

**Applies to the implementation of the project under Measure 1.1 R&D projects of enterprises Sub-measure 1.1.1**

Project title: “Research and development works on the development of an energy-efficient room comfort improvement kit”

## **REQUEST FOR PROPOSAL**

for **the implementation of the production of plastic profiles and delivery of profiles produced as part of the implemented production** for the needs of MORAD Sp. z o.o., as part of the project entitled “Research and development works on the development of an energy-efficient room comfort improvement kit” carried out as part of Measure 1.1 R&D projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by enterprises of the Smart Growth Operational Programme 2014–2020 (“*Program Operacyjny Inteligentny Rozwój 2014–2020*”), co-financed by the European Regional Development Fund.

**Kartuzy, on 13 September 2023**

## I. ORDERING PARTY

**MORAD Spółka z ograniczoną odpowiedzialnością (limited liability company)**

**St. Kościerska 13**

**83-300 Kartuzy**

NIP (Tax ID) 5890009427

Contact person:

Magdalena Piskor

tel.: +48 571 202 717

E-mail: [magdalena.piskor@morad.pl](mailto:magdalena.piskor@morad.pl)

## II. GENERAL PROVISIONS

1. This procurement procedure is conducted in the mode of a Request for proposal, in accordance with the principle of competitiveness specified in the Guidelines of the Minister of Development on the eligibility of expenses under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014-2020, hereinafter referred to as the "Guidelines of the Minister of Development".
2. The procedure is conducted in **Polish and in English**.
3. The Ordering Party **does not provide for the possibility of submitting partial tenders**.
4. The Ordering Party **does not provide for the possibility of submitting variant tenders**.
5. The Ordering Party does not plan to **reimburse the costs** of participation in the procedure.
6. The Ordering Party will provide clarifications to Contractors' enquiries regarding the content of the request for proposal if the request for clarification is submitted to the Ordering Party no later than by the end of the day on which half of the deadline for submission of tenders expires i.e. until 18 September 2023. If the Contractor's request for clarification of the content of the request for proposal is submitted to the Ordering Party after the expiry of the deadline for clarifications or concerns already provided clarifications, the Ordering Party may provide clarifications or leave the request unexamined.
7. The Ordering Party reserves the right to cancel the procedure at each stage if, due to circumstances which it did not foresee or could not foresee, the award of the contract is not in the interest of the Ordering Party or it has become pointless for other reasons.
8. In the event of **cancellation of the procedure**, the tenderers are not entitled to any claim against the Ordering Party.
9. In this request, the terms Bidder and Contractor are used interchangeably.

## III. PURPOSE OF THE PROJECT, DESCRIPTION OF THE SUBJECT OF THE CONTRACT

1. The subject of the contract is **the implementation of the production of plastic profiles and delivery of profiles produced as part of the implemented production** to MORAD Sp. z o.o., as part of the project entitled "Research and development works on the development of an energy-efficient room comfort improvement kit" under Measure 1.1 R&D Projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by enterprises of the Smart Growth Operational Programme 2014–2020, co-financed by the European Regional Development Fund.

### 2. Detailed description of the subject of the contract:

The subject of the contract is:

- 1) Implementation of production of plastic profiles with parameters not worse than:

- a. material: PVC or equivalent;
- b. colour: black;
- c. Profile length: 6.5 running metres;
- d. high resistance to mechanical damage and resistance to chemical substances.

2) Delivery of 1000 running metres of profiles

Plastic profiles must be made in accordance with the Ordering Party's technical documentation.

The Ordering Party reserves the right to order a trial batch to confirm the proper performance of the Subject of the contract.

**The Ordering Party will make the technical documentation available to the Contractors** in an electronic version after they submit a **declaration with the obligation to keep the above documents confidential and not to make them available to third parties**. The template of the declaration referred to in the previous sentence constitutes Appendix 4 *Contractor's declaration on the confidentiality obligation*. The declaration should be submitted electronically in the form of an original (signed with a qualified electronic signature) or a scan to the following e-mail address: [magdalena.piskor@morad.pl](mailto:magdalenapiskor@morad.pl).

