

§ 1 General Provisions

1. The terms used in these General Terms and Conditions for the Performance of Design Works shall have the following meanings:
 - a) **Contractor** – Polska Ceramika Ogniotrwała „Żarów” Sp. z o.o., with its registered office in Żarów, ul. Hutnicza 1, 58-130 Żarów, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division, under KRS No. 763040.
 - b) **Client** – any entity commissioning the Contractor to perform any design works.
 - c) **General Terms and Conditions for the Performance of Design Works or GTC-PDW** – these General Terms and Conditions for the Performance of Design Works.
 - d) **Order** – an order for design works.
 - e) **Contract** – a contract concluded between the Client and the Contractor on the basis of an Order and its confirmation, or a commercial contract concluded in writing between the Client and the Contractor.
 - f) **Parties** – the Contractor and the Client.
 - g) **Documentation** – design documentation prepared by the Contractor in performance of the Contract.
2. These General Terms and Conditions for the Performance of Design Works define the rules governing the performance of design works by the Contractor.
3. These General Terms and Conditions for the Performance of Design Works shall apply exclusively to all design works performed by the Contractor. The application of any standard terms and conditions used by the Client is hereby excluded, unless the Parties expressly agree otherwise in writing. Any divergent general terms and conditions for the performance of design works or for purchase originating from the Client shall not be binding upon the Contractor unless expressly accepted by the Contractor in writing.
4. In the event of any inconsistency between the provisions of these General Terms and Conditions for the Performance of Design Works and the provisions of a commercial contract, the provisions of the commercial contract shall prevail.

5. By proceeding with the performance of the Contract, the Client confirms its acceptance of and agreement to be bound by these General Terms and Conditions for the Performance of Design Works.
6. Announcements, advertisements, price lists and other information regarding design services offered by the Contractor are for informational purposes only and shall not constitute an offer.
7. The Contractor hereby informs that it is a large enterprise within the meaning of the Commission Regulation (EU) No. 651/2014 of June 17, 2014.

§ 2 Subject of the Contract

1. Unless the Parties expressly agree otherwise, the subject of the Contract shall be the preparation of the Documentation specified in the Order. The Documentation shall not constitute a construction design within the meaning of the Polish Construction Law.
2. Unless the Parties expressly agree otherwise, the Documentation shall include:
 - a) Preliminary Design:
 - i. technical description and technical documentation,
 - ii. drawing documentation,
 - iii. technical specifications together with a list of materials;
 - b) Detailed Design:
 - i. drawing documentation,
 - ii. calculations, including thermal calculations,
 - iii. quality documentation.
3. The Parties may, by written agreement, extend the scope of the Documentation, in particular to include operating and use instructions, as-built documentation reflecting changes arising during the performance of works, and other documents. Unless expressly stated otherwise, the Contractor's liability shall not include the selection of materials nor the verification of technical solutions indicated by the Client.
4. Unless the Parties expressly agree otherwise, the Documentation shall be prepared in accordance with the guidelines and technical and technological data provided to the Contractor by the Client in writing or by e-mail, as well as applicable industry standards. Any information provided orally shall not be binding upon the

Contractor unless confirmed by the Client in the form indicated above. The Contractor shall not be liable for the completeness of the data provided by the Client.

5. The Documentation shall not constitute a complete set of documents sufficient to obtain a building permit or any other required administrative approvals.
6. Unless agreed otherwise, the Documentation shall be drafted in Polish or in English. Translation into other languages may be done at the Client's request and expense.

§ 3 Orders and Conditions for Concluding the Contract

1. Offers, Orders, as well as any amendments to the terms of an Order, shall be submitted in writing, by registered mail, courier service, e-mail or fax. Any oral statements shall not be binding upon the Parties unless confirmed in one of the forms indicated above.

§ 4 Terms and Conditions for the Performance of Design Works

1. The performance of design works shall commence with an assessment of the feasibility of the project, which shall precede the conclusion of the Contract by the Parties.
2. Upon conclusion of the Contract, the Contractor shall prepare a Preliminary Design, which, following approval by the Client, may constitute the basis for the preparation of the Detailed Design.
3. The Contractor undertakes to provide all necessary information, to agree with the Client on the data forming the basis for the design process, to submit statements regarding design concepts and implementation solutions as well as equipment and devices, and to promptly inform the Client of any revealed defects in the design works.
4. The Contractor represents and warrants that both the Contractor and all persons engaged by the Contractor possess the qualifications necessary for the proper performance of the subject of the Contract.
5. The Contractor undertakes to participate in the design process, to cooperate with the Client and

other entities indicated by the Client, and to take part in coordination meetings on dates agreed by the Parties. The scope of participation in meetings and the manner of covering the related costs shall be specified in the Order or the Contract. Unless agreed otherwise, such costs shall be borne by the Client.

