performance of the Subject-Matter of the Contract by the Supplier, the Contracting Authority shall pay to the Supplier the total remuneration in the amount of: 198 500 EUR (say: one hundred ninety eight thousand five hundred euros) net.

2. The remuneration indicated in Par. 1 constitutes the full value of remuneration payable to the Supplier for the performance of services covered hereunder by the Supplier, in particular including the costs of transport, assembly and start-up of the Supply Object, training of the Contracting Authority’s staff in the operation of the Supply Object, copyright, licences, costs of removal of defects and faults covered by the guarantee, and other obligations of the Supplier as stipulated herein. The amount of remuneration indicated in Par. 1 exhausts any claims which may be brought by the Supplier and any persons it engages in the performance hereof.

3. The Contracting Authority undertakes to make the first (1) tranche of payment for the performance hereof (the advance payment) in the amount corresponding to 60% of the total price of the Contract specified in Par. 1, i.e., the amount of 119 100 EUR (say: one hundred nineteen thousand one hundred euros), payable within 30 days from the date of conclusion hereof and receipt of the partial advance invoice, and upon submission of a bank or insurance guarantee duly issued by the Supplier, for the benefit of the Contracting Authority, or reimbursement of the advance payment or payment of a deposit for the above amount, valid to the day following the day of delivery of the Supply Object (inclusive) specified in § 1(1) hereof.

4. The Contracting Authority undertakes to pay the second (2) tranche of payment for the amount corresponding to 20% of the total price of the Contract specified in Par. 1, i.e., the amount of 39 700 EUR (say: thirty-nine thousand seven hundred euros), payable within 30 days of the signing of the Preliminary Acceptance Report by both parties, without reservations, and receipt of the partial invoice for the Supply Object.

5. The Contracting Authority undertakes to pay the remaining amount corresponding to 20% of the total price of the Contract specified in Par. 1, i.e., the amount of 39 700 EUR (say: thirty-nine thousand seven hundred euros), payable within 30 days of the signing of the Final Acceptance Report by both parties, after the training, installation and commissioning, without reservations, and receipt of the final invoice for the Supply Object.

6. The Supplier shall send the VAT invoice, immediately after its issue, to the following address: PIT RADWAR S.A. ul. Poligonowa 30, 04-051 Warszawa, in an envelope containing the following inscription: “FAKTURA” *[invoice]*.

7. The basis for issuing a partial VAT invoice by the Supplier, indicated in Point 4 above, shall be signing of the Preliminary Acceptance Report by both parties, without reservations. The basis for issuing a final VAT invoice by the Supplier, indicated in Point 5 above, is the acceptance of the Subject-Matter of the Contract, confirmed by signing the Final Acceptance Report by both Parties, without reservations. Each VAT invoice should contain the number of the Contract.

8. If the Contracting Authority decides, on the basis of the acts performed by the Supplier described in Article 4(18) of this contract, that it is the purchase of goods with assembly and installation referred to in Article 36 of Directive 2006/112/EC and Article 22 section 2 par.1 of the Vat Polish act, the Supplier should issue an invoice with Polish VAT as an entity registered for VAT purposes in Poland. If the Supplier does not issue an invoice with a Polish VAT number and taxed with a Polish VAT, he must inform the Contracting Authority in writing before the delivery and installation of the goods.

9. By issuing a VAT invoice, the Supplier declares that it is entitled to issue VAT invoices in accordance with tax law regulations. The Supplier guarantees and shall be accountable for the correctness of the applied VAT rates, which means that if the right of the Contracting Authority to deduct tax is questioned by the relevant tax authorities due to the fact that, in accordance with the applicable regulations, a given transaction was not subject to taxation or was exempted from tax, the Supplier shall, at the Contracting Authority’s written request and within the period indicated therein, correct the VAT invoice accordingly and return the difference to the Contracting Authority within 14 days of the date of delivery of the request.

10. The date of receipt to the Supplier's bank account shall be deemed the date of remuneration payment.

11. The Supplier declares that the bank account provided for remuneration payment shall be the account indicated in the list of taxpayers maintained and publicised under the Value Added Tax Act (hereinafter referred to as the “List”).

12. In the event of a negative verification of the account, the Contracting Authority shall immediately notify the Supplier of this irregularity in order for the Supplier to provide an explanation and to make an appropriate correction. In addition, the Contracting Authority reserves the right to submit a notice to the Head of the Tax Office on making the payment for the amounts due to an account outside the List.

13. If, as a result of a transfer made by the Contracting Authority to the account indicated by the Supplier, which is not included in the List:

1) payment is made by the Contracting Authority to the Tax Office of the VAT amount due, which only the Supplier would have been obliged to pay had the payment been made,

2) a situation occurs in which, as a consequence of the lack of the right to include in tax deductible costs an expense resulting from an invoice received from the Supplier, the Contracting Authority shall be under the obligation to prove a higher corporate income tax basis, as arising from the applicable tax regulations,

The Contracting Authority shall notify the Supplier of such circumstances and call for payment, and the Supplier undertakes to pay to the Contracting Authority, within 14 days from the date of receipt of the call, respectively:

1. the Supplier’s VAT amount,
2. the amount of income tax resulting from the Contracting Authority’s failure to include the deductible cost.

**§9**

**Ownership title to the Machine**

The Parties declare that the ownership title to the Supply Object shall pass to the Contracting Authority upon signing the Final Acceptance Report by the Contracting Authority.

**§10**

**Warranty and Guarantee**

1. The Supplier shall provide the Contracting Authority with a guarantee for the Supply Object for a period of 24 months as to the quality of the Supply Object (hereinafter referred to as the “Warranty”). The Warranty shall apply from the date of signing the Final Acceptance Report by a representative of the Contracting Authority.

