

**GENERAL TERMS OF DELIVERY AND INSTALLATION OF THE PROCESS
LINES, MACHINES AND TECHNICAL EQUIPMENT
INSTEEL SP. Z O.O.**

OF 30/11/2022

§ 1. GENERAL PROVISIONS

1. The general terms and conditions of delivery and assembly of process lines, machines and technical equipment, referred to here as GTD, apply to all Contracts concluded by INSTEEL Sp. z o. o. with its registered office in Mikołów after the date of setting the GDT, also if in individual cases the GDT was not referred to clearly and unambiguously.
2. Any changes or deviations from the GDT require a written form under pain of nullity.
3. The terms used in the further part of the GDT mean:
 - 1) **Contractor** – INSTEEL Sp. z o. o. with its registered office in Mikołów (43-190) at ul. Żwirki i Wigury 6, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register under KRS number: 0000931220, NIP: 7941832009.
 - 2) **Employer** – the counterpart of the Contractor, being the other party to the Contract.
 - 3) **Parties** – jointly the Contractor and the Employer.
 - 4) **Contract** – a written contract concluded between the Parties together with all appendices and annexes.
 - 5) **Contract price** – the price agreed by the Parties to be paid for the Subject Matter of the Contract. If not stated otherwise, it is assumed that this is a net price.
 - 6) **Gross negligence** – an act or omission for which the party concerned failed to show either elementary (minimum) commercial diligence concerning the occurrence of serious consequences that the responsible party with basic/minimal diligence could have foreseen, or for which the given party knowingly omitted the consequences of such action or omission.
 - 7) **Written** – through a letter signed by both Parties or in the form of a letter, e-mail or in another form agreed by the Parties, subject to the principle of proper representation of the Parties.
 - 8) **Subject Matter of the Contract/Work** – depending on the context, it may refer to each process line, machine, equipment, materials and items, as well as services (e.g. assembly at the installation site and other works) that the Contractor should provide following the Contract and this obligation should clearly result from the content of the Contract. If the Contract provides for the acceptance of the Work in several stages, which are intended for independent use, these conditions should be applied separately for each stage. The term "Work" refers accordingly to each given section of the process.
 - 9) **Place of Delivery/Installation Site** – depending on the context, the place where the Subject of the Contract is to be delivered and installed. This place also includes adjacent areas that

are necessary for unloading, storage and internal transport of the Subject of the Contract and assembly tooling, including the necessary utilities.

10) Additional work – any services provided by the Contractor that go beyond the agreed scope of the Subject of the Contract, including the changes indicated in § 8 GTD (General Terms of Delivery).

4. If the Parties remain in permanent commercial relations, a single acceptance of the GTD by the Employer shall be deemed acceptance of the GTD for all Contracts concluded between the Parties, until the content of the GTD is changed or their application is revoked.
5. General product documentation and price lists stored in electronic or other forms contain data and information binding only if the content of the Contract contains a clear reference to them and an indication of their validity for the business relationship. In no other case can such information be considered a binding offer of the Contractor.

§ 2. DECLARATIONS OF THE PARTIES

1. The Contractor declares that:

- 1) They have the appropriate professional qualifications, tools and technical facilities necessary for the proper implementation of the Subject of the Contract.
- 2) They are financially capable of implementing the Subject of the Contract, in particular, there are no bankruptcy proceedings against them, they have not filed for bankruptcy or restructuring proceedings, and there are no legal or factual circumstances against them that could have a negative impact on the performance of the obligations assumed in the Contract.
- 3) They will perform the Work in accordance with the essential requirements set out in Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, amending Directive 95/16/EC (recast) (Official Journal of EU Laws of 2006, no. 157, p. 24, as amended) and the Regulation of the Minister of Economics of 21 October 2008 on the essential requirements for machines (Official Journal of EU no. 199, Item 1228, as amended).

2. The Employer declares that:

- 1) They accept that the Subject of the Contract may also be performed by the Contractor's subcontractor, with the proviso that the Contractor is liable for the subcontractor's acts or omissions and for their own acts and omissions.
- 2) They consent to the use of information about the implemented Subject Matter of the Contract for the Contractor's marketing and advertising purposes. The consent includes in particular the Contractor's right to prepare photographic and video documentation, but also the publication of the documentation on the Contractor's website and in information and marketing materials.
- 3) They will obtain all approvals, permits or expert opinions of competent public administration bodies indicated in the Contract, necessary for the construction and use of the Work.

