

GENERAL TERMS FOR THE PROVISION OF SERVICES

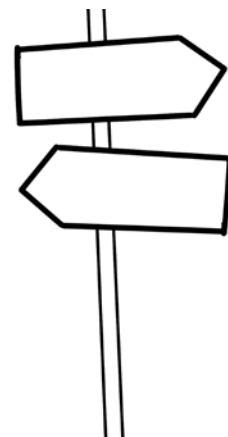


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GENERAL TERMS FOR THE PROVISION OF SERVICES

The General Terms for the Provision of Services (hereinafter: GTPS) constitute key information, rules and provisions for the acceptance and performance of the Offer/Order/Agreement.

Glossary

1. **Testing** – testing carried out by Łukasiewicz – PIT accredited and non-accredited laboratories
2. **Client** – a legal person, an unincorporated organisational unit and a natural person with or without business activity, **appearing in the individual documents as Contracting Party / Buyer / Client.**
- 3.
4. **Łukasiewicz – PIT** – Łukasiewicz Research Network – Poznan Institute of Technology with registered office: ul. Ewarysta Estkowskiego 6, 61-755 Poznań, entered by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Economic Division of the National Court Register into the register of entrepreneurs under the KRS number 0000850093; NIP 7831822694; REGON 386566426, BDO: 000560068 **appearing in individual documents as Contractor/Seller/Łukasiewicz – PIT.**
5. **Client** – a legal person, an unincorporated organisational unit and a natural person with or without business activity, **appearing in the individual documents as Contracting Party / Buyer / Client.**
6. **Due date** – the date on which an amount due for a service rendered or goods produced becomes due.
7. **Products** – movables, goods and services, goods which are the subject of transactions in offers, sales agreements, orders concluded between Łukasiewicz – PIT and the Client.
8. **Offer** – an offer to sell products/provided services made by Łukasiewicz – PIT in writing, signed by document or electronically.
9. **Testing** – testing carried out by Łukasiewicz – PIT accredited and non-accredited laboratories
10. **Order** – an order for the performance of products/services, placed by the Client in writing, delivered in person, by post, courier or by e-mail, signed by the Client by document or electronically.
11. **Agreement** – an agreement in writing, delivered in person, by letter, courier or email, signed by document or electronically.
12. **Confirmation** – the Client's written statement of acceptance of the Offer, made to Łukasiewicz – PIT upon receipt.
13. **The number of days indicated** – in each case means the number of business days.

Applicability

1. These General Terms for the Provision of Services set out the rights and obligations of the parties when submitting an Offer, an Order and concluding Agreements for the sale and delivery of goods and services of which the seller/contractor is:

Łukasiewicz Research Network – Poznan Institute of Technology with registered office in:

ul. Ewarysta Estkowskiego 6, 61-755 Poznań, entered by the District Court Poznań – Nowe Miasto and Wilda in Poznań, VIII Economic Division of the National Court Register into the register of entrepreneurs under the KRS number 0000850093; NIP 7831822694; REGON 386566426, BDO: 000560068.

2. Any terms different from those set out in the GTPS proposed by the Client must always be approved in writing by Łukasiewicz – PIT. Any terms and conditions to the contrary are only binding in relation to the specific Offer/Order/Agreement.
3. In the event of a conflict between the GTPS and the provisions of the Agreement, or the terms and conditions to the contrary, the latter shall prevail, as established for a specific Offer/Order/Agreement. Contractual provisions that have been individually agreed and confirmed in writing take precedence over the provisions of these GTPS to the extent that they contain provisions that differ from these GTPS.
4. All agreements and documents relating to the Offer/Order/Agreement must include the Offer/Order/Agreement number assigned by Łukasiewicz – PIT. This number must be quoted, in particular, in all correspondence, on the Tender/Order/Agreement, invoice, goods out document, acceptance report, etc.
5. Łukasiewicz – PIT shall not be bound by the general terms and conditions of agreements, orders or deliveries or other similar documents used by the Client, even if they have become known to Łukasiewicz – PIT, in particular by virtue of previous events such as enquiries, negotiations, previously concluded Agreements and have not been expressly contested by Łukasiewicz – PIT, as well as when Łukasiewicz – PIT, knowing about the different terms and conditions of sale/provision of services, has decided to make an Offer to the Client without additional reservations.
6. The GTPS are published on the Łukasiewicz – PIT website.

