

The project is applying for funding from the National Recovery and Resilience Plan Program, under Measure A2.1.1 Investments supporting robotization and digitalization in enterprises.

Attachment No. 5 to the Order announcement

**Important provisions of the contract,
which will be included in the concluded procurement contract**

§ 1

1. The subject of the contract is the delivery and commissioning of 1 automatic line for peeling rolled bars, in accordance with the description of the subject of the order included in the Attachment 1.
2. The Contractor declares that the subject of the contract is brand new, free from any rights and claims of third parties and consistent with the description in the subject of the order contained in the Attachment 1.
3. The place of destination of the subject of the contract is the Ordering Party's plant - ul. Spółdzielcza 3, 24-220 Niedzwica Duża, Poland.

§ 2

1. The remuneration agreed by the Parties covers all costs related to the completion of the subject of the contract, including the costs of starting the machine, subject to §3.
2. The remuneration agreed by the Parties exhausts all financial claims of the Contractor for the fulfilling of the contract.
3. The main factors affecting the Contractor's remuneration were included in the Request for Quotation and the Specification of the terms of the order and in the Description of the Subject of the Order (Attachment 1).

§ 3

1. The Contractor, as part of his remuneration agreed by the Parties, will deliver the subject of the contract to the Ordering Party EXW the Contractor's plant.
2. The costs and risks of loading, transport costs to the place of unloading and unloading the subject of the contract at the place of destination, and assembly costs are borne by the Ordering Party.
3. The costs of packaging, line identification and preparation of operating and maintenance instructions are borne by the Contractor.

§ 4

1. Confirmation of receipt of the subject of the contract from the Contractor's plant will be:
 - a. Acceptance Protocol signed without reservations by both Parties
 - b. providing the Ordering Party with a set of shipping documents
 - c. providing the Ordering Party with declarations of conformity of machines delivered as part of the line
 - d. providing the Ordering Party with an operating manual

- e. providing the Ordering Party with a maintenance manual, consisting of a list of suggested spare parts, an electrical connections diagram, a pneumatic connections diagram, and a hydraulic connections diagram
2. After installing the line at the Ordering Party's plant, the Contractor will commission it. The commissioning process will be carried out by representatives of the Contractor and the Ordering Party.
3. Confirmation of the final receipt of the subject of the contract (i.e. the launched line) will be the Final Acceptance Protocol signed without any reservations by both Parties.
4. The Contractor ensures that all acceptance activities, including the signing of the Final Acceptance Protocol, will be completed within the deadline specified in § 5 section 1.

§ 5

1. The parties agree that the fulfilling of the subject of the contract, i.e. line commissioning, will take place no later than December 8, 2024.
2. The parties agree that the subject of the contract will be released from the Contractor's plant no later than October 1, 2024.
3. The Contractor undertakes to fulfill the contract in accordance with applicable law.
4. The Contractor bears full responsibility for the fulfilling of the subject of the contract.
5. The contractor is not entitled to entrust the performance of the contract to subcontractors.
6. In order to enable the Contractor to fulfill its obligations, the Ordering Party undertakes, to the extent required for the proper fulfilling of the contract:
 - a. to cooperate with the Contractor in the performance of the contract,
 - b. to report to the Contractor any problems related to the implementation of the subject of the contract.

§ 6

1. The ownership title to the subject of the contract passes to the Ordering Party on the day the Parties sign the Final Acceptance Protocol.
2. The Contractor will provide a minimum 12 month warranty for the subject of the contract, which will begin on the day the Parties sign the Final Acceptance Protocol.
3. The warranty granted by the Contractor does not exclude the Ordering Party's rights arising from the legal warranty for defects.

§ 7

1. The Ordering Party will charge the Contractor a contractual penalty for failure to meet the contract deadline specified in § 5 section 1, in the amount of 0.2% of the gross remuneration agreed between the Parties, for each commenced day of delay.
2. If the delay in fulfilling the subject of the contract exceeds 4 months, the Ordering Party has the right to withdraw from the contract to the extent not completed, and the Contractor will pay the Ordering Party a contractual penalty in the amount of 10% of the gross remuneration agreed between the Parties.

3. The Ordering Party may withdraw from the contract to the extent not completed with immediate effect in the event of non-compliance by the Contractor with any of the terms of the contract, and withdrawal from the contract must be preceded by requesting the Contractor to perform the subject of the contract in accordance with the description of the subject of the contract and the provisions of the contract.
4. The Ordering Party will charge the Contractor a contractual penalty for withdrawal from the contract or termination of the contract for reasons attributable to the Contractor in the amount of 10% of the gross remuneration agreed between the Parties.
5. The Contractor agrees to deduct any contractual penalties from the remuneration due for the fulfilling of the subject of the contract.
6. The Ordering Party may waive or reduce the penalty if the Contractor proves that the delay was due to reasons completely beyond its control, which it could not foresee and which could not be prevented.
7. The Contractor's payment of contractual penalties for non-performance or improper fulfilling of the contract does not exclude the Ordering Party's right to claim compensation exceeding the agreed contractual penalties on general principles, and the Contractor's liability for contractual penalties is limited to 100% of the gross contract value agreed between the Parties.