- 4) Immediately after signing the Contract by the Parties, without prior request, they will provide the Contractor with all necessary approvals, permits, opinions of competent public administration bodies, legal acts and any other documents necessary for the construction.
3. The Parties declare that they undertake to collaborate in the implementation of the Contract. At the same time, the Parties undertake to inform each other of any circumstances that may affect the date of completion of the works.

§ 3. TECHNICAL DOCUMENTATION AND COPYRIGHT

1. If one of the Parties submits drawings and technical documents related to the Work to the other Party before or after the conclusion of the Contract, they shall remain the property of the Party that provided them. The Contractor has the right to use the drawings and other documents received from the Employer without having to pay additional remuneration on this account.
2. If the Employer receives technical documentation of the Work from the Contractor, they may use it without the Contractor's consent only for the purpose clearly specified in the content of the Contract concluded between the Parties. Without the prior written consent of the Contractor, the documentation shall not be used for other purposes, copied, transferred, reproduced or passed to third parties.
3. The proprietary copyrights to the documentation and individual documents prepared by or on behalf of the Contractor shall remain the exclusive property of the Contractor.
4. The Contractor shall provide the Employer, at the latest upon acceptance of the Work and payment of the entire remuneration agreed by the Parties, the necessary technical documentation of the Work, which will enable the Employer to commission, use and maintain the Work.

§ 4. TESTS BEFORE SHIPPING

1. The parties to the Contract shall specify in detail the technical requirements of the Work.
2. Acceptance tests of the Work before shipment to the Installation Site, as agreed in the Contract, shall be performed at the production site (Contractor's plant) during its normal working hours.
3. If the Contract does not contain the provisions indicated in Section 2, the generally accepted practice in a given industry in the country of production (Poland), as well as the existing standards from the competent administration authorities shall apply for conducting the tests. The Contractor must notify the Employer in writing about these tests in advance (min. 3 working days before the date of the examination) so that they can be represented during the examination.
4. The Employer shall receive a protocol from the conducted tests. If the properly informed Employer (person/persons authorised by him) is not present at the tests, the Contractor shall immediately provide him with the test report, the correctness of which the Employer shall not question.
5. If during the tests it turns out that the Work is inconsistent with the Contract, the Contractor shall, without undue delay, remove the defects found so as to restore the Work to a condition that is compliant with the Contract requirements.
6. The Employer may request the repetition of the tests referred to in Section 2 only in the case of significant defects.
7. The Employer shall cover all the costs of the tests, including travel and subsistence costs, incurred in connection with the performance of the test.

§ 5. PRELIMINARY WORK AND WORKING CONDITIONS

1. If the Employer needs to adapt the Installation Site for the installation and subsequent use of the Work, e.g. construct appropriate foundations, services connections, referred to here as preliminary works, the Contractor shall, at his written request, without undue delay provides him with the necessary technical documentation regarding the Work, i.e. drawings and instructions.
2. The Contractor, at the written request of the Employer, will bear the costs of necessary actions, the performance of which will be necessary in connection with defective or incomplete drawings or instructions provided to the Employer in accordance with Section 1; however, only if the irregularities result from the sole fault of the Contractor, and the defectiveness or incompleteness of the submitted documentation is detected within the time limit indicated in § 15, Section 1 or will be notified of them within this period.
3. The Employer must perform the preliminary works in accordance with the documentation provided by the Contractor if such documentation has been submitted pursuant to Section 1. Preliminary works should be completed early enough, but not later than 14 working days before the commencement of work by the Contractor on the Installation Site.
4. Failure to perform or improper performance of the preliminary works justifies postponing the installation date by the Contractor until the preliminary works are properly executed.
5. The Employer shall make available to the Contractor and its employees, in advance, the Installation Site and all equipment necessary to perform the Work and shall ensure that all conditions necessary for the installation and impeccable operation of the Work are met. This does not apply to the works that the Contractor shall perform under the Contract.
6. The Employer guarantees that the elements of buildings and structures (including foundations) will be adapted to the assembly and subsequent operation of the Work.
7. The Employer shall guarantee that the access roads to the Installation Site are suitable for the necessary transport of the Work and all the Contractor's equipment necessary for the installation.
8. If the Employer is responsible for transporting the Work to the Installation Site, they shall ensure that the Work arrives at the Installation Site undamaged, at the appropriate time indicated in the Contract, and that the unloading is carried out with due care, in accordance with the guidelines and under the supervision of the Contractor.
9. The Contractor shall inform the Employer in writing, at least one month before the start of the assembly, what equipment and tools will be required at the Installation Site.

