

Appendix No. 2 to the Terms of Reference – “Draft Contractual Provisions”

CONTRACT

No. [...]

entered into on [...] 2026

between

the Government Agency for Strategic Reserves, ul. Stawki 2b, 00-193 Warsaw, operating pursuant to the Act of December 17, 2020, on strategic reserves, with Tax ID (NIP): 5260002004, Business ID (REGON): 012199305, represented by: [...], hereinafter referred to as **the Contracting Authority**

and

[...]

hereinafter referred to as **the Contractor**

hereinafter collectively referred to as **the Parties**, and individually as **a/the Party**

which reads as follows:

*Whereas the Contracting Authority, as a result of a public procurement procedure conducted pursuant to the Act of September 11, 2019 – Public Procurement Law, through an open tender procedure titled “**Delivery of medical equipment for air medical evacuation for a total of 6 intensive care units and/or 16 non-intensive care bed unit units in 5 different configurations, including the preparation of certification documentation and obtaining a Supplemental Type Certificate (STC) for the modification of the ERJ190-200 aircraft model**”, as part of the grant project “**Development and maintenance of rescEU transport and logistics capacities in Poland**”, reference number: **BPzp.271.38.2026** (hereinafter: the Procurement), selected the Contractor’s bid as the most advantageous bid, the Parties hereby agree to enter into this agreement (hereinafter: the Contract) with the following content:*

§ 1

[Object of Contract]

1. The object of this Contract shall **the delivery** by the Contractor, together with the transfer of ownership to the Contracting Authority, **of medical equipment and additional equipment** (hereinafter collectively: Medical Equipment), **used for the performance of air medical evacuation by aircraft of the ERJ190-200 model with serial numbers: 19000415, 19000444, 19000462, and 19000516** (hereinafter collectively: the Aircraft),

along with the preparation of complete certification documentation and the subsequent obtaining of a Supplemental Type Certificate (hereinafter: STC) for modifications to the Aircraft resulting from its adaptation for medical evacuation, comprising a total of: 6 intensive care units and 16 non-intensive care units, in 5 different configurations.

2. A detailed description of the object of the Contract, including, in particular:
 - a. the scope of the required certification documentation and a description of the individual configurations of intensive care units and/or non-intensive care units,
 - b. a list of medical equipment comprising, respectively, intensive care units and non-intensive care units, as well as a specification of the technical and clinical parameters of the medical equipment,has been specified in **Appendix No. 1 to the Terms of Reference applicable to the Procurement (hereinafter: TOR) – “Description of the Object of the Contract.”**
3. The object of the Contract is co-financed by European Union funds allocated to the Contracting Authority under the grant project titled: ***“Development and maintenance of rescuEU transport and Logistics capacities in Poland,”*** project number: 101105145 (hereinafter: the Project), implemented under the European Union Civil Protection Mechanism (hereinafter: UMOL).

§ 2

[Purpose of the Contract]

1. The Contracting Authority declares that:
 - a. EUMC constitutes a system for coordinating rescue and humanitarian assistance (hereinafter collectively: Assistance Activities) in the event of natural and man-made disasters, including acts of war and/or similar events (hereinafter collectively: Crisis Situations), the scale or nature of which exceeds the response capabilities of the country affected by the Crisis Situation,
 - b. The objective of the Project is to establish and subsequently maintain, within the framework of UMOL, rescuEU’s transport and logistics capabilities: two multi-purpose (passenger) aircraft for the transport of people and goods, and one aircraft adapted for medical (MEDEVAC) (hereinafter: Medical Aircraft), enabling the effective provision of relief operations in connection with the occurrence of and under the conditions of crisis situations,
 - c. on July 7, 2025, in pursuit of the Project’s objective, the Contracting Authority entered into Contract No. BPzp-BZKiOL-62/2025 (hereinafter: the Master Contract), the subject of which is the provision by PLL “LOT” to provide non-scheduled air transport services while maintaining a constant state of readiness to perform air transport operations with the aircraft referred to in subparagraph b. above, along with the provision of storage space at Warsaw Chopin Airport,
 - d. PLL “LOT” has notified the Contracting Authority that the aircraft will be placed in a state of readiness appropriate for a medical aircraft,
 - e. the object of this Contract is closely linked to the object of the Master Contract, supplementing it with regard to the ability to achieve the state of readiness of the Aircraft for the performance of MEDEVAC operations – failure to properly perform the object of

- this Contract will prevent the achievement of the state of readiness of the Aircraft for the performance of MEDEVAC operations, and thus the achievement of the Project's objective,
- f. taking into account the circumstances indicated in points a–e above, the purpose of the Contract is to enable the Contracting Authority to build rescEU capacity for the performance of MEDEVAC operations by:
- equipping the Aircraft with appropriate medical equipment,
 - providing the necessary certification documentation to enable the Aircraft to obtain an STC for modifications involving the installation of multi-purpose intensive care stretchers and/or non-intensive care stretcher units in a total of 5 different configurations.
2. The Contractor declares that he:
- a. possesses the knowledge and experience, including the approvals and certifications required by law, and has the personnel, organizational, and technical resources necessary for the proper and timely performance of the object of the Contract, and thereby to objectively enable PLL “LOT” to bring the Aircraft to a state of readiness for MEDEVAC operations,
- b. is aware of the close connection between this Contract and the Master Contract, confirming the ability to perform this Contract within the specified timeframe, in accordance with the terms of this Contract, the Terms of Reference (ToR) together with the Appendices, mandatory provisions of law, including international law, and – where applicable – binding resolutions of international organizations established by international agreements ratified by the Republic of Poland, as well as binding instructions and regulations (hereinafter collectively: legal regulations), and furthermore: the interests of the Contracting Authority and in compliance with all safety rules, including those resulting from the design assumptions and limitations of the Aircraft (cargo hold capacity, weight limitations, door size and design, etc.).
3. The Parties undertake to cooperate closely, as necessary and appropriate to achieve the objective of this Contract, and thereby also the objective of the Master Contract and, consequently, the objective of the Project.

§ 3

[Term and Place of Performance of the Contract]

1. Term of performance of the object of the Contract:
- a. delivery of medical equipment suitable for intensive care units, including:
- cardiac monitors / defibrillators
 - syringe infusion pumps
 - transport ventilators
 - 5-liter oxygen cylinders
 - oxygen concentrators
 - transport electric suction units
 - passive oxygen therapy dispensers (where applicable)
 - devices for loading and unloading patients on stretchers
- (hereinafter collectively referred to as Intensive Care Medical Equipment)
- and
- b. supply of medical equipment appropriate for non-intensive care units within the scope of:

- cardiac monitors / defibrillators
- cabinets for storing medical devices, including suction units, disposable supplies (syringes, needles, gauze, gloves, and similar items)
- transport suction units
- 5-liter oxygen cylinders

(hereinafter collectively referred to as Medical Equipment for non-intensive care units)

within 4 months from the date of execution of the Contract,

and furthermore:

c. delivery of medical equipment suitable for:

- units for intensive monitoring using multifunctional intensive care stretchers (including a stretcher base with storage space and a removable bridge that attaches to the stretcher for mounting medical devices)
- non-intensive care units for multifunctional stretchers (including the base)

and

d. preparation and submission to the Contracting Authority of complete certification documentation, including an approved STC for the aircraft modification and an aircraft certificate of airworthiness, in a total of 5 configurations for a total of 6 intensive care units and/or 16 non-intensive care units

by April 30, 2027.

2. Specifying the deadline for the performance of the object of the Contract as a specific date is justified by the need for the Contracting Authority to build rescEU capabilities in the field of transport and logistics within a strictly defined timeframe, as required by the Grant Project.
3. The object of the Contract shall be deemed to have been completed within the timeframes referred to in paragraph 1 above if, by the expiration of such timeframe, the Contractor, as applicable, submits to the Contracting Authority complete, substantively accurate, and formally correct certification documentation, together with the STC and the Airworthiness Certificate for the Aircraft, and delivers to the Contracting Authority the Medical Equipment meeting the Contracting Authority's requirements, and conducts the training referred to in § 5, paragraphs 3–12 of the Contract. Upon receipt, as applicable, of the certification documentation, together with the STC and the Airworthiness Certificate, as well as the Medical Equipment, the Parties shall draw up partial acceptance reports. For the avoidance of doubt, the Contracting Authority declares that partial acceptance reports may be drawn up after the deadlines referred to in paragraph 1 above, which does not affect the determination of the actual deadline for the Contractor's performance of the object of the Contract.
4. Place of performance of the object of the Contract:
 - a. service of preparing comprehensive certification documentation, including the subsequent obtaining of an approved STC for modifications to the Aircraft resulting from the adaptation of the Aircraft for medical evacuation, for a total of: 6 intensive care units () and 16 non-intensive care units, occurring in a total of 5 different configurations: **The Contracting Authority does not specify the location of service performance due to the specific**

nature of the service (the service may be performed at the Contractor's premises or at another location selected by the Contractor),

- b. Delivery of medical equipment: The Contracting Authority will specify the exact delivery location for the medical equipment after the public contract is awarded, but no later than 7 days prior to the scheduled delivery of the object of the planned contract, provided that the delivery location is **within the territory of the Republic of Poland** – applicable to all deliveries referred to in paragraph 1(a) – (c) above.