Accredited and non-accredited tests carried out by Łukasiewicz – PIT laboratories

1. Both Client and Łukasiewicz – PIT should appoint test managers responsible for the conduct of the test and coordination of activities.
2. Łukasiewicz – PIT undertakes to carry out the tests within the specified timeframe, provided that a full information requirement and a complete research object are submitted. Łukasiewicz – PIT shall confirm in documentary form the date of receipt of the complete information from the Client. The Client's breach of the agreed deadlines entitles Łukasiewicz – PIT to extend the deadline for completion of the work by the period of delay caused by the Client.
3. In the event of a decision by the Client to suspend or discontinue the work, the Client undertakes to make payment for all completed work and for work started which could not be received as a result of the Client's decision.
4. Remuneration for Łukasiewicz – PIT is payable regardless of test results.
5. Changes to the scope of work, timescales and costs of performance from those set out in the Offer require separate agreement and negotiation.
6. Should any difficulties or obstacles arise, Łukasiewicz – PIT shall immediately inform the Client about the obstacles and agree with the Client on the further procedure to be followed.
7. By placing an Order in accordance with the Offer presented to the Client, the Client is deemed to have accepted all the terms and conditions contained therein and the provisions of these GTPS.
8. The Client has the right to participate as an observer during the performance of the tests. The conditions of participation must be agreed in advance with the contact person on matters of content indicated in the Offer.
9. The results of non-accredited tests not included in the scope of laboratory activities for compliance with PN-EN ISO/IEC 17025:2018-02 shall be presented in a separate test report without the accreditation symbol.
10. Łukasiewicz – PIT provides a complaints procedure on request.
11. Łukasiewicz – PIT shall additionally agree with the Client on the method of collecting the object tested or pay for the disposal of the remaining samples.
12. If the test result obtained by Łukasiewicz – PIT is below the measurement range of the accredited method, and the lower limit of the measurement range of the method is at

the same time the experimentally determined limit of quantification or the limit resulting from the characteristics of the technical capabilities of the measuring instrument used in the test method, the laboratory shall present information about the test result in the test report (the result shall be presented as "below" the method's limit of quantification).

Commercial information

1. The information concerning the goods and services sold by Łukasiewicz – PIT (hereinafter referred to as "Products") presented in catalogues, folders, brochures, etc., as well as placed on the Łukasiewicz – PIT website are of advertising nature only and do not constitute an offer within the meaning of the Civil Code.
2. Any assurances, guaranties, promises and amendments to the Order, Sales Agreement made orally by employees of Łukasiewicz – PIT in connection with the conclusion of the Sales Agreement or the submission of an Offer are not binding on Łukasiewicz – PIT.
3. Łukasiewicz – PIT submits the Offer to the Client in writing (by e-mail, letter or in person).