3. As part of the remuneration, the Contractor will ensure proper implementation of the production of plastic profiles in accordance with the Ordering Party's documentation and will deliver the quantity of plastic profiles required by the Ordering Party to the Ordering Party's registered office.
4. The subject of the contract will be unused, complete, free from physical and legal defects and encumbrances with rights of third parties, will not constitute the subject of security.
5. The subject of the contract must have **attestations** required by the Polish law allowing for use on the Polish market and must comply **with the standards** applicable in Poland and the European Union.
6. The trademarks, origin marks or patents that may appear in the Request for proposal are purely exemplary and their indication is aimed at determining the expected standard, while the Ordering Party informs that it allows for the possibility of using **equivalent solutions**.
7. If the Subject of the contract is described using standards, approvals and technical specifications, the Ordering Party allows for **equivalent solutions**. In such a case, the Bidder is obliged to indicate the scope of equivalence. The description of the proposed equivalent solutions must be detailed enough to enable the Ordering Party, when assessing the offers, to assess the fulfillment of the requirements regarding their functional properties, quality and parameters and to decide whether the proposed solutions are equivalent.
8. Equivalent solutions should be understood as solutions that present a description of the subject of the contract with the same or better technical, quality, functional parameters meeting the minimum parameters specified by the Ordering Party, but marked with other, e.g., trademark, patent or origin, standard or approval. The Contractor, who refers to equivalent solutions in the subject of the contract described by the Ordering Party, is obliged to prove that the solutions it proposes meet the requirements specified in the request for proposal in an equivalent manner.
9. The Ordering Party requires the Contractor to submit appropriate documents confirming the use of equivalent solutions. If the Contractor does not submit documents regarding the use of other equivalent materials or solutions in the offer, it is understood that the materials proposed in the detailed description of the subject of the order were included in the calculation of the offer price and execution of the subject of the order; Therefore, the Contractor is obliged to use the materials

or solutions proposed in the Detailed description of the subject of the order to complete the order.

10. CPV code: **44100000-1 Construction materials and associated items**

#### IV. CONTRACT EXECUTION DATE

1. The subject of the contract should be performed **by December 1, 2023**.
2. The completion date of the subject of the contract will be the date on which the Ordering Party accepts the complete subject of the contract, confirmed by a final acceptance report signed by both parties without reservations.

#### V. DESCRIPTION OF THE TENDER PREPARATION

1. The proposed value should be presented in **the Tender Form (Appendix 1)**.
2. The tender value must be presented as the net price of the **Subject of the contract**.
3. The tender value should be expressed in monetary units to two decimal places.
4. The net price of the subject of the contract is a criterion for the evaluation of tenders within the subject of the contract, in accordance with the conditions specified in Chapter VII of this RFP.
5. The prices indicated in the tender will be valid throughout the tender validity period and will be binding for the concluded agreement.
6. If any amounts are provided in foreign currencies, the Ordering Party will convert these amounts into PLN according to the average exchange rate of the National Bank of Poland announced on **22 September 2023**. In providing prices, all elements connected with correct and timely performance of the Subject of the contract should be taken into account.

#### VI. PLACE AND DATE OF SUBMITTING TENDERS

1. The tender must be submitted **by 22 September 2023 by 3:00 p.m.** at the registered office of the Ordering Party or by 11:59 p.m. by e-mail to the following address: [magdalena.piskor@morad.pl](mailto:magdalena.piskor@morad.pl) or on the website of the competitiveness base ("*Baza Konkurencyjności*").
2. Tenders submitted after the deadline will not be considered.
3. The tender must be valid at least **until 31 October 2023**.
4. The Ordering Party informs that it allows for extending the tender validity period after prior consent of the Contractor.
5. Before the tender submission deadline, the Contractor may introduce **changes** to the submitted tender or **withdraw** it. Changes in the tender or its withdrawal should be delivered to the Ordering Party in writing otherwise being invalid before the tender submission deadline. A change or withdrawal of the tender should include an additional indication "**TENDER CHANGE**" or "**TENDER WITHDRAWAL**".
6. In the course of the examination and evaluation of the tenders, the Ordering Party may request the Contractors to **clarify** the content of the tenders submitted within the specified time limit. If no explanations are submitted within the specified time limit, **the tender will be rejected**. The Ordering Party may summon Contractors who within the specified deadline, did not submit the declarations or documents required by the Ordering Party, or who did not submit powers of attorney, or who submitted declarations and documents required by the Ordering Party, which contained errors, clerical or arithmetical errors or did not confirm the fulfillment of the conditions for participation in the proceedings by the Contractor, or who submitted faulty powers of attorney,

to submit them within the prescribed deadline, unless, despite their submission, the offer is rejected or it would be necessary to invalidate the proceedings.

