

GENERAL TERMS AND CONDITIONS OF DELIVERY BY ŁUKASIEWICZ RESEARCH NETWORK - INSTITUTE OF ELECTRICAL ENGINEERING

This version is current as of 31 December 2024.

1. GENERAL PROVISIONS

- 1.1.** The Supplier produces items marked only to the type, according to the specifications of either the Customer or the Supplier (as specified in the Offer), within the framework of the Supplier's statutory activities, under the terms of the Agreement.
- 1.2.** The GTD shall be made available to the Recipient prior to the conclusion of the Contract in such a way that he or she can familiarise themselves with their contents. The GTD shall apply unless otherwise agreed by the Parties.
- 1.3.** The Agreement shall be concluded in the documentary form referred to in Article 77² of the Civil Code, whereby the conclusion of the Agreement in the documentary form shall be effected by:
 - a. signing the Acceptance of the Offer by a person authorized to represent the Recipient with a simple electronic signature and sending it by e-mail to the Supplier's address indicated in the Offer or
 - b. Signing of the Acceptance of Offer by a person authorised to represent the Recipient and sending a scan by email to the Supplier's address indicated in the Offer.
- 1.4.** If the Supplier has not specified in the Offer a period of validity for the Offer, the Offer shall cease to be binding upon the expiry of the time during which the Supplier could, in the ordinary course of business, have received Acceptance of the Offer sent by the Recipient without unreasonable delay, i.e. upon the expiry of 14 days from the date of sending the Offer by e-mail to the Recipient's address.

2. DEFINITIONS

The following terms have the meanings given to them as below:

- 2.1. GTD** – these "General Terms and Conditions of Delivery by the Łukasiewicz Research Network - Institute of Electrical Engineering". The GTD constitutes an integral part of the Agreement and is made available to the Recipient as an annex to the cooperation and, in the case of permanent cooperation, via a link in the Offer;
- 2.2. Supplier** – Łukasiewicz Research Network – Institute of Electrical



Engineering with its registered office in Warsaw (04-703), ul. Pożaryskiego 28, acting on the basis of the Act of 21 February 2019 on the Łukasiewicz Research Network, entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number: 0000857831, NIP: 525 000 76 84, REGON (Statistical Identification Number): 387388984;

- 2.3. Offer** – refers to the form used by the Supplier "Offer for Supply", in which the Parties shall specify the subject of the supply, the completion date, the price and other detailed conditions of the supply;
- 2.4. Acceptance of the Offer** – refers to the form used by the Supplier "Acceptance of the Offer", which is sent to the Recipient together with the Offer. The Recipient's signature on the Acceptance of the Offer constitutes acceptance of the Offer and leads to the conclusion of the Contract in accordance with the GTD and the Offer;
- 2.5. Agreement** – an agreement for delivery within the meaning of Article 605 et seq. of the Civil Code, which is concluded in accordance with section 1.3 of the GTD;
- 2.6. Goods** – the product as detailed in the Offer, which the Supplier will manufacture and deliver to the Customer under the Agreement;
- 2.7. Working days** – days from Monday to Friday, with the exception of public holidays in the Republic of Poland within the meaning of the Act of 18 January 1951 on public holidays (consolidated text);
- 2.8. Recipient** - a natural person, legal person or organisational unit without legal personality who has entered into a Contract with the Supplier on the basis of the Offer;
- 2.9. Party, Parties** – the Supplier or the Recipient.

3. SUBJECT MATTER OF THE AGREEMENT

- 3.1.** The Supplier undertakes to manufacture the Goods and to deliver them to the Recipient in the quantities and on the dates specified in the Offer, and the Customer undertakes to take delivery of the Goods and to pay the price under the terms of the Contract.

4. RESPONSIBILITIES AND POWERS OF THE SUPPLIER

- 4.1.** The Supplier shall prepare the Goods with due care, in particular in accordance with the Recipient's specifications (if applicable). The Supplier has the authority, competence, experience and knowledge necessary for the proper execution of the Agreement.
- 4.2.** The Supplier's responsibilities include, in particular the following:
 - a. informing the Recipient by email to the address provided to the Supplier for contact by the Recipient, of threats that may adversely affect the performance of the Contract, including the completion date;
 - b. Producing of the Goods in accordance with the quality requirements applicable to them under national and EU law



As specified by the Customer and verified by the Supplier, and compliance with the relevant standards, if applicable;

- c. Immediately verifying the data and information provided by the Recipient and informing the Recipient by email to the email address provided to the Supplier for contact by the Recipient -in the event of any incompleteness or inconsistency in the data or information.
- 4.3.** The Supplier does not carry out the work specified in the Agreement under the direct supervision of the Customer, but is obliged to cooperate closely with the Customer in the scope and under the conditions specified in the Agreement and the standards, insofar as they apply to the type of Goods in question.
- 4.4.** The Parties agree that the Supplier may perform the Agreement with the participation of subcontractors.
- 4.5.** The Contractor shall be liable for the acts or omissions of subcontractors as for its own acts or omissions.

5. RESPONSIBILITIES AND POWERS OF THE RECIPIENT

- 5.1.** For the proper performance of the Agreement, the Recipient undertakes to cooperate with the Supplier, including providing the necessary documents and information, providing the necessary explanations and ensuring that the Supplier is in contact with the relevant persons on the part of the Recipient. In particular, the Recipient shall provide the Supplier, at their own cost and risk, with all materials, data and information necessary for the manufacture of a product of a given type, including documentation containing product drawings and technical requirements (for Goods manufactured by the Supplier for the first time) as well as the results of conducted material and technological analyses (if applicable), within the scope and timeframe each time agreed by the Parties, enabling the Supplier to manufacture the Goods on time. The Recipient's failure to comply with these obligations shall postpone the date of manufacture of the Goods by an appropriate period of time necessary for its performance and shall not render the Supplier liable for non-performance or improper performance of the Agreement.
- 5.2.** Incorrect, incomplete or inadequate materials, information or data provided in accordance with clause 5.1 by the Recipient, including inadequate quality, shall not give rise to liability on the part of the Supplier for improper performance of the Agreement.
- 5.3.** The Recipient declares that the materials, information or data provided to the Supplier will not infringe applicable laws or the rights of third parties.
- 5.4.** It is also the responsibility of the Recipient to:
 - a. ensure that the Supplier is able to interact with the Recipient's technical team to produce the Goods;
 - b. timely payment of the price and receipt of the Goods made to specification.
- 5.5.** In cases and to the extent that this results from the Supplier's ISO standards and obligations to maintain the confidentiality of information



owned by third parties, a representative of the Customer may be granted access to the Supplier's production space, after agreeing with the Supplier on the date and conditions. The Customer's representative will be admitted after becoming familiar with the Supplier's EHS regulations and signing the relevant declaration, as well as putting on protective clothing, either his or her own or that provided by the Supplier.

6. PLACE AND DATE OF MANUFACTURE

- 6.1.** The Supplier shall manufacture the Goods at the address specified in the Offer.
- 6.2.** Unless otherwise indicated in the Offer, the Supplier shall make the Goods using their own materials.
- 6.3.** If the Supplier is manufacturing the Goods to the Recipient's specification for the first time, then the Supplier shall produce a prototype of the Goods, which shall pass type testing - if so stated in the Offer - and be accepted by the Recipient before the start of production.
- 6.4.** The Supplier shall produce the Goods within the performance period resulting from the Offer, subject to the following paragraphs.
- 6.5.** The Supplier's commencement of producing of the Goods is conditional, if applicable, on the Customer fulfilling the obligations referred to in section 5.1 of the GTD or paying the advance payment referred to in section 8.2 of the GTD.
- 6.6.** In the event of a delay by the Customer in providing the necessary materials, data or information referred to in section 5.1 of the GTD or in paying the advance payment, the Supplier shall be entitled to:
 - a. change the date of production of the Goods or
 - b. recalculation of the price for the production of the Goods indicated in the Offer in the event that the Supplier's costs for the production of the Goods have increased due to the passage of time in relation to that specified in the Offer;The Supplier shall inform the Recipient by e-mail to the e-mail address of the contact person at the Recipient's side, at the same time requesting them to provide the necessary materials, data or information referred to in section 5.1 of the GTD or to make an advance payment within the period indicated in the request.
- 6.7.** Having received the request referred to in 6.6, the Recipient may accept or refuse to accept the new date of production of the Goods or the price indicated by the Supplier, of which they shall inform the Supplier by email to the email address indicated by the Supplier in the Offer. Failure on the part of the Recipient to respond within the timeframe specified in the request shall be deemed to be a failure on the part of the Recipient to agree to a change in the date of manufacture of the Goods or to a changed price of manufacture of the Goods. In the absence of consent, the Supplier may either make the Goods, subject to 6.8, or withdraw from the Contract - the right of withdrawal may be exercised within 14 Business Days from the day on which the Supplier became aware of the

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occurrence of the circumstance giving rise to the withdrawal.

- 6.8.** The commencement of the manufacture of the Goods referred to in 6.7 shall not give rise to any liability on the part of the Supplier in respect thereof.
- 6.9.** Unless otherwise specified in the Offer, the obligation to obtain approvals and to comply with any other legal obligations necessary for the Goods to be used for their intended purpose rests with the Recipient.
- 6.10.** The Recipient has the right to control the manufacture of the Goods from the point of view of compliance with the specification if the Goods are manufactured to the Recipient's specification.
- 6.11.** All complaints and grievances shall be dealt with by the Supplier in accordance with the Supplier's grievance procedure. Anonymous grievances or complaints will not be considered.

7. TRANSPORT AND COLLECTION OF GOODS

- 7.1.** The costs of transport and unloading, unless otherwise specified in the Offer, shall be borne by the Recipient.
- 7.2.** Unless the Offer states otherwise, the Supplier is obliged to deliver the Goods to the Recipient by courier.
- 7.3.** The Supplier shall notify the Recipient of the date of collection/delivery of the Goods well in advance, electronically to the e-mail address indicated in the Offer.
- 7.4.** The Goods will be issued in the packaging normally used by the Supplier, unless the type of packaging is specified in the Offer.
- 7.5.** The date of performance of the Agreement shall be the date indicated in the Offer or, in the absence of such indication, the date of receipt of the Goods by the Recipient.
- 7.6.** Unless otherwise stipulated in the Offer, the Recipient shall receive an invoice together with the Goods.

8. PRICE AND TERMS OF PAYMENT

- 8.1.** The Recipient will pay the price specified in the Offer. If the Recipient makes use of the additional services specified in the Offer, the amount specified in the Offer as payable for the additional service in question will be added to the price payable.
- 8.2.** If the Parties have stipulated in the Agreement that the Recipient is obliged to pay the Supplier an advance payment in a specific amount and on a specific date, its payment shall be made on the basis of a pro-forma invoice issued by the Supplier, to the account indicated therein. If the advance payment is not made by the specified date, the Supplier shall be entitled to withdraw from the Agreement with immediate effect - the right of withdrawal may be exercised within 7 Business Days of the date by which the advance payment was due. The rest of the remuneration referred to in 8.1 shall be paid by the Recipient in accordance with 8.3.
- 8.3.** The Offer and remuneration is payable by transfer to the Supplier's bank

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account indicated on the invoice, on the basis of a correctly issued invoice, within 7 days of delivery. In the Offer, the Parties may specify payment terms other than those indicated in this paragraph.

- 8.4.** The date of payment is the date on which the funds are credited to the Supplier's bank account.
- 8.5.** In the event of a delay in payment of the remuneration, the Recipient shall pay interest for delay in commercial transactions, in accordance with the rules laid down by law.
- 8.6.** The Recipient authorises the Supplier to issue an invoice without the Recipient's signature and to send invoices electronically to the e-mail address indicated in the Offer.

9. RESPONSIBILITY. STATUTORY WARRANTY

- 9.1.** The Parties shall only be liable to each other for damage resulting from non-performance or improper performance of their obligations under the Agreement, excluding lost profits, and for damage caused by wilful misconduct or gross negligence.
- 9.2.** The Customer shall assert claims against the Supplier relating to the non-performance or improper performance of the Agreement solely on the basis of and within the limits of the Agreement, also in the event that the non-performance or improper performance of the Agreement would fulfil the characteristics of a tort. This provision shall not apply to damages caused by non-performance or improper performance of the Agreement due to intentional acts or omissions of the Supplier or those torts for which liability cannot be excluded on the basis of generally applicable legal provisions, in particular those indicated in articles 444, 435 and 436 of the Civil Code.
- 9.3.** The Supplier's liability to the Recipient for any damage caused in connection with the performance of the Agreement shall be limited to an amount representing the value of the price specified in that Agreement.
- 9.4.** The Supplier shall not be liable under the warranty for physical defects of the Goods delivered to the Recipient when their production took place in the manner specified by the Recipient or according to the technological documentation provided by him, and the Supplier, despite exercising due diligence, could not detect the defects in the manner of manufacture or technological documentation or the Recipient, despite the Supplier drawing his attention to the above defects, insisted on the manner of manufacture or technological documentation provided by them.

10. AGREEMENT TERMINATION

- 10.1.** The application of Art. 610 of the Polish Civil Code is excluded.
- 10.2.** In the event that a Party withdraws from the Agreement before completion for reasons not attributable to the Supplier, the Recipient agrees to pay all costs and expenses incurred by the Supplier or costs arising from obligations incurred by the Supplier in connection with the performance of the Agreement, and to pay a portion of the price due to



the Supplier for the performance of the Goods that have been properly performed up to the date of termination.

- 10.3.** Clause 10.2 shall apply to the termination of the Contract by mutual agreement of the Parties, unless otherwise agreed by the Parties in the Contract.
- 10.4.** The termination of the Contract or the declaration of withdrawal from the Contract shall be in writing or in document form on pain of nullity.

11. FORCE MAJEURE

- 11.1.** By Force Majeure the Parties shall understand an event or series of events, beyond the control of the Parties, which prevent in whole or in part the performance of the obligations under the Agreement, which the Parties could not have foreseen and which they could not have prevented or overcome by acting with due diligence. These include in particular: obstacles of a technical and technological nature making it impossible to achieve the intended results, wars, conscription of workers for training or the execution of hostilities, floods, fires, acts of terror, strikes, failures of a satellite or its ground systems, failures of computer systems, sudden introduction of a state of epidemics or a state of epidemiological emergency or other manifestations of Force Majeure.
- 11.2.** The Supplier shall not be liable for any failure to perform or improper performance of their obligations under the Agreement if it is a consequence of Force Majeure as defined in clause 11.1 above.
- 11.3.** The Supplier shall immediately notify the Customer in writing of the emergence or cessation of the circumstances referred to in clause 11.1. The foregoing stipulations shall not relieve the Customer of its obligation to pay the portion of the price corresponding to the Goods properly performed and accepted in accordance with the Agreement up to the date on which the Party has established such impossibility.
- 11.4.** The deadlines for performing the obligations under the Agreement shall be extended by the duration of the Force Majeure.

12. CONFIDENTIAL INFORMATION

- 12.1.** A Party is obliged to keep confidential any information related to the other Party's business obtained in the course of completion or in connection with the cooperation with the other Party. The obligation of confidentiality is in principle unlimited in time, unless the Offer states otherwise, and does not cease to bind the Parties in the event of termination of the Agreement.
- 12.2.** The information referred to clause 12.1 shall be understood to include, but not be limited to, any information not disclosed to the public concerning the Supplier's activities, commercial or organisational information, as well as information the disclosure of which could expose the Supplier to damage, loss of reputation or loss of confidence necessary for the conduct of their business. This applies in particular, to the technical documentation, regardless of the form in which it is recorded, is covered by company confidentiality and constitutes confidential information of the



Supplier.

- 12.3.** In the event that a Party breaches its obligation of confidentiality, the breaching Party shall be obliged to pay a contractual penalty in the amount of PLN 5,000 (in words: five thousand zlotys) for each case of breach, unless the Offer states otherwise. Contractual penalties shall be payable within 7 days from the date of the debit note.
- 12.4.** The aggrieved party is entitled to claim damages exceeding the value of the stipulated contractual penalty.

13. FINAL PROVISIONS

- 13.1.** The Parties undertake to resolve any disputes that may arise from the performance of the Agreement amicably first, and if they fail to reach an agreement, the disputes shall be submitted for settlement to a common court with jurisdiction over the Supplier's registered office.
- 13.2.** The Supplier has the right to amend the GTD at any time, but the amendments do not apply to Agreements concluded by the Parties prior to the implementation of the amendments. In the case of permanent cooperation, the Supplier shall make the amended GTD available to the Customer as an attachment with the first Offer submitted to this Customer after the amendment of the GTD.
- 13.3.** In matters not regulated in the GTD, the laws of the Republic of Poland shall apply. Where the Recipient has its registered office outside the territory of the Republic of Poland, the Parties may agree that disputes arising out of or in connection with the Agreement shall be settled by the arbitration court indicated in the Offer.

