

**GENERAL TERMS AND CONDITIONS OF CONTRACT
FOR CONSTRUCTION AND REPAIRS
(30.01.2018)**

§ 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Contract apply to all contracts for the provision of repair services or for the performance of construction works on behalf of companies in the Pfeifer & Langen Group, i.e.:
 - Pfeifer & Langen Polska S.A. with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, NIP 784-00-03-412, District Court for Poznań-Nowe Miasto and Wilda in Poznań, 8th National Court Register Division, KRS 0000080886, share capital PLN 96,683,910.60 (paid up in full),
 - Pfeifer & Langen Marketing Sp. z o.o. with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, NIP 784-00-03-412, District Court for Poznań-Nowe Miasto and Wilda in Poznań, 8th National Court Register Division, KRS 0000149431, NIP 778-11-18-503, share capital PLN 10,000,000, where these companies appear as the Employer.
2. The following terms used in these General Terms and Conditions of Contract shall have the following meanings:
 - a. **Employer** – Pfeifer & Langen Polska S.A. or Pfeifer & Langen Marketing Sp. z o.o.;
 - b. **Contractor** – each economic operator who concluded a Contract with the Employer;
 - c. **Repairs/construction works/ Object of the Contract** – depending on the arrangements between the parties in the Contract: execution by the Contractor in favour of the Employer of repairs of premises, equipment, buildings and others, or construction works within the scope specified in the Contract, in one or more of the Employer's manufacturing facilities indicated in the contract by the parties; repairs and construction works are referred to hereinafter as the "Object of the Contract".
 - d. **Materials** – all items and means necessary for the repair or construction works, including machines and other equipment, which are necessary for the performance of the object of the Contract by the Contractor.
 - e. **GTC** – these General Terms and Conditions of Contract applying to the Contracts, to the extent to which a given Contract does not provide for separate regulations,
 - f. **Contract** – a contract for repairs or construction works entered into by and between the Employer and the Contractor, specifying at least the place of performance of the repair or construction works, remuneration, and rules of payment, dates, conditions and place of performance of services, as well as conditions of warranty and security of claims; in the absence of the aforementioned separate contract the contract shall be a memorandum of negotiation in the event of selection of a given bidder as the Contractor for the repair / construction works for the Employer. This Contract shall take precedence over any other provisions contained in the memorandum or tender offer.
 - g. **Instruction** - Supplier's instruction for compliance with internal OHS, environmental protection and HACCP requirements which constitute an integral part of the GTC.
3. These Terms and Conditions and/or the Contract are the only contractual arrangements which are binding upon the parties with regard to the performance of the Repair / Construction Works for the Employer. Consequently, the parties exclude the application of other contractual templates (general terms of contract, terms of sale, regulations, etc.) including the templates used and/or agreed by the Contractor. By submitting a tender and entering into negotiations, the Contractor confirms that he has read the current content of the GTC as well as the Instruction and accepts it. The provisions of the GTC and the Instruction are changed by the Employer by posting their new version on the website: www.diamant.pl; date of entering into a contract determines binding version of GTC and the Instruction. The Supplier undertakes to make his employees, subcontractors' employees familiar with the Instruction.
4. Provisions of the GTC may be regulated differently by the Parties only in writing, otherwise any amendments shall be null and void.
5. Any and all agreements, guarantees, promises and amendments to the Contract made in any form by unauthorized employees of the Employer in connection with the conclusion of the Contract or the Order shall not be binding, subject to the provisions of § 1. 2f, regarding the negotiations memorandum.