6. In the event of changes to the subject of the Contract resulting in the necessity to perform additional or substitute works, the Contractor shall perform such works against separate remuneration.
7. The Client may issue binding instructions to the Contractor regarding the manner of performance of the works. The Contractor shall not be liable for the result of compliance with the Client's instructions. Any instructions issued by the Client shall be made in writing, by registered mail, courier service, e-mail or fax.
8. The Contractor undertakes to enable the Client to monitor the performance of the design works and, upon the Client's request, to make available all data and information in its possession relating to the design works.
9. Unless otherwise agreed in writing, the Documentation shall be delivered in electronic form on an optical medium (CD/DVD) – one (1) copy, or on an electronic storage device (USB flash drive), and in paper form – three (3) copies. Design works may also be delivered successively in a manner agreed by the Parties. Unless otherwise agreed in writing, the Documentation shall be prepared in the following file formats: .dwg, .doc, .xls, .pdf.

§ 5 Time Limits for the Performance of Design Works

1. The performance period shall commence on the date of conclusion of the Contract; however, where the Client is obliged to provide the Contractor with documents or information necessary for the performance of the design works (e.g. technical drawings), or is obliged to make an advance payment, the performance period shall commence on the date on which such documents or information are received by the Contractor or on the date on which the advance payment is made, respectively.

2. Events of force majeure, as well as other unforeseen events such as disruptions in the operation of the enterprise, including those caused by interruptions in the supply of energy, damage to or failure of machines or equipment related to the performance of the Order, interruptions in the Contractor's operations, including those caused by strikes, blockades or riots, and any other obstacles not attributable to the Contractor which prevent or hinder the performance of the design works, shall result in an extension of the time limits for the performance of the design works by the duration of such obstacles.
3. The Client shall not be entitled to claim from the Contractor any contractual penalties or damages due to delay or default in the performance of the design works.
4. The date of payment shall be deemed the date on which the Contractor's bank account is credited, or, in the case of cash payment, the date on which the cash is received by the Contractor.
5. The Contractor shall be entitled to suspend the delivery of subsequent stages of the Documentation until payment of the price for the completed stages of the Documentation has been received.
6. In order to secure claims for payment of the price for the performance of the design works, the Client shall, at the Contractor's request, establish security in favor of the Contractor, in particular in the form of a pledge, mortgage, blank promissory note, guarantee, or assignment of receivables.
7. Payment of the price prior to the contractually agreed date shall not entitle the Client to any rebates or discounts.
8. The ownership of the Documentation as well as the ownership of media on which the Documentation is recorded, shall pass to the Client upon payment of the full remuneration due to the Contractor.

§ 6 Acceptance of Design Works

1. The completed design works constituting the subject of the Contract shall be handed over to the Client in stages / sub-stages on the basis of handover protocols signed by both Parties.
2. Failure by the Client to sign the handover protocol within ten (10) days from the date on which a given stage or sub-stage is presented for handover, and failure to raise any objections within this period, shall be deemed acceptance of the handover protocol by the Client without reservations.
3. Acceptance of a stage of the design works shall constitute the basis for the Contractor to issue a VAT invoice covering the relevant stage of works.

§ 7 Remuneration and Payment Terms

1. The prices for the performance of the design works are net prices, to which value added tax (VAT) shall be added in accordance with the applicable tax regulations.
2. Unless otherwise agreed in writing, the Contractor's remuneration shall be payable on the basis of VAT invoices issued after the achievement of the progress of works specified in the Contract.
3. If the payment deadline is not indicated in the invoice or bill, payment of the price shall be made within seven (7) days from the date of receipt of the invoice or bill.

§ 8 Copyright

1. The Documentation prepared in performance of the Contract shall constitute works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights.
2. The Contractor represents that, at the time of delivery of the Documentation, it shall hold the economic copyright to the Documentation to the extent necessary for the proper performance of the Contract.
3. Unless otherwise agreed in writing, the Documentation delivered by the Contractor may be used only for a single implementation, within the scope specified in the Contract.
4. Upon payment in full of the remuneration for the Documentation, the Contractor shall grant the Client a licence to use the economic copyrights to the Documentation in the following fields of exploitation:
 - a. within the scope of fixation and reproduction of the Documentation – the production of copies of the work using

a specific technique, including printing, reprographic, magnetic recording and digital techniques,

- b. within the scope of circulation of the original or copies on which the Documentation has been fixed – lending copies for purposes related to the implementation of the investment.
5. The Contractor shall retain the right to authorize the exercise of dependent copyrights to adaptations and modifications of the Documentation; in particular, the Contractor's performance of author's supervision shall be subject to separate remuneration.
6. The Client may use the Documentation for the purpose of reconstruction or renovation of an object implemented on the basis of the Documentation at its own risk. The Contractor shall not be liable for the solutions applied in such reconstruction or renovation.

§ 9 Warranty

1. The Contractor grants a twelve (12) month defects liability period for physical defects of the Documentation, calculated from the date of acceptance in accordance with § 6.
2. The exercise by the Client of any claims under the warranty / defects liability shall not constitute grounds for withdrawal from the Contract nor shall it release the Client from the obligation to pay for the delivered Documentation.

§ 10 Liability of the Contractor

1. In the event of non-performance or improper performance of obligations arising from the contract for the performance of design works, the Contractor shall be liable towards the Client solely for damages constituting the normal consequences of the Contractor's own culpable act or omission, and only to the extent of the Client's actual damage. Liability for indirect damages, including lost profits, is excluded. In any event, the amount of compensation shall not exceed the value of the Contractor's remuneration specified in the Contract.

§ 11 Force Majeure

1. The Contractor shall not be liable for any failure to perform its obligations resulting from force majeure. Force majeure shall be deemed to include any unforeseeable circumstances affecting the Contractor or its subcontractors and suppliers, which are beyond the Contractor's control, in particular:
 - a. war, martial law, the threat of war or terrorist attacks, a state of emergency,
 - b. strikes, lockouts or other events seriously restricting the ability to conduct business,
 - c. import and export restrictions,
 - d. fire, flood, earthquake, volcanic eruption, snowstorm and other violent weather phenomena, regardless of whether a state of natural disaster has been declared or not,
 - e. restrictions on the supply or consumption of electricity or gas lasting longer than 48 hours (including administrative restrictions),
2. In the event of a force majeure event, the Contractor shall be entitled to extend the deadline for performance of the Contract by the duration of the force majeure, as well as by an additional period not exceeding 6 months.
3. If the force majeure event persists for at least 30 days, the Contractor shall be entitled to terminate the Contract with immediate effect.
4. The Client's financial obligations arising prior to the occurrence of the force majeure event shall remain in force and shall be enforceable even during the duration of the force majeure event.

§ 12 Assignment of Claims

1. The Client may not assign any claims against the Contractor in connection with the Agreement to third parties without the written consent of the Contractor.
2. The Client may not offset any claims against the Contractor against the Contractor's receivables for remuneration without the Contractor's consent.

§ 13 Confidentiality

1. All information disclosed by the Contractor to the Client, its representatives, and related entities, including in particular technical, technological, industrial, commercial, financial information, drawings, calculations, descriptions, and other information, regardless of the method of transmission, constitutes the Contractor's trade secret, is confidential during the execution and after termination of the Agreement, and may not be disclosed to third parties without the written consent of the Contractor.

§ 14 Final provisions

1. Polish law shall apply exclusively to contracts concluded by the Contractor, including contracts concluded with entrepreneurs having their registered office outside the territory of Poland. In contracts concluded with entrepreneurs having their registered office outside the territory of Poland, within the territory of states that are signatories to the United Nations Convention, the application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980 (CISG), is hereby excluded.
2. Any disputes that may arise between the Parties in connection with the performance of design works to which these General Terms and Conditions for the Performance of Design Works apply shall be settled – at the Contractor's discretion – by the court having subject-matter jurisdiction with its seat in Katowice or by the court having jurisdiction over the registered office of the Contractor. In contracts concluded with entrepreneurs having their registered office outside the territory of Poland, the Polish courts shall have exclusive jurisdiction.
3. In case of discrepancies between the English translation and the original Polish language version of this document, the Polish version shall be binding upon the Parties.