

## PROJECT PROVISIONS OF THE AGREEMENT EZP.271[...]2025.ZP

Concluded on ..... 2025 between: / Concluded on the date of the last electronic signature between:

The National Centre for Nuclear Research with its registered office in Otwock (05-400), Andrzeja Sołtana 7, Poland, a research institute entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under the KRS number 0000171393, NIP: 532-010-01-25, REGON: 001024043, BDO: 000004834, hereinafter referred to as the "Ordering Party", represented by:

.....

and the bidder selected as a result of awarding a public contract in an open tender procedure, pursuant to Article 132 of the Act of 11 September 2019 – Public Procurement Law (Journal of Laws of 2024, item 1320) (hereinafter referred to as the "Act") – [...], hereinafter referred to as the "Contractor", represented by:

.....

The Ordering Party and the Contractor are hereinafter jointly referred to as the "Parties" and each individually as a "Party",

hereinafter referred to as the "Agreement" with the following content:

## §1

## SUBJECT OF THE AGREEMENT

1. The subject of the Agreement is the **delivery, installation and commissioning a set of devices within NOMATEN CoRE intended for nuclear corrosion testing in conditions simulating the operating conditions of PWR type reactors** at the headquarters of the National Centre for Nuclear Research in Otwock (hereinafter referred to as the "Subject of the Agreement" or "Set of Devices", depending on the context).
2. The scope of the subject of the order consists of the subject of the order guaranteed by the Ordering Party (basic order) and the order covered by the option right (optional order).
  - 2.1. The subject of the basic order includes:
    - 1) RECIRCULATION LOOP
    - 2) AUTOCLAVE WITH LOADING DEVICE DEVOTED TO MECHANICAL TESTING
    - 3) DIRECT CURRENT POTENTIAL DROP (DCPD) CONTROLLER
  - 2.2. The scope of the order covered by the option right includes:
    - 1) OPTION 1: AUTOCLAVE TO CORROSION (EXPOSURE TESTS)
    - 2) OPTION 2: LOADING MACHINE FOR MECHANICAL TESTS IN AUTOCLAVE
    - 3) OPTION 3: SPARE PARTS – RECIRCULATION LOOP
    - 4) OPTION 4: REPLACEMENT PARTS - AUTOCLAVE
    - 2.2.1. The Ordering Party reserves the right to exercise the option right. The Ordering Party makes the exercise of the option right dependent on having sufficient financial resources for this purpose.
    - 2.2.2. The option right is an entitlement of the Ordering Party, which may be used within the framework of the performance of the Agreement. In the event that the Ordering Party does not exercise the option right, the Contractor shall not be entitled to any claims in this respect. The condition for activating the option right is the declaration of will of the Ordering Party to execute the order within the framework of the option right and placing a separate order outside the basic order. The Ordering Party may place an order within the scope of the Optional Order no later than 2 (two) months from

the date of conclusion of the agreement for the performance of the basic order.

2.2.3. In the event that the Ordering Party exercises the option right:

and) The contractor will be obliged to apply the conditions and prices in accordance with the submitted offer.- in accordance with Attachment No. 3 to the contract;

b) The contractor will be entitled to remuneration calculated in accordance with the unit prices specified by the contractor in the offer.

2.2.4. A detailed description of individual, optional parts of the Subject of the Agreement (Order under the option right) is specified in the Contractor's offer, i.e. Attachment No. 3 to the Agreement.

2.2.5. The Ordering Party's declaration of exercising the Option Right must be made in writing under penalty of nullity and must indicate the scope of the optional order.

2.2.6. The Ordering Party reserves the right to exercise the Option Right to a limited extent, i.e. to order from 1 to 4 variants of optional equipment, specified in Attachment No. 3 to the Agreement.

2.2.7. The provisions of the Agreement relating to the Basic Order shall apply to the Optional Order.

3. The detailed specification of the Subject of the Agreement is specified in the Contractor's offer, i.e. Attachment No. 1 to the Agreement.

4. The delivered Set of Devices must be brand new, i.e. unused before the date of delivery and free from any defects and approved for sale and use within the EU.

5. The specification of the terms of the contract, annexes, the Contractor's offer, documents and declarations submitted by the Parties during the public procurement procedure constitute an integral part of the Agreement.

6. The Contractor declares that the Subject of the Agreement includes/does not include the goods and services listed in Attachment No. 15 to the Act of 11 March 2004 on the tax on goods and services (hereinafter referred to as the "VAT Act") (if applicable).