§ 6. OBLIGATIONS OF THE EMPLOYER

1. The Employer undertakes to:
 - 1) Allow the Contractor's employees to start assembly in accordance with the schedule agreed by the Parties and to perform all works between 06:00 and 22:00. If the Contractor deems it necessary, the works may be performed outside these hours; however, the Employer should be notified of this in writing at least 3 days before their commencement.

- 2) No later than 7 working days before the date of the installation of the Work, submit all necessary documentation concerning the HSE regulations and requirements at the Installation Site.
 - 3) Undertake at the Installation Site, before the installation commencement, all necessary actions in order to ensure proper safety and protection of the Contractor's employees, and to maintain the highest possible level of safety throughout the entire installation.
 - 4) Provide the Contractor's Employees with free access to rest and refreshment facilities and sanitary facilities.
 - 5) Provide free and safe storage (due protection against theft and deterioration) of the Work components (before and during their installation), the Contractor's tools used for assembly, and all equipment and personal belongings of the Contractor's employees.
 - 6) Make available to the Contractor, free of charge and on time, in accordance with the agreed schedule, all necessary utilities and equipment, such as cranes, lifts, other means of transport, additional equipment, machines, auxiliary materials, raw materials and utilities (including petrol, oils, lubricants and other consumables, gas, water electricity, steam, compressed air, heating, lighting, etc.) and any measurement and control units of the Employer available at the Installation Site.
2. The Contractor shall not carry out the assembly in an environment that is inconsistent with the guidelines and requirements regarding HSE, including in any way threatening the health and life of the employees.
 3. If during the assembly there is a hazard referred to in Paragraph 2, the Contractor has the right to interrupt the assembly and call on the Employer to immediately remove the threat. Once the hazard is removed, the Contractor shall immediately continue the assembly.

§ 7. FAILURE TO PERFORM OBLIGATIONS BY THE EMPLOYER

1. If the Employer anticipates that they will not be able to perform their GTD obligations on time, the Employer should immediately notify the Contractor of this in writing, giving the reason and the date by which the Employer will be able to fulfil their obligations.
2. If the Employer fails to perform its obligations properly and in accordance with the deadline:
 - 1) the Contractor may, at his own discretion, fulfil the obligations of the Employer on his own or have them performed at the cost and risk of the Employer to a third party or take other actions necessary under the given circumstances to prevent or limit the negative effects of the Employer's failure to fulfil his obligations;
 - 2) the Contractor may, without exposing himself to liability for damages, wholly or partially cease to perform the Contract obligations until the proper performance of the obligations by the Employer; the Contractor should immediately inform the Employer in writing about the cessation.
 - 3) If the Work is not located directly at the Installation Site, the Contractor shall, at the Employer's risk, ensure that the Work is stored both for the time of proper performance of the obligations by the Employer and for the time of installation. At the request of the Employer, the Contractor shall insure the Work. The costs of insurance shall be borne by the Employer.

- 4) If the performance of the Contract is delayed due to the Employer's failure to fulfil its obligations, the Employer shall pay the Contractor the part of the Contract Price which would have been payable had the delay not occurred.
- 5) The Employer shall reimburse the Contractor for all necessary costs incurred by the Contractor as a result of the failure to perform the Contract by the Employer.
3. If the completion of the Work is impossible due to the Employer's failure to fulfil their obligations in accordance with § 7, subject to § 18, the Contractor shall be entitled to compensation for the damage they suffered due to the Employer's failure to fulfil their obligations. The Contractor, while marking the appropriate deadline, may call on the Employer to pay. This compensation may exceed the amount of the Contract Price.
4. The ineffective expiry of the period referred to in Section 3 means that the Contractor is entitled to withdraw from the Contract in writing.

§ 8. MAKING CHANGES TO THE WORK

1. Subject to Section 7, the Employer, until the acceptance of the Work, is entitled to request changes to the design and construction of the Work.
2. A precisely defined change request must be submitted to the Contractor in writing.
3. Any changes proposed by the Employer after the period of 30 days from the date of signing the Contract will be treated as Additional Work.
4. The Contractor may ask the Employer to introduce changes to the design in writing, indicating at the same time the legitimacy of such a change, changes in the Contract Price resulting from the change, the date of completion of works and other significant provisions of the Contract.
5. After receiving the request for changes, after analysing its scope and impact on the Work, the Contractor shall, without undue delay, inform the Employer in writing whether the requested change can be made and how the deadline for completing the works and other significant provisions of the Contract will be affected.
6. If the completion of the Work is delayed due to a lack of agreement between the Contractor and the Employer regarding the effects of the changes, the Employer is obliged to pay the Contractor the part of the Contract Price that would have been payable had such a delay not occurred.
7. The Contractor is not obliged to make changes to the design until the Parties finally agree on the impact of these changes on the Contract Price, the Work completion date or other material conditions of the Contract.