Payments

1. The Client is obliged to pay the remuneration/price within the due date resulting from the VAT invoice issued by Łukasiewicz – PIT.
2. Łukasiewicz – PIT declares that its bank account indicated on the invoice appears on the 'VAT White List' available on the Polish Ministry of Finance website.
3. Łukasiewicz – PIT sends invoices in electronic form, guaranteeing the authenticity of their origin and the integrity of their content in accordance with applicable legislation.
4. Pursuant to Article 106n of the VAT Act of 11 March 2004, hereinafter referred to as the "Act", the Client agrees to the use, including sending and making available of electronic invoices by Łukasiewicz – PIT. The Client agrees to electronic invoices being sent in PDF format via e-mail from the e-mail address efaktury@notify.pit.lukasiewicz.gov.pl or any other address, provided that the Client is informed of the change of this address in writing. In the case of pro-forma invoices, the shipping address is the address designated by Łukasiewicz – PIT's account manager. The aforementioned invoices shall be sent to the Client's e-mail address indicated in the Order/Agreement or any other e-mail address indicated by the Client in writing. The Client declares that this consent comes into effect as from the effective date of the Agreement.
- 1) The Client undertakes to immediately inform Łukasiewicz – PIT in writing/email of any change in the last e-mail address provided for the delivery of the aforementioned invoices. The Client approves of the Łukasiewicz – PIT not being liable for an ineffective delivery of invoice(s) resulting from the failure to inform the latter of a change in the most recently provided e-mail address for delivery.
- 2) The Client approves of this agreement not excluding the Łukasiewicz – PIT's right to send invoices, correction invoices and duplicate invoices in paper form.
- 3) Łukasiewicz – PIT and the Client are obliged to keep copies of invoices in paper or electronic form until the expiry of the statute of limitations for tax liabilities.
- 4) The due date and form of payment are agreed individually for each Client. In the absence of an agreement on the due date, a deadline of 14 days shall be applied.
- 5) Payment of the remuneration/price is made by transfer to the bank account indicated by Łukasiewicz – PIT on the VAT invoice.
- 6) The date of payment is deemed to be the date on which Łukasiewicz – PIT's bank account is credited.

- 7) The remunerations/prices quoted by Łukasiewicz – PIT are net prices and shall be increased by the value added tax due in the amount and as required by the applicable law.
- 8) During the term of a concluded, binding Order/Agreement, the remuneration/price may change quarterly (but only in the event of an increase) by the consumer price change index announced by the President of the CSO. Each time the remuneration/price is increased in a given quarter by the growth rate published for the previous quarter. The first change shall take place in the calendar quarter following the conclusion of the Order / Agreement for the previous calendar quarter.
- 9) The remunerations/prices quoted by Łukasiewicz – PIT do not take into account any customs duties or other financial burdens imposed on the Products according to the law applicable to the Client's registered office.
- 10) Failure to pay the amount due within the period specified in the invoice shall entitle Łukasiewicz – PIT to discontinue the delivery of Products/performance of the service and to suspend the performance of already accepted Orders/Agreements. Łukasiewicz – PIT may make the performance of a new Order/Agreement placed by a Client who is in arrears with payments or pays invoices untimely, conditional on an advance payment for the new Order/Agreement.
- 11) In the event of a delay in payment of the remuneration/price, Łukasiewicz – PIT may charge statutory interest in commercial transactions for the delay, even if Łukasiewicz – PIT has not suffered any damage and even if the delay is a consequence of circumstances for which the Client is not responsible.
- 12) Every Client has *the right to complain* about a defective Product. Complaints can be submitted via email to: reklamacje@pit.lukasiewicz.gov.pl. The lodging of a complaint does not relieve the Client of the obligation to make payment for the Products by the agreed date.
- 13) Products not collected by the Client, including test samples/machines/other, shall be sent back by Łukasiewicz – PIT, back to the Client's address, at the Client's expense.
- 14) The acceptance of the subject matter of the Offer/Order/Agreement shall be effected through:
 - a) sending the Report / Test Report / Final Document in the form specified in the Offer/Order/Agreement;
 - b) preparation of a GI (Goods Issue) document (confirming the release of the subject matter of the Offer/Order/Agreement);
 - c) signing a handover protocol confirming proper execution and the date of completion of the subject matter of the Offer/Order/Agreement. If the protocol is not signed and no justified and substantiated comments are submitted by the Client within 3 days from the completion of the subject matter of the Offer/Order/Agreement, the Contractor reserves the right to consider the handover protocol as unilaterally signed. The handover protocol shall constitute the basis for issuing an invoice.