§ 4

[Certification Documentation]

[Contractor's Capability]

1. The Contractor declares that:
 - a. it holds the status of a certified organization designing products, parts, and accessories or responsible for modifications and repairs of products, parts, and accessories, meeting the requirements of **Part 21, Subpart J** of Annex 1 to Commission Regulation (EU) No. 748/2012 of August 3, 2012, laying down implementing rules for the certification of aircraft and related products, parts, and accessories in terms of airworthiness and environmental protection, and for the certification of design and production organizations (hereinafter: Commission Regulation (EU) No. 748/2012),
 - b. as a certified design organization, has established a design assurance system for the control and supervision of the design and design changes of the products, parts, and accessories covered by the application, enabling at least:
 - ensuring that the design of products, parts, and accessories, or design changes thereto, comply with the applicable type-certification basis and environmental protection requirements,
 - ensuring that its scope of responsibility is properly fulfilled in accordance with the relevant provisions of mandatory law, including Commission Regulation (EU) No. 748/2012 and the terms of approval,
 - independently monitor compliance with or the adequacy of documented system procedures,
 - c. maintaining a sufficient number of experienced technical staff capable of properly preparing the certification documentation covered by the Contract,
 - d. ensures complete and effective coordination between and within individual technical departments,
 - e. holds the status of a certified production organization for products, parts, and accessories, meeting the requirements of **Part 21, Subpart G** of Annex 1 to Commission Regulation (EU) No. 748/2012 and, consequently, also complies with the required quality system of a production organization holder, including with respect to organizational structure and monitoring of the standard of products, parts, and accessories, or will remain in close cooperation with an entity holding the status of a certified production organization (on a subcontracting basis).

[Preparation of Certification Documentation]

2. Contractor:

- a. shall prepare complete, substantively accurate, and formally correct certification documentation necessary to conduct the certification process for the modification of the Aircraft regarding the installation of multi-purpose intensive care stretchers and non-intensive care stretcher units in a total of 5 (five) configurations (hereinafter: Certification Documentation)

and

- b. obtain an STC approved by the European Union Aviation Safety Agency (EASA) or an STC issued by the Federal Aviation Administration (FAA) and approved by EASA or an STC issued by the National Civil Aviation Agency (ANAC) and approved by EASA, together with an Airworthiness Certificate (ensuring the aircraft's continued airworthiness).
3. The detailed scope of the Certification Documentation, including a description of the specific configurations of intensive care units and/or non-intensive care units, is specified in Appendix No. 1 to the ToR – “Description of the Object of the Contract.”
4. As part of the preparation of the Certification Documentation and the subsequent obtaining of the STC certificate, the Contractor is obligated, in particular, to (where applicable):
- a. undertake all necessary engineering and design activities, including the creation of design and engineering models as well as test prototypes,
 - b. conducting development and qualification (D&Q) tests,
 - c. conducting laboratory qualification tests, compliance inspections, and test observations,
 - d. ensure constant contact between the persons assigned to prepare the Certification Documentation – who possess the knowledge, experience, and professional qualifications necessary for the proper preparation of the Certification Documentation (hereinafter: Experts) – and representatives of the Contracting Authority, and when necessary or appropriate, also with representatives of PLL “LOT,” including through participation in working meetings organized by the Contracting Authority, provided that the Contracting Authority declares that it permits the participation of Experts in working meetings via teleconference or using other means of remote communication, provided that this does not disrupt the communication process
 - e. ongoing consultation with the Contracting Authority regarding technical, technological, and/or organizational solutions adopted by the Contractor (Experts),
 - f. submission to the Contracting Authority for approval of:
 - conceptual designs for the disassembly of specific components of the Aircraft cabin (and/or other Aircraft components) relevant to the installation of multi-purpose intensive care stretchers and non-intensive care recumbent units in a total of five different configurations, and the subsequent restoration of the Aircraft to its original configuration,
 - documentation, in both descriptive and drawing form, intended to serve as the basis for obtaining an STC,

whereby the Parties jointly declare that:

- The Contracting Authority may, within 7 business days from the date of submission of the conceptual design / documentation, raise comments and/or objections to the technical design / documentation. If the Contracting Authority raises comments and/or objections to

the technical design / documentation, the Contractor is obligated to address them immediately and subsequently submit to the Contracting Authority, for approval, a modified technical design / documentation, no later than 14 days from the date the comments and/or objections were raised,

- The Contractor is not obligated to address the Contracting Authority's comments and/or objections regarding the adopted solutions and/or technical and/or material specifications referred to above if addressing them could pose a threat to the safety of the Aircraft's operation or is contrary to legal regulations. The Contractor shall justify in writing any failure to take into account a given comment and/or objection of the Contracting Authority. In the event of further comments and/or objections from the Contracting Authority, the procedure for the acceptance of the technical design/documentation shall be repeated;
- the consultations and approvals referred to in subparagraphs (e) and (f) above do not transfer to the Contracting Authority the risk or liability for the performance of the object of the Contract. In particular, the Contractor, as a professional, is obligated to inform the Contracting Authority of the inability to perform the object of the Contract in accordance with the Contracting Authority's assumptions and guidelines due to their conflict with legal regulations or safety considerations, and is obligated to recommend to the Contracting Authority solutions, technologies, materials, and equipment that will best achieve the purpose of the Contract.

[acceptance]

5. The Contractor shall notify the Contracting Authority of its readiness for acceptance of the Certification Documentation, together with the approved STC and the Airworthiness Certificate for the Aircraft.
6. Upon notifying readiness for final acceptance, the Contractor shall provide the Contracting Authority with the complete Certification Documentation, including the approved STC and the Airworthiness Certificate:
 - a. drawn up in English and Polish,
 - b. in electronic form (in .pdf format, with the descriptive section additionally provided in an editable text document format),
 - c. signed by the Experts using qualified electronic signatures within the meaning of Article 3(12) of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.
7. By providing the Contracting Authority with copies of the Certification Documentation, together with the approved STC and the Airworthiness Certificate, the Contractor simultaneously transfers to the Contracting Authority the ownership rights to such copies (where applicable). The transfer of ownership of the copies referred to in the preceding sentence is covered by the remuneration referred to in § 11(1)(a) of the Contract.
8. The Contracting Authority shall proceed with the acceptance of the Certification Documentation, together with the approved STC and the Airworthiness Certificate, immediately, but no later than within 7 days from the date of the effective notification of readiness for acceptance, and shall complete the acceptance no later than within 21 days from the date of the effective notification of readiness for acceptance.

9. The Parties shall draw up a partial acceptance report regarding the acceptance activities. For the avoidance of doubt, the Contracting Authority declares that the Certification Documentation applicable to each configuration shall be subject to individual acceptance procedures, which shall be concluded by drawing up a partial acceptance report specific to the relevant Certification Documentation. In the event that the Contractor refuses to draw up a partial acceptance report, the Contracting Authority is entitled to draw up the report unilaterally.
10. The Contracting Authority shall:
 - a. refuse to perform partial acceptance if it is determined that the object of the Contract, in the part concerning the Certification Documentation for a given configuration, has not reached readiness for acceptance, in particular when the Contractor has not provided the Contracting Authority with complete Certification Documentation and/or an approved STC and/or an Airworthiness Certificate,
 - b. accept the delivery if the object of the Contract, in the part concerning the Certification Documentation in the given configuration, has in fact reached readiness for acceptance, in particular if no material defects in the Certification Documentation have been identified.
11. In the event of a refusal to accept, the Contracting Authority shall indicate in the partial acceptance report the reasons why it determined that the object of the Contract, in the part concerning the Certification Documentation in the given configuration, has not reached readiness for acceptance. In the case referred to in the preceding sentence, the Contractor is obligated to resubmit the Certification Documentation in the given configuration for acceptance, together with the approved STC and the Airworthiness Certificate, after the object of the Contract has actually achieved readiness in the part concerning Certification Documentation in the given configuration, subject to the following sentence. If, during the acceptance procedures, the Contracting Authority identifies a material defect in the Certification Documentation that cannot be remedied, the Contracting Authority may, at its discretion, request in the partial acceptance report that the Certification Documentation be redrafted or withdraw from the Contract within 14 days from the date of delivery to the Contractor of the partial acceptance report (with a refusal to accept).
12. If, during the acceptance procedures, the Contracting Authority identifies minor defects in the Certification Documentation in a given configuration, upon performing partial acceptance, the Contracting Authority shall:
 - a. shall specify in the partial acceptance protocol a deadline for the Contractor to remedy the defects – provided the minor defects are remediable,
 - b. indicate in the partial acceptance report the amount by which the Contracting Authority will reduce the remuneration due to the Contractor – if the minor defects cannot be remedied

[intellectual property rights]

13. The Contractor represents and warrants that:
 - a. he shall hold the economic copyrights to:
 - Certification documentation (in each configuration) and/or its individual componentsand
 - to all other works, regardless of their form of fixation, created in connection with the preparation of the Certification Documentation, constituting a manifeunit of creative

activity of an individual nature and, as such, constituting a work within the meaning of the Act of February 4, 1994, on Copyright and Related Rights (hereinafter collectively: Works) and shall have the right to dispose of the Certification Documentation and/or the Works,

- b. shall have the authority to dispose of and use the Certification Documentation and/or the Works and/or their individual elements, in particular to amend and modify the Certification Documentation and/or the Works and/or their individual elements (hereinafter: derivative rights) and shall not be restricted in the exercise of derivative rights,
- c. the economic copyrights to be transferred under the Contract and the authorization to exercise derivative rights shall be free from legal defects and shall not restrict the Contracting Authority in the exercise of such rights.