§ 9. TRANSFER OF RISK

1. The risk of loss or damage to the Work is transferred to the Employer in accordance with the agreed commercial clause, which should be interpreted in accordance with the INCOTERMS applicable at the time of conclusion of the Contract.
2. In the absence of a different delivery clause in the Contract, the Work shall be delivered "ex works" (EXW) to the Contractor's site.
3. Any kind of risk or loss or damage to the Work that does not fall under Section 1 is transferred upon the acceptance of the Work to the Employer.

4. Once the risk is transferred, the Employer bears the risk for any type of loss or damage to the Work, unless such loss or damage is the result of a deliberate act of the Contractor.

§ 10. ACCEPTANCE TESTS

1. Upon completion of assembly, in the absence of other provisions, acceptance tests should be performed to determine whether the Work complies with the Contract regarding acceptance.
2. Immediately after the moment the Contractor informs the Employer about the readiness for acceptance of the Work, the Parties shall set a date for performing the acceptance tests. The date must not be later than 3 working days from the date of notification of readiness for acceptance and should be the same as the date indicated in the Contract.
3. The Employer should designate persons who will represent him during the tests, subject to Section 9.
4. The Contractor shall inform the Employer before the date of acceptance tests about the need to provide him with employees, energy, lubricants, water, fuel, and all other consumables necessary to carry out the tests, and above all, input raw materials for tests in the amount necessary for effective execution of the tests.
5. The Employer shall bear all the costs of acceptance tests, including the costs of provisions, referred to in Section 4. The Contractor shall bear the costs of participation of his employees and other representatives in the acceptance tests.
6. If the Employer, despite being informed in accordance with Section 2, fails to meet his obligations or otherwise prevents or significantly impedes the performance of acceptance tests, the tests shall be deemed completed with a positive result from the date specified as the date of acceptance tests in the Contractor's information.
7. The acceptance tests should be carried out during normal working hours, i.e. from 07:00 to 15:00. If the Contract does not contain any provisions regarding technical requirements, then the generally accepted practice in a given industry in the country of manufacture (Poland) shall apply.
8. The contractor shall prepare the acceptance tests report. This report shall be immediately submitted to the Employer.
9. If the Employer is not represented during the acceptance tests, then after receiving the test report, they shall not question its correctness.
10. If during the tests it turns out that the Work is inconsistent with the Contract, the Contractor shall rectify the snags found without undue delay, so as to restore the Work to a condition that is compliant with the Contract.
11. The contracting authority may request the repetition of the tests referred to in Section 10 only in the case of significant defects.

§ 11. ACCEPTANCE OF THE WORK

1. The Work is considered accepted:

- 1) When the acceptance tests ended with a positive result or were considered to be completed with positive results in accordance with § 10, Section 9.
 - 2) If the Employer has received written information from the Contractor that the Work has been completed, provided that it complies with the contractual provisions regarding acceptance. However, this rule applies only in cases where the Parties have not agreed to perform acceptance tests.
 - 3) If, before the date of acceptance tests, the Employer uses the Work or its part without the prior written consent of the Contractor. The work is deemed to have been accepted on the date of commencement of such use. The Contractor is then no longer obliged to carry out acceptance tests.
2. Defects that do not adversely affect the efficiency of the Work and its functionality (irrelevant defects) may not constitute a reason for refusing acceptance by the Employer.
 3. The work received in accordance with Section 1 is considered complete - from that date the period described in § 15, Section 1 shall be counted.
 4. At the written request of the Contractor, the Employer shall issue a certificate of the date of acceptance of the Work. However, if the Employer fails to issue such a certificate, this shall not adversely affect acceptance in accordance with Section 3.

§ 12. COMPLETION OF WORKS, CONTRACTUAL PENALTIES

1. If instead of the date of completion of the works, the Parties have agreed on a period when the Work should be accepted, this period begins with the conclusion of the Contract, the completion of all official procedures, the execution of all payments due at the time of signing the Contract, or the payment of the agreed securities and the fulfilment of all further prerequisites.
2. If the Contractor anticipates that they will not be able to meet their obligations within the period stated in the Contract, they should immediately notify the Employer in writing, stating the reason and, if possible, the expected date on which they will be able to fulfil their obligations. If the Contractor fails to notify the Employer as described above, the Employer is entitled to demand reimbursement of the costs incurred in relation to the Contractor's delay.
3. If the Contractor's failure to perform the obligation is due to the fault of an entity other than the Contractor (not the Contractor's fault), then the lack of notification may not result in charging the Contractor with the costs related to this delay.
4. The Contractor has the right to extend the deadline for completing the Work if the delay is related to:
 - 1) Circumstances attributed to force majeure - § 18.
 - 2) Changes in accordance with § 7.
 - 3) Cessation of proper and timely performance of the Contract by the Employer.
 - 4) Acts or omissions by the Employer.
5. The contractor has the right to extend the deadline more than once, depending on the circumstances. This provision shall be applied regardless of whether the reason for the delay occurs before or after the agreed date of completion of the Work.
6. The Contractor's delay is when the Work is not completed within the completion date provided in the Contract, subject to Sections 3 and 4.

