5/CPR/2023/e1 Katowice, 15/03/2024

**Editable version of point XII. IMPORTANT TERMS OF THE CONTRACT, CONDITIONS FOR AMENDING THE CONTRACT AND CONDITIONS FOR TERMINATION OF THE CONTRACT / WITHDRAWAL**

|  |
| --- |
| 1. **IMPORTANT TERMS OF THE CONTRACT, CONDITIONS FOR AMENDING THE CONTRACT AND CONDITIONS FOR TERMINATION OF THE CONTRACT / WITHDRAWAL** |
| 1. Deadlines for contract performance:   Completion of the contract – delivery of brand new cyclotron bunker doors, a detailed description of which can be found in the attachment - description of the subject of the contract and delivery and installation confirmed by signing the delivery and acceptance protocol without any reservations until May 30, 2024. Upon receipt of the subject of the contract on the basis of the acceptance protocol without any reservations after completed installation, the benefits and burdens related to the subject of the contract and the risk of its accidental loss or damage are transferred to the Ordering Party.   1. Place of performance of the contract:   Katowice, Poland, Bocheńskiego Street (plots marked no. 45/5, 45/6, 42/20, 42/31)   1. Nature of remuneration:   The Contractor's remuneration for the subject of the contract is a lump sum and includes all costs related to the performance and delivery, transport, instalation, as well as warranty and service and any additional activities carried out in accordance with the contract and is not subject to indexation.   1. The Ordering Party will pay the Contractor remuneration in three installments:    1. First installment in the amount of 30% of the Contractor's total lump sum remuneration will