2. The Supplier’s obligations as part of the Warranty shall include removing the defects identified in the Supply Object and performing the necessary repairs thereof. The provisions of Article 577 § 3 of the Civil Code shall apply accordingly.

3. In the event of identifying defects in the Supply Object, the Contracting Authority shall have the following rights, irrespective of other rights arising from the generally applicable regulations:

1. if the defect is minor and removable (capable of being removed), the Contracting Authority may (in the following order):

(a) set a time limit for the Supplier to replace the Supply Object, or its parts or components (sub-assemblies) with new ones that are free from defects, demanding that such replacement be made,

b) set a time limit for the Supplier to remove the defect identified, demanding that the defect be removed, or

c) in the event of failure to replace the Supply Object or to remove the defect, submit a declaration to the Supplier on reducing the Supplier’s remuneration accordingly, in relation to the identified defect, or

1. if the defect is minor and irremovable (incapable of being removed), the Contracting Authority may (in the following order):

(a) set a time limit for the Supplier to replace the Supply Object, its parts or components with new ones that are free from defects, demanding that such replacement be made,

b) in the event of failure to replace the above, submit a declaration to the Supplier on reducing the Supplier’s remuneration accordingly, in relation to the identified defect, or

1. if the defect is major and removable (capable of being removed), the Contracting Authority may (in the following order):

a) set a time limit for the Supplier to remove the identified defect, demanding that the defect be removed, or set a time limit for the Supplier to replace the Supply Object, its parts or components (sub-assemblies) with new ones that are free from defects, demanding that such replacement be made,

b) in the event of failure to replace the Supply Object or to remove the defect, submit a declaration to the Supplier on reducing the Supplier’s remuneration accordingly, in relation to the identified defect, or

c) submit a declaration to the Supplier to withdraw from the Contract, whether in whole or in part (with regard to the part of the Supply Object delivered on different dates, which are to be delivered at a later date, as well as with regard to the non-defective parts of the Supply Object delivered together with the defective ones), or

1. if the defect is major and irremovable (incapable of being removed), the Contracting Authority may submit a declaration to the Supplier to withdraw from the Contract, whether in whole or in part.

4. The Contracting Authority’s declaration on reporting the defect and exercising the rights referred to above (inclusive) may be submitted in writing or by e-mail to the Supplier’s e-mail address indicated in § 15(1)(2) hereof. The Supplier is bound by the content of the declaration submitted by the Contracting Authority and cannot refuse to satisfy the Contracting Authority’s demand.

5. As part of the Warranty, the Supplier shall remove the reported defects, subject to the following requirements:

1) defect and fault removal shall be performed by qualified service staff (hereinafter referred to as the “Service Staff”);

2) communication in matters related to the performance of the Warranty shall be conducted in English;

3) subject to Point 4 below, warranty repairs shall be performed on the Contracting Authority’s premises;

4) it is also permissible to perform warranty repairs outside the premises indicated in Point 3 above. In the latter case, the Supplier shall bear all costs related to performing warranty repairs outside the premises indicated in Point 3 above, including the costs related to transport of the Supply Object and the risk of its loss during transport to the place of performing the requested warranty repairs and return transport. The obligation to deliver the Supply Object to a place outside the premises indicated in Point 3 above shall be borne by the Supplier, which modifies the corresponding provision contained in Article 580 § 1 of the Civil Code;

5) The Service Staff shall proceed to each time remove the defects no later than within 72 hours of being requested to do so by the Contracting Authority (the indicated period shall not include Sundays and other bank holidays). The receipt of the Contracting Authority’s call and arrival at its premises to determine the causes and scope of the defect shall be deemed to constitute the commencement of the repair process.

6. The Service Staff shall remove the defect or to otherwise repair the Supply Object, within a maximum period of 72 hours, not including the time falling on a bank holiday, counting from the day on which the Contracting Authority notify  the Supplier to remove the defects/flaws (hereinafter referred to as the “Defect Notification”), subject to Par. 7 below.

7. If the deadline indicated in the preceding paragraph for removing the defects/flaws cannot be met by the Supplier, in particular, in the case of complex repairs or the need to import a spare part or other repair material from abroad, the period for removing the defects shall be extended to 14 Days from the day of Defect Notification.

8. The Contracting Authority is entitled to report a defect via the indicated e-mail address: clist@itc-intercircuit.de and/or production@itc-intercircuit.de. The Supplier shall deem the Defect Notification to have been effectively delivered also if sent by post to the following address: I.T.C. Intercircuit Production GmbH Innere Gewerbestr. 8 09235 Burkhardtsdorf / OT Meinersdorf – Germany

9. If the Supplier’s Service Staff defaults in commencing the removal of defects identified in the Supply Object or the Supplier exceeds the deadlines set for the removal of defects and flaws, the Contracting Authority shall be entitled to entrust/order the removal of such defect/flaws (or otherwise repair the Supply Object) to a third party, without the need to obtain the prior court authorisation at the expense and risk of the Supplier, which shall not result in the Contracting Authority’s losing its rights under the warranty.

10. If the Supplier issues the Warranty Card, its provisions shall not be less favourable to the Contracting Authority than the provisions of Pars 1 – 7 herein.

11. If the Contracting Authority loses the Warranty Card, the conclusion of this Contract shall act as a proof of its issue, and the minimum terms and conditions for performing the Services under the warranty (in the Warranty Period) shall be established by the provisions of Pars 1 – 9 herein.

12. As part of the Warranty and throughout its duration, the Supplier shall, without additional remuneration, perform warranty inspections of the Supply Object every 12 months. Any defects identified during the inspections shall be removed in accordance with the provision of this paragraph.