7. A tender is submitted under penalty of rejection, in writing or electronically - understood as a scan of the signed original or a document with a qualified electronic signature - sent by e-mail or via the Competitiveness base.
8. The bid together with appendices must be signed by persons authorised to represent the Contractor in accordance with the representation resulting from the relevant register (record) or on the basis of the power of attorney granted.
9. The tender should include **a tender form** completed in accordance with the inquiry and attachments to the inquiry. The power of attorney to represent the Contractor should be attached only if in point 5 the offer form will not provide an internet address, under which the Ordering Party can obtain, using free and publicly available databases, documents confirming the authorization to represent the person who signed the offer.
10. The Ordering Party reserves the right to change the content of this Request for proposal.
11. Changes in the content of the Request for proposal and clarifications given by the Ordering Party to Contractors' inquiries become an integral part of the Request for proposal and are binding for Contractors.

#### **VII. THE TENDER EVALUATION CRITERIA AND INFORMATION ON THE POINT WEIGHT ASSIGNED TO THE TENDER EVALUATION CRITERIA AND THE DESCRIPTION OF THE WAY OF AWARDING POINTS FOR SATISFYING THE TENDER EVALUATION CRITERIA**

1. The Ordering Party will evaluate valid tenders on the basis of the following tender evaluation criteria:

CRITERION	WEIGHT (point)
<b>TOTAL NET PRICE OF THE SUBJECT OF THE CONTRACT</b>	100

#### **TOTAL NET PRICE OF THE SUBJECT OF THE CONTRACT – PC**

The price score will be calculated based on the following formula:

$$P_c = (C_n \times 100) / C_b$$

where,

P<sub>c</sub> – points received for the criterion of the net price of the subject of the contract

C<sub>n</sub> – total net price of the subject of the contract of the lowest of the submitted Tenders

C<sub>b</sub> – total net price of the subject of the contract of the examined Tender

A tender may be awarded up to **100 points** for the criterion **“total net price of the subject of the contract”**.

2. The calculations will be made by the Ordering Party to two decimal places.
3. **THE ORDERING PARTY WILL CONSIDER AS THE MOST ADVANTAGEOUS THE TENDER WHICH SCORES THE HIGHEST NUMBER OF POINTS IN THE PRICE CRITERION.**

## **VIII. TERMS AND CONDITIONS OF PARTICIPATION IN THE PROCEDURE AND THE MANNER OF ASSESSING THEIR FULFILLMENT**

The Ordering Party does not set the conditions for participation in the procedure.

Only Contractors who declare that there are no grounds for exclusion from the procedure may apply for the contract.

## **IX. DOCUMENTS AND STATEMENTS TO BE ATTACHED WITH THE TENDER**

The Ordering Party requests that the following **documents** be provided with the tender:

- a. statement of no grounds for exclusion (Appendix 2),
- b. Contractor's statement regarding the fulfilment of information obligations provided for in Article 13 or Article 14 of the GDPR (Appendix 3).

## **X. INFORMATION ON FORMALITIES WHICH SHOULD BE COMPLETED AFTER THE SELECTION OF THE MOST ADVANTAGEOUS TENDER IN ORDER TO EXECUTE THE SUBJECT OF THE CONTRACT**

1. Information on the results of the procedure will be published by the Ordering Party on the website <https://bazakonkurencyjnosci.gov.pl>.
2. The Contractor will be informed by phone or e-mail about the date and place of signing the agreement.
3. If the Contractor whose tender has been selected withdraws from the conclusion of the agreement, the Ordering Party will conclude an agreement with another contractor who obtained the next highest number of points in the contract award procedure.

## **XI. INFORMATION ON THE SCOPE OF EXECUTION OF THE CONTRACTOR**

Entities with personal or capital ties to the Ordering Party are excluded from the procedure. Capital or personal ties are understood as mutual connections between the Ordering Party or persons authorised to incur obligations on behalf of the Ordering Party or persons performing activities related to the preparation and performance of the Contractor selection procedure for the Ordering Party and the Contractor, consisting in particular in:

- 1) participating in the company as a partner in a civil law partnership or a partnership,
- 2) holding at least 10% of shares,
- 3) holding the function of a member of the supervisory or managing body, a commercial proxy or an attorney-in-fact,
- 4) being married, in lineal consanguinity or affinity, second degree consanguinity or collateral line second degree affinity or adoption, care or guardianship.