7. When the delay of the Contractor indicated in Section 5 happens, the Employer is entitled to charge the Contractor with a contractual penalty calculated until the date of completion of the Work. Its amount is set at the level of 0.1% of the Contract Price of the defective Work for each full week of the delay. The amount of the contractual penalty must not exceed 5% of the Contract Price value related to the delay.
8. If the delay concerns only a part of the Work, the amount of the contractual penalty is calculated based on the part of the Contract Price that corresponds to the part of the Work that cannot be used for its intended purpose because of the delay.
9. The Employer may claim a contractual penalty, but not before the completion of the Work. For this purpose, it is necessary to call on the Contractor in writing to pay the contractual penalty.
10. The Employer loses their right to receive the contractual penalty if they do not claim it within six months from the date on which the Work should have been completed.
11. If the Contractor's delay is so significant that the Employer may demand the maximum contractual penalty as defined in Section 7, and the Work is not yet completed, the Employer may set in writing the final deadline for the Contractor for Completion of the Work, at least 30 working days.
12. If the Contractor fails to complete the Work within the time limit set in Section 11, and the Employer is not responsible for the failure, the Employer may withdraw from the Contract in writing in respect of the part of the Work that cannot be used as intended due to the Contractor's delay.
13. If the Employer withdraws from the Contract according to Section 12, they have the right to demand compensation for the damage caused to them in connection with the Contractor's delay. The total amount of such compensation, including the contractual penalty, should not exceed 10% of that part of the Gross Contract Price which corresponds to the part of the Contract for which the Contract was terminated.
14. The Employer is also entitled to terminate the Contract by a written notification submitted to the Contractor if the circumstances clearly show that the completion of the work will be extended for such a period that the Employer would be entitled to the maximum rate of compensation in accordance with Section 7.
15. The Contractor's total liability for non-performance or improper performance of the Work, as well as tort liability, in relation to one and all events, is limited to 100% of the Contract Price.
16. In each case, the Contractor is liable only for actual damage, excluding lost profits and consequential losses.
17. In any case, the Contractor is liable only for losses caused by wilful misconduct or gross negligence.
18. The above limitations of liability apply to both damage caused directly by the Contractor and damage caused by third parties, for which the Contractor is liable in accordance with applicable law.

§ 13. PAYMENTS

1. In the absence of other provisions, the payment of remuneration (Contract Price) due to the Contractor should be made as follows:
 - 1) 30% of the agreed Contract Price upon signing the Contract;
 - 2) 10% of the agreed Contract Price after acceptance of the documentation by the Employer;
 - 3) 50% of the agreed Contract Price after acceptance tests, or when the Contractor submits a statement to the Employer about readiness to ship the Work or its significant part from his plant;
 - 4) 10% of the agreed Contract Price after final acceptance of the Work.