13. In the Warranty Period, the Seller guarantees the annual performance of the Supply Object assuming 8 working hours of required availability, during a five-day working week, at a level of no less than 100%. Verification of the actual performance of the Supply Object shall be made after the end of each calendar year, and for the first and last year of the Warranty Period – in proportion to the actual applicability of the Warranty in that calendar year.

14. The Warranty does not cover defects, flaws or errors caused by the Contracting Authority (e.g., as a result of using the Supply Object contrary to the specifications and intended use, or inadequate storage and maintenance), or arising from transport damage, further assembly defects, electronic component defects, or defects caused by force majeure, fortuitous events, accidents, as well as normal wear and tear or improper operation. In addition, the Warranty does not cover damage resulting from the Supply Object’s repair, installation, servicing by unauthorised persons, the use of materials, fluids, parts of assemblies, components other than those recommended by the Supplier or the manufacturer of these devices or their parts, modification or combination with another product in a way the “servicing or repair” significantly more difficult or impossible.

15. The Contract does not provide for exclusion or limitation of the Supplier’s liability under the guarantee for defects based on the provisions of the Civil Code, provided that the guarantee period is equal to the period of the warranty. Any provisions to the contrary made by the Supplier shall be deemed not to have been made.

16. The Supplier shall provide a permanent service in the territory of Poland for the entire Warranty Period, with a hotline operating at least from 9.00 a.m. to 3.00 p.m., from Monday to Friday.

17. The Warranty Period shall be extended by the time during which the Supply Object was out of use as a result of a defect, counting from the date of notification in accordance with Par. 8. In the event of repair or replacement, the Warranty Period for the Supply Object shall recommence upon both Parties signing the Defect Removal Report, without reservations. Otherwise, the Warranty Period shall be extended by the time during which the person entitled to the warranty could not use the Object covered by the warranty due to the defect.

**§11**

**Intellectual property rights**

1.If, as part of performing the Subject-Matter of the Contract, the Supplier prepares any documentation, graphic designs, recommendations, databases, training materials, products, assemblies or sub-assemblies, in versions intended for the Contracting Authority, or any of their elements or components (hereinafter referred to as the “Dedicated Works”), constituting works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, (Journal of Laws of 2025, item 24, as amended ), the Parties agree that, as part of the remuneration, the Supplier shall transfer to the Buyer, unconditionally, exclusively and without any time and territorial restrictions, the entire proprietary copyright to the Dedicated Works, in all known fields of exploitation, upon conclusion hereof, including those specified in Article 50 of the Act on Copyright and Related Rights of 4 February 1994, and:

1. as regards recording and preparing copies of the work – using any available techniques, such as printing, reprography, magnetic recording and digital technique, to prepare copies of the work;
2. as regards the sales of original versions or copies containing the work – marketing, renting or leasing such original versions or copies;
3. as regards disseminating the work in a manner different from that indicated in section (b) above – performing, staging, screening, replaying, transmitting, retransmitting the work in public, and enabling the work to be used publicly, by any person in any place and at any time;
4. and as regards the Dedicated Works constituting software (computer programs) created (in particular configured, customised and implemented) by the Supplier for the purpose of performing the Contract (hereinafter referred to as the “**Dedicated Software**”), in particular during preparatory work for the Contracting Authority, other work, installation and development work on the Supply Object, in order to achieve the specified functionality, including its source codes with their description and comments, and other information, in particular software used to operate the Supply Object, implemented within it or in any way related to it, created for the purpose of performing the Contract, in the fields of use specified in Article 74 (4) of the Act on Copyright and Related Rights of 4 February 1994, the right to:
   1. reproducing software permanently or temporarily, whether in whole or in part, by any means and in any form, which shall include, in particular, its compilation;
   2. translating, adjusting or changing computer systems, or introducing any other changes to software,
   3. disseminating, also through renting or leasing, software or its copies.

2. The Supplier shall grant the licence to the Contracting Authority, including the right to grant sub-licences, to any works supplied for the purpose of performing the Contract, created by the Supplier prior to the conclusion hereof and used by the Supplier or licensed to other entities prior to the conclusion hereof (hereinafter referred to as the “**Supplier’s Works**”). These include, in particular, works that are standard elements or components of the Supply Object, concerning those elements or components of technical documentation, instructions, recommendations, graphic designs, databases, training materials.

3. The granting of the licence in accordance with Par. 2 shall apply to all known fields of use, as indicated in Par. 1, except that, in relation to software (computer programs), the fields of use indicated in Par. 1 shall apply to the software (computer programs) developed by the Supplier prior to the conclusion hereof, and used by the Supplier or licensed to other entities prior to the conclusion hereof (hereinafter referred to as the “**Supplier’s Software**”). This includes, in particular, the Supplier’s standard IT components, including libraries used for the operation of the Supply Object, or their elements or components, which shall be used by the Dedicated Software.

4. The Supplier shall license, or ensure that the Contracting Authority obtains a license for, the software (computer programs) supplied for the purpose of performing the Contract, which has been developed by third parties (manufacturers) and which they license to users on standard terms and conditions, where the Supplier does not hold the copyright to such software but is its licensee or is entitled to distribute it (hereinafter referred to as the “**Third-Party Software**”). This includes, in particular, system software, tool software, standard IT components, and libraries.

5. The granting of the licence in accordance with Par. 4 shall be based on the standard terms and conditions of licensing such software by third parties (manufacturers), which shall be no less beneficial than for other users of such software, provided that the Supplier guarantees that these terms and conditions ensure the proper performance of the Contract, in compliance with its purpose and scope.