## **XII. IMPORTANT CHANGES TO THE TERMS OF THE AGREEMENT**

1. The Ordering Party provides for the possibility of amending the provisions of the concluded agreement in relation to the content of the tender, on the basis of which the Contractor was selected, in the case of occurrence of at least one of the circumstances listed below, taking into account the provided conditions of their introduction, i.e.:
  - a. the changes concern the performance of additional deliveries from the previous contractor not

included in the basic contract, provided that they have become necessary and the following conditions have been jointly met:

- a) change of the contractor cannot be made for economic or technical reasons, in particular concerning the interchangeability or interoperability of the services ordered under the basic contract,
  - b) change of the contractor would cause a significant inconvenience or a significant increase of costs for the Ordering Party,
  - c) the value of each subsequent change does not exceed 50% of the contract value originally specified in the agreement,
- b. the amendment does not change the nature of the agreement and all of the following conditions have been met:
- a) the need to amend the agreement is caused by circumstances which the Ordering Party, acting with due diligence, could not foresee,
  - b) the value of the change does not exceed 50% of the contract value originally defined in the agreement,
- c. The Contractor to whom the Ordering Party awarded the contract is to be replaced with the new contractor:
- 1) as a result of the merger, division, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion and this does not entail any other material changes to the agreement,
  - 2) as a result of the Ordering Party taking over the contractor's obligations towards its subcontractors – in the case of a change of the subcontractor, the Ordering Party may conclude an agreement with a new subcontractor without changing the terms of the contract performance, taking into account the payments made for the works performed so far,
- d. the change does not change the nature of the agreement and the total value of the changes is lower than the EU thresholds within the meaning of Article 3 of the Public Procurement Law and at the same time is lower than 10% of the value of the contract originally defined in the agreement,
- e. change in the manner of settling the agreement, making payments or the necessity to change the deadline for the benefit of each Party, at their justified request,
- f. occurrence of force majeure.
2. Any amendments hereto are null and void unless made in writing in the form of an addendum.

### **XIII. BASIC TERMS AND CONDITIONS OF THE PERFORMANCE OF THE AGREEMENT**

The basic terms and conditions of the performance of the agreement are presented in detail in **Appendix 5** attached to the Request for proposal. This scope will be included in the agreement concluded with the contractor.

### **XIV. INFORMATION OBLIGATION:**

1. Pursuant to Article 13 (1) and (2) 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 (General Data Protection Regulation) (OJEU L 119 of 04.05.2016, p. 1), hereinafter referred to as the "GDPR", the Ordering Party informs that it will process personal data obtained during this procedure, in



particular: personal data disclosed in tenders and documents and statements attached to the tender. Moreover, while fulfilling the information obligation, it indicates that:

2. the controller of your personal data is MORAD Sp. z o.o. with its registered office in Kartuzy (83-300 Kartuzy), entered into the Register of Entrepreneurs of the National Court Register [KRS] under KRS number 0000161342, NIP (Tax ID) 589-000-94-27, REGON (Business ID) 008478244 e-mail: [morad@morad.pl](mailto:morad@morad.pl)
3. Your personal data will be processed pursuant to Article 6(1)(c) of the GDPR in order to conduct a procurement procedure for **the implementation of the production of plastic profiles and the delivery of profiles created as part of the implemented production** conducted as part of a request for proposal;
4. The recipients of your personal data will be persons or entities to whom the documentation of the procedure will be made available on the basis of section 6.5.2 item 19 and 20 of the Guidelines on the eligibility of expenses under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for the years 2014–2020 (hereinafter: Guidelines);
5. Your personal data will be stored for the period resulting from the provisions of the project co-financing agreement/decision;
6. Your obligation to provide personal data directly related to you is a requirement resulting from joining the procedure and from the provisions of law, in particular the Guidelines, related to participation in the procurement procedure; the consequence of failure to provide data will be rejection of the Contractor from the procedure;
7. With regard to your personal data, decisions will not be made by automated means, pursuant to Article 22 of the GDPR;
8. You have:
  - b. pursuant to Article 15 of the GDPR, the right to access your personal data;
  - c. pursuant to Article 16 of the GDPR, the right to rectify your personal data;
  - d. pursuant to Article 18 of the GDPR, the right to request the controller to restrict the processing of personal data, subject to the cases referred to in Article 18(2) of the GDPR;
  - e. the right to delete pursuant to Article 17(1) of the GDPR;
  - f. the right to lodge a complaint with the President of the Personal Data Protection Office if you consider that the processing of your personal data violates the provisions of the GDPR;
9. You do not have:
  - a. the right to erase personal data to the extent specified in Article 17(3)(b), (d) or (e) of the GDPR;
  - b. the right to transfer personal data referred to in Article 20 of the GDPR;
  - c. pursuant to Article 21 of the GDPR, the right to object to the processing of personal data, as the legal basis for the processing of your personal data is Article 6(1)(c) of the GDPR.