2. In the event of Additional Works, if the works are not paid with a lump sum, the remuneration due to the Contractor shall be calculated as follows:
 - 1) All travel costs incurred by the Contractor for his employees and the costs of transporting their tools and personal luggage to the extent applicable in accordance with the type and class of means of transport agreed in the contract.
 - 2) A lump sum for additional expenses incurred by employees in connection with their staying outside the place of residence, together with an appropriate allowance for each day the Contractor's employees are away from their place of residence, including days off and holidays.
 - 3) Working time, settled in accordance with the hours that the Employer confirmed with his signature on the relevant confirmations of hours as time worked, or when the working time confirmation documents were submitted to the Employer and the Employer did not request their correction within 3 working days from the date of their receipt.
 - 4) The time needed for:
 - a) preparation and completion of formalities related to arrival and return;
 - b) arrival and return and other travel to which employees are entitled under applicable law, applicable provisions or Contracts, and collective Contracts in the contractor's country;
 - c) daily commuting to and from the place of accommodation to the place of assembly, if there is more than half an hour of normal driving and there is no other suitable accommodation close to the place of installation;
 - d) periods between working times in which work cannot be continued due to circumstances for which the Contractor is not responsible under the contract; all of these situations are subject to the rates set out in Section 3.
 - 5) Following the Contract, the Contractor's expenses for the provision of equipment and also fees for the use of his heavy tools;
 - 6) taxes and levies paid by the Contractor in the country where the works are performed, as per the invoice amount.
3. In the case of installation at a lump sum price, the agreed price includes the items listed in Section 2, Points 1-5.
4. If the reason for the delay in installation is attributable to the Employer or his contractual partners, the Employer shall cover for the Contractor:
 - 1) costs of waiting periods and additional travel times;
 - 2) costs and additional labour due to the delay, including dismantling, securing and setting up installation equipment;
 - 3) additional costs, in particular, costs incurred by the Contractor because his equipment had to remain at the installation site longer than expected;
 - 4) additional costs incurred by the Contractor for employees residing outside the place of residence and travel costs of the assembly employees;
 - 5) additional financing and insurance costs;
 - 6) other costs incurred by the Contractor due to deviations from the installation schedule.
5. The payment is deemed to have been made on the date the Contractor's bank account is credited.
6. If the Employer is in arrears with payments, the Contractor may demand interest for the delay in commercial transactions from the date of payment due to the actual date of payment.

7. In the event of a delay in payment of at least 14 days, the Contractor may, after notifying the Employer in writing, cease to perform its contractual obligations until receipt of the due payment. The Contractor's conduct in such a case shall not result in any negative consequences for him, in particular, it does not entitle the Employer to charge the Contractor with any contractual penalties.
8. If the Employer is in arrears with its payments due for more than 3 months, the Contractor shall call the Employer for payment and set a 7-day deadline for payment and, after its ineffective expiry, they may terminate the Contract in writing with immediate effect.
9. The Contractor has the right to pursue claims for damage exceeding the amount of contractual penalties.
10. Termination of the Contract does not result in the Contractor losing the right to claim contractual penalties.

§ 14. RESPONSIBILITY FOR DAMAGE BEFORE ACCEPTANCE

1. The Contractor shall be liable for damage to the Work that occurred before the risk passed to the Employer unless the damage was caused by the Employer itself or a third party for which the Employer is responsible.
2. At the written request of the Employer, the Contractor may, at the expense of the Employer, remove damage to the Work caused by the fault of the Employer or a third party for which the Employer is responsible.

§ 15. LIABILITY FOR DEFECTS

1. Subject to the following paragraphs, the Contractor is obliged to remove the defect or snags related to a defect in construction or workmanship.
2. The Contractor's liability is limited to defects in the Work that, subject to § 12, occurred within one year from the completion of the Work.
3. If the completion of the Work is delayed and the delay is attributable to the Contractor, the Contractor's liability for damage, except for the case provided for in Section 4, ends no later than 18 months from the date of delivery of the Work or readiness for its delivery. If parties other than the Contractor provide components for the Work, these parties are responsible for the components.
4. The Employer should immediately and in writing submit a complaint to the Contractor if a defect is found. Such complaints should in any case be made no later than 24 hours from the moment the defect is found. The defect should be described in detail in the submitted complaint. If the defect is not reported by the Employer within the time limit set at this point, they lose the right to remove the defect. If a defect could cause damage, the Employer shall immediately notify the Contractor in writing. The Employer bears the risk of damage resulting from the failure to send the information.
5. From the moment of detecting the defect, until its removal, the Employer must not use the Work. However, if they use the Work, they bear sole responsibility for the increase in the defect or the appearance of new ones.
6. After receiving the complaint, the Contractor should remove the defect, provided that the defect is attributable to the Contractor.
7. If possible, the Contractor shall remove the defect at the Installation Site.
8. If the works related to the removal of the defect are carried out at the Installation Site, § 6 and § 14 shall apply. The repair time each time shall be extended by the time necessary for the delivery of spare parts

supplied by the Contractor's counterparties. The Contractor is not responsible for delays resulting from the delivery of parts.