6. The Supplier permits and authorises the Contracting Authority, and any other entities to which the Contracting Authority has provided the works or which have been authorised by the Contracting Authority, to use, to make alterations or modifications in, and to perform other compilations of the works created or delivered by the Supplier, as well as to dispose of such works, to use their fragments, to combine fragments and compilations of fragments with other intangible goods, and to decide on the date of making the works available to the public and on distributing them. The Supplier declares that it shall not exercise any supervision over the manner of using the works (copyright supervision), also in an altered form or in fragments, and that it shall not exercise the right to mark the works in any way, in particular with their authors’ data. The Supplier further declares that it has obtained the relevant consents and authorisations in the aforementioned scope from the authors entitled by virtue of their personal copyright, and is entitled to make such declarations and commitments also for and on behalf of those authors.

7. The Supplier transfers to the Contracting Authority, without any additional remuneration, the right to allow for the exercise of dependent copyright, in particular within the scope resulting from Pars. 1 and 6.

8. Upon acceptance by the Contracting Authority, without any further declarations being required:

1. in the case of works and other intangible assets – the rights shall be acquired by the Contracting Authority, and all permissions, licences, consents and authorisations shall be obtained in accordance with the provisions hereof,
2. if, in connection with the performance hereof, any media or copies of the works are delivered to the Contracting Authority, the Contracting Authority shall acquire the ownership thereof.

9. The Supplier shall, at the request of the Contracting Authority, confirm the acquisition of any rights by the Contracting Authority arising hereunder, in particular proprietary copyright, licences obtained, approvals, consent or authorisations, as well as make other declarations or submit documents relating to any factual circumstances or legal circumstances in respect of intangible assets or property rights, including information on the developers of solutions. In particular, the Supplier declares that, in connection with the transfer of rights to intangible goods and the possibility of transferring such rights to other entities, its intention is to transfer all rights and interests to enable the full use of such goods. In the event that, in accordance with any legal regulations to which the entities referred to in this paragraph, it is not possible or effective to transfer proprietary rights or to contract, permit or authorise personal rights or interests in intangible assets, to the extent or in the manner specified in the Contract, including due to the nature of these rights or the form of the transfer or authorisation, the Supplier shall additionally submit all necessary documents, signatures, confirmations or declarations that make this possible to the fullest extent, in line with the intent and purposes of this Contract.

10. The Supplier shall:

1. as regards the Dedicated Software – provide, together with the Dedicated Software, full documentation and complete source codes for the Dedicated Software, together with their description and commentary, and other information including parameters, correlations, layouts and configurations, including in relation to the interaction of the Dedicated Software with the Supplier’s Software and the Third-Party Software,
2. as regards the Supplier’s Software and the Third-Party Software – provide information and documentation to the extent necessary for the use of both such software and the Dedicated Software, in relation to the interaction with the Supplier’s Software and the Third-Party Software.

11. The transfer referred to in Par. 10 shall be made electronically in the manner indicated by the Contracting Authority. The documentation, source codes, description, commentary and other information referred to in Par. 10 must be handed over to the extent enabling the Contracting Authority to use the software and the Supply Object to which it relates independently, which includes enabling an independent interpretation, modification and development of such software, or any elements thereof, by the Contracting Authority or other entities. The Contracting Authority may indicate the extent to which the Supplier shall provide such information and materials.

12. The Supplier shall update the software source codes, together with their description and commentary, and other information and documentation, immediately after any changes are made to the software, but no later than within 7 working days of the change.

13. The remuneration for the performance hereof shall include all services to be provided by the Supplier, as indicated in this paragraph, in particular the transfer of copyright in all fields of use known upon the conclusion hereof, including those specified in 50 ACRR and listed above, the granting of all licences, consent and authorisations, including those obtained by the Supplier for the Third-Party Software and any other costs incurred by the Supplier. The Supplier also declares that the remuneration referred to herein shall include any remuneration to the author(s) for the creation of a solution subject to protection, in particular patent protection, which the Supplier shall, in that case, pay to or settle with the author(s) within its own means.

14. The licences referred to in Pars. 2 – 5 shall be granted without any time and territorial restrictions.

15. The Supplier acknowledges that its obligations under this paragraph, in particular the licences referred to in Pars. 2 – 5, serve to enable the Contracting Authority to use the Supply Object to its full extent. The Supplier undertakes not to dissolve them in any way, in particular by termination or withdrawal. In the event of a breach of this obligation in relation to the licences referred to in Pars. 2 – 5, the Supplier shall pay a contractual penalty of PLN 50,000 (say: fifty thousand zloty), provided that the Contracting Authority may seek compensation on general principles in excess of the stipulated contractual penalties.~~.~~

16. Without prejudice to the other provisions of this paragraph, the Supplier acknowledges that all rights to the Supply Object and all its elements, in versions prepared for the Contracting Authority, including: design documentation, technical documentation, instructions, recommendations, graphic designs, databases, training materials, the Dedicated Software, codes and service passwords for control programs, shall pass to the Contracting Authority and the Supplier may not use, dispose of or exercise any subsidiary rights, in particular the right to produce on its own or allow others to produce them and to market them.

17. For the avoidance of doubt, the Parties confirm that the Contracting Authority may dispose of the Supply Object to third parties, which shall pertain, in particular, to all rights, including software related to the Supply Object, which means that the Contracting Authority may, in particular, transfer them to third parties, including the transfer of copyright, licences, authorisations and consent, without the need to obtain any additional consent from the Supplier or any other parties. In the event of such disposition, all provisions of this paragraph shall apply to the aforementioned third party.