Liability and force majeure

1. Łukasiewicz – PIT shall be liable for non-performance or improper performance of the Order/Agreement and for other reasons under the terms of the law, including in particular the Civil Code:
 - a) up to the full amount of the damage – in the event of wilful misconduct,
 - b) up to the amount of the contractual remuneration to which Łukasiewicz – PIT is entitled in the event of negligent fault.
2. Łukasiewicz – PIT shall not be held liable for any damage resulting from improper selection of the Products, their improper use or use contrary to their intended purpose,

- as well as any damage whose occurrence or extent was influenced by the condition and properties of the infrastructure within which the Products are to be used, including in particular those elements thereof with which the Products are to be connected.
3. Neither Party shall be liable for damages consisting in the loss of benefits which the other Party would have obtained if the damage had not been caused.
 4. The parties shall be liable under the terms of these GTPS in the event of damage from other causes.
 5. The Client shall be liable for the applicability and effects of the use of the Products provided by Łukasiewicz – PIT in the Client's specific design solutions, even if Łukasiewicz – PIT was involved as an advisor or consultant in the preparation of the Client's design and final product.
 6. Łukasiewicz – PIT shall not be liable to the Client for defects in goods made by the Client using Products supplied by Łukasiewicz – PIT.
 7. Łukasiewicz – PIT and the Client shall not be liable for damages resulting from non-performance or improper performance of the Order/Agreement in the event that such non-performance or improper performance is a consequence of circumstances that the Parties could not have foreseen or prevented when exercising due diligence (hereinafter: "Force Majeure"). Force Majeure events include, in particular, wars, revolutions, fires, floods, epidemics, transport embargoes, declared general strikes in the industries concerned.
 8. Łukasiewicz – PIT may invoke Force Majeure, provided that it notifies the Client of the occurring event, indicating at the same time to what extent the Force Majeure makes it impossible to perform or correctly perform the contractual obligations.
 9. In the event that the performance of the subject of the Order/Agreement may be limited due to Force Majeure circumstances, the Parties shall notify each other in writing and enter into discussions in order to determine mutual measures for the performance of the subject of the Order/Agreement.

Processing of personal data GDPR

1. Łukasiewicz – PIT is the data controller, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as "GDPR", of the personal data of the persons representing the Client and of the persons responsible for the performance of the Agreement on the part of the Client. The personal data of the persons referred to in the first sentence shall be processed by Łukasiewicz – PIT on the basis of Article 6(1)(c) and (f) GDPR only for the purpose and to the extent related to the Order/Agreement in question in the case of a Client who is not a natural person. In the case of a Client who is a natural person, the personal data of the persons referred to in the first sentence shall be processed by Łukasiewicz – PIT on the basis of Article 6(1)(b) and (f) GDPR only for the purpose and to the extent related to the Order/Agreement in question.
2. The Client undertakes, on behalf of Łukasiewicz – PIT, to fulfil the information obligation towards the persons indicated in sec. 1.
3. The Łukasiewicz – PIT information clause can be found at: <https://pit.lukasiewicz.gov.pl/en/personal-data-protection/>.
4. By accepting these GTPS, the Client agrees to the processing of his/her personal data by Łukasiewicz – PIT and entities acting on its behalf at home and abroad, in connection with the performance of the Orders/Agreements.

Intellectual property rights

1. Should any work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights be created as a result of the Order/Agreement execution, Łukasiewicz – PIT shall sign a separate agreement with the Client that will define, in particular, the fields of exploitation and the value of rights to the created works, unless the provisions of the Order/Agreement stipulate otherwise.
2. The intellectual property rights to know-how (including all solutions, methods and methodologies used by Łukasiewicz – PIT in the performance of the Order/Agreement) shall remain the property of Łukasiewicz – PIT at all times, and the Client shall not acquire any rights to Łukasiewicz – PIT's know-how under the Order/Agreement.

Confidentiality clause

1. Łukasiewicz – PIT and the Client undertake to keep confidential any and all information concerning directly or indirectly the other Party's enterprise, the possession of which comes into its possession in connection with the performance of the Order/Agreement, in particular:
 - a) to keep secret information constituting a business secret within the meaning of Article 11(2) of the Act of 16 April 1993. on Combating Unfair Competition;
 - b) not to copy, reproduce or in any way distribute information received from the other Party, except as specified in the Order/Agreement, or when it is necessary to perform the subject of the Order/Agreement or to protect the legitimate interests of Łukasiewicz – PIT or the Client;
 - c) comply with applicable data protection legislation.
2. Łukasiewicz – PIT and the Client are responsible for maintaining confidentiality, by all persons used in the performance of the subject of the Order/Agreement.
3. Łukasiewicz – PIT and the Client are exempt from the obligation of secrecy and confidentiality if the information on which such obligation existed:
 - a) on the date of their disclosure were generally known without the Parties' faulty contribution to their disclosure;
 - b) must be disclosed in accordance with the law or the decisions of courts or authorised state bodies;
 - c) must be disclosed in order to fulfil the subject of the Order/Agreement or to protect the legitimate interests of Łukasiewicz – PIT or the Client.

Reference provisions

1. Once the Order/Agreement has been concluded, Łukasiewicz – PIT is entitled to inform third parties of the fact that the Order/Agreement has been concluded and of its subject, which does not constitute confidential information.
2. After the performance of the subject of the Order/Agreement, Łukasiewicz – PIT may undertake promotional activities in respect of the subject of the Order/Agreement with consent, by:
 - a) use, by Łukasiewicz – PIT of the logo and information about the cooperation for information and promotion purposes;
 - b) issuing named letters of reference for Łukasiewicz – PIT;
 - c) publishing authorised description in the press or other publications;
 - d) other forms of cooperation.

Final Provisions

1. Łukasiewicz – PIT shall exercise due diligence to the best of its knowledge and experience in performing the Order/Agreement.
2. This Agreement shall be governed by the Polish law.
3. For Offers/Orders/Agreements drawn up in a language other than Polish, in the event of a discrepancy between the two language versions, the Polish version shall prevail.
4. Any disputes that may arise in the course of performance of the Order/Agreement shall be settled first and foremost by agreement of the Parties, and as a last resort by the common court having jurisdiction over the registered office of Łukasiewicz – PIT.
5. The invalidity or ineffectiveness of some of the provisions of these GTPS shall not affect the validity or effectiveness of the remaining provisions.
6. The Client is obligated to know the regulations regarding tax scheme reporting, in particular Articles 86a-86o of the Tax Ordinance.
7. In matters not regulated in the GTPS, the generally applicable provisions of Polish law shall apply, including but not limited to:
 - a) The Act of 4 February 1994 on copyright and related rights;
 - b) The Act of 30 June 2000 – Industrial Property Law;
 - c) The Civil Code Act of 23 April 1964;
 - d) The Act of 21 February 2019 on Łukasiewicz Research Network;
 - e) 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, Official Journal of the European Union L 119/1) – Law of 10 May 2018 on the protection of personal data;
 - f) Act of 16 April 1993 on combating unfair competition.
8. Łukasiewicz – PIT declares that it does not cooperate with the representatives of the ruling regime in the Russian Federation or the Republic of Belarus, in particular with the representatives of the authorities of these countries, as well as with leading entrepreneurs subject to current sanctions, including EU sanctions, as published in the Official Journal of the European Union ("Regime Representatives"), and does not conduct business activities, primarily broadly construed bilateral trade with entities controlled by Regime Representatives.
9. Łukasiewicz Research Network – Poznan Institute of Technology declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions (i.e. Journal of Laws of 2023, item 1790, as amended).