§ 2. CONTRACT CONCLUSION

1. As a matter of principle, the final confirmation and conclusion of the Contract shall be made by duly authorised representatives of the Employer and the Contractor. The Parties hereby exclude the application of Article 68¹ of the Civil Code.
2. Submission of an offer to conclude a Contract by the Contractor is tantamount to accepting the content of the GTC. The Contract shall be concluded in accordance with the template presented by the Employer, supplemented with provisions agreed by the Parties in the course of the negotiations.
3. If the parties agree in the Contract to exclude or modify the Terms and Conditions, those provisions shall expire upon the conclusion of the performance of a given Contract and shall not apply to any other Contracts between the parties.
4. In the event of any change to the tender offer or reservations regarding it, the Contract shall be concluded only after the Employer has acknowledged in writing the acceptance of the changes or reservations.
5. The Contractor shall be obliged to keep current documents and information related to his business activity and to inform the Employer of any circumstances having a significant impact on the Contractor's financial situation. The Contractor shall be liable to indemnify the Employer for not informing him of the lack of a VAT taxpayer status or loss thereof, including payment of liquidated damages equal to the charges imposed on the Employer and the amount of VAT which the Employer has not deducted and the interest payable for that reason.

§ 3. CONTRACT PERFORMANCE

1. The Contractor undertakes to perform the Object of the Contract with the highest professional care and in accordance with the principles of modern technical, organizational, economic knowledge, binding legal regulations and the Contract. The Contractor declares that he is familiar with the terms and conditions of performance of the works covered by the Contract, does not raise any objections and assumes full responsibility on this account. In particular, the Contractor shall ensure that all persons who will participate in the delivery of the Object of the Contract on the part of the Contractor as well as from any subcontractors have the necessary knowledge and skills, qualifications, licenses, and experience enabling proper execution of the Object of the Contract.
2. The Contractor undertakes to execute the Object of the Contract in accordance with the technical and technological parameters, using the materials and technologies specified in the Contract and the Appendices. In the case of construction works, the Contractor undertakes to execute them in accordance with the provisions of the building permit obtained by the Employer.
3. The Contractor shall ensure, in order to properly execute the Object of the Contract, appropriate machinery and equipment. The Employer shall not be liable for the Contractor's property left on the work site.
4. The Employer may instruct the Contractor to perform works or additional repairs if their performance is necessary for the proper execution of the Object of the Contract, and have not been and could not have been provided for in the Contract. The works referred to above can only be performed after the Parties have drawn up and signed an annex to the Contract specifying the scope of the additional works and the detailed terms and conditions of their implementation. The parties exclude the possibility of concluding a contract for the performance of additional work by implicit acceptance of a tender offer or tacit acceptance.
5. The materials used by the Contractor will have appropriate approvals, certificates and declarations of conformity confirming the quality and properties and compatibility of the materials used with the Design.
6. The Contractor, within the framework of the lump sum remuneration specified in the Contract, shall transfer to the Employer the author's economic rights to use the design documentation and other materials developed by the Contractor for the purpose specified in the Contract, i.e. to archive it on any media, copy and use in internal presentations. The Contractor, upon receiving the remuneration specified in the Contract, shall transfer onto the Employer the author's economic rights and neighbouring rights for all works (within the meaning of copyright laws) developed during the execution of the Contract, including in particular the design documentation and other materials developed by the Contractor for the purpose of the Contract in all fields of exploitation indicated in Article 50 of the Copyright and Neighbouring Rights Act of 4 February 1994. The Contractor shall also transfer onto the Employer the ownership of the physical media on which the above works have been fixed. The Contractor also undertakes not to exercise any author's moral rights in respect of any works developed in connection with the performance of the object of the Contract and authorizes the Employer to exercise these rights on behalf of the Contractor.

§ 4. REMUNERATION AND PAYMENT TERMS

1. The Contractor's remuneration specified in the Contract is expressed in net amount and will be increased by the VAT, which will be calculated in accordance with the applicable regulations. The remuneration includes all the receivables and costs of the Contractor, including the transfer of copyright, and is not subject to increase.
2. Advance payment shall be made only after the Contractor has submitted an irrevocable bank or insurance guarantee for the immediate, unconditional refund of the amount of the advance paid, valid for the period specified by the Employer in the Contract.
3. After the execution of the Object of the Contract, the Contractor shall issue a VAT invoice, which may be payable on a one-off basis or in parts. In the case of a one-off payment for performance of the Object of the