18. In the event that any claims for copyright infringement are made against the Contracting Authority:

a) the Supplier shall assume full responsibility for any consequences arising from such claims, which includes mitigating any damage suffered by the Contracting Authority;

b) if the case is referred to court, arbitration or proceedings of a similar nature, the Supplier shall join the proceedings with the Contracting Authority and shall cover all costs related to the Contracting Authority’s participation in such proceedings, including the costs of legal services incurred by the Contracting Authority;

c) the Supplier shall bear all costs related to the need to cover proprietary or non-proprietary claims related to copyright infringement, and if the coverage of such claims is enforced against the Contracting Authority, including on the basis of judgements or settlements of a similar nature, against the Contracting Authority, the Supplier shall reimburse the Contracting Authority for all related costs.

**§12**

**Contractual penalties**

1. The Supplier shall pay contractual penalties to the Contracting Authority in the event of:

a) the Supplier’s delay in performing the Subject-Matter of the Contract relative to the dates stipulated in § 5(1) hereof, in the amount corresponding to 0.25% of the net remuneration defined in § 8(1) hereof, for each day of the delay;

b) the Supplier’s delay in removing the defects in the Supply Object in the warranty period, relative to the date stipulated in § 10(6) hereof, subject to the § 10(7) hereof, in the amount corresponding to 0.25% of the net remuneration defined in § 8(1) hereof, for each day of the delay;

c) the Supplier’s exceeding the permissible level of inefficiency of the Supply Object in the warranty period, in the amount corresponding to 0.25% of the net remuneration defined in § 8(1) hereof, for each day of the delay,

d) failure to establish or maintain the SPPC under the terms specified in § 7 hereof – in the amount of corresponding to 0,25% of the net remuneration defined in § 8(1) hereof, for each day of the breach of § 7 hereof;

e) the Contracting Authority’s withdrawing from the Contract, whether in whole or in part, for reasons attributable to the Supplier, in the amount corresponding to 25% of the net remuneration defined in § 8(1) hereof.

2. The Contracting Authority shall have the right to claim each of the aforementioned contractual penalties separately and independently of the others.

3. The Contracting Authority reserves the right to claim damages on general principles if the value of the sustained damage exceeds the amount of the contractual penalty received.

4. The contractual penalties shall become payable upon serving a written demand for payment. The liability for contractual penalties may be deducted from the Supplier’s remuneration.

5. In the event of withdrawal from the Contract by either Party, the provisions of this paragraph shall remain in force.

**§13**

**Force majeure**

1. Neither Party shall be liable to the other Party for non-performance or improper performance of its obligations arising hereunder if, and to the extent that, the non-performance or improper performance has resulted from a force majeure event.

2. Force majeure shall be interpreted by the Parties as any event beyond the Party’s control, which occurs after the date of conclusion hereof, and which could not be foreseen upon signing this Contract. Force majeure events include (without limitation) war, civil unrest, strikes, lock-outs, natural disasters, exceptional weather conditions, general breakdown or general unavailability of means of transport, fires, explosions and general energy shortages, as well as epidemics.

3. If an impediment to the performance hereof arises as a consequence of Force Majeure, the Party concerned shall notify the other Party in writing of the occurrence of such impediment immediately, but no later than within **7 days** of the occurrence of Force Majeure, and then, within **fourteen (14) days**, it shall provide a proof to the other Party of the occurrence of Force Majeure.

4. In the case of failure to notify the other Party or to provide a proof of the occurrence of Force Majeure, issued by a relevant institution, within the period of **fourteen (14) days** as indicated in Par. 3 above,or within any other period agreed by the Parties in writing, the Party claiming the occurrence of Force Majeure shall lose the right to indicate its occurrence as a reason for exemption from or limitation of liability.

**§14**

**Withdrawal from the Contract**

1. In addition to the instances specified by law or other provisions of the Contract, the Contracting Authority shall also have the right to withdraw from the Contract, whether in whole or in part, if:

1) a delay has occurred in the performance of deliveries covered by the Contract, exceeding 30 days in relation to the deadlines specified herein;

2) the Supplier has discontinued, for reasons attributable to the Supplier, the performance of the Subject-Matter of the Contract and does not recommence its performance despite a written request from the Contracting Authority;

3) the Supply Object is non-compliant with the terms and conditions of the Contract, its Appendices or the order, and in particular:

4) the Supply Object is not brand new,

5) the Supply Object does not conform to the technical specification referred to in § 1(1) hereof,

6) the Supplier is unable to prove the possession of all necessary approvals, technical tests, certificates or other documents confirming the quality or usability of the Supply Object,

7) defects in the Supply Object, specified in § 10 (3)(3) and (4) hereof, have been identified,

8) the Supplier grossly neglects its obligations arising from the warranty or delays in restoring the proper condition of the Supply Object at least by 30 days,

9) the Supplier has committed a material breach of the provisions of the Agreement, in particular with regard to the principles of personal data processing and confidentiality.

2. The Contracting Authority shall have the right to withdraw from the Contract, whether in whole or in part, within 60 days from the date of becoming aware of the circumstances constituting grounds for withdrawal.

3. The withdrawal shall be in writing in order to be valid.

4. In the event of withdrawal from the Contract in whole, it shall be deemed not to have been concluded.

5. The equipment (if already delivered) shall be returned to the Supplier at the Supplier’s expense and risk.

6. The Supplier shall be obliged to return the remuneration specified in § 8.1 hereof.

7. If the reasons for withdrawal concern only one of the devices constituting the Supply Object, the Contracting Authority shall have the right, at its discretion, to withdraw from the Contract, whether in whole or in part, with regard to this device.