9. The Contractor is obliged to disassemble and reassemble the components of the Work, if necessary. If specialist skills are not required, the Contractor's liability for the defect ends upon delivery of the properly repaired or replaced part to the Employer.
10. If the Employer, in accordance with Section 4, has reported a defect and it cannot be unequivocally stated that it is attributable to the Contractor, the Employer shall be obliged to cover the Contractor's costs related to the removal of this defect.
11. The Employer, in consultation with the Contractor, should remove and reinstall the workshop equipment units that do not constitute part of the Work and hinder access for the Contractor's representatives to properly remove the defect.
12. Unless otherwise stated, the necessary transport of the Work and/or its part to and from the Contractor in connection with the removal of defects for which it is responsible shall be provided at the risk and expense of the Contractor. In the case of such transport, the Employer shall undertake to comply with the Contractor's instructions.
13. During the warranty period, upon replacement of the defective parts of the Work with functional ones, the defective parts of the Work become the property of the Contractor and remain at his sole disposal. The full warranty period applies to all new parts installed by the Contractor.
14. If the Contractor fails to remove the defects within the specified period, the Employer may set the Contractor in writing a final deadline, not shorter than 30 working days, within which the Contractor should remove the defects. If despite the expiry of the deadline, the Contractor does not remove the defects, the Employer may carry out the necessary repairs himself or have them performed by third parties at the Contractor's cost and risk.
15. If the Employer or a third party carries out a successful repair, then any claims of the Employer on this defect in relation to the Contractor shall be satisfied together with the reimbursement of justified costs incurred by the Employer.
16. If the repair referred to in Sections 14 and 15 is unsuccessful then:
 - 1) The Employer may demand a reduction of the Contract Price corresponding to the reduced value of the Work, but the reduction may in no case exceed 10% of the Contract Price.
 - 2) If the defect is so significant that the Work is unusable, the Employer may withdraw from the Contract after notifying the Contractor in writing. The Employer may demand compensation for the damage caused to him in the maximum amount of up to 10% of the net Contract Price.
17. The Contractor shall not be liable for defects that are related to the materials provided to him by the Employer.
18. The Contractor's liability for defects in the Work is limited to the defects that occur in the conditions of use provided for in the Contract and in the case of proper use of the work, within the period stipulated in Sections 2 and 3.
19. The Contractor shall not be liable for defects of the Work related to its improper maintenance, faulty repair by the Employer or changes made without the prior written consent of the Contractor. The Contractor is not responsible for normal wear and tear or deterioration of the Work.
20. The Contractor shall not be liable for damage resulting from defects in the Work. This applies to any damage such as production stoppages, lost profits or other indirect damage.

21. Some components of the Work may be covered by the quality guarantees of the producers of these components that specify the scope of warranty obligations of manufacturers and sellers, their duration, procedures for exercising rights and obligations and limitations in the scope of warranty obligations. Copies of all manufacturers' quality guarantees covering the components of the Work as of the date of completion of the Work shall be sent electronically to the Employer's e-mail address.
22. Upon payment of the entire Contract Price to the Contractor by the Employer, the Contractor shall transfer to the Employer the rights resulting from the quality guarantee regarding the components of the Work provided by their producers or sellers and transfer to the Employer the obligations arising from the quality guarantee provided separately by the producers or sellers of the components in questions.

§ 16. LIABILITY FOR DAMAGE CAUSED BY THE WORK

The Contractor shall not be liable for material defects caused by the Work after its completion if it is in the possession of the Employer. In addition, the Contractor shall not be liable for any damage to the products manufactured by the Employer or to the goods that contain the product manufactured by the Employer.

§ 17. RESERVATION OF OWNERSHIP OF THE WORK

Until full payment of the Contract Price, the Work remains the sole property of the Contractor.

§ 18. FORCE MAJEURE

1. Neither Party shall be liable for delay or non-performance of the Contract attributed to force majeure. Force majeure is understood as external events, independent of the Parties and impossible to predict, such as in particular: war, fire, epidemic, flood, supra-regional communication blockades, labour disputes (strikes), restrictions on energy consumption, social cataclysms or catastrophes of structures or buildings and defective or delayed deliveries by subcontractors due to the circumstances mentioned in this point. In the event of force majeure, the Party that has received such information shall immediately inform the other Party about the inability to perform his obligations under the Contract and agree with the other Party to take possible measures to remove the effects of the force majeure. The burden of proof of non-performance due to force majeure rests with the party invoking force majeure.
2. If the Employer or the Contractor invokes force majeure, they should immediately notify the other party in writing of the occurrence of such circumstances.
3. Despite all the effects set out in these GTD, each Party has the right to withdraw from the Contract by notifying the other party in writing if the cessation of performance of the Contract in accordance with Section 1 lasts longer than six months.

§ 19. INFORMATION CLAUSE

1. INSTEEL Sp. z o. o. with its registered office in Mikołów (43-190) at ul. Żwirki i Wigury 6, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów,

XII Commercial Division of the National Court Register under the number KRS: 0000931220, NIP: 7941832009, referred to here as the Administrator.