Contract, the Contractor's remuneration will be paid after execution of the Object of the Contract, on the basis of the final acceptance report signed without reservations by the Employer. In the case of the execution of works in stages and partial payments for the execution of each stage of the Object of the Contract, the Contractor's remuneration will be paid according to the schedule of works and expenditures, based on the partial acceptance reports signed without reservations by the Employer according to the progress of the works and the partial values assigned thereto. The payment terms, subject to § 9 of the GTC (excluding advance payment), shall be as follows:

- a. Advance payment - 14 days following the delivery of the guarantee of return, in accordance with § 4 clause 2 of the GTC;
 - b. one-off payment - the first Tuesday following the lapse of 30 days from the date of delivery of the VAT invoice or VAT correction invoice (or replacement invoice) meeting the requirements set out in these GTC;
 - c. partial payments – in accordance with the Contract, on the first Tuesday following the lapse of 30 days from the date of:
 - i. delivery to the Employer of the VAT invoice or VAT correction invoice (or replacement invoice) meeting the requirements set out in section 5 below, with the enclosed works acceptance report signed by the Employer without reservations,
 - ii. delivery to the Employer of the acceptance reports signed by the Employer without reservations in accordance with the progress of the works and the schedule
- to the electronic mail address indicated in a separately signed agreement or to the address indicated in section 5 below. If payment is due on a bank holiday, the amount due shall be paid on the first business day following the bank holiday.
4. A VAT invoice meeting the requirements stipulated in the applicable regulations should be sent in the PDF format in accordance with the separate agreement concluded. If the above form cannot be met the invoice may be delivered in writing to the Department of Finance and Accounting of the Employer, i.e.: ul. Fabryczna 2, 63-800 Gostyń.
 5. The Contractor shall bear all consequences of the Employer not receiving an invoice fulfilling the requirements specified in the preceding sentence. In particular, delivery of an invoice in a form other than a PDF file or to an electronic mail address other than the address indicated in a separately signed agreement or specified above will not result in a postponement of the invoice due date, and the Contractor will not be entitled to charge interest for late payment.
 6. The Parties agree that payments under the Contract will be made by bank transfer to the account number of the Contractor indicated in the Contract. The date of payment shall be the date of placing the bank transfer order with the Employer's bank.

§ 5. CONTRACT PERFORMANCE DEADLINE

The deadline is set out in the Contract. The date of completion of the works shall be the date of signature of the final acceptance report by the representatives of both Parties and acceptance of the works in full by the Employer without reservations.