14. The Contractor, as part of the remuneration referred to in § 11(1)(a) of the Contract:

- a. transfer to the Contracting Authority the economic copyrights – upon delivery to the Contracting Authority of copies of the Certification Documentation and/or Studies – in the following fields of exploitation:
 - the use of the Certification Documentation and/or Studies, in whole or in part, to fulfill the purpose of the Contract and/or the Project, including making them available to other entities, in particular PLL “LOT,” to ensure the Aircraft’s readiness for MEDEVAC operations and the subsequent conduct of MEDEVAC operations,
 - the use of the Certification Documentation and/or the Studies and/or their individual elements for informational, validation, approval, inspection, and similar purposes, in particular through their presentation in whole or in part,
 - making the Certification Documentation and/or Studies and/or their individual elements available in any form,
 - the permanent or temporary recording or reproduction of the Certification Documentation and/or Studies and/or their individual elements, in whole or in part, by any means and in any form, including recording and reproduction by any technique, including by magnetic recording or digital means, such as recording on a CD, DVD, Blu-ray disc, flash drive, or any other storage medium,
 - making public, displaying, or presenting the Certification Documentation and/or the Studies and/or their individual elements, including in open sources, e.g., on the Internet, as well as in the context of public procurement procedures, provided that the Contracting Authority declares that all such activities will be undertaken in accordance with security principles and the legitimate interests of PLL “LOT” and/or other entities,
 - creating, storing, and using backup copies, using any technique,
 - loading the Certification Documentation and/or Studies and/or their individual components into the memory of the Contracting Authority’s computers and servers,
 - storing, recording, using, installing, and uninstalling the Certification Documentation and/or the Studies and/or their individual components,
 - distribution on the Contracting Authority’s internal computer network by placing the object of the Contract and/or its individual elements on a network resource, including the Intranet site,

- b. authorizes the Contracting Authority to exercise derivative rights to the Certification Documentation and/or Developments in the fields of exploitation referred to in subparagraph (a) above.

§ 5

[Medical Equipment]

[delivery]

1. Contractor shall:
 - a. deliver to the Contracting Authority a complete set of brand-new Medical Equipment to the location specified by the Contracting Authority in accordance with § 3(4)(b) of the Contract; for the avoidance of doubt, the Parties hereby jointly declare that:
 - the risk of accidental loss or damage to the Medical Equipment shall pass to the Contracting Authority only upon acceptance of the Medical Equipment confirmed by a partial acceptance report (technical and quantitative acceptance report and quality acceptance report),
 - ownership of the Medical Equipment passes to the Contracting Authority upon acceptance of the Medical Equipment confirmed by a partial acceptance report (technical and quantitative acceptance report and quality acceptance report),
 - b. deliver the Medical Equipment to the Contracting Authority in undamaged direct packaging, adapted to the technical and functional parameters of the Medical Equipment (hereinafter: packaging),
 - c. deliver the Medical Equipment to the Contracting Authority in packaging:
 - a. bearing a label in Polish, in accordance with applicable legal regulations – regarding the direct packaging,
 - b. permanently and visibly marked with the European Union flag logo along with the statement on the method of financing “Funded by the European Union,” the template of which is provided in Appendix No. 1A to the ToR – “Logo Template” and in accordance with the guidelines set forth in Appendix No. 1 to the ToR – “Description of the Object of the Contract,”
 - c. provide the Contracting Authority with complete technical documentation for the Medical Equipment, in particular declarations of conformity, certificates, and/or attestations issued by the manufacturer, other certificates, attestations, and/or statements, including those issued by notified bodies (where applicable), confirming that the Medical Equipment meets all required technical parameters described in Appendix No. 1 to the ToR – “Description of the Object of the Contract” – in original form,
 - d. provide the Contracting Authority with complete user documentation for the Medical Equipment, in particular a complete instruction manual for operation and use, including maintenance and storage rules and conditions for the Medical Equipment – in Polish and English,
 - e. provide the Contracting Authority with the manufacturer’s warranty card (when a manufacturer’s warranty is required in accordance with Appendix No. 1 to the ToR – “Description of the Object of the Contract”),

- f. provide the Contracting Authority with packing lists detailing the components of the Medical Equipment included in the delivery,
 - g. conduct the training referred to in paragraphs 3–15 below,
 - h. insure the Medical Equipment for the duration of transport and unloading at the location referred to in § 3(3)(b) of the Contract,
 - i. maintain, throughout the entire term of the Contract, a liability insurance policy in an amount not less than one-fourth of the total gross remuneration,
 - j. provide a quality guarantee for the Medical Equipment under the terms specified in § 13 of the Contract, including performing, throughout the entire warranty period, routine and/or periodic inspections of the Medical Equipment as recommended or required by the manufacturer of the Medical Equipment, including the replacement of consumable parts and other materials subject to wear and tear or replacement.
2. The Contractor guarantees that the Medical Equipment delivered to the Contracting Authority under the Contract meets all legal requirements, including those permitting its export from the territory of the Republic of Poland, without the Contracting Authority being required to obtain licenses, permits, consents, or declarations (hereinafter collectively: documents), regardless of their name and/or form, and without the need for the Contracting Authority to meet other legal requirements, unless the Contractor provides the Contracting Authority, no later than upon delivery of the Medical Equipment, with all necessary and sufficient documents permitting their free export from the territory of the Republic of Poland.

[training]

3. The Contractor shall organize, on a date agreed upon with the Contracting Authority, training comprising no more than 8 training hours for the relevant Medical Equipment, covering the operation, maintenance, and use of the Medical Equipment, for no fewer than 2 and no more than 5 employees of the Contracting Authority or other persons designated by the Contracting Authority (hereinafter: training participants). The Contractor shall ensure that the training is conducted by qualified personnel possessing theoretical knowledge and practical skills in the operation and use of the Medical Equipment (hereinafter: trainers).
4. The purpose of the training is to provide the Contracting Authority with the knowledge necessary for the proper operation and use of Medical Equipment, including proper maintenance and storage of Medical Equipment. In the event that, to maintain the proper operation of the Medical Equipment, at least periodic maintenance of the Medical Equipment and/or individual accessories is required, the Contractor shall inform the training participants of this, precisely specifying the scope of the necessary activities and the frequency of their performance.
5. Subject to paragraph 5 below, the training will be conducted in a classroom setting at a location designated by the Contracting Authority within Warsaw or its vicinity. The Contracting Authority will provide a room along with the equipment necessary to conduct the training (seating for training participants and trainers, access to electricity, and similar amenities).

6. The Contractor shall provide medical equipment in the quantity necessary for its presentation to training participants and for each training participant to perform specific procedures on the medical equipment.
7. The Parties agree that the form of the training may be changed to a remote format, i.e., using means of remote communication – a communication platform or other similar means allowing for free communication between the Parties and the real-time sharing of materials on the screens of computers or other devices of the recipients, in the event that the epidemiological situation and/or the international situation, in particular the resulting restrictions or limitations imposed within Poland, significantly hinder or prevent the conduct of the training in a face-to-face format.
8. In the event that the training is conducted remotely:
 - a. The Contractor shall provide a communication platform (or other similar means),
 - b. The Contracting Authority shall provide the technical infrastructure necessary to use the communication platform (or other similar means), as specified by the Contractor.
9. A change in the form of training shall not affect the remuneration due to the Contractor for the performance of the object of the Contract. In particular, the Contractor may not demand an increase in such remuneration.
10. The Contracting Authority shall be entitled to record the training in audio and video, both in the case of in-person training and training using means of remote communication. If the Contracting Authority exercises the right referred to in the preceding sentence, the Contractor shall provide the Contracting Authority, no later than immediately prior to the start of the training, with the written consent of the trainers to record their likeness and other personal data (voice, body movements, etc.), for the purpose of subsequently playing back the training recording, without any time or territorial restrictions, provided that the training recording is played back exclusively for training purposes (to help training participants retain the training content, and to share the training materials with other employees of the Contracting Authority or persons designated by the Contracting Authority).
11. The Parties shall draw up a report on the training conducted, specifying at least: the date of the training, a list of trainers, a list of training participants, the object of the training, and any comments.
12. If the training cannot take place due to the Contracting Authority's fault on three consecutively scheduled dates, the Contractor shall be exempt from the obligation to conduct the training.

[Acceptance of Medical Equipment]

13. The Parties hereby agree that the acceptance of the Medical Equipment shall take place in two stages, namely:
 - a. **technical and quantitative acceptance** – no later than:
 - within 3 months from the date of conclusion of the Contract – regarding intensive care medical equipment and non-intensive care medical equipment,
 - within 13 months from the date of conclusion of the Contract – regarding intensive care multifunctional stretchers (including the stretcher base with storage space and a removable bridge attached to the stretcher for securing medical devices) and multifunctional stretchers (including the base) suitable for non-intensive care bed units,

during which the Contracting Authority will verify:

- a. the actual quantity of the delivered medical equipment,
 - b. the actual condition of the primary packaging of the delivered Medical Equipment; provided that, in the event of damage to the primary packaging, the Contracting Authority is entitled to refuse acceptance of the Medical Equipment to which the damaged primary packaging pertains,
 - c. the contents of the immediate packaging, provided that – for the avoidance of doubt – the Parties hereby confirm that the inspection of the contents of the immediate packaging is intended solely to confirm that the immediate packaging is not empty. In particular, the inspection of the contents of the immediate packaging is not intended to confirm that the immediate packaging contains Medical Equipment, specifically in the offered model and type and with the technical and functional parameters required by the Contracting Authority,
 - b. **Quality Acceptance** – within 7 business days from the date of technical and quantitative acceptance, during which the Contracting Authority will verify the quality of the delivered Medical Equipment, i.e.:
 - a. compliance of the delivered Medical Equipment with the content of the Contractor's bid submitted in the Procurement Procedure and the Contracting Authority's requirements specified in Appendix No. 1 to the ToR – "Description of the Object of the Contract," in particular regarding the technical parameters of the Medical Equipment,
 - b. the proper functioning of the Medical Equipment,
 - c. the documentation required for each item of Medical Equipment – in terms of its completeness, substantive accuracy, and formal correctness, including the provision of documentation in both Polish and English.
14. The Contracting Authority:
- a. requires the Contractor's participation in technical and quantitative acceptance procedures,
 - b. permits the Contractor's participation in quality acceptance procedures – in every instance where the Contractor submits a request to participate in such procedures,
 - c. requires the Contractor's participation in quality acceptance procedures – at the Contracting Authority's request, in particular if the quality acceptance procedures are conducted prior to the training referred to in paragraphs 3–12 above.
15. The Contractor shall notify the Contracting Authority of its readiness for the technical and quantitative acceptance of the Medical Equipment no later than 5 business days prior to the scheduled date of presenting the object of the Contract to the Contracting Authority for technical and quantitative acceptance (notification). The Contractor shall send the notification referred to in the preceding sentence to the following address: awizacje@rars.gov.pl, and it shall include at least the following information:
- a. the Contract number,
 - b. the Contractor's details, including address and Tax ID,
 - c. contact details of the person responsible for the delivery – phone number, email address,
 - d. the quantity of medical equipment included in the delivery, along with the number of shipments and the number of pallets per shipment.