2. The Administrator can be contacted as follows:
 - 1) by post to the address of INSTEEL Sp. z o. o. ul. Żwirki i Wigury 6, 43-190 Mikołów,
 - 2) via e-mail to the e-mail address: rodo@insteel-piw.com,
 - 3) by telephone: 48 32 411 01 28.
3. The legal basis for the processing of personal data is the conclusion of the Contract between the Administrator and the Employer, its performance or taking actions necessary to conclude the Contract, for the performance of which the processing of personal data is necessary.
4. The personal data of the Employer, the person representing the Employer or the Employer's employees are processed only for purposes related to the implementation of the Contract and to take the necessary actions before concluding the Contract.
5. Providing personal data is not mandatory; however, failure to provide them will make it impossible to conclude and performance of the Contract.
6. Personal data will be stored no longer than it is necessary for the performance of the Contract and the pursuit of claims by each Party.
7. The Administrator may transfer the personal data of the Employer, a person representing the Employer or employees of the Employer to subcontractors, accounting firms, law firms, insurers or other entities directly or indirectly related to the implementation of the Contract.
8. The Administrator does not intend to transfer the personal data of the Employer, the person representing the Employer or the Employer's employees to a third country or to international organisations.
9. The Employer, persons representing the Employer or employees of the Employer have the right to demand from the Administrator access to their personal data, rectification, transfer and deletion, and also have the right to request the restriction of the data processing.
10. As far as the processing of personal data by the Administrator is concerned, the Employer, the person representing the Employer or the Employer's employees have the right to lodge a complaint with the supervisory body. Based on personal data, the Administrator shall not make automated decisions, including decisions resulting from profiling, towards the Employer, the person representing the Employer or the Employer's employees.

§ 20. OBLIGATION OF CONFIDENTIALITY

1. It is the responsibility of the Employer to keep secret the information the disclosure of which could expose the Contractor to damage. Therefore, the Employer undertakes to maintain the confidentiality of the information provided to him on all media, regardless of how it is provided.
2. The phrase "confidential information" means any information related in any way to the activities of the Contractor, known or disclosed to the Employer in connection with the performance of the Contract, which includes technical information or other information about services, processes, programs,

knowledge, concepts and innovations, forms, market methods, data, all financial and accounting data, marketing data, customer data, customer lists, as well as other information of the Contractor acquired by the Employer.

3. The obligation specified in Section 1 does not apply to generally known information and sharing information on the basis of mandatory provisions of law, in particular at the request of the court, prosecutor's office, tax authorities or control authorities. The following information shall not be considered protected: a) previously became public information in circumstances not resulting from an unlawful act or breach of the Contract by either Party, b) was already lawfully known to the receiving Party, as evidenced by credible evidence, c) have been approved for dissemination with the prior written consent of the other Party.
4. In particular, the Employer undertakes to take appropriate measures to protect any information and documents containing or related to confidential information against its loss or disclosure. In the event of resignation from the performance of the Contract by the Employer, it shall immediately return to the Contractor any documents or other tangible property containing, related to or referring to confidential information, or permanently delete such information from his hard drives, portable drives, memory cards, CD carriers and others.
5. The Employer shall be responsible for maintaining secrecy by its employees and any other persons the Employer will use during the implementation of the Contract.
6. The Employer shall be liable for damage caused to the Contractor by disclosing, transferring, using, selling or offering for sale information received from the Contractor, contrary to the provisions of the Contract and the GTD, in the amount of PLN 200,000.00 (in words: two hundred thousand PLN) for each detected breach of confidentiality. This obligation binds the Employer also after the performance of the Subject of the Contract, its termination, expiration or withdrawal, regardless of the reason.

§ 21. FINAL PROVISIONS

1. The transfer of rights and obligations of either Party under the Contract to any entity requires the prior written consent of the other Party, under pain of nullity.
2. Deliveries between the Parties shall be carried out in person or by registered mail to the addresses indicated in the Comparison of the Contract.
3. Any disputes that may arise during the implementation of the Contract will be resolved through negotiations between the Parties. The Parties undertake to act in good faith to resolve the dispute, taking into account the purpose of the Contract and taking into account the interests of the Parties.
4. In the event that the procedure provided for in Section 3 above proves to be ineffective, the Parties to the Contract may bring an action according to the general jurisdiction for the seat of the Contractor.
5. All changes to the Contract must be made in writing, under pain of nullity.
6. The Contractor may unilaterally amend the GTD or issue a new GTD during the term of the Contract. This change may be introduced, among others, when there is a change in the law, decisions relevant to the current content of the GTD are issued, or the Contractor makes such changes in the scope of delivery and assembly of technological lines and equipment that are not provided for in the GTD.