



GENERAL LABORATORY SERVICE TERMS AND CONDITIONS OF THE ŁUKASIEWICZ RESEARCH NETWORK – INSTITUTE OF ELECTRIC ENGINEERING

This version is current as of 31 December 2024.

1. GENERAL PROVISIONS

- 1.1.** The Contractor shall provide laboratory services as part of its statutory activities, under the terms and conditions of the Contract.
- 1.2.** The GTC shall be made available to the Ordering Party prior to the conclusion of the Contract in such a manner that it can read their contents. The GTC shall apply unless otherwise agreed by the Parties.
- 1.3.** The Contract shall be concluded in document form referred to in Article 77² of the Civil Code, whereby the conclusion of the Contract in document form shall be effected by:
 - a. the Offer Acceptance being signed by a person authorised to represent the Ordering Party with a standard electronic signature and sent by e-mail to the Contractor's address indicated in the Offer; or
 - b. the Offer Acceptance being signed by a person authorised to represent the Ordering Party and sending a scan by e-mail to the Contractor's address indicated in the Offer.
- 1.4.** If the Contractor 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 in which the Contractor could, in the ordinary course of business, have received a response sent by the Ordering Party without unreasonable delay, i.e. upon the expiry of 14 days from the date of sending the Offer by e-mail to the Ordering Party's address.

2. DEFINITIONS

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

- 2.1. GTC** shall mean these "General Laboratory Service Terms and Conditions of the Łukasiewicz Research Network – Institute of Electrical Engineering". The GTC shall constitute an integral part of the Contract and shall be made available to the Ordering Party as an appendix to the Offer and, in the case of permanent cooperation, via a link in the Offer;
- 2.2. Contractor** shall mean the 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: 387388984;



- 2.3. Offer** shall mean the form used by the Contractor titled "Service Offer", in which the Parties shall specify the scope of the Services, the term of the Services, the Contractor's remuneration and other detailed terms and conditions of the Services;
- 2.4. Offer Acceptance** shall mean the form used by the Contractor titled "Offer Acceptance", which is sent to the Ordering Party together with the Offer. The Ordering Party's signature on the Offer Acceptance shall constitute acceptance of the Offer and lead to the conclusion of the Contract in accordance with the GTC and the Offer;
- 2.5. Contract** shall mean the contract for the performance of the Service, concluded in accordance with section 1.3 of the GTC;
- 2.6. Service** shall mean a laboratory service, calibration service, electrical insulation equipment testing service (dielectric testing) or technology support (expert) service provided by the Contractor as part of its statutory activity, to the extent and at the times specified in the Contract;
- 2.7. Research Infrastructure** shall mean a research infrastructure defined as the facilities, resources (including equipment, materials, tools, devices, premises) and associated services that are used by the Contractor to perform the Services;
- 2.8. Test Subject** shall mean the subject (including equipment, material, device) made available to the Contractor for testing as part of the provision of the Service;
- 2.9. Protocol** shall mean a document confirming the performance of the Service, issued by the Contractor when:
- the test was carried out in accordance with the Ordering Party's guidelines or only partly in accordance with the subject standard; or
 - the Contractor has not been provided with complete documentation of the Test Subject, enabling its full identification; or
 - at least one result of the tests carried out was negative.
- 2.10. Report** shall mean a document confirming the performance of the Service, issued by the Contractor when the following conditions are met together:
- the Test Subject has successfully passed the set of (type) tests necessary to demonstrate that it meets the requirements described in the standard in question and
 - documentation of the Test Subject has been sent to the Contractor and is verified.
- 2.11. Electrical Insulation Equipment Test Certificate** shall mean a document confirming the performance of the Service, issued by the Contractor according to the template adopted by the Contractor for dielectric testing;



- 2.12. Calibration Certificate** shall mean a document confirming the performance of the Calibration Service, issued by the Contractor in accordance with the template applicable to calibration laboratories;
- 2.13. Working Days** shall mean the 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;
- 2.14. Ordering Party** shall mean a natural person, legal person or organisational unit without legal personality that has concluded the Contract with the Contractor for the provision of Services on the basis of the Offer;
- 2.15. Party, Parties** shall mean the Ordering Party or the Contractor.

3. RESPONSIBILITIES AND POWERS OF THE CONTRACTOR

- 3.1.** The Contractor shall perform the Service with due diligence, in particular in accordance with current knowledge. The Contractor assures that it has the authority, competence, experience and knowledge necessary for the proper performance of the Service.
- 3.2.** Unless otherwise stated in the Offer, the Contractor shall apply the principle of ascertaining compliance with the requirements agreed with the Ordering Party or with the requirements stated in the standards, without taking measurement uncertainty into account. General information on measurement uncertainty shall be included in the Offer.
- 3.3.** The Contractor's responsibilities include, in particular:
- informing the Ordering Party by e-mail to the e-mail address provided to the Contractor for contact by the Ordering Party, of threats that may adversely affect the performance of the Service, including its completion date;
 - performance of the Service in accordance with applicable, Service-relevant national and EU legislation, laboratory research practice and adherence to relevant standards;
 - when using the Ordering Party's Research Infrastructure, using it for its intended purpose;
 - immediately verifying the data and information provided by the Ordering Party and informing the Ordering Party by e-mail to the e-mail address provided to the Contractor for contact by the Ordering Party - in the event of any incompleteness or inconsistency in the data or information.
- 3.4.** The Contractor does not carry out the work specified in the Contract under the direct supervision of the Ordering Party, but is obliged to cooperate closely with the Ordering Party in the scope and under the conditions specified in the Contract and the standards, insofar as they apply to the type of Service in question.
- 3.5.** The Parties agree that the Contractor may perform the Services covered by the Contract with the participation of subcontractors.



3.6. The Contractor shall be liable for the acts or omissions of subcontractors as for its own acts or omissions.

4. RESPONSIBILITIES AND POWERS OF THE ORDERING PARTY

4.1. For the proper performance of the Contract, the Ordering Party undertakes to cooperate with the Contractor, including providing the necessary documents and information, providing the necessary explanations and ensuring that the Contractor is in contact with the relevant persons on the part of the Ordering Party. In particular, the Ordering Party shall provide the Contractor, at its own cost and risk, with all materials, data and information necessary for the performance of the Service of a given type, including the results of previous tests in the subject matter of the Service and the results of ongoing material and technological analyses (if applicable), to the extent and within the deadline each time agreed by the Parties, enabling the Contractor to perform the Service on time. The Ordering Party's failure to comply with these obligations shall postpone the date of performance of the Service by an appropriate period of time necessary for its performance and shall not render the Contractor liable for non-performance or improper performance of the Contract.

4.2. Incorrect, incomplete or inadequate materials, information or data provided in accordance with section 4.1 by the Ordering Party, including their inadequate quality, shall not give rise to liability on the part of the Contractor for improper performance of the Contract.

4.3. The Ordering Party represents that the materials, information or data provided to the Contractor shall not infringe applicable laws or the rights of third parties.

4.4. The Ordering Party's responsibilities shall also include:

- a. ensuring that the Contractor is able to cooperate with the Ordering Party's technical team to perform the Services;
- b. in the event that the works are carried out on the Ordering Party's premises, providing the Contractor with the conditions necessary for the proper performance of the Service, including the provision of access to the Research Infrastructure necessary for the performance of the Service;
- c. timely payment of remuneration and acceptance of the duly completed Service.

4.5. The Ordering Party's representative shall have the right to observe the tests in real time in a specially prepared room on the Contractor's premises via electronic media. The Ordering Party's representative may participate in the tests, after agreeing with the Contractor on the date and conditions of participation. The Ordering Party's representative shall be allowed to participate in the tests after becoming familiar with the Contractor's OHS regulations and signing the relevant declaration, as well as putting on protective clothing, either its own or provided by the Contractor.



5. PLACE OF SERVICE PERFORMANCE. ADMISSION OF THE TEST SUBJECT

- 5.1.** The Ordering Party shall deliver the complete Test Subject to the address indicated in the Offer at its own expense and risk.
- 5.2.** The Contractor shall visually inspect the Test Subject provided by the Ordering Party in accordance with section 5.1 and inform the Ordering Party of the admission or refusal of the Test Subject for testing. The admission of the Test Subject shall be confirmed by an inventory admission report. If deficiencies, material defects or damage to the Test Subject are discovered which may affect the conduct or outcome of the test, the Contractor may either admit the Test Subject provided that the Test Subject is supplemented or replaced within a specified deadline or refuse to admit the Test Subject. In the event of refusal, the Parties shall agree on the conditions for the provision of a new Test Subject and possibly a new deadline for the Service.
- 5.3.** Due to the specific nature of the test or the Test Subject, the Parties may agree that the Contractor shall perform the Service on the Ordering Party's premises, including using the Ordering Party's Research Infrastructure. The Ordering Party shall have no claim against the Contractor for the Contractor's use of the Ordering Party's Research Infrastructure to perform the Service.
- 5.4.** In the event that the Ordering Party fails to provide the Test Subject or fails to make available its Research Infrastructure necessary for the performance of the Service within the period specified in the Offer, the Contractor shall be entitled to:
- change the deadline for performance of the Service; or
 - recalculate the remuneration indicated in the Offer for the performance of the Service in the event that, due to the lapse of time for the provision of the Test Subject or making the Research Infrastructure available, the Contractor's costs associated with the performance of the Service have increased in relation to those specified in the Offer; or
 - withdraw from the Contract - the right of withdrawal may be exercised within 14 Working Days of passing of the last day specified in the Offer for the delivery of the Test Subject or making the Research Infrastructure available.
- 5.5.** In the case set out in section 5.4 of the GTC, the Contractor may either call upon the Ordering Party to deliver the Test Subject or make the Research Infrastructure available within the deadline indicated in the call, or withdraw from the Contract pursuant to section 5.4 letter c at its option. In the event of a call from the Ordering Party as referred to in the preceding sentence, the Contractor may:
- change the Service performance deadline; or
 - recalculate the remuneration for the performance of the Service as indicated in the Offer;



of which it shall inform the Ordering Party in the request.

- 5.6.** The Ordering Party, having received the request referred to in section 5.5, may accept or refuse to accept the new deadline for the performance of the Service or the remuneration specified by the Contractor, of which it shall inform the Contractor by e-mail to the address indicated by the Contractor in the Offer. Failure by the Ordering Party to respond within the deadline specified in the call shall be deemed to be a failure by the Ordering Party to agree to change the Service performance deadline or to an amended remuneration for performance of the Service. In the absence of consent, the Contractor may perform the Service, subject to section 5.7, or withdraw from the Contract - the right of withdrawal may be exercised within 14 Working Days of the date on which the Contractor became aware of the occurrence of the circumstance giving rise to the withdrawal.
- 5.7.** The commencement of performance of the Service referred to in section 5.6 shall not render the Contractor liable in this respect.
- 5.8.** Unless otherwise stated in the Offer, the Contractor may perform the Service outside its premises, using the Research Infrastructure of other institutes within the Łukasiewicz Research Network, at the Contractor's discretion.
- 5.9.** If the Offer so stipulates, the Contractor shall have the right to charge the Ordering Party a fee in the amount specified in the Offer for admission of the Test Subject for testing and verifying its completeness in a situation in which the Ordering Party, despite being notified of the deficiencies by the Contractor and being given a deadline to remedy them, has failed to remedy the deficiencies of the Test Subject indicated by the Contractor which make it impossible to conduct the testing, within the deadline.

6. COMPLETION DATE AND ACCEPTANCE. COMPLAINT PROCEDURE

- 6.1.** The Contractor shall perform the Service within the performance deadline set out in the Offer, subject to the following sections.
- 6.2.** The Contractor's commencement of the Service performance shall be conditional on the Ordering Party fulfilling the obligations referred to in sections 4.1 and 5.1 of the GTC and, if required, payment of the advance referred to in section 7.2 of the GTC.
- 6.3.** In the event of a delay by the Ordering Party in providing the necessary materials, data or information referred to in section 4.1 of the GTC or in paying the advance, the Contractor shall be entitled to:
 - a. change the deadline for performance of the Service; or
 - b. recalculate the remuneration indicated in the Offer for the performance of the Service in the event that, due to the passage of time in relation to that specified in the Offer, the Contractor's costs associated with the performance of the Service have increased;



of which it shall inform the Ordering Party by e-mail to the address of the contact person of the Ordering Party. In the case referred to in the preceding sentence, the provisions of sections 5.6 to 5.7 of the GTC shall apply.

- 6.4.** Acceptance of the Services shall take place on the basis of a relevant document confirming the performance of the Services, i.e. as appropriate: Protocol, Report, Calibration Certificate or Electrical Insulation Equipment Test Certificate. The document confirming the performance of the Service shall act as an acceptance report forming the basis for the invoice and payment of remuneration.
- 6.5.** Documents evidencing performance of the Service shall be produced in electronic form and sent to the Ordering Party by e-mail.
- 6.6.** The day on which the Service is performed shall be the day on which the Contractor sends a copy of the completed document to the Ordering Party confirming performance of the Service.
- 6.7.** The document confirming performance of the Service shall be accepted by the Ordering Party within 5 Working Days of its receipt. The Ordering Party may refuse to accept the document by raising legitimate objections to the completeness or reliability of the Service performance; such objections shall be raised by e-mail to the e-mail address provided in the Offer for contact in technical matters. The mere fact that the test results or the Contractor's expert opinion, as contained in the document, deviate from the Ordering Party's expectations shall not constitute grounds for refusal to accept the document or the need to repeat the tests under the already executed Contract. Failure by the Ordering Party to raise justified objections within the stipulated deadline shall be considered equal to acceptance of the Service, which shall constitute the basis for the Contractor to issue an invoice and payment of remuneration by the Ordering Party.
- 6.8.** The Contractor shall respond to the Ordering Party's objections within 5 Working Days of receipt; the response shall be made electronically to the Ordering Party's e-mail address from which the objections were sent.
- 6.9.** The Ordering Party acknowledges that the content of the document confirming performance of the Service may not be altered (including introducing abbreviations) without prior agreement with the Contractor. Only the original Report authenticated by the Contractor shall retain its credibility in relation to third parties.
- 6.10.** Unless otherwise agreed by the Parties, the Test Subjects, once the Services have been performed, shall remain available for collection at the site designated by the Contractor for a period of 1 month from the date of the preparing the document confirming performance of the Services. Upon the ineffective expiry of this period, the Contractor shall be entitled to dispose of the Test Subject at the Ordering Party's expense, and the



Ordering Party shall not be entitled to any claims on this account. The Contractor may also charge the Ordering Party for the cost of storing the Test Subject for a period exceeding 1 month until it is either collected or disposed of at the rate specified in the Offer.

- 6.11.** By way of a separate letter, the Ordering Party may authorise the Contractor to scrap the Test Subject at the Ordering Party's expense. At the request of the Ordering Party, the Contractor shall return the Test Subjects to the Ordering Party solely at the expense and risk of the Ordering Party.
- 6.12.** The Ordering Party acknowledges that, with the exception of Calibration Services, Test Subjects received after testing may be in a partially damaged condition due to the nature of the tests performed and the test methods used. Furthermore, the Ordering Party acknowledges that the Test Subjects after testing other than calibration may not be traded as goods or used for service repairs.
- 6.13.** All complaints and grievances shall be handled by the Contractor in accordance with the Contractor's grievance procedure. Anonymous grievances or complaints shall not be considered.

7. REMUNERATION AND TERMS OF PAYMENT

- 7.1.** The Contractor shall be entitled to the remuneration specified in the Offer for the performance of the Services. In the event that the Ordering Party makes use of the services specified in the Offer as additional, the amount set out in the Offer as payable for the additional service in question shall be added to the payable remuneration. If the Test Subject is not completed, a fee for acceptance of the Test Subject and verification of its completeness in the amount specified in the Offer shall be charged to the Ordering Party instead of the fee set out in the Offer for the performance of the service. In addition, the Contractor shall have the right to charge the Ordering Party for the costs of remedying damage on the part of the Contractor resulting from the impact on the Test Subject in accordance with the test methodology, e.g. removal and disposal of oil that has leaked from the equipment.
- 7.2.** If the Parties have stipulated in the Contract that the Ordering Party is obliged to pay the Contractor an advance in a specific amount and within a specific deadline, its payment shall be made on the basis of a pro-forma invoice issued by the Contractor, to the account indicated therein. If the advance is not paid within the specified deadline, the Contractor shall be entitled to withdraw from the Contract with immediate effect. The right of withdrawal may be exercised within 7 Working Days of the date by which the advance was to be paid. The rest of the remuneration referred to in section 7.1 shall be paid by the Ordering Party in accordance with section 7.3.



- 7.3.** The remuneration shall be payable by transfer to the Contractor's bank account indicated on the invoice, on the basis of a correctly issued invoice, within 7 days of its delivery to the Ordering Party. In the Offer, the Parties may specify payment terms other than those indicated in this section.
- 7.4.** The date of payment of remuneration shall be the date on which the funds are credited to the Contractor's bank account.
- 7.5.** In the event of a delay in payment of the remuneration, the Ordering Party shall pay interest for delay in commercial transactions, in accordance with the rules laid down by law.
- 7.6.** The Ordering Party shall authorise the Contractor to issue an invoice without the recipient's signature and to send invoices electronically to the e-mail address indicated in the Offer.

8. RESPONSIBILITY

- 8.1.** 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.
- 8.2.** The Contractor shall be solely responsible for the correct performance of the Service. The Contractor shall not be responsible for the application of the test results by the Ordering Party.
- 8.3.** The Ordering Party shall assert claims against the Contractor relating to the non-performance or improper performance of the Contract solely on the basis of and within the limits of the Contract, also in the event that the non-performance or improper performance of the Contract 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 Contractor 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.
- 8.4.** The Contractor's liability to the Ordering Party for damage caused in connection with the performance of the Service shall be limited to an amount representing the value of the equipment provided to the Contractor for tests.

9. CONTRACT TERMINATION

- 9.1.** Either Party may rescind the unperformed part of the Contract in the event of a breach of its terms and conditions by the other Party, but only if such breach is not remedied by the breaching Party within the period specified by the other Party in a summons served on the breaching Party, unless otherwise provided for in the GTC. The deadline for remedying breaches may not be less than 10 Working Days. The request to remedy breaches



shall be delivered in writing or by e-mail to the contact person of the addressee (document form) and shall indicate the breach and the deadline for its remedy. A Party may withdraw from the unperformed part of the Contract within 14 Working Days counted from the date of the ineffective expiry of the period to remedy the breaches.

- 9.2.** In addition, a Party may withdraw from the unperformed part of the Contract in the event of force majeure the effects of which persist for a period exceeding 20 Working Days. The right of withdrawal may be exercised within 14 Working Days counted from the 21st Working Day of occurrence of a force majeure event.
- 9.3.** In the event that a Party withdraws from the Contract for reasons not attributable to the Contractor, the Ordering Party undertakes to cover all costs and expenses incurred by the Contractor or costs arising from obligations incurred by the Contractor in connection with the performance of the Contract, and to pay the portion of the remuneration due to the Contractor for the performance of the Services that have been properly completed up to the date of withdrawal from the Contract.
- 9.4.** The termination of the Contract, the declaration of termination of the Contract or the declaration of withdrawal from the Contract shall be made in writing or in document form, otherwise being null and void.
- 9.5.** In the event of termination of the Contract by mutual agreement of the Parties, the rules set out in section 9.3 shall apply mutatis mutandis unless otherwise agreed by the Parties.

10. FORCE MAJEURE

- 10.1.** 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 Contract, 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: scientific risk, obstacles of a technical and technological nature making it impossible to achieve the intended results, wars, conscription of workers for training or participation in a military campaign, 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.
- 10.2.** The Contractor shall not be liable for any lack of performance or improper performance of their obligations under the Contract if it is a consequence of a force majeure event as defined in section 10.1 of the GTC.
- 10.3.** The Contractor shall immediately notify the Ordering Party in writing of the emergence or cessation of the circumstances referred to in section 10.1 of the GTC. The foregoing stipulations shall not relieve the Ordering Party of its obligation to pay the portion of the remuneration corresponding



to the Services that were properly performed and accepted in accordance with the Contract up to the date on which the Party has established such impossibility.

- 10.4.** The deadlines for performing the obligations under the Agreement shall be extended by the duration of the Force Majeure.

11. CONFIDENTIAL INFORMATION

- 11.1.** 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 Contract.
- 11.2.** The information referred to in section 11.1 shall be understood to include, but not be limited to, any information not disclosed to the public concerning the Contractor's tests, commercial or organisational information, as well as information the disclosure of which could expose the Contractor to damage, loss of reputation or loss of trust necessary for the conduct of their business. In particular, the results of performance of the Services set out in the Contract, regardless of the form in which they are recorded, shall be covered by a business secret and shall constitute confidential information of the Contractor.
- 11.3.** 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 5000 (in words: five thousand zloty) 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.
- 11.4.** The aggrieved party shall be entitled to claim damages exceeding the value of the stipulated contractual penalty.

12. FINAL PROVISIONS

- 12.1.** The Parties undertake to resolve any disputes that may arise from the performance of the Contract 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 Contractor's registered office.
- 12.2.** The Contractor shall have the right to amend the GTC at any time, but the amendments shall not apply to Contracts concluded by the Parties prior to the implementation of the amendments. In the case of permanent cooperation, the Contractor shall make the amended GTC available to the Ordering Party as an appendix to the first Offer submitted to this Ordering Party after the amendment of the GTC.
- 12.3.** The laws of the Republic of Poland shall apply in matters not governed by the GTC and the Offer. Where the Ordering Party 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 Contract shall be settled by the arbitration court indicated in the Offer.