§ 6. OBLIGATIONS OF THE PARTIES

1. The obligations of the Employer shall be ensuring access and handing over to the Contractor of the site where the works constituting the Object of the Contract are to be performed, timely acceptance of the works and timely payment of the agreed remuneration.
2. The obligations of the Contractor shall be taking any and all actions leading to the correct performance of the Object of the Contract, including:
 - 1) taking over the site where the works are to be performed;
 - 2) notifying the Employer in writing of the need to carry out additional works, within 3 business days of receiving information about the need to perform such works;
 - 3) ensuring protection of the property remaining on the works site, in particular, in terms of fire protection;
 - 4) concluding contracts of insurance covering any and all risks connected with the performance of the Object of the Contract with the sum insured not lower than the remuneration amount specified in the Contract. Insurance shall cover, in particular:
 - third party liability in connection with the works (destruction of property, personal injury);
 - accident insurance covering own employees and possible subcontractors.The scope of insurance cover shall require acceptance by the Employer. The Contractor shall submit to the Employer a copy of the proof of payment of the insurance premium;
- 5) maintaining order in the area of the works in the course of performance and after performing the works covered by the Object of the Contract; upon the formal takeover of the works site, the Contractor shall assume the duties of the site operator and shall be liable for any damage to health, life or property suffered by his own employees, subcontractors and third parties occurring on the works site; the Contractor shall be obliged to immediately inform the Employer's representative and the Supervision Inspector of any damage occurring on the works site, including damage caused by a third party;
- 6) The Contractor shall assume the environmental protection obligations with regard to the works site and shall bear the costs on this account, in particular, the costs of the removal of packaging, waste and impurities generated in connection with the performance of the Object of the Contract. The Contractor shall be liable for the performance of environmental and waste management obligations at the works site. The removal of packaging, waste and refuse should be carried out on a regular basis, so that order is maintained at the site and these items are not stored there; all waste generated as a result of the performance of the Object of the Contract shall be the property of the Contractor and he shall be required to hand them over to specialist companies holding a waste collection permit; the Contractor, after completion of the Object of the Contract, shall provide the Employer with copies of the waste handover sheets;
- 7) reporting to the Employer his readiness for the acceptance procedure within the time limits stipulated in the Contract;
- 8) carrying out the works in compliance with fire and OHS regulations;
- 9) ensuring that all employees of the Contractor performing the Object of the Contract:
 - hold vocational qualifications appropriate for the scope of the Contract;
 - hold current medical certificates;
 - have been trained in OHS and fire protection regulations;
 - are covered by accident insurance;
- 10) The Contractor shall be obliged to perform additional works related to the Object of the Contract if the Employer deems it necessary. For the performance of additional works, the Contractor shall be entitled to the remuneration specified in an annex to the Contract, while the settlement of additional works shall be based on an as-built cost estimate prepared by the Contractor on the basis of the workload approved by the Employer's representative;
- 11) The Contractor shall oblige his employees (or subcontractors, etc., hereinafter collectively referred to as "employees") to strictly comply with safety regulations, fire, and sanitary regulations, environmental protection regulations and HACCP with particular regard to the internal regulations of the Employer concerning the site in accordance with principles listed in the Instruction;
- 12) The Contractor shall be obliged to act in a reasonable manner to protect the environment (both on the premises of the Employer and beyond) in order to reduce the danger and nonconformity of persons and property resulting from pollution, noise and other effects of his activities. The Contractor shall not allow the use of hazardous or harmful materials;
- 13) The Contractor shall deliver to the Employer any and all: user manuals, maintenance documentations, safety certificates, technical approvals, test reports, type certificates, etc.

§ 7. SUBCONTRACTORS

1. The Contractor undertakes to perform the Object of the Contract personally / using his employees.
2. Entrusting the performance of exact parts or all works covered by the Object of the Contract to third parties requires the Contractor notify the Employer about the detailed object of works/ construction works (hereinafter: the Notification), in writing in order to be valid, before the subcontractor commences the performance of these works, unless the Employer submits an objection to the Contractor within thirty days from being served the Notification, against the performance of these works by the subcontractor (hereinafter: the Objection). The Objection must be made in writing in order to be valid. The Employer may make entrusting certain works described in the Notification conditional upon additional security in the form of a bank/insurance guarantee or an additional deposit on the receivables paid to the Contractor in order to secure the return of the remuneration paid to subcontractors by the Employer. If the Employer demands the Contractor present an additional security, the Contractor is obliged to submit relevant documents to the Employer, accepted by it, within 14 days from the date of receipt of the Notification. If no additional security is established by the Contractor, despite the Employer's demand, the Employer will submit an Objection. At the Employer's request, the Contractor undertakes to report to the Employer on the status of its liabilities towards subcontractors and to immediately disclose any other information demanded by the Employer.

3. Entrusting some of the works to other entities by the Contractor may not result in an increase of the remuneration due to the Contractor for the delivery of the Object of the Contract.
4. In the event of the Contractor using the assistance of subcontractors, he shall be obliged to use only professional entities and shall bear full responsibility for the actions performed by the entities entrusted with the performance of the works on the risk basis, as if he himself acted or failed to act.
5. In the event of performance of any works by subcontractors, the Contractor agrees to timely pay any amounts due to them. In the event when the amounts due to subcontractors have been paid by the Employer, the Employer shall deduct the amounts paid to the subcontractors from the Contractor's remuneration, and then from the security deposit. If the Employer receives information about any payment arrears of the Contractor with regard to subcontractors, the Contractor shall be obliged to establish security for any recourse claim of the Employer against the Contractor on account of satisfying the Subcontractor's claims, under the pain of termination of the Contract by the Employer through the Contractor's fault.
6. The Contractor undertakes to ensure that his subcontractor performs the aforementioned obligations towards a further subcontractor (counterparty). The above provisions shall be fully applicable to the subcontractor's contractor, whereby the Employer shall be entitled to retain payments to the Contractor, demand a security from the Contractor, in relation to the subcontractor's obligations to his counterparty.

§ 8. GUARANTEES

1. The Contractor grants the Employer a guarantee of quality with regard to the Object of the Contract and the materials used for the period indicated in the Contract, not shorter than 24 months from the date of the final acceptance.
2. The materials used shall have appropriate approvals, certificates, and declarations of conformity attesting to the quality and properties and conformity of the materials used with the Contract and its appendices.
3. The guarantee shall also cover the correctness of the work constituting the Object of the Contract in accordance with the Contract, legal regulations, instructions and technical documentation.
4. The Contractor undertakes within the guarantee period to eliminate, at his own expense, the reported defects in a technologically reasonable time, not longer than the time specified in the memorandum or the Contract, taking into account the time necessary to carry out the works.
5. If for any reason the Contractor fails to remedy the defects within the agreed time, the Employer shall have the right, after the ineffective written request sent to the Contractor to remedy the defects, engage another entity to remedy them, and the Contractor shall bear the costs thereof irrespective of liquidated damages due to the Employer and any compensation.
6. In the event of a latent defect, the guarantee period of the repaired or replaced element shall be counted anew from the date of elimination of the defect.

§ 9. GOOD PERFORMANCE GUARANTEE

1. As security for the proper performance of the Contract, the Contractor shall pay the Employer a deposit amounting to at least 10% of the Contractor's total net remuneration specified in the Contract. The amount of the deposit shall be payable in accordance with the Contract, within the due date of the payment due to the Contractor and in the case of partial payments (other than the advance payment) – by the deadline of each such payment, in such amounts that their sum total corresponds to the amount indicated in accordance with the previous sentence. The deposit shall remain in full force for the maximum guarantee period stipulated in the Contract, in accordance with § 8 of the GTC (security deposit). In the event of failure of the Contractor to pay the amount of the deposit by the aforementioned deadline, the Contractor shall obligate the Employer to deduct the amount due on the deposit from any payment due to the Contractor (excluding the advance payment), in such amounts that the sum total of the deducted amounts corresponds to the full amount of the deposit. The detailed method of payment of the deposit is regulated by the Contract.
2. The security deposit may be replaced by an unconditional, irrevocable bank or insurance guarantee payable on the first demand amounting to at least 10% of the Contractor's net remuneration indicated in the Contract and valid for the maximum guarantee period indicated therein. The guarantee template must be accepted in writing by the Employer, otherwise it will not be accepted. The amount of the deposit shall be returned to the Contractor within 14 days of the date of delivery of the bank or insurance guarantee to the Employer, with the wording accepted by the Employer.
3. The good performance guarantee referred to in § 9 section 1 and 2 may be used by the Employer to satisfy the costs of elimination of defects discovered at the time of acceptance and the costs of guarantee repairs and damage suffered if the Contractor fails to remedy the defects in compliance with the Contract by a date set by the Parties, as well as the remuneration paid to Contractor's subcontractors, and any other claims of the Employer.

§ 10. WORKS ACCEPTANCE

1. The final acceptance shall be performed with regard to all the works after the performance of the Contract. Completed stages of the works determined in accordance with a schedule, if stipulated in the Contract, shall be subject to partial acceptance procedure.
2. The Contractor shall notify the Employer five days in advance of the date on which the Contractor will be ready to carry out the acceptance procedure. The Employer shall proceed with the acceptance no later than within 10 days and in the case of final acceptance no later than within 14 days of the Contractor's notification of readiness for acceptance. The Contractor shall be obliged to notify the Employer's authorized representative in writing, and the deadline shall count from the date of acknowledgment of the receipt of the notification. On this basis, the Employer will set the day and time of acceptance.
3. The Contractor's obligations shall be to complete and present to the duly authorised representative of the Employer documents allowing the assessment of the correct execution of the object of the acceptance procedure. A works handover report shall be drawn up from the acceptance activities pertaining to the works in the presence of the Employer and the Contractor, where all the findings made during the acceptance will be included, as well as the deadlines set for the elimination of defects.
4. The Employer shall have the right to refuse to accept any part of the works performed contrary to the technical documentation or the terms of the Contract. Should this be the case, the defects shall be eliminated at the Contractor's expense.
5. In the event of defects or objections, the report will indicate the shortest technically possible date of their elimination. The deadline for the elimination of defects and objections may not cause a postponement of the base deadlines indicated in the Contract.
6. After eliminating defects and objections, the Contractor shall notify the Employer in writing of the planned date of acceptance at least three calendar days in advance.
7. The final acceptance shall be performed after a duly authorised representative of the Employer has made a statement in the final acceptance report.

§ 11. LIQUIDATED DAMAGES

1. The Contractor shall pay the Employer liquidated damages:
 - a) for delay in the execution of particular works specified in the schedule, in the completion of the Object of the Contract as well as for a delay in the elimination of a defect discovered during the final acceptance of the works and during the guarantee period - 0.5% of the Contractor's total lump sum remuneration for each day of delay, no more than 20% of the total lump sum remuneration specified in the Contract;
 - b) for withdrawal from the contract by the Contractor or the Employer, not caused by the fault of the Employer, amounting to 10% of the total lump sum remuneration of the Contractor specified in the Contract;
 - c) for failure to perform or improper performance of the Contract by the Contractor, including in particular in the event of violation of § 6 clause 2 of the GTC, a delay in the delivery of the Object of the Contract for more than 30 days and any other breach of the Contract justifying the Employer's withdrawal - 10% of the total lump sum of the Contractor's remuneration specified in the Contract;
 - d) for engaging in any form while performing the object of this contract of the Employer's employees - PLN 50,000 for engaging one employee of the Employer;
 - e) for any breach by the Contractor, Contractor's employees, subcontractor and subcontractor's employees of the regulations referred to in § 6 clause 2 point 6 of the GTC and the rules and obligations resulting from the Instruction regarding compliance with environmental protection and HACCP principles in accordance with § 6 clause 2 point 11- PLN 10 000 (in words: ten thousands zlotys) per every instance of violation;
 - f) for any breach by the Contractor's employees of the regulations in force at the Employer referred to in § 6 clause 2 point 11 of the GTC, the Contractor shall pay the Employer the following liquidated damages:
 - i. for failure to use personal protection equipment such as, among others, protective clothing, hard hat, jacket, safety footwear – in an amount of PLN 300 for each violation by one employee,
 - ii. for failure to use personal protection equipment such as, among others, hearing and eyesight protection devices, safety suspension equipment, and others – in an amount of PLN 300 for each case of violation by one employee,
 - iii. for organization of the work station contrary to applicable regulations, i.e.: mess, disorder – in an amount of PLN 500 for each case of violation by one employee,

- iv. for each conduct of an employee of the Contractor contrary to the OHS regulations and internal procedures enacted at the sugar plant resulting in the need to repeat the initial OHS training, and involvement of persons from the sugar plant the Contractor shall be debited with the training costs and the costs of labour of the sugar plant employees at an hourly rate – OHS training conducted by an in-house specialist – in an amount of PLN 150,
 - v. for bringing alcohol to the premises of the sugar plant by an employee of the Contractor – in an amount of PLN 500 for each violation by one employee,
 - vi. for expelling an employee of the Contractor from the premises of the sugar plant in the event of justified suspicions that this employee is under the influence of alcohol – in an amount of PLN 500 for each violation by one employee,
 - vii. for expelling an employee of the Contractor from the premises of the sugar plant in the event of theft, i.e. catching of that employee by an employee of the sugar plant or a security guard with the stolen item – in an amount of PLN 500 for each violation by one employee;
 - g) The Contractor undertakes not to send employees expelled by the Employer for the violations described in point e) above for work included in the object of the Contract, under the pain of payment of the liquidated damages provided in the above provisions.
2. The Employer shall pay the Contractor liquidated damages:
 - a) for withdrawal from the contract by the Contractor or the Employer by fault of the Employer, amounting to 10% of the total lump sum remuneration of the Contractor specified in the Contract.
 3. If the damage exceeds the value of the liquidated damages, the Party seeking the payment of the liquidated damages shall have the right to seek additional compensation.

§ 12. WITHDRAWAL FROM THE CONTRACT

1. The Employer may withdraw from the Contract if:
 - a) the Contractor abandons the performance of the Contract for reasons attributable to him, i.e. fails to perform the Contract for a period of 14 days or the delay in the works is such that meeting the contractual deadline is no longer possible,
 - b) the Contractor performs the works defectively and not in accordance with the design documentation or contract or contrary to technical requirements, violates the provisions of the Contract and does not respond to written orders of the Employer to make corrections and change the manner in which the works are being performed within a time limit set by the Employer.
2. The Contractor shall have the right to withdraw from the Contract in the event of a payment default exceeding 30 days.

§ 13. INSURANCE

1. The Contractor declares that he has current and valid civil liability insurance in respect of his business activity and property use for the sum insured specified in the Contract. The Contractor shall be obliged to perform the insurance obligations specified in § 6 of the GTC.
2. The Contractor, within 2 days from the date of conclusion of the Contract and at every request of the Employer, shall present insurance policies and submit to the Employer their copies together with the terms and conditions of insurance.
3. The Contractor shall not make any material changes in the contents of the insurance contract and shall not assign the rights resulting therefrom without the prior written consent of the Employer.
4. The Contractor shall immediately notify the Employer about a change of the material terms of insurance, taking into account the provisions of section 3.
5. If it turns out that the Contractor does not have insurance in accordance with the Contract, the Employer may conclude insurance contracts at the expense and risk of the Contractor, to which the Contractor hereby authorizes the Employer. These costs will be deducted from the remuneration due to the Contractor.

§ 14. CONFIDENTIALITY

1. The Contractor shall be obliged to keep confidential and not disclose any confidential information concerning the Employer which he has received in connection with the performance of the Contract, not to use this information for his own needs or for the needs of any third parties. The Contractor declares that he will also oblige his employees, subcontractors and other persons acting for or on his behalf to comply with the above confidentiality obligation.
2. The Employer shall be obliged to keep secret and not disclose any confidential information about the Contractor, which he receives in connection with the performance of the contract, not to use this information for his own needs or for the needs of third parties. The Employer declares that he will also oblige his employees to comply with the above confidentiality obligation.

§ 15. FINAL PROVISIONS

1. The Employer shall have the right to offset his claims against the Contractor against the Contractor's claims on account of the remuneration for the delivery of the Object of the Contract.
2. In the event that individual provisions of the Contract become partially or wholly invalid or ineffective, this shall not affect the effectiveness of the remaining provisions of the Contract. Provisions that are ineffective or incomplete shall be adequately replaced by effective provisions or supplemented by new ones, in a way that is most similar to the provisions of the Contract and the party's intended economic purpose.
3. The Parties resolve that any disputes arising out of or in connection with Contract performance shall be resolved amicably.
4. If no amicable resolution is possible, the dispute shall be referred to a civil court with jurisdiction over the registered office of the plaintiff.
5. Disposal of the Contractor's claims under the Contract shall require the prior consent of the Employer given in writing, otherwise being null and void.
6. Any amendments, including supplements to the Contract and the GTC, declarations of will made by the Parties must be made in writing by duly authorised representatives of the Parties, otherwise being null and void.
7. Should individual provisions of these Terms and Conditions prove to be inconsistent with the applicable law or be declared invalid or unenforceable under the judgment of a competent court, this shall not affect the validity and effectiveness of the other provisions. In such case, the parties undertake to amend the provisions accordingly with the original intention of the parties taken into account.
8. Disputes that may arise in connection with the Contract and the provisions of the Contract shall be governed by Polish law, and disputes shall be resolved by a Polish common court of law having jurisdiction over the registered office of the Employer.
9. In the event of drawing up these GTC or the Contract in other language versions, the interpretation shall always be made on the basis of the Polish version.

Appendix:
- draft contract

Contract

entered into on _____ by and between:

PFEIFER & LANGEN _____ with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register, under number KRS _____, NIP: _____, with the share capital of PLN: _____ (paid up in full), hereinafter referred to as the **Employer**, represented by:

and

capital company:

_____ (business name) with its registered office in _____

NIP: _____ entered in the Register of Entrepreneurs kept by the District Court in _____ Commercial Division of the National Court Register, under number KRS _____, with the share capital of PLN _____,

represented by:

_____ - _____

Sole trader:

_____, trading as _____, in _____, NIP _____, PESEL _____

hereinafter referred to as the **Contractor**.

This Contract is concluded on the basis of the General Terms and Conditions of Contract for Construction and Repairs of the Employer (hereinafter the „GTC”), accepted by the Contractor, and memorandum No _____ dated _____ and the tender offer dated _____, with the provisions of the Contract given precedence.

§ 1 Object of the Contract

1. The Contractor shall perform the following on behalf of the Employer:

2. Place of performance: _____
3. Documentation: _____
 - 1) provided by the Employer: _____
 - 2) provided by the Contractor and issued to the Employer: _____, form: _____, language: _____
4. Deadline set for the completion of the delivery of the Object of the Contract:
 - 1) Commencement date: _____
 - 2) Completion date: _____
 - 3) Schedule of works and expenditures: _____

§ 2 Remuneration of the Contractor

1. The final lump-sum remuneration of the Contractor shall be PLN _____ (say: _____ zlotys) net. It includes a transfer of the copyright and all the expenses in accordance with the contract. VAT shall be added to this amount or settled in accordance with legal regulations.
2. The remuneration shall be paid as follows (~~delete as appropriate~~):
 - 1) one-off payment 100 % (subject to the security deposit) – in accordance with § 4 clause 4 point b) of the GTC,
 - 2) payment in instalments:
 - a) _____ % of the amount specified in clause 1 plus the goods and services tax (VAT), i.e. the amount of PLN _____ (say: _____ zlotys) – advance payment – payable within 14 days of the delivery by the Contractor of the original of an irrevocable bank guarantee securing the return of the advance, valid until _____
 - b) _____ % of the amount specified in clause 1 plus the goods and services tax (VAT) – on the basis of an invoice issued after _____, payable as follows:
 - (say: _____) after the performance of _____ signing the acceptance report
 - (say: _____) – after _____ and signing the final acceptance report,
3. The payment date with regard to:
 - a. the amount specified in § 2 clause 2 point 2 letter b first indent shall be the first Tuesday following the lapse of 30 days from the date of delivery to the Employer of the VAT invoice or the correction VAT invoice (or replacement invoice) with the enclosed acceptance report _____.
 - b. the amount specified in § 2 clause 2 point 2 letter b second indent shall be the first Tuesday following the lapse of 30 days from the date of delivery to the Employer of the acceptance report regarding _____.
4. Payment into the Contractor's bank account: _____

§ 3 Warranty for Defects, Guarantee, Substitute Defects Elimination

1. Guarantee period: _____.
2. Defects elimination deadline: _____

§ 4 Good performance guarantee

1. A security deposit of _____ for the period of the guarantee in the form of a guarantee deposit offset against due and payable amounts or until the delivery of an unconditional, irrevocable bank or insurance guarantee, payable on the first demand, according to a template accepted by P&L.
2. Guarantee deposit payable as follows: _____
3. Liquidated damages shall be paid in accordance with the GTC.

§ 5 Insurance

The Contractor represents that he holds a current and valid business third party liability insurance with the sum insured of PLN _____.

§ 6 Persons responsible

1. The following persons shall be responsible for overseeing the performance of the Contract:
 - 1) On behalf of the Employer:
 - a) in scope of: _____;
 - b) in scope of: _____;
 - 2) On behalf of the Contractor:
 - a) in scope of: _____;
 - b) in scope of: _____;
2. Each of the Parties appoints a security and healthcare coordinator:
 - 1) On behalf of the Employer: _____; telephone number _____
 - 2) On behalf of the Contractor: _____; telephone number _____

§ 7 Other provisions

Employer:

Contractor:

Appendices:

1. Schedule of works and expenditures;
2. Memorandum dated _____;
3. Offer no. _____ dated _____;
4. Contractor's insurance policy