**§15**

**Contact persons**

1. The following persons shall act as contact persons in any matters related to the performance hereof:

1. for the Contracting Authority:
2. Beata Sękowska, e-mail: beata.sekowska@pitradwar.com, mobile: 532 546 697
3. Piotr Żdżarski, e-mail: piotr.zdzarski@pitradwar.com, mobile: 603 333 447
4. Janusz Wosiński, e-mail: janusz.wosinski@pitradwar.com, mobile: 603550749
5. Aleksandra Cybulska, e-mail: Aleksandra.Cybulska@pitradwar.com, phone: +48 22 540 5482
6. Jarosław Burdyński, e-mail: jaroslaw.burdynski@pitradwar.com, mobile: 695 202 125
7. for the Supplier:
8. Ervin Koncz, e-mail: Ervin.Koncz@itc-intercircuit.de, mobile: 00 36 20 928 6060
9. Erwin Haertl, e-mail: muenchen@itc-intercircuit.de, mobile: +49(0)89 453 604-0
10. Zbigniew Żyrek, e-mail: azzbiuro@gmail.com, mobile: +48 666 094 013
11. I.T.C. Intercircuit Production GmbH, Innere Gewerbestraße 8  
    D-09235 Burkhardtsdorf / OT Meinersdorf production@itc-intercircuit.de

Tel +49 3721 3992 - 0

2. The persons indicated by the Contracting Authority in Par. 1 shall be responsible, on behalf of the Contracting Authority, for the ongoing monitoring of the performance of the Contract and its settlement.

3. The authorisation by the Contracting Authority of the persons indicated in Par. 1, in respect of any matters relating to the performance hereof, shall not constitute the granting of a power of attorney to that persons authorising them to amend or terminate the Contract

4. A change of the persons indicated in Par. 1 shall not constitute an amendment hereto.

**§16**

**Confidentiality**

1. Neither Party shall disclose to third parties or use for its own purposes, whether in whole or in part, any information concerning the activities of the other Party or information related to the Contract, and the fact of its conclusion, including in particular any financial, economic, commercial, organisational, legal, technical, technological and other information relating to the activities carried out by the other Party, information concerning mutual settlements of the Parties and other information related to the cooperation of the Parties, hereinafter referred to as “**Confidential Information**”. Each Party shall not use Confidential Information without the prior written consent of the other Party.

2. For the avoidance of doubt, Confidential Information relating to the Contracting Authority shall include in particular, but not exclusively:

1. data concerning products developed or offered by the Contracting Authority, which have not been disclosed to the public,
2. data concerning contracts and agreements of any kind, concluded by the Contracting Authority with third parties, regardless of their subject matter, which have not been disclosed to the public,
3. data relating to contract settlements,
4. data concerning the Contracting Authority’s strategy and business plans,
5. any information marked or defined as confidential, regardless of the form in which it was communicated and the manner in which the Seller gained access to it.

3. The term “Confidential Information” shall not include any classified information, within the meaning of the Act of 5 August 2010 on the protection of classified information (consolidated text, Journal of Laws of 2024, item 632, as amended).

4. If the need arises to provide classified information referred to in Par. 3 above, the scope, mode and manner of transfer of such information shall be regulated by a separate agreement between the Parties, in compliance with the requirements arising from the provisions of the Act referred to in Par. 3 and executive acts issued on its basis.

5. The Parties shall permit the disclosure of Confidential Information to the Parties’ staff, legal and financial advisors subject to the obligation of such persons to keep Confidential Information confidential under the terms and conditions indicated herein.

6. The prohibition on disclosure of Confidential Information shall not apply to information which:

1. has been published, become known or been officially made public, without breaching the provisions hereof,
2. has been communicated by a third party, without breaching any non-disclosure obligations towards the Parties,
3. will be communicated by one Party with the prior consent of the other Party,
4. will be disclosed pursuant to mandatory provisions of law or as a result of a request from a competent general or administrative court, state authority or public authority, in accordance with the law or a court decision or as a result of administrative, control or other official proceedings.

7. The obligation to maintain the secrecy of Confidential Information, as indicated herein, shall continue during the term hereof, as well as after the expiry or termination of, or withdrawal from, the Contract.

**§17**

**Processing of personal data**

1. The Parties declare that they act as controllers of personal data, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the “GDPR”, with regard to the personal data of persons responsible for day-to-day working contacts (so-called contact data) or performing factual activities arising from the Contract. The personal data provided for the purposes of the Contract shall be ordinary data and shall include, in particular, first name, surname, position and place of work, business telephone number, business e-mail address.

2.Personal data of the persons referred to in Par. 1 shall be processed by the Parties on the basis of Article 6(1)(f) of the GDPR (i.e., the processing is necessary for the purposes of the legitimate interests pursued by the data controllers) only for the purpose and to the extent as necessary for the performance of the tasks related to the execution of the concluded Contract.

3. The Parties undertake to protect the personal data made available to each other in connection with the performance hereof, including the implementation and application of technical and organisational measures ensuring the appropriate level of security of personal data, in accordance with the provisions of the law, and in particular the provisions of the GDPR.

4. The Parties declare that the content of the information clause containing detailed information on the processing of personal data of natural persons, referred to in Par. 1, is enclosed in Appendix 5 and Appendix 6.

5. The Parties undertake to inform the natural persons referred to in Par. 1, who are not the persons signing the Contract, of the content of this paragraph.