While entering the procedure, the Contractor is obliged to inform each person whose personal data will be provided in the tender, statements and documents submitted in the procedure in writing. Therefore, the Contractor will submit an appropriate statement in accordance with Appendix 3.

#### XIV. APPENDICES

1. **Appendix 1** – Tender Form.
2. **Appendix 2** – Statement on no grounds for exclusion from the procedure.
3. **Appendix 3** – Contractor's statement regarding the fulfilment of information obligations provided for in Article 13 or Article 14 of the GDPR.
4. **Appendix 4** – Contractor's statement on confidentiality obligation.
5. **Appendix 5** – Significant terms and conditions of performance of the agreement.



## Appendix 1 to the Request for proposal

### TENDER FORM

.....  
Place, date

.....  
Details of the person submitting the tender

.....  
Address

.....  
Contact phone number, e-mail

**MORAD Spółka z ograniczoną odpowiedzialnością  
(limited liability company)  
St. Kościerska 13  
83-300 Kartuzy**

With reference to the request for proposal for implementation of the production of plastic profiles and delivery of profiles produced as part of the implemented production for MORAD Sp. z o.o. with its registered office in Kartuzy for the implementation of the project entitled "Research and development works on the development of an energy-efficient room comfort improvement kit", under Measure 1.1 R&D projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by enterprises of the Smart Growth Operational Programme 2014–2020, co-financed by the European Regional Development Fund, we submit the following tender:

Subject of the contract	Net price	Currency
Implementation of production of plastic profiles		
Supply of profiles in quantities of 1000 meters		
Total net price of the subject of the contract		

1. We declare that we have read the Request for proposal with appendices and do not raise any objections.
2. We declare that we have obtained all necessary information to prepare the tender.
3. We declare that the above price includes the performance of all the Contractor's obligations described in the request for proposal together with appendices.
4. We declare that the offer is valid **until 31 October 2023**.
5. We declare that the documents confirming the authorisation to represent the Ordering Party may be obtained by means of free and public databases at the following Internet address:

☐ \* <https://ems.ms.gov.pl/krs/wyszukiwaniepodmiotu>  
(applies to entities entered in the National Court Register [KRS]),

☐ \* <https://prod.ceidg.gov.pl/ceidg/ceidg.public.ui/Search.aspx>

*(applies to entities entered in the Central Register and Information on Economic Activity [CEIDG])*

☐ \*..... (Please insert relevant Internet address in case of databases other than those indicated above)

*\*please select the option appropriate for the given type of Contractor.*

*\* in the case of representation on the basis of a power of attorney, it must be attached to the tender*

6. **Appendices** to this Tender, constituting its integral part, include:

- 1) **Statement** on no grounds for exclusion from participation in the procedure.
- 2) **Contractor's statement** regarding the fulfilment of information obligations provided for in Article 13 or Article 14 of the GDPR.
- 3) **Power of attorney to represent the Contractor** - if in point 5 the offer form did not provide an internet address where the Ordering Party can obtain using free and publicly available databases, documents confirming the authorization to represent the person who signed the offer.

.....

*(signature and/or stamp of the authorised  
Representative of the Contractor)*

## Appendix 2 to the Request for proposal

**STATEMENT**  
**ON NO GROUND FOREXCLUSION FROM PARTICIPATING IN THE PROCEDURE**

By submitting a tender **for the implementation of the production of plastic profiles and delivery of profiles produced as part of the implemented production for MORAD Sp. z o.o.** for the implementation of the project “Research and development works on the development of an energy-efficient room comfort improvement kit”, as part of Measure 1.1 R&D projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by enterprises of the Smart Growth Operational Programme 2014–2020, co-financed by the European Regional Development Fund, I declare (we declare) **that there are no grounds for excluding me (us) from the contract award procedure** due to personal or capital ties with the Ordering Party, i.e. mutual ties between the Ordering Party and persons authorised to incur obligations on behalf of the Contractor or person performing activities related to conducting the Contractor selection procedure on behalf of the Ordering Party and the Contractor, consisting in particular in:

- 1) participating in the company as a partner in a civil law partnership or a partnership,
- 2) holding at least 10% of shares, unless the lower threshold results from the provisions of law,
- 3) holding the function of a member of the supervisory or managing body, a commercial proxy or an attorney-in-fact,
- 4) being married, in lineal consanguinity or affinity, second degree consanguinity or collateral line second degree affinity or adoption, care or guardianship.