§ 8

1. The Ordering Party may terminate, dissolve or withdraw from part or all of the contract in the cases specified in the provisions of applicable law, in particular the Civil Code.
2. The Ordering Party may not accept the subject of the contract from the Contractor and terminate, or withdraw from part or all of the contract in the event of non-compliance of the technical parameters of the delivered line with the description of the subject of the order in Attachment 1 or non-compliance of the method of installation with the conditions agreed in the offer and order, found upon acceptance at the Contractor's plant or during commissioning at the Ordering Party's plant, within 14 days from the date of finding the non-compliance.
3. The Ordering Party may terminate the contract in whole or in part within 14 days in the following cases:
 - a. opening of the Contractor's liquidation proceedings;
 - b. deleting the Contractor from the relevant register;
 - c. seizure of the Contractor's assets to the extent that it prevents him from properly fulfilling the contract.
4. The Ordering Party has the right to withdraw from the contract or its part in the event of a significant change in circumstances causing the performance of the contract to be no longer in the public interest, which could not have been foreseen at the time of concluding the contract, or further performance of the contract may threaten the fundamental interest of state security or public safety. The Ordering Party may withdraw from the contract within 30 days of becoming aware of the above circumstances. In such a case, the Contractor may only demand remuneration due for the fulfilling of part of the contract.
5. The contract may be terminated at any time by written agreement of the Parties.

§ 9

1. The Contractor is obliged to keep secret all information about the Ordering Party and information to which it obtained access in connection with the performance of the contract, from third parties.
2. The obligation referred to in section 1, does not apply to publicly available information and information requested by authorized bodies, to the extent that they are entitled to request it in accordance with applicable law.
3. If the nature of the subject of the contract indicates that in connection with the fulfilling of the contract, the processing of personal data is entrusted, the Ordering Party will be their administrator within the meaning of Art. 4 point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as the "Regulation"), and the Contractor - the entity processing this data within the meaning of point 8 of this provision.
4. The Ordering Party entrusts the Contractor, pursuant to Art. 28 of the Regulation, personal data for processing solely for the purpose of fulfilling the subject of this contract.
5. The Contractor undertakes to:
 - a. process the personal data entrusted to him in accordance with this agreement, the Regulation and other provisions of generally applicable law that protect the rights of data subjects,
 - b. secure the processed data by using appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk associated with the processing of personal data referred to in Art. 32 of the Regulation,
 - c. exercise due diligence when processing the entrusted personal data,
 - d. grant authorization to process personal data to all persons who will process the entrusted data for the purpose of implementing this agreement,
 - e. ensure confidentiality (referred to in Article 28(3)(b) of the Regulation) of processed data by persons who authorize the processing of personal data for the purpose of implementing this contract, both during their employment in the Processing Entity and after its termination .
6. In matters not regulated by this paragraph, the provisions of the Civil Code and the Regulation will apply.

§ 10

1. As a rule, important provisions of the contract will not be changed, subject to § 10 section 2 below.
2. The Ordering Party allows changes to the important provisions of the contract without conducting a new procurement procedure only to the extent and under the conditions contained in Art. 455 of the Public Procurement Law (Journal of Laws of 2019, item 2019, as amended).
3. Any changes and additions to the contract will be made in writing under sanction of invalidity and will require the consent of both Parties.
4. The condition for introducing the changes described in § 8 section 2 is a written request to change the contract (conclude an annex) submitted by the Contractor or the Ordering Party, containing a justification for their introduction.

5. Notwithstanding the provisions of this agreement, the agreement may be changed in circumstances arising from the Public Procurement Law (Journal of Laws of 2019, item 2019, as amended).

§ 11

1. In matters not regulated by the contract, generally applicable provisions apply, including the provisions of the Civil Code (i.e. Journal of Laws of 2018, item 1025, as amended).
2. Any disputes arising during the implementation of this agreement will be resolved by the Parties through negotiations.
3. If no agreement is reached in the manner indicated in §11 section 2, any disputes that may arise in connection with the fulfilling of the contract will be resolved by the court having jurisdiction over the registered office of the Ordering Party.

§ 12

1. The Agreement was drawn up in two identical copies, one copy for each Party.
2. In the event of any conflict between the provisions below and the provisions of the contract templates used by the Contractor, Important provisions of the contract shall prevail.