**§ 18**

**OHS and fire protection**

1. For the duration of the Contract, the Supplier undertakes to:
2. employ persons on the basis of a legal form of employment,
3. designate (by name) its representative responsible for work safety during the performance of the Contract.
4. During the assembly of the Supply Object, the conduction of training and the performance of any warranty activities or other activities on the Contracting Authority’s premises, or at any other location indicated by the Contracting Authority, the Supplier undertakes to:
5. present, before the commencement of the work and at the request of the Health and Safety Coordinator appointed by the Contracting Authority, a proof of professional authorisations (qualifications), general specialist health and safety training (e.g., for work at heights), and valid medical certificates indicating that there are no contraindications to work in the occupied position by the persons employed,
6. arrange, together with the Health and Safety Coordinator, the organisation and principles for the safe execution of all work under the Contract,
7. direct the persons working for the Supplier, prior to the commencement of the performance of the Subject-Matter of the Contract, to the Health and Safety Coordinator, in order to obtain information on risks to health and safety at work, and on the safety rules in force at the Contracting Authority. The persons working for the Supplier shall confirm that they have been provided with the above information by signing a form provided by the Health and Safety Coordinator,
8. provide the Health and Safety Coordinator, prior to the commencement of work, with a written statement indicating that the persons working for the Supplier have been acquainted with the occupational risk assessment applicable to their work on the Contracting Authority’s premises, based on the template constituting **Appendix 7** hereto,
9. equip the persons working for the Supplier with the necessary devices and tools with appropriate certificates and declarations of conformity, as well as with work clothing, footwear and personal protective equipment, appropriate for the type of work to be performed,
10. fully observe the regulations and principles of occupational health and safety, as well as fire protection, during the performance hereof, and in particular:
11. secure workplaces, with particular attention to work at height,
12. carry out fire protection work in accordance with the Fire Safety Regulations in force on the Contracting Authority’s premises, in particular to have a notification and authorisation to carry out such work,
13. comply with the ban on smoking cigarettes, tobacco products, novelty tobacco products and electronic cigarettes in the Contracting Authority’s buildings,
14. use installations, equipment and tools in a technically efficient manner, consistent with their intended use,
15. place objects on exit routes in a manner which does not reduce their width below the required values, as specified in the technical and construction regulations, and avoid blocking emergency exits,
16. abstain from restricting access to fire extinguishers and fire-fighting equipment,
17. store flammable materials at a distance of more than 5 m from buildings,
18. keep the work area in good order (including the storage of all auxiliary equipment and materials in a place designated by the Employer), free from traffic obstructions,
19. move around the site on designated traffic routes, in accordance with the traffic signs,
20. abstain from pouring any liquids, especially hazardous and oil-based liquids (e.g., coolants, oils, fuels, solvents, etc.) into the ground or into sewage drains,
21. use a sorbent, and protect the nearest manhole and gully, in the event of accidental leakage of a hazardous substance; the used sorbent must be cleaned up and disposed of by the Supplier, at its own expense,
22. dispose of waste generated in connection with performing the Subject-Matter of the Contract on an ongoing basis, within the Supplier’s own means and at its expense, in accordance with the provisions of the Waste Act of 14 December 2012 (consolidated text, Journal of Laws of 2023, item 1587), in accordance with which the Supplier or persons whom the Supplier engages in the performance hereof, with the consent of the Contracting Authority, shall be acting as waste generators,
23. promptly inform the Health and Safety Coordinator of any hazards noticed.

**§19**

**Final provisions**

1. Any disputes and claims arising hereunder or in connection herewith, which cannot be settled by way of mutual negotiations, shall be settled by the Arbitration Court within the National Chamber of Commerce, in accordance with the rules of that court; and the language of the proceedings shall be Polish.

2. This Contract shall be governed by Polish law, excluding the provisions of the United Nations Convention on the International Sale of Goods.

3. In the event that individual provisions of the Contract prove to be invalid or ineffective, whether in whole or in part, and for any reason, the other provisions of the Contract shall remain in force. The parties undertake, in the aforementioned case, to replace the invalid or ineffective provisions with other provisions, in such a way as to achieve the purpose of the Contract to the fullest extent possible.

4. Any receivables to which the Supplier may be entitled in connection herewith may not be transferred to any third parties without the consent of the Contracting Authority which, in order to be valid, must be expressed in writing, nor may they be submitted to statutory set-off with the receivables to which the Contracting Authority is entitled.

5. This Contract, together with Appendices, constitutes the entire agreement between the Parties. All appendices hereto shall form integral parts hereof.

6. This Contract has been drawn up in two (2) counterparts for each Party.

7. Any changes hereto or modifications hereof shall be made in writing, or shall otherwise be null and void.

8. In the event of any discrepancies between the wording of the Contract and the wording of the Supplier’s offer constituting **Appendix 2** hereto, the provisions more favourable to the Contracting Authority shall prevail.

9. The provisions of any general terms and conditions of sales or delivery (used by the Supplier or the Manufacturer) shall not apply to the Contracting Authority.

**Signatures of the Parties**

**The Contracting Authority: The Supplier:**

…………………………… …………………………

…………………………… …………………………

**Appendices:**

Appendix 1 – Detailed description of the Subject-Matter of the Contract

Appendix 2 – Supplier’s Offer dated 18.02.2025 - quotation no. 24-10-4125, Rev. 3

Appendix 3 – Template of the Preliminary/Final Acceptance Report

Appendix 4 – Template of the Training Report

Appendix 5 – GDPR clause of the Buyer

Appendix 6 – GDPR clause of the Supplier

Appendix 7 – OHS statement

APPENDIX 3

**To Contract No. ……….** **2025 of ......................**

**PRELIMINARY/FINAL ACCEPTANCE REPORT**

**THE SUPPLIER:**

**THE RECIPIENT:**

Supply Object:

Serial No. …………………………………………..

The aforementioned *…………………* has, in accordance with the terms and conditions of the Contract, been delivered, assembled and commissioned, together with the instruction manual and technical documentation.