Based on the information provided, a notification will be created in the Contracting Authority's notification system and forwarded via email to the person responsible for the delivery on the Contractor's side.

16. The Contractor is responsible for ensuring that delivery dates comply with those previously notified. The Contracting Authority reserves the right to refuse to unload a delivery not delivered by the notified date. In the event of a refusal to unload deliveries made outside the notified timeframes accepted by the Contracting Authority, the Contracting Authority shall not be liable for any claims by the Contractor related to the refusal or delay in unloading such a delivery.
17. In the event that the Contracting Authority refuses to accept a delivery for reasons attributable to the carrier (poor technical condition of the vehicle or other circumstances posing a threat to the Contracting Authority's employees), photographic documentation of the factors preventing unloading and acceptance of the delivery shall be prepared and provided to the Contractor.
18. As a general rule, the Contractor is required to deliver the Medical Equipment to on EURO pallets with a maximum height of 1.8 m (including the pallet) and a weight not exceeding 800 kg, in a manner that ensures the safety of bystanders and the Medical Equipment, and taking into account the storage of the Medical Equipment using a forklift, in high-bay warehouses, and must allow for the identification of goods or master cartons on the pallet; in particular, securing goods with black stretch film is not permitted. Medical Equipment must not extend beyond the pallet's dimensions. The use of a carrier other than a EURO pallet requires the prior consent of the Contracting Authority and may result, in particular, from the dimensions of the medical equipment.
19. The Parties shall draw up reports on the inspections conducted:
 - a. a technical and quantitative acceptance report, of a bilateral nature, specifying at least:
 - the date the report was drawn up,
 - the persons participating in the acceptance procedures, i.e., the persons issuing the medical equipment on behalf of the Contractor and the persons receiving the medical equipment on behalf of the Contracting Authority,
 - the number of packages of Medical Equipment issued to the Contracting Authority,
 - the number of packages of Medical Equipment accepted by the Contracting Authority,
 - any comments, including, if applicable, the number of packages of Medical Equipment not accepted, along with the reason for non-acceptance,
 - signatures of the persons participating in the acceptance procedures,
 - b. quality acceptance, of a unilateral nature, and in the event of the Contractor's participation in the quality acceptance procedures – of a bilateral nature, specifying at least:
 - the start date and end date of the acceptance procedures,
 - the date the report was prepared,
 - the persons participating in the acceptance procedures on behalf of the Contracting Authority, and, if the Contractor participates in the quality acceptance procedures, also on behalf of the Contractor,
 - the quantity of medical devices accepted by the Contracting Authority,

- any comments, including the quantity of medical equipment not accepted, along with the reason for non-acceptance,
- signatures of the persons participating in the acceptance procedures.

20. The Contracting Authority:

- a. shall refuse to perform the technical and quantitative acceptance of the Medical Equipment in the event of:
 - mechanical (or similar) damage to the medical equipment (and/or its individual parts) is found – with respect to the damaged medical equipment,
 - failure to provide the required documentation for the Medical Equipment – with respect to the Medical Equipment for which the Contracting Authority has not been provided with documentation,
 - finding that the delivered goods do not comply with the object of the Contract, in particular if the Contractor delivers goods other than the Medical Equipment covered by the Contractor's offer,
 - b. may refuse to perform the technical and quantitative acceptance of the Medical Equipment in the event of:
 - finding mechanical (or similar) damage to the packaging of the Medical Equipment – with respect to Medical Equipment whose packaging is damaged,
 - the discovery of missing required documentation for the Medical Equipment – with respect to the Medical Equipment for which missing documentation was found, provided that the Parties mutually confirm that the Contracting Authority is not obligated to verify the completeness of the documentation at the stage of technical and quantitative acceptance, provided that, in the event of acceptance of the Medical Equipment, the Contracting Authority shall indicate in the remarks to the protocol:
 - a detailed description of any damage to the packaging of the Medical Equipment,
 - the incompleteness of the required documentation,
 - c. refuse to perform a quality acceptance in the event of:
 - the identification of significant defects in the Medical Equipment, in particular in the event of non-compliance of the delivered Medical Equipment with the Contractor's offer and/or with the technical specifications of the Medical Equipment set forth in Appendix No. 1 to the ToR – "Description of the Object of the Contract," in particular when the Medical Equipment does not possess all required technical parameters,
 - finding that the required documentation is incomplete and/or substantively incorrect and/or formally incorrect, while simultaneously setting a deadline for the Contractor to supplement and/or correct it, not exceeding 3 days. If the Contractor supplements and/or corrects the documentation within the time limit set by the Contracting Authority, and provided there are no other material defects in the Medical Equipment, the Parties shall draw up a new quality acceptance report confirming acceptance of the object of the Contract on the date of delivery of the object of the Contract to the Contracting Authority.
21. In the event of a refusal of technical-quantitative and/or quality acceptance, the Contractor is obligated to resubmit the Medical Equipment for technical-quantitative and/or quality acceptance.

22. If, during the technical, quantitative, and/or quality acceptance, the Contracting Authority identifies minor defects in the Medical Equipment, upon acceptance, the Contracting Authority shall:
- set a deadline for the Contractor in the acceptance report to remedy the defects – if the minor defects can be remedied,
 - indicate in the acceptance report the amount by which the Contracting Authority will reduce the remuneration due to the Contractor – if the minor defects cannot be remedied.
23. The provisions of paragraphs 13–22 above shall apply accordingly in the case of delivery of the Medical Equipment in batches (but no more than 3 batches).

§ 6

[Final Acceptance]

- After partial acceptances have been made:
 - Certification documentation, including the STC and the Airworthiness Certificate for the aircraft, in a total of 5 configurations, as confirmed by partial acceptance reports,
 - Medical Equipment, confirmed by technical-quantitative and quality acceptance reports as well as a training completion report, the Parties shall draw up **a final acceptance report for the object of the Contract**.
- The date of preparation of the final acceptance report shall not affect the determination of the date of final acceptance of the object of the Contract.
- The Contracting Authority does not permit partial acceptance of the Certification Documentation (in a given configuration) without prior or simultaneous delivery of the Medical Equipment to the Contracting Authority.

§ 7

[Obligations of the Parties under the Grant Project]

- The Parties are obligated to cooperate closely in the performance of the object of the Contract, in particular to take all actions necessary to achieve the objective of the Contract referred to in § 2 of the Contract.
- The Contracting Authority declares that, in accordance with the binding provisions of the agreement for the implementation of the Grant Project, concluded by the Contracting Authority with the European Union (hereinafter: the Grant Contract), the Contracting Authority:
 - is obligated to comply with the rules and regulations concerning, among other things:
 - the legality of actions,
 - prevention of conflicts of interest,
 - confidentiality,
 - ethics,
 - reporting,
 - submission to audit and inspection,
 - has undertaken to “extend” the obligations referred to in Section A. above to all entities providing services to the Contracting Authority under the Grant Project.

3. In view of the content of paragraph 2(B) above, the Contracting Authority requires the Contractor to:

[legality]

- a. execute the object of the Contract in accordance with:
- the provisions of the Grant Contract and the program documents constituting an integral part thereof – to the extent that the Grant Contract and program documents pertain to the object of the Contract. The Grant Contract, together with the program documents, constitutes Appendix No. 3 to the Contract,
 - mandatory provisions of national, EU, and international law,

[prevention of conflicts of interest]

- b. implement the object of the Contract in an impartial and objective manner, including by taking measures aimed at counteracting or preventing situations that give rise to doubts as to the impartiality and objectivity of the implementation of the object of the Contract, in particular through the existence of family ties or emotional ties, kinship, economic and business interests, political and/or national affiliations, other legal or factual relationships, or direct or indirect interests,
- c. immediately notify the Contracting Authority, using exclusive communication channels, of any actual or probable situation that raises doubts as to the impartiality and objectivity of the performance of the object of the Contract, together with an indication of the corrective or preventive measures that the Contractor has taken and/or intends to take, whereby the Contracting Authority reserves the right to:
- obtain further information and clarifications regarding the actual or probable situation,
 - require the Contractor to implement additional preventive or corrective measures within a timeframe specified by the Contracting Authority,

[confidentiality]

- d. keep confidential all information, data, documents, or other materials, regardless of the form in which they were expressed and/or recorded (hereinafter collectively: Information), throughout the entire term of the Contract and for a further 5 years from the date of the Contract's expiration – in each case, informing the Contractor of the sensitivity of the Information justifying the maintenance of its confidentiality (hereinafter: Confidential Information),
- e. The Contractor is authorized to disclose Confidential Information to personnel or other persons/entities involved in the performance of the object of the Contract or to other recipients of Confidential Information (hereinafter collectively: Recipients) only in the event that:
- when knowledge of Confidential Information is necessary for the proper performance of the object of the Contract or the protection of the EU's financial interests,
 - the recipients have previously undertaken to maintain the confidentiality of Confidential Information,
- f. be required to keep Confidential Information secret does not apply in the following cases:

- where the Contractor is required to disclose such information pursuant to mandatory provisions of law, including the disclosure of Confidential Information to state authorities, supervisory bodies, investigative authorities, and similar entities,
- where the Contracting Authority has consented to the disclosure of Confidential Information,
- when Confidential Information becomes publicly available without a breach of the obligation to maintain its confidentiality,

[ethics]

- g. perform the object of the Contract in accordance with the highest ethical standards, in particular with respect for the principles of social coexistence, including the loyalty of contracting parties and mutual respect for interests, as well as other ethical principles and rules established by EU law and international law,

[reporting]

- h. ensure, throughout the term of the Contract and for a further 5 years following the expiration of the Contract, and in the case of ongoing investigative, inspection, audit, investigations, or court proceedings – as well as until their final conclusion – to immediately provide or submit, upon any request by the Contracting Authority or any other authorized body or institution, including in particular the European Commission, the European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office, and the European Court of Auditors (hereinafter collectively: "Audit Authorities"):
- any information, documents, materials, or explanations regarding the manner of performance of the object of the Contract, in particular confirming its proper performance and the correctness of settlements made in connection with or under the Contract, including accounting and financial documents, in particular subcontracts, invoices, bills, and accounting books, provided that:
 - the information, documents, materials, or explanations provided or submitted must be accurate, precise, and complete,
 - the Contractor shall provide or submit information, documents, materials, or explanations in the form and format specified by the Contracting Authority / Audit Authorities, including, in the case of financial and accounting documents, in the original, regardless of their digitization or digitalization,
 - all documents confirming the correctness and reliability of the accounting records, in the form and format specified by the Contracting Authority / Audit Authorities, including in original form, regardless of their digitization or scanning,
- i. immediately inform the Contracting Authority, using exclusive communication channels, of any events and circumstances that have or may have a direct or indirect impact on the performance of the object or purpose of the Contract, in particular:
- the occurrence or likelihood of an event that prevents or significantly hinders the performance of the object or purpose of the Contract or threatens the financial interests of the EU, including changes in the Contractor's legal, financial, technical, organizational, or ownership status,
 - the occurrence or likelihood of an event affecting the performance of the object of the Contract in accordance with its terms,

[inspections, audits]

- j. submit for verification, inspection, and/or audit procedures conducted by the Contracting Authority and/or Supervisory Authorities, aimed at verifying the correctness of the performance of the object of the Contract and the correctness and reliability of the settlements made:
- in the case of verification proceedings – throughout the entire term of the Contract,
 - in the case of inspection and audit procedures – throughout the entire term of the Contract and for 5 consecutive years following the expiration of the Contract

and subject to:

- the right of the Contracting Authority or the supervisory authorities to engage independent external experts or external auditors, subject to regulations regarding the protection of confidential information, including the Contractor's trade secrets and potential conflicts of interest,
- the Contractor's obligation to immediately provide, upon any request by the Contracting Authority and/or the supervisory authorities, including independent external experts or external auditors, all information, data, explanations, and documents in the form and format requested by the Contracting Authority / the Supervisory Authorities, while ensuring the accuracy, precision, and completeness of the information, data, explanations, and documents provided. The fulfillment of the obligation referred to in the preceding sentence is without prejudice to the fulfillment of the obligation referred to in subparagraph h. above,
- the Contractor shall ensure the participation of authorized representatives of the Contractor in meetings with the Contracting Authority, representatives of the Supervisory Authorities, independent external experts, or external auditors,
- ensuring, by the Contractor, access to the Contractor's facilities and premises, including for independent external experts or external auditors, while simultaneously ensuring easy access to information within such facilities and premises,
- the Contractor's obligation to respond in detail to the results of any verification, inspection, or audit proceedings, in particular to any allegations, within 30 days of the date on which the results of such proceedings are presented to the Contractor.

§ 8

[Personnel]

1. The Contractor confirms that he has personnel with the knowledge, experience, and professional qualifications necessary for the proper performance of the object of the Contract, in sufficient numbers to ensure timely completion of the object of the Contract, and in particular has Experts whom he will assign to perform the object of the Contract in the part concerning Certification Documentation.
2. The Contracting Authority does not impose on the Contractor the obligation to employ personnel, including persons assigned to perform the object of the contract regarding the preparation of comprehensive certification documentation (experts), under an employment relationship within the meaning of Article 22 § 1 of the Act of June 26, 1974 – Labor Code due to:

- a. **the type of contract** – in accordance with Article 27(2)(1) of the Public Procurement Law, the contract covered by the proceedings constitutes, by type, a **supply contract**,
- b. the nature of the work of the personnel assigned to perform the subject of the contract, which corresponds to services, i.e., assigned to prepare comprehensive certification documentation, followed by obtaining an approved STC and an airworthiness certificate for the aircraft, in particular, the nature of the experts' work, characterized by **a high degree of autonomy and independence**, precluding direct supervision by the employer and the performance of work at a strictly defined place and time.

§ 9

[Subcontractors]

1. Subject to the provisions of § 4(1)(a) and (e) *in fine* of the Contract, the Contractor may entrust the performance of part of the object of the Contract to subcontractors.
2. The Contractor shall provide the Contracting Authority, at the Contracting Authority's request, with a list of subcontractors to whom he intends to entrust the performance of part of the object of the Contract, specifying the names, contact details, and representatives of the subcontractors. During the performance of the object of the Contract, the Contractor shall keep the list of subcontractors referred to in the preceding sentence up to date, in particular by notifying the Contracting Authority of any changes to the information regarding the listed subcontractors, of the termination of a subcontractor, of the intention to replace a listed subcontractor with another subcontractor, or of the assignment of the performance of a further part of the object of the Contract to a subcontractor other than the one listed.

§ 10

[Personal Data]

1. For the proper performance of the object of this Contract, in particular to maintain ongoing and smooth communication, the Parties shall mutually provide each other with the personal data of the personnel assigned to perform the object of this Contract and the personal data of the representatives of the Parties entering into this Contract.
2. Upon the disclosure to a Party of the personal data of the persons referred to in paragraph 1 above, the other Party shall become the controller of such personal data, undertaking to process it in accordance with applicable law, in particular in accordance with Regulation (EU) (EU) 2016/679 of April 27, 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, hereinafter: GDPR), the Act of May 10, 2018 on the Protection of Personal Data, taking into account specific provisions, to the extent necessary for the proper performance of the object of the Contract.
3. Each Party undertakes to fulfill, with respect to the persons referred to in paragraph 1 above, the information obligation referred to in Article 13 of the GDPR, which includes information regarding the disclosure of personal data to the other Party, along with the scope of such data and the purpose of its disclosure to the other Party.

§ 11

[Remuneration]

1. For the proper performance of the object of the Contract, the Contractor shall receive remuneration in the total amount of PLN [...] net, i.e., **PLN [...] gross** (hereinafter: total gross remuneration), whereby:
 - a. for the preparation of the Certification Documentation, including the subsequent obtaining of the STC and the permit for the use of the Aircraft in a total of five configurations – PLN [...] net, i.e., **PLN [...] gross**,
 - b. for the delivery, including transfer of ownership to the Contracting Authority, of Medical Equipment – PLN [...] net, i.e., **PLN [...] gross**, of which for:
 - the delivery of intensive care medical equipment (excluding multifunctional intensive care stretchers, including the stretcher base with storage space and a removable bridge attached to the stretcher for mounting medical devices) – PLN [...] net, i.e., **PLN [...] gross**, whereby the gross unit prices for the delivery of a single device comprising the intensive care unit were specified in the Contractor's bid submitted in the Procurement Procedure,
 - delivery of multifunctional intensive care stretchers, including a stretcher base with storage space and a detachable bridge that attaches to the stretcher for securing medical devices – PLN [...] net, i.e., **PLN [...] gross**,
 - the supply of medical equipment for non-intensive care units (excluding multifunctional stretchers with a base) – PLN [...] net, i.e., **PLN [...] gross**, whereby the gross unit prices for the supply of a single device comprising a non-intensive care bed unit were specified in the Contractor's bid submitted in the Procurement Procedure,
 - delivery of multifunctional stretchers with stands – PLN [...] net, i.e., **PLN [...] gross**.
2. The total gross remuneration is a lump sum and, as such, covers all costs necessary for the proper performance of the object of the Contract, including all costs, fees, and other fiscal obligations, the payment of which is a condition for the issuance and/or approval of the STC and/or the Airworthiness Certificate, as well as any potential customs duties and similar public-law charges, the payment of which is a condition for the delivery of the Medical Equipment to the Contracting Authority. The Contractor declares that the amount of the remuneration corresponds to the bid price, which he calculated with due diligence, based on a comprehensive analysis of the procurement documents and taking into account industry experience.
3. Payment of the total gross remuneration shall be made:
 - a. **in two installments:**
 - **the first installment** covering the gross remuneration for the delivery of intensive care medical equipment (excluding multifunctional intensive care stretchers with a stretcher base featuring storage space and a detachable bridge attached to the stretcher for mounting medical devices) and the delivery of medical equipment for non-intensive care units (excluding multifunctional stretchers with a base),
 - **the second installment** covering the gross remuneration for the development of Certification Documentation in a total of 5 configurations, including the STC and the Airworthiness Certificate, and for the delivery of intensive care multifunctional stretchers, including a stretcher base with storage space and a detachable bridge attached to the

stretcher for mounting medical devices, and the delivery of multifunctional stretchers together with a base suitable for non-intensive care recumbent positions covered by the Certification Documentation,