## §2

### CONDITIONS OF PERFORMANCE OF THE SUBJECT OF THE AGREEMENT

1. The Contractor shall complete the Subject of the Agreement **to 10 months from the date of conclusion of the contract and no later than 05<sup>th</sup> June 2026 (due to the need to settle the project)** for a complete Set of Devices with delivery, installation and commissioning at the Ordering Party's headquarters. Training of the Ordering Party's employees shall be conducted on dates agreed by the Contractor and the Ordering Party. **Order completion date under the option right is up to 9 months from the date of submission of the selected variant/variants of the optional order no later than 05<sup>th</sup> June 2026 (due to the need to settle the project).**
2. The condition for activating the option right is the declaration of will of the Ordering Party to execute the order within the scope of the option right and placing a separate order outside the basic order. The Ordering Party may place an order within the scope of the Optional Order no later than 2 (two) months from the date of conclusion of the agreement for the delivery of the Subject of the Order meeting the basic requirements.
3. All costs related to the implementation of the Subject of the Agreement shall be borne by the Contractor including the costs of transport, customs duties, packaging and insurance for the duration of transport.
4. The Contractor undertakes to manufacture the Set of Devices based on the current state of knowledge and technical possibilities and with due diligence determined by the professional nature of the activity he conducts.
5. The Ordering Party undertakes to cooperate with the Contractor to the extent enabling him to fully and correctly execute each device included in the Set of Devices. In particular, the Ordering Party undertakes to provide the Contractor with all instructions and to remain in constant communication with him.
6. The Contractor undertakes to provide remote assistance in case of any problems with the integration of devices included in the Set of Devices.
7. Persons responsible for the implementation of the Agreement:
  - a) On behalf of the Ordering Party: name and surname: ....., tel. ...., e-mail.....;
  - name and surname: ....., tel. ...., e-mail .....
  - b) On behalf of the Contractor: name and surname: ....., tel....., e-mail.....
8. The Contractor shall be fully liable to the Ordering Party for the actions or missions of the Contractor's employees,

persons acting on its behalf or subcontractors, as for its own actions.

9. The Contractor is responsible for transporting the necessary components to the destination – also on the NCBJ premises. Transport on the NCBJ premises must be agreed with the persons responsible for the implementation of the contract on the part of the Ordering Party at least 5 working days before the planned visit.
10. The Contractor undertakes to conduct training for 3 people lasting at least 8 working days, including (i) 4-day training immediately after installation and (ii) 4-day training within 12 months of installation at the Ordering Party's headquarters on a date agreed with the Ordering Party. Additionally, the Contractor undertakes to conduct a short on-line training in English, concerning the basic principles of work using the system (before delivery). During the trainings, at the end of the installation, aspects of operating the set of devices and software will be discussed in detail.
11. The Contractor declares that in order to perform the Subject of the Agreement, it will provide appropriate technical resources and personnel with the skills, experience, knowledge and required authorizations, to the extent necessary to perform the Subject of the Agreement, in accordance with the offer submitted by the Contractor.
12. The Contractor is obliged to conduct acceptance tests at the installation site of the device set. After the device is delivered and the first training is conducted, the Ordering Party requires tests to verify the correctness of the device operation, taking into account the following aspects:
  - Operation of the recirculation loop and autoclave at 350 °C and 20 MPa
  - Operation of the O<sub>2</sub> and H<sub>2</sub> sensors
  - Operation and verifying possibility to register/control values of all of the parameters in the delivered software
  - Operation of the chiller, DCPD system
  - Operation of the loading system for the sample prepared by NCBJ users and verifying the results with delivered software

### §3

#### CONDITIONS FOR ACCEPTANCE OF THE SUBJECT OF THE AGREEMENT

1. The acceptance protocol for the Subject of the Contract (basic or optional order) must be drawn up in accordance with the requirements specified below and signed by the Parties or by the Ordering Party and sent to the Contractor.
2. The acceptance protocol for the Subject of the Contract should include in particular:
  - a) Agreement number,
  - b) data of the Ordering Party and the Contractor,
  - c) The subject of the collection (basic or optional order) and the date of its execution,
  - d) information about the verification of the Subject of the Agreement by the Ordering Party,
  - e) information regarding the delivery of the required documents for the delivered Devices.
3. The Contractor shall provide the required certificates and declarations for the Subject of the Agreement together with the delivery.
4. Together with the equipment constituting the Subject of the Agreement, the Contractor shall deliver:
  - User manual for equipment and instruction how to use the software (in English)
  - Technical documentation of the system construction (in English)
  - Technical documentation of electrical installation in the system (in English)
  - Technical drawings of the system (in English)
  - Unlimited licenses for software/software
  - CE certificate
5. The date of execution of the Agreement shall be deemed to be the date of signing the Protocol of acceptance of the Subject of the Agreement meeting the basic requirements without reservations. In the event of exercising the Right of Option, the date of execution of the Agreement shall be deemed to be the date of signing the Protocol of acceptance of the last of the selected Options.

6. The Ordering Party authorizes the persons indicated in § 2(7)(a) to sign the acceptance protocol of the Subject of the Agreement on its behalf.

#### §4

##### PERFORMANCE BOND

1. The Contractor grants the Ordering Party a guarantee for the Subject of the Agreement for a period of ..... months (***the required minimum guarantee period is 12 months***), counted from the date of signing the unconditional acceptance protocol of the Subject of the Agreement meeting the basic requirements or purchased under the Option Right referred to in § 3 of the Agreement.
2. Warranty services will be provided by an authorized service center of the device manufacturer.
3. The contractor covers the costs of spare parts and services: labor, travel and accommodation of the manufacturer's authorized service during the warranty period in the event of improper operation of the device.
4. If it is necessary to carry out repairs outside the place of use, the transport costs shall be borne by the Contractor.
5. Reporting a defect will be done by telephone, in writing or by e-mail.
6. The Contractor's response time during the warranty period to the Ordering Party's notification shall not exceed 5 business days from the date of reporting the failure. The Parties understand the Contractor's response to be the diagnosis of the reported defect and the determination of the time necessary to remove it. The time of performing a warranty repair should not exceed 10 business days from the date of reporting the failure (with the possibility of extension to 45 days in the event of the need to import spare parts).
7. A device reported by the Ordering Party for removal of a defect before the expiry of the warranty period is subject to repair under the terms described above.
8. The duration of the warranty is each time extended by the time the defect occurred, i.e. by the time from the date the Ordering Party reports the defect to the date the defect is removed.
9. The ordering party shall not bear any costs related to warranty repairs.
10. The Contractor undertakes to ensure full availability of spare parts for the Set of Devices for a period of at least 10 years after the end of the warranty period.
11. The Contractor undertakes to present an annual offer for a service contract covering all devices included in the Set of Devices simultaneously.

#### §5

##### PRICE AND PAYMENT TERMS

1. The Parties agree that for the performance of the Subject of the Agreement referred to in § 1, the total amount of remuneration due to the Contractor for the proper performance of the Subject of the Agreement amounts to net PLN [...] + VAT tax ....., i.e. in total PLN [...] gross (in words: [...] zloty), including:
  - basic order: [...] PLN net + VAT tax ....., i.e. total [...] PLN gross (in words: [...] zlotys),
  - order under option rights:
    - (i) OPTION 1: [...] PLN net + VAT tax ....., i.e. total [...] PLN gross (in words: [...] zlotys)
    - (ii) OPTION 2: [...] PLN net + VAT tax ....., i.e. total [...] PLN gross (in words: [...] zlotys)
    - (iii) OPTION 3: [...] PLN net + VAT tax ....., i.e. total [...] PLN gross (in words: [...] zlotys)
    - (iv) OPTION 4: [...] PLN net + VAT tax ....., i.e. total [...] PLN gross (in words: [...] zlotys)
2. The price includes all activities, costs and expenses of the Contractor necessary for the comprehensive preparation and timely execution of the Agreement, in particular: the price of the Subject of the Agreement, training costs, transport costs, packaging and insurance for the duration of transport and performance of obligations arising from the guarantee.
3. Payment for the completed Subject of the Contract shall be made by transfer to the Contractor's bank account

number: [.....], within 30 days from the date of submission of a correctly issued invoice to the Ordering Party.

4. The Ordering Party shall pay for the Subject of the Contract in the following manner:

- a) prepayment – up to 20% of the gross amount of the Agreement (basic and optional scope): ..... PLN (in words: ...) - up to 20% as an advance payment on account of the price, payable within 30 days from the date of conclusion of the Agreement and up to 20% as an advance on the price within the remuneration for the selected optional scope - up to 30 days after the Ordering Party submits a declaration of intent to exercise the option right and place a separate order outside the basic order - after receiving the advance payment invoice.
  - b) 70% of the gross amount of the Agreement for the basic scope: ..... PLN (in words: ...) - after delivering the Set of Devices to NCBJ together with the necessary documentation including: (i) device and software operating instructions (in English), (ii) technical documentation of the system design (in English), (ii) technical documentation of the electrical installation of the system (in English), (iii) technical drawings of the system (in English), unlimited licenses for using the software/software, (iv) CE certificate, (v) certificate confirming the design and inspection of the set of devices in accordance with the European Union Directive: European Standard Pressure Equipment Directive PED 2014/68/EU. The same applies to the optional scope.
  - c) 10% after installation, conducting the first 4-day training referred to in § 2 section 10 and after signing the Acceptance Protocol without reservations. The same applies to the optional scope.
5. The basis for issuing an invoice is the final acceptance protocol of the Subject of the Agreement (for the basic or optional scope) signed by the Ordering Party without reservations, in accordance with §3 of the Agreement.
6. The Ordering Party reserves the right to settle the remuneration due to the Contractor under the Agreement under the split payment mechanism (hereinafter referred to as the "Split Payment Mechanism") provided for in the provisions of the VAT Act (if applicable).
7. The Contractor declares that the bank account indicated by him in paragraph 3, to which the payment of the remuneration due to him under the Agreement is to be made:
- is an account enabling payment under the Split Payment Mechanism (if applicable);
  - is an account included in the list of entities (hereinafter referred to as the "List") kept by the Head of the National Revenue Administration referred to in Article 96b of the VAT Act (if applicable).
8. If the bank account indicated by the Contractor does not meet the conditions specified in paragraph 7, the Ordering Party's delay in making the payment within the time specified in the Agreement, resulting from the Ordering Party's inability to pay using the Split Payment Mechanism or to an account included in the List, may not constitute a basis for any claims by the Contractor, and in particular it does not entitle the Contractor to demand interest or compensation from the Ordering Party for late payment (if applicable).
9. The Contractor, in accordance with the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership, may send structured electronic invoices electronically via the Electronic Invoicing Platform. The Ordering Party has an account on the platform <https://brokerpefexpert.efaktura.gov.pl> PEF no.: NIP 532-010-01-25. The Ordering Party does not allow sending and receiving other structured electronic documents via the platform, with the exception of corrective invoices.
10. The original invoice should be sent electronically to the following addresses: ..... and in the case of a paper invoice, delivered to the headquarters of the National Centre for Nuclear Research, Andrzeja Sołtana 7, 05-400 Otwock (office).

## §6

### CHANGES TO THE AGREEMENT

1. Pursuant to Article 455(1) para. 1 of the Act, the Ordering Party provides for the possibility of making changes to the provisions of the concluded Agreement in the following cases and under the following conditions:
  - a) a change in the applicable regulations affecting the performance of this Agreement, including a change in the amount of remuneration resulting from a change in the VAT rate,
  - b) change of the deadline for the implementation of the Subject of the Agreement in the following cases
    - downtime and delays not attributable to the Contractor, having a direct impact on the timely performance of

the Subject of the Agreement; the change consists in extending the deadline by the period of downtime and delays;

- other interruptions in the performance of the Subject of the Agreement, resulting from reasons beyond the Contractor's control; the change consists in extending the deadline by the period of the interruptions that occurred;

- c) change of the deadline for the performance of the Subject of the Agreement - in the event of the occurrence of a case of force majeure, by which, for the purposes of these proceedings, the Parties understand an event external to the legal bond between the Parties, independent of the Parties, which the Parties could not avoid or prevent with due diligence. Force majeure, conditioning the change of the Agreement, shall be considered in particular: flood, fire and other natural disasters, pandemic, epidemic, riots, strikes, terrorist attacks, warfare, sudden deterioration of weather conditions, sudden interruptions in the supply of electricity, radiation or contamination; the Parties allow, among other things, the possibility of amending the Agreement in the event of circumstances that hinder or prevent the performance of the Agreement in connection with the occurrence of Covid-19, the war in Ukraine or other disruption of the supply chain.

2. The Ordering Party provides for the possibility of changing the amount of remuneration specified in § 5(1) of the Agreement in the event of a change in the price of materials or costs related to the execution of the order under the following conditions:

- a) The level of change in the price of materials or costs related to the performance of the Agreement entitling the Parties to the Agreement to request a change in remuneration is set at 15% in relation to the level of prices of the same materials or costs on the date of submission of offers.
- b) The initial date for determining the change in remuneration is set as the day on which the premise occurs in the form of an increase in remuneration, price of materials or costs related to the performance of the Agreement by 15%.
- c) In the event of an increase in the price of materials or costs related to the performance of the Agreement above 15%, the Contractor is entitled to submit to the Ordering Party a written request to amend the Agreement in the scope of payments resulting from invoices issued after the change in the price of materials or costs related to the performance of the Agreement. The request should contain a factual justification and an indication of the legal basis and a precise calculation of the amount of the Contractor's remuneration after the amendment of the Agreement.
- d) In the event of a drop in the price of materials or costs related to the performance of the Agreement by more than 15%, the Ordering Party is entitled to submit to the Contractor written information about a change in the Agreement in the scope of payments resulting from invoices issued after the change in the price of materials or costs related to the performance of the order. The information should include factual justification and an indication of the legal basis and a precise calculation of the amount of the Contractor's remuneration after the change in the Agreement.
- e) The Contractor may submit an application to the Ordering Party no earlier than after 3 months from the date of conclusion of the Agreement.
- f) The obligation to demonstrate the impact of the changes referred to above on the change in remuneration referred to in § 5 section 1 of the Agreement rests with the Contractor under penalty of refusal to amend the Agreement by the Ordering Party.
- g) The maximum value of an individual change in remuneration permitted by the Ordering Party as a result of applying the provisions on the principles of introducing changes in the amount of remuneration is 5% of the remuneration for the scope of the Subject of the Contract not yet implemented by the Contractor, and the total maximum value of all changes in remuneration permitted by the Ordering Party as a result of applying the provisions on the principles of introducing changes in the amount of remuneration is 2% of the remuneration referred to in § 5 section 1.
- h) The contractor whose remuneration has been changed is obliged to change the remuneration due to the subcontractors with whom it has concluded an agreement, to the extent corresponding to the changes in the prices of materials or costs relating to the subcontractor's obligation.



**§7****CONTRACTUAL PENALTIES**

1. The Contractor shall pay the Ordering Party contractual penalties:
  - a) for delay in the delivery of the Subject of the Agreement (basic or optional scope) in the amount of 0.05% of the gross price for each commenced day of delay, counted from the day following the expiry of the delivery deadline within the given scope. The Ordering Party allows the Contractor to be released from the obligation to pay contractual penalties described in this letter a) provided that the Parties to the Agreement sign a defect delivery and acceptance protocol within the deadline for the completion of the Subject of the Agreement and deliver the missing elements of the Subject of the Agreement no later than 30 days after the deadline for the completion of the Subject of the Agreement.
  - b) in the event of delay in delivering the missing elements of the Subject of the Agreement, within the additional deadline referred to in section 1 letter a) – the amount of the penalty for the Contractor shall be 0.06% of the gross Remuneration for each commenced day of delay.
  - c) for delay in the performance of services under a guarantee or warranty in the amount of 0.05% of the gross price of the Device to which the delay applies, for each commenced day of delay, counted from the day following the expiry of the deadline for performance,
  - d) for withdrawal from the Agreement for reasons attributable to the Contractor in the amount of 10% of the total gross remuneration specified in § 5(1) of this Agreement.
  - e) for failure to conduct or avoiding to conduct the training referred to in §2(10) in the amount of 40,000.00 PLN gross for each case of failure to conduct or evading the conduct of training.
2. The Contractor authorizes the Ordering Party to deduct from the remuneration referred to in § 5 of the Agreement the amount of the calculated contractual penalties.
3. The sum of contractual penalties may not exceed 15% of the total gross remuneration referred to in § 5(1) of the Agreement.
4. Payment of the contractual penalty by the Contractor does not deprive the Ordering Party of the right to claim compensation under general principles if the contractual penalty does not cover the damage caused.
5. The Ordering Party shall pay statutory interest for late payment of the remuneration.

**§8****Security for performance of the Agreement**

1. The Contractor declares that prior to the conclusion of the Agreement, it provided unconditional security for the proper performance of the Agreement in the form of [...] in the amount of 2% of the Remuneration due for the performance of the Subject of the Order meeting the basic requirements, i.e. in the amount of [...] PLN (in words: [...] zloty), for the period of performance of the Subject of the Agreement and the warranty period specified in § 4 (1) (hereinafter referred to as the Security).
2. The purpose of the security is to secure and possibly satisfy the Ordering Party's claims arising from non-performance or improper performance of the Agreement by the Contractor, including the Ordering Party's claims under a guarantee or warranty (in particular, those resulting from the need for the Ordering Party to remove defects in the Subject of the Agreement as part of substitute performance) and claims for contractual penalties.
3. The beneficiary of the Security is the Ordering Party.
4. The costs of the Security are borne by the Contractor.
5. The Contractor undertakes to ensure that the Security remains binding during the period of performance of the Agreement and during the warranty period specified in § 4(1). The Contractor undertakes to immediately inform the Ordering Party of any factual or legal circumstances that have or may have an impact on the binding force of the Security and on the possibility and scope of the Ordering Party's exercise of rights arising from the Security.
6. The Ordering Party undertakes to return to the Contractor 70% of the Security amount within 30 days from the date of signing the Protocol of Acceptance of the Subject of the Agreement. The remaining 30% of the Security amount will be left to secure the Ordering Party's claims under the warranty for defects. The Ordering Party

undertakes to return to the Contractor 30% of the Security amount no later than 15 days after the expiry of the warranty for defects or guarantee period.

7. During the performance of the Contract, the Contractor may change the form of the Security to one or more forms referred to in the provisions of the Act, provided that the change in the form of the Security is made while maintaining the continuity of the Security and without reducing its amount.
8. The security remains at the disposal of the Ordering Party and remains valid for the period specified in the Agreement.
9. If there is no reason to realise the Security in whole or in part, it shall be returned to the Contractor in whole or in part, respectively, within the deadlines referred to in paragraph 6. Security provided in cash shall be returned together with the amount of interest resulting from the Ordering Party's bank account agreement in which it was kept, after deducting the costs of maintaining the account and the bank commission for transferring funds to the Contractor's account.
10. The Ordering Party may seek satisfaction from the Security if any amount due to the Ordering Party from the Contractor in connection with the non-performance or improper performance of the Contract is not paid within 30 days from the date of receipt by the Contractor of a written request for payment.
11. If the period of validity of the Security provided in a form other than cash is shorter than the required period of its validity, the Contractor is obliged to provide new security for the proper performance of the Contract no later than 30 days before the expiry of the validity of the existing Security.
12. If the Contractor fails to submit a new security for the proper performance of the Agreement to the Ordering Party within the time specified in paragraph 11, the Ordering Party shall change the form of security to security in cash by paying out the amount from the previous Security. In the event of a change or failure to meet the deadline for the performance of the Agreement, the Contractor who provides security for the proper performance of the Agreement in a form other than cash is obliged to extend the validity period of the security provided accordingly.

## §9

### FINAL PROVISIONS

1. The Contractor may not, without the prior written consent of the Ordering Party, under pain of nullity, transfer the rights and obligations arising from the Agreement to a third party, in particular: transfer receivables, assign, convey, dispose of or pledge receivables arising from this Agreement in favour of a third party.
2. In implementation of the provisions of Article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, the Ordering Party declares that it has the status of a large enterprise within the meaning of Article 4(6) of this Act.
3. The Parties declare that the personal data indicated in the Agreement will be processed with due diligence on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and the processing of the personal data indicated above is necessary for the purposes resulting from the legitimate interests pursued by the Parties.
4. In matters not regulated by the Agreement, the provisions of the Public Procurement Law and the Civil Code shall apply.
5. Any changes to the Agreement must be made in writing (in the form of an annex) or in electronic form under pain of nullity, with the proviso that a change to the data indicated in § 2(7) does not require an annex.
6. The Parties undertake to resolve any disputes that may arise in connection with the performance of the Agreement amicably through negotiations. In the event of failure to reach an agreement, the disputes shall be resolved by a court with jurisdiction over the registered office of the Ordering Party.
7. All correspondence relating to the Agreement will be conducted in Polish.
8. The Agreement has been drawn up in two identical copies, one copy for each of the Parties./ The Agreement has been drawn up in electronic form, in the form of a file with qualified electronic signatures of authorized representatives of the Parties.



*Attachment No. 1 - Detailed Specification of the Subject of the Order*

*Attachment No. 2 - Pricing form*

*Attachment No. 3 – Contractor's offer*

**CONTRACTOR**

**ORDERING PARTY**