The receiving party shall supplement this confirmation of the characteristics of the scope of supply, assembly and functionality of the supply object with the following comments:

.................................................................................................................................

.................................................................................................................................

At the same time, the receiving party confirms that the above remarks do not constitute obstacles to the functioning and use of the supply object.

Signatures of the receiving persons: Signatures of the delivering persons:

................................................ .................................................

................................................. .................................................

………………………………… …………………………………

City/town: Date of receipt:

…………………………... ………………………………

APPENDIX 4

**To Contract No. ……………../...................................................../2025 of ......................**

**TRAINING REPORT**

**THE SUPPLIER:**

**THE RECIPIENT:**

Supply Object:

Serial No. …………………………………………..

In line with the terms and conditions of the contract, THE SUPPLIER has conducted staff training.

The following RECIPIENTS have been familiarised with the terms and conditions of operation, use and maintenance:

A – machine operators:

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B – technical maintenance workers:

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………………………………………………………………………………………………

C – IT staff / programmers: ..................................................................................

On the part of the Seller, the training has been conducted by:

………………………………………………………………………………………………

………………………………………………………………………………………………

Place: Date:

Warsaw……………………………………

**Appendix 5 to the Contract**

**Information clause**

Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), please be informed that:

1. The controller of your personal data is PIT-RADWAR S.A. with its registered office in Warsaw, ul. Poligonowa 30, 04-051 Warszawa.
2. In any matters related to the protection of personal data at PIT-RADWAR S.A., you may contact the Chief Data Protection Specialist by calling at **22 540 22 02** or via electronic mail: **dane.osobowe@pitradwar.com**.
3. Your personal data shall be processed pursuant to points c and f of Article 6(1) with the aim of performing the contract, to the necessary (minimum) scope to guarantee proper operations for the following purposes: The fulfilment of tax obligations **–** to fulfil obligations arising from tax laws, in particular the General Tax Law, the Corporate Income Tax Act, the Act on Goods and Services Tax, and other tax regulations - for 5 years starting from the end of the calendar year in which a given event occurs (legal basis: Point c of Article 6 (1) of the GDPR). Exercise or defence of legal claims for the purposes of the legitimate interests pursued by the controller, consisting in the exercise of property and non-property rights or the defence of legal claims against the controller pursuant to general legal provisions, in particular the Civil Code – for 3 years after the end of cooperation, and in the event of pending proceedings, until it is concluded with a final and binding ruling, or until the statute of limitations on relevant claims expires (legal basis: point f of Article 6(1) of the GDPR).
4. The recipient of your personal data is PIT-RADWAR S.A. which makes your data available if such obligation arises from the provisions of applicable law, i.a., to the Social Insurance Institution (ZUS), National Revenue Administration (KAS), State Fund for the Rehabilitation of Disabled Persons (PFRON), court enforcement officers, State Labour Inspectorate (PIP), State Sanitary Inspectorate, other state bodies, the Police, the Military Police, Military Counter-Intelligence Service and other bodies authorised to control our operations, and a specialised armed security formation referred to in Article 5 (1) of the Act of 22 August 1997 on the Protection of People and Property.

5. Your personal data shall be processed for a period required by law, i.e.,

* to secure or exercise potential claims arising from the Contract,
* to comply with the legal obligations imposed on the Controller (arising, for instance, from accounting or tax laws).

6. You have the right to request access to your data, and the right to request rectification, erasure, restriction of processing, and the right to data portability, the right to object to processing, and if the data is processes based on a consent: the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

You have the right to:

* access the contents of your data – to obtain Controller’s confirmation whether or not your data is being processed. If the data of the data subject are processed, the data subject has the right to request access to the data and to the following information: the purposes of the processing, the categories of personal data concerned, the recipients or categories of recipient to whom the personal data have been or will be disclosed, the period for which the personal data will be stored, or the criteria used to determine that period, the right to request rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing (Article 15 of the GDPR);
* obtain a copy of your personal data – the provision of a copy of data undergoing processing, whereas the first copy is free-of-charge and the controller may charge a reasonable fee based on administrative costs for any further copies (Article 15(3) of the GDPR);
* rectification **–** the right to request rectification of inaccurate or incomplete data concerning the data controller (Article 16 of the GDPR);
* erasure of data **–** the right to request erasure of personal data where there is no legal ground for processing or the data is no longer necessary in relation to the purposes for which it was processed (Article 17 of the GDPR);
* restriction of processing **–** the right to request restriction of personal data processing (Article 18 of the GDPR);
* object **–** the data subject’s right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her where processing is necessary for the purposes of the legitimate interests pursued by the controller, including profiling. The Controller shall review whether there are compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims. If, according to the controller's assessment, the data subject's interests override the Controller's interests, the controller shall no longer process the data for such purposes (Article 21 of the GDPR).

To exercise the aforementioned rights, the data subject should contact the Controller or its Chief Data Protection Specialist (contact details in points 1 and 2), and provide information about the right he or she wishes to exercise and to what extent.

7. You do not have the right to:

a) erasure of data in conjunction with Points (b), (d) or (e) of Article 17 (3) of the GDPR;

b) data portability referred to in Article 20 of the GDPR;

c) object to data processing there the legal basis for the processing is a condition laid down in Point (c) of Article 6 (1) of the GDPR.

1. If you consider that the processing of your personal data infringes the provisions of the GDPR, you have the right to lodge a complaint with the President of the Personal Data Protection Office. Address: Urząd Ochrony Danych Osobowych (Personal Data Protection Office), Stawki 2, 00- 193 Warszawa, phone: 22 531 03 00, fax: 22 531 03 01 or via an electronic filing system available on https://www.uodo.gov.pl/pl/p/kontakt.