- b. within 30 days from the date of delivery to the Contracting Authority of a properly issued VAT invoice covering the remuneration due to the Contractor – regarding each of the tranches,
 - c. by bank transfer (where applicable), to the Contractor's bank account indicated on the so-called "white list of VAT taxpayers" using the split payment mechanism – for each of the installments.
4. The Contracting Authority does not permit payment to the Contractor in the form of advance payments.
 5. The date of payment shall be the date on which the Contracting Authority's bank account is debited. For the avoidance of doubt, the Contracting Authority hereby declares that the total gross remuneration due to the Contractor for the proper performance of the object of the Contract shall be settled in **Polish zloty**, in the amount specified by the Contractor in the bid submitted in the Tender. The Contracting Authority shall not be liable for any exchange rate differences resulting from the conversion of the Polish currency into a foreign currency performed by the financial institution maintaining the Contractor's bank account.
 6. The Contractor is obligated to issue invoices to the Contracting Authority and subsequently send the issued invoices to the Contracting Authority's mailing address (by mail or courier) or in electronic form to the Contracting Authority's email address designated for receiving electronic invoices: efakturacent@rars.gov.pl, subject to paragraph 7 below.
 7. In the event that circumstances arise resulting in the Contractor's obligation to issue VAT invoices in the National e-Invoice System (KSeF), in accordance with the provisions of the Act of March 11, 2004, on the Tax on Goods and Services (hereinafter: the VAT Act), the Contractor shall be required to send the Contracting Authority a VAT invoice in a structured format via the KSeF, in accordance with the provisions of the VAT Act. The date of receipt of the invoice by the Contracting Authority shall then be the date on which an identification number is assigned to it in the KSeF system. An incorrectly issued invoice shall not trigger the commencement of the payment period for the Contracting Authority.

§ 12

[indexation]

1. The Parties agree that the total gross remuneration may be adjusted in the event of:
 - A. changes in mandatory legal provisions regarding:
 - a. the statutory rate of value-added tax (VAT), if such a change affects the costs of performing the object of the Contract,
 - b. the statutory excise tax rate,
 - c. the minimum wage or the minimum hourly rate, as determined under the provisions of the Act of October 10, 2002, on the minimum wage,
 - if such changes affect the costs of performing the object of the Contract, causing them to decrease or increase by more than 15% (the rate of decrease or increase calculated individually for each cost).

In the case referred to in the preceding sentence, the Contractor's remuneration shall be:

- reduced if the VAT rate, the excise tax rate, the minimum wage, or the minimum hourly rate is reduced,
- increased if the VAT or excise tax rate, or the minimum wage, or the minimum hourly rate is increased.

The remuneration shall be reduced or increased to the extent that the reduction or increase in the VAT or excise tax rate, or the minimum wage or minimum hourly rate, applies, in proportion to the rate of reduction or the rate of increase in the costs of performing the object of the Contract caused by the change in the VAT or excise tax rate, or the minimum wage or minimum hourly rate, provided that the increase in remuneration shall not exceed 85% of the increase in the costs of performing the object of the Contract, i.e., taking into account the need for the Contractor to bear the risk of increased costs of performing the object of the Contract, while simultaneously guaranteeing the Contracting Authority the maintenance of high quality of the object of the Contract,

d. the rate of social security or health insurance contributions,

if this change affects the costs of performing the object of the Contract, causing them to decrease or increase by more than 15% (the rate of decrease or increase calculated individually for each cost).

In the case referred to in the preceding sentence, the Contractor's remuneration shall be:

- reduced if the insurance contribution rate is reduced,
- increased if the insurance premium rate is increased.

The remuneration shall be reduced or increased, in the portion affected by the reduction or increase in the insurance premium rate, in proportion to the rate of reduction or the rate of increase in the costs of performing the object of the Contract caused by the change in the insurance premium rate, provided that the increase in remuneration shall not exceed 85% of the increase in the costs of performing the object of the Contract, i.e., taking into account the need for the Contractor to bear the risk of increased costs of performing the object of the Contract, while simultaneously guaranteeing the Contracting Authority the maintenance of high quality of the object of the Contract,

B. changes in the rules for collecting and the amount of contributions to employee capital plans referred to in the Act of October 4, 2018, on Employee Capital Plans (Employee Capital Plan),

if such a change affects the costs of performing the object of the Contract, causing them to decrease or increase by more than 15% (the rate of decrease or increase calculated individually for each cost).

In the case referred to in the preceding sentence, the Contractor's remuneration shall be:

- reduced if the new rules for the collection and amount of contributions to the Employee Capital Plan result in a reduction in the costs of performing the object of the Contract,
- increased if the new rules for collecting and determining the amount of contributions to the Employee Capital Plan result in an increase in the costs of performing the object of the Contract.

The remuneration shall be reduced or increased, to the extent that it relates to the new rules for the collection and amount of contributions to the Employee Capital Plan, in proportion to the

rate of reduction or the rate of increase in the costs of performing the object of the Contract caused by the change in the rules for the collection and amount of contributions to the Employee Capital Plan, provided that the increase in remuneration shall not exceed 85% of the increase in the costs of performing the object of the Contract, i.e., taking into account the need for the Contractor to bear the risk of increased costs of performing the object of the Contract, while simultaneously guaranteeing the Contracting Authority the maintenance of high quality of the object of the Contract,

- C. changes in the prices of materials or costs associated with the performance of the object of the Contract, other than those specified in sections A and B above, compared to the prices of materials or costs associated with the performance of the object of the Contract in effect on the date the bid was submitted in the Tender, if such a change affects the costs of performing the object of the Contract, causing them to decrease or increase by more than 3% of the total gross remuneration or, as applicable, the preparation of the Certification Documentation together with the approved STC and the Airworthiness Certificate for the Aircraft or the delivery of Medical Equipment.

In the case referred to in the preceding sentence, the Contractor's remuneration shall be:

- reduced if changes in the prices of materials or costs related to the performance of the object of the Contract result in a reduction in the costs of performing the object of the Contract,
- increased if changes in the prices of materials or costs related to the performance of the object of the Contract result in an increase in the costs of performing the object of the Contract.

The remuneration shall be reduced or increased, to the extent that changes in the prices of materials or costs related to the performance of the object of the Contract are concerned, in proportion to the actual rate of reduction or the rate of increase in the costs of performing the object of the Contract caused by changes in the prices of materials or costs related to the performance of the object of the Contract, provided that the increase in remuneration shall not exceed 85% of the increase in the costs of performing the object of the Contract, i.e., taking into account the need for the Contractor to bear the risk of increased costs of performing the object of the Contract, while simultaneously guaranteeing the Contracting Authority the maintenance of high quality of the object of the Contract.

2. The Parties agree that the measure of changes in material prices or costs related to the performance of the object of the Contract shall be the consumer price index, as published in the most recent monthly bulletin of the President of the Central Statistical Office prior to the submission of the request for indexation (the price increase index may not be less than 3% compared to the index as of the date of submission of the bid, and in the case of subsequent indexations – as of the date of submission of the request for indexation).
3. The Parties agree to allow for the indexation of remuneration in the cases referred to in:
 - a. 1(A.a) – (A.d) above – throughout the term of the Contract, starting from the conclusion of the Contract,
 - b. paragraph 1, subparagraphs B and C above – throughout the term of the Contract, starting from the expiration of 6 months from the date of conclusion of the Contract, provided that the adjustment of remuneration may not be made more frequently than once every 6 months.

4. If any of the conditions for adjusting the remuneration arise, either Party may submit a request for adjustment, specifying:
 - a. a request to increase or decrease the amount of remuneration,
 - b. the amount of the increase or decrease in remuneration and the method of calculating that amount,
 - c. the basis for the adjustment of remuneration,
 - d. a list of costs covered by the adjustment request, including a comparison of prices prior to the occurrence of the basis for adjustment and current prices as of the date the adjustment request is submitted. The Party shall attach evidence supporting the validity of the adjustment to the request.
5. If a Party invokes more than one basis for remuneration indexation, the request referred to in paragraph 4 above shall address each basis for indexation separately.
6. If the request for indexation is found to be justified, the Parties shall amend the amount of remuneration by way of an amendment to the Contract, provided that the maximum change in remuneration resulting from its indexation over the entire term of the Contract may not exceed 15% of the total gross remuneration of the Contractor.
7. The Contractor whose remuneration is adjusted based on the grounds set forth in paragraph 1(C) shall be obliged to adjust the remuneration due to the subcontractor with whom he has entered into a subcontracting agreement to the extent corresponding to changes in material prices or costs related to the subcontractor's obligations, provided that the object of the subcontracting agreement involves supplies and the term of the subcontracting agreement exceeds 6 months.
8. Within 21 days of the date of conclusion of the Contract, the Contractor shall submit to the Contracting Authority a bid cost estimate illustrating the method of calculating the bid price. The bid cost estimate shall serve as the baseline comparative material in relation to the secondary calculation presented in the request for indexation referred to in paragraph 4 above. Failure to submit the bid cost estimate, or submission of a bid cost estimate that is incomplete, imprecise, unclear, unreliable, or inconsistent, shall constitute grounds for refusing to adjust the remuneration due to the inability to realistically verify the request against the terms of the bid. The Contracting Authority permits the inclusion of a confidentiality clause in the bid cost estimate due to the Contractor's trade secrets.

§ 13

[Warranty, Guarantee]

1. The Contractor grants the Contracting Authority a quality guarantee for the entire object of the Contract, i.e., for the Certification Documentation and the Medical Equipment as a whole and/or for individual parts of the Medical Equipment, for a period of **not less than 24 months**. The warranty period shall commence on the date of final acceptance of the object of the Contract by the Contracting Authority (in accordance with § 6 of the Contract).
2. The quality guarantee covers all legal and physical defects in the Certification Documentation and/or Medical Equipment and/or individual parts of the Medical Equipment that are discovered during the quality guarantee period. In particular, the Contractor shall be liable under the quality guarantee even if the defect is reported after the

expiration of the quality guarantee period, provided that the defect became apparent during the quality guarantee period and the defect was reported immediately upon its discovery.

3. The Parties agree that reports of defects in the Certification Documentation and/or Medical Equipment and/or individual components of the Medical Equipment shall be made in writing – via email or in writing to the following address:
 - a. for Certification Documentation: [...], [...],
 - b. for Medical Equipment: [...], [...],
4. Any change to the addresses referred to in paragraph 3 above requires notification to the Contracting Authority no later than 7 days prior to the planned change of addresses. In the absence of notification to the Contracting Authority regarding the planned change of addresses, reports of defects submitted by the Contracting Authority to the originally indicated addresses shall be deemed valid.
5. The Contractor is obligated to remedy the defect:
 - A. Certification documentation:
 - a. immediately, but no later than within 7 days from the date of reporting the defect. In justified cases, particularly in the event of a high degree of complexity of the issue or the need for additional analyses or tests by external entities, the Parties may agree on a different deadline for rectifying the defect,
 - b. at a location chosen by the Contractor, provided that the Contractor ensures the Contracting Authority maintains constant contact with the Experts and/or other persons assigned to rectify defects in the Certification Documentation,
 - B. Medical Equipment:
 - a. immediately, but no later than within 7 days from the date of reporting the defect. In justified cases, in particular in the absence of spare parts on the relevant market or the need to conduct additional analyses or tests, including by third parties, to determine the cause of the defect or the method of its removal, the Parties may agree on a different deadline for remedying the defect,
 - b. at the storage location of the Medical Equipment. In justified cases, particularly where detailed diagnostics are required, including the use of specialized equipment, or where specialized equipment is necessary for the repair, the Contracting Authority permits the defect to be remedied at a location other than the storage location of the device and its accessories,
 - c. taking into account the manufacturer's guidelines, in particular – where applicable as per Appendix No. 1 to the ToR – “Description of the Object of the Contract” – using the manufacturer's authorized warranty service for the Medical Equipment.
6. In the case referred to in paragraph 5(B)(b), sentence 2 above:
 - a. The Contracting Authority shall release the Medical Equipment to the Contractor, at the Contractor's sole expense and risk, within the timeframe agreed upon by the Parties. The Parties shall draw up a Medical Equipment release report upon the release of the Medical Equipment, specifying in particular the manufacturer, model, and type of the Medical Equipment, including the serial number of the Medical Equipment,
 - b. The Contractor shall deliver to the Contracting Authority the repaired Medical Equipment, and in the case referred to in paragraph 7 below – new Medical Equipment – within the

timeframe agreed upon by the Parties and subject to the completion of the notification procedure referred to in § 5(15)-(18) of the Contract. The Parties shall verify the proper functioning of the Medical Equipment and shall draw up a Medical Equipment acceptance report upon the handover of the repaired or new Medical Equipment, specifying in particular the manufacturer, model, and type of the accepted Medical Equipment, including the serial number of the Medical Equipment. The risk of accidental loss or damage to the Medical Equipment shall pass (back) to the Contracting Authority upon the Parties' preparation of the acceptance report for the Medical Equipment.

7. In the event that repair of the Medical Equipment or its parts is not possible, the Contractor is obligated to deliver new Medical Equipment or its parts.
8. In the event of the delivery of new Medical Equipment or the performance of a major repair of Medical Equipment, the quality guarantee period shall recommence on the date of acceptance of the repaired or new Medical Equipment.
9. The Parties agree that if the Contracting Authority transfers ownership of the Medical Equipment to another entity, the rights under the quality guarantee shall pass to that entity upon the transfer of ownership of the Medical Equipment, without the need to notify the Contractor and/or the manufacturer of the transfer of ownership of the Medical Equipment.
10. The Contracting Authority is entitled to exercise the rights under the quality guarantee provided by the Contractor or under the warranty, at its own discretion.

[Technical Support – Certification Documentation]

11. Notwithstanding the obligations referred to above, as part of the quality guarantee for the Certification Documentation, the Contractor is also obligated to provide the Contracting Authority, and when necessary or appropriate – also PLL “LOT” with technical support regarding and/or arising from the Certification Documentation, for a total of no more than 20 working hours (1 working hour = 60 minutes).
12. The provision of technical support referred to in paragraph 13 above shall include, in particular:
 - a. providing assistance and advice by Experts and/or other persons possessing expert knowledge, including practical knowledge, in particular by explaining the assumptions underlying the adopted technical and technological solutions, materials used, and the like, including in particular during the engineering to the Aircraft's structure, and technical modifications carried out to adapt the Aircraft to a specific configuration,
 - b. ongoing consultation regarding the technical and technological solutions, as well as the materials and similar items, adopted in the Certification Documentation, including within the scope of individual configurations,
 - c. other activities necessary to ensure the Aircraft's readiness to perform MEDEVAC operations.
13. Technical support will be provided in Polish or English, no later than the next business day (Monday-Friday, excluding public holidays in the Republic of Poland), between 8:00 a.m. and 5:00 p.m.
14. Requests for technical support shall be submitted in writing to the following email address:
[...].

[technical inspections – Medical Equipment]

15. Notwithstanding the obligations referred to above, as part of the quality guarantee provided for the Medical Equipment, the Contractor is also obligated to (ensure the performance of), at its sole expense, technical inspections of the Medical Equipment or its components, at the intervals recommended and/or required by the manufacturer of the Medical Equipment and/or applicable standards and/or applicable laws. The purpose of performing the inspections referred to in the preceding sentence is to maintain the quality of the Medical Equipment, including its operational efficiency and safety of use, taking into account its storage and/or any ongoing or periodic use.
16. The inspections referred to in paragraph 15 above:
- a. shall be conducted at the storage location of the Medical Equipment, subject to the following sentence. In the event that it is not possible to inspect the Medical Equipment at its storage location, the Contracting Authority shall release the Medical Equipment for the purpose of performing inspection activities at a location designated by the Contractor, in particular at the manufacturer's authorized service center. The provision of paragraph 6(b) above shall apply accordingly,
 - b. shall be carried out on dates agreed upon by the Parties, subject to compliance with the inspection schedules recommended and/or required by the manufacturer,
 - c. shall be confirmed by a technical inspection report, in which the Parties shall specify, in particular: the date of the inspection activities, the Medical Equipment inspected, the scope of the inspection activities performed, the components and/or parts of the Medical Equipment that were replaced, the details of the entity performing the inspection activities (if other than the Contractor and provided that such entity is authorized by the manufacturer to perform maintenance activities, including inspections), and the date of the next inspection. A statement from the Contractor and/or the manufacturer and/or another entity performing the inspection activities confirming the serviceability of the Medical Equipment shall be attached to the technical inspection report. In the event of a statement regarding the non-serviceability of the Medical Equipment, it is also necessary to indicate the reasons for the non-serviceability of the Medical Equipment.
17. If, during the performance of warranty obligations or during a technical inspection, the Contractor determines that a part and/or component of the Medical Equipment needs to be replaced, including consumables subject to ongoing or periodic wear and tear, the Contractor shall replace them at its sole cost and risk.

§ 14

[Liability]

1. The Contractor shall pay contractual penalties to the Contracting Authority:
 - a. for each day or part thereof of delay in providing the Certification Documentation, together with the approved STC and the authorization for use, relative to the deadline referred to in § 3(1)(d) of the Contract – 0.05% of the second installment of the remuneration,
 - b. for each commenced day of delay in the delivery of Medical Equipment relative to the deadline referred to in § 3(1)(a) and/or (b) of the Contract – 0.02% of the first installment of the remuneration,

- c. for each commenced day of delay in the delivery of Medical Equipment relative to the deadline referred to in § 3(1)(c) of the Contract – 0.05% of the second installment of the remuneration,
 - d. for each commenced day of delay in rectifying a defect, including a defect in the legal certification documentation and/or a delay in providing technical support – 0.04% of the second installment of the remuneration,
 - e. for each commenced day of delay in remedying a defect in specific Medical Equipment – 0.01% of the second installment of the remuneration,
 - f. for each commenced day of delay in conducting the required and/or recommended technical inspection – in the amount of PLN 1,000.00 (contractual penalty calculated individually for the specific Medical Equipment), subject to subparagraph g. below,
 - g. for each instance where, as a result of failing to perform the required inspection of the relevant Medical Equipment, the Contracting Authority lost the quality guarantee provided by the manufacturer – in an amount equal to $\frac{1}{4}$ of the value of the relevant Medical Equipment (contractual penalty calculated individually for the relevant Medical Equipment),
 - h. in the event that, as a result of the failure to perform the recommended technical inspection, the Contracting Authority was unable to use the relevant Medical Equipment – PLN 1,000.00 for each day on which the Contracting Authority was unable to use the relevant Medical Equipment (contractual penalty calculated individually for the relevant Medical Equipment),
 - i. for each instance in which the Contractor fails to provide the manufacturer's warranty required for the relevant Medical Equipment in accordance with the ToR and/or Appendix No. 1 to the ToR – "Description of the Object of the Contract" – in the amount equal to the product of the number of months for which the Contractor failed to provide the manufacturer's warranty and the amount of PLN 5,000.00 (contractual penalty calculated individually for the specific Medical Equipment for which the Contractor was required to provide the manufacturer's warranty),
 - j. for each instance of failure to adjust the subcontractor's remuneration, in the case referred to in § 12(8) of the Contract – in the amount of 200% of the value by which the remuneration due to the subcontractor was to be increased,
 - k. for withdrawal from the Contract for reasons attributable to the Contractor – in the amount of 20% of the total gross remuneration for the delivery of containers.
2. Payment of contractual penalties imposed on the Contractor shall be made within 7 days from the date of delivery to the Contractor of a debit note or other accounting document confirming the imposition of a contractual penalty on the Contractor.
 3. The maximum amount of contractual penalties that may be imposed on the Contractor shall not exceed **20% of the Contractor's total gross remuneration**.
 4. The Contracting Authority is entitled to pursue claims for damages exceeding the amount of the reserved contractual penalties in the event that the amount of contractual penalties imposed on the Contractor does not cover the damage incurred to the Contracting Authority's property as a result of non-performance or improper performance of the object of the Contract.

5. The absence of damage on the part of the Contracting Authority does not exclude the Contractor's liability for contractual penalties.
6. The Contractor undertakes to indemnify the Contracting Authority against liability toward persons who report a violation of economic or moral copyrights or derivative rights to the Certification Documentation and/or Studies. In the event that the Contracting Authority is ordered to pay a specific monetary amount for the infringement of the rights referred to in the preceding sentence, the Contractor shall be obligated to reimburse the Contracting Authority for the full amount paid in connection with the infringement of those rights, provided that the Contracting Authority undertakes to immediately notify the Contractor of any claims brought against the Contracting Authority, in order to ensure that the Contractor has the opportunity to mount an effective defense, in particular by joining the Contractor as a third party in court proceedings.

§ 15

[Review Clauses]

1. Notwithstanding the adjustment of remuneration referred to in § 12 of the Contract, the Parties agree to amend the Contract to the extent and under the conditions set forth below:
 - a. a change in the scope and/or manner of performance of the object of the Contract, including through:
 - a change in the Aircraft subject to modifications,
 - changing the number and/or components of intensive surveillance units and non-intensive unitary units,
 - changing the configuration for the modification of the Aircraft – in terms of their number and/or configuration descriptions provided for in the original text of the Contract,
 - changing the quantity of medical equipment,
 - changing the requirements regarding certification documentation, including the need to obtain additional STC approvals from other relevant international and/or national authorities,
- if these changes are:
- necessary due to:
 - changes in legal regulations – to the extent required to adapt the original terms of the Contract to the amended legal regulations,
 - guidelines from EASA, FAA, ANAC, and/or other competent authorities,
 - intended or justified:
 - the safety of aircraft occupants, including the aircraft crew, particularly when the change results from recommendations by national, European, or international authorities or from recommendations by recognized aviation organizations, in particular the Civil Aviation Authority, EASA, FAA, ANAC, the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO), and others,
 - improving the comfort of patients undergoing MEDEVAC operations,
 - a recommendation from the European Commission,

- the dynamics of UMOL's development, in particular due to the need to increase the intensity of Assistance Activities (expanding the scale and/or scope of Assistance Activities) or changes in the nature of Assistance Activities,
 - the interests of the Contracting Authority, without prejudice to the Contractor's interests, in particular while maintaining the principle of contractual loyalty and the economic balance between the Parties, including full equivalence of the Parties' performance,
- b. replacement of Medical Equipment, including its components, with other equipment meeting the minimum technical requirements specified in Appendix No. 1 to the ToR – "Description of the Object of the Contract," without changing the amount of remuneration, in the event of the unavailability of the Medical Equipment, including its components, on the relevant market during the performance of the Contract and/or during the quality warranty period,
 - c. replacing the Medical Equipment with another, in the event that replacement of the Medical Equipment is necessary due to changes in applicable standards and/or legal regulations, including regarding the permissibility of exporting the object of the Contract outside the borders of the Republic of Poland – with Medical Equipment meeting the amended legal requirements, taking into account the Contracting Authority's requirements described in Appendix No. 1 to the ToR – "Description of the Object of the Contract,"
 - d. a change in the technical and/or functional parameters of the Medical Equipment, as specified in Appendix No. 1 to the ToR – "Description of the Object of the Contract," if replacing a given parameter with another or introducing a new parameter results in an optimized or better alignment of the object of the Contract with the Contracting Authority's needs arising from the implementation of the Project and the objectives of the Contract,
 - e. a change in the amount of remuneration due to the Contractor for the performance of the object of the Contract, in the cases referred to in subparagraphs (a), (c), and/or (d) above, but by no more than 25% of the Contractor's total gross remuneration,
 - f. a change in the deadline for the performance of the object of the Contract in the event of:
 - the need to change the scope and/or method of performance of the object of the Contract in the cases referred to in subparagraph (a) above, if such a change affects the ability to meet the original deadline for performance of the object of the Contract,
 - prolonged certification, approval, and similar procedures (hereinafter collectively: procedures), provided that the prolongation of such procedures is beyond the Contractor's control.
2. The Contracting Authority reserves the right to amend the Contract following appropriate consultations with the European Commission or another body or institution authorized by the European Commission.
 3. The amendment to the Contract shall be made by way of an annex to the Contract. The party initiating the amendment to the Contract shall, in each case, attach evidence confirming the validity of the amendment covered by the request for amendment of the Contract.

§ 16

[Termination of the Contract]

1. Notwithstanding any rights arising from applicable law or other provisions of the Contract, the Contracting Authority shall have the right to withdraw from the Contract in whole or in part in the event that:
 - a. the Contractor's economic and financial situation does not allow for the proper performance of the object of the Contract, in particular if grounds exist for the initiation of composition or bankruptcy proceedings – the right to withdraw from the Contract shall take effect upon the occurrence of such grounds,
 - b. a delay in the performance of any time-bound obligation specified in the Contract exceeding 14 days, subject to the obligation to first request **the Contractor** to perform it within an additional period of no less than 21 days,
 - c. repeated irregularities in the performance of the object of the Contract,
 - d. a delay by the Contractor exceeding 14 days in submitting a document confirming the conclusion (extension) of an insurance contract along with confirmation of premium payment, subject to the obligation to first request the Contractor to submit the documents within an additional period of no less than 21 days,
 - e. the Contractor's loss of status as a certified design entity,
 - f. the Contracting Authority's failure to receive a grant or other financial resources, regardless of their name, allowing for the proper settlement of the Contractor's remuneration with respect to VAT, constituting an ineligible cost of the Grant Project,
 - g. failure to grant the Contracting Authority funding for subsequent years of the grant project's implementation (failure to amend the current Co-financing Contract, failure to conclude a new Co-financing Contract) or the Contracting Authority's loss of Co-financing in whole or in part, preventing the proper settlement of the remuneration due to the Contractor for the proper performance of the object of the Contract.
2. A notice of withdrawal from the Contract must be in writing and must state the grounds and reasons for the withdrawal. The Contracting Authority may exercise the contractual right to withdraw from the Contract within 30 days of becoming aware of the grounds for withdrawal, throughout the entire period of performance of the Contract, and during the subsequent 3-month period following the expiration of the deadline by which the Contractor was to have performed the Contract.
3. The contractual right of withdrawal does not exclude or limit the right to withdraw from the Contract on the basis of other mandatory provisions of law.

§ 17

[Performance Bond]

1. The Parties hereby jointly declare that, prior to signing the Contract, the Contractor provided a performance bond in the amount of **3% of the Contractor's total gross remuneration** in the form of [...].
2. The Contracting Authority shall return 70% of the performance bond provided to the Contractor within 30 days of the date of final acceptance of the object of the Contract.

3. The Contracting Authority shall retain a performance bond in the amount of 30% to secure claims under the warranty for defects or under the quality guarantee provided to the Contracting Authority by the Contractor. The Contracting Authority shall return the security referred to in the preceding sentence no later than on the 15th day following the expiration of the warranty period for defects or the guarantee period – whichever occurs later.
4. In the event of a change in the deadline for performance of the object of the Contract, the Contractor shall extend the performance bond by the period of the extension of the deadline for performance of the object of the Contract.

§18

[Final Provisions]

1. The Appendices to the Contract constitute an integral part thereof.
2. Any amendment to the Contract must be made in writing or in electronic form, under penalty of nullity.
3. Written statements shall be sent to the addresses indicated in the preamble to the Contract. Either Party may unilaterally change its address details by notifying the other Party in writing. Such a change shall take effect on the date of delivery to the other Party (subject to the exceptions provided for in the Contract). If a Party has not properly notified the other Party of a change of address, notices sent to the Party's last known address shall be deemed delivered. A change of address does not constitute an amendment to the Contract and is effective upon the effective delivery of a unilateral statement.
4. The law governing the performance of the Contract, including the legal consequences of non-performance or improper performance of the Contract, withdrawal from the Contract, and the resulting consequences, is **Polish law**.
5. **The Parties** agree to submit any disputes regarding civil law claims related to or arising from the Contract or its performance to **the common court having jurisdiction over the Contracting Authority's registered office**.
6. The assignment of any claim held by the Contractor against the Contracting Authority arising from the performance of the object of the Contract requires the prior consent of the Contracting Authority, expressed in writing under pain of nullity.
7. The Parties hereby agree that until exclusive communication channels are designated, all correspondence between the Parties shall be conducted in writing, using the following email addresses:
 - a. **Contracting Authority:** [...]@ [...],
 - b. **Contractor:** [...]@ [...].
8. The Parties define working days as Monday through Friday, excluding public holidays in the Republic of Poland.
9. This Contract has been executed in two (2) copies, one for each Party.