.....  
Place and date

.....  
(signature of the authorised person)

### Appendix 3 to the Request for proposal

*Contractor's statement regarding the fulfilment of information obligations provided for in Article 13 or Article 14 of the GDPR*

**for the implementation of the production of plastic profiles and delivery of profiles produced as part of the implemented production for MORAD Sp. z o.o. with its registered office in Kartuzy** for the implementation of the project "Research and development works on the development of an energy-efficient room comfort improvement kit", within Measure 1.1 R&D Projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by the enterprises of the Smart Growth Operational Programme 2014–2020, co-financed by the European Regional Development Fund.

I declare that I have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR towards natural persons from whom I have obtained personal data directly or indirectly in order to apply for the contract in this procedure.

Place and date	Full name and signature of the Contractor or an authorised representative of the Contractor

**Appendix 4 to the Request for proposal****CONTRACTOR'S STATEMENT ON THE CONFIDENTIALITY  
OBLIGATION**

In connection with the publication of the request for proposal **for implementation of the production of plastic profiles and delivery of profiles produced as part of the implemented production for MORAD Sp. z o.o. with its registered office in Kartuzy** for the implementation of the project "Research and development works on the development of an energy-efficient room comfort improvement kit", under Measure 1.1 R&D projects of enterprises Sub-measure 1.1.1 Industrial research and development works carried out by the companies of the Smart Growth Operational Programme 2014–2020, co-financed from the European Regional Development Fund, and making available additional technical documentation to the contractor, in order to protect the trade secret of the Ordering Party, I undertake to:

- 1) not make the Project documentation available (disclosure, transfer, dissemination) directly or indirectly to any entity, regardless of its legal form,
- 2) use the Documentation only for the purpose of preparing the tender and possible performance of the contract,
- 3) not use (recording, reproducing, developing) the Documentation, for its own benefit or for third parties, against payment or free of charge, as part of legal transactions or otherwise, its part or manner of securing,
- 4) store the Project documentation in accordance with the provisions of law, as well as with due professional care.

E-mail address to which the contract technical specification should be sent:

.....

.....  
(place, date)

.....  
(company stamp and signature of the authorised  
representative of the Tenderer)

## Appendix 5 to the Request for proposal

### SIGNIFICANT TERMS AND CONDITIONS OF THE AGREEMENT

#### 1. Payments:

The Ordering Party provides for partial payments and the final payment after signing the acceptance protocol without reservations by both parties. A detailed schedule of deliveries and partial payments will be agreed with the Contractor at the stage of signing the agreement.

#### 2. Acceptances:

The Ordering Party expects partial and final acceptances. The remuneration will be paid on the basis of a partial or final acceptance report signed by both parties without reservations.

#### 3. Contractual penalties:

- a) In the event of the Contractor's delay in the performance of the agreement, the Ordering Party is entitled to contractual penalties in the amount of:
  - 0.5% of the net contract price for each full week of delay in performance of the agreement exceeding the deadlines specified therein.
  - 0.1% of the net contract price for each day of delay exceeding the deadline set by the Ordering Party for the removal of defects under the warranty or guarantee.
- b) The maximum amount of the contractual penalty imposed on the Contractor may not exceed 5% of the total net value of the contract.
- c) A delay in the performance of the agreement within the deadlines specified in the delivery schedule, amounting to up to 2 (two) weeks, will be free from charging a contractual penalty.

#### 4. Termination of the agreement

The Ordering Party plans to include in the agreement provisions concerning the possibility of terminating the agreement by the Ordering Party in cases of, for example, improper performance of the agreement by the Contractor or delivery of a defective or inconsistent subject of the contract. Detailed terms and conditions of settlement in the event of termination of the agreement will be specified in the agreement between the Ordering Party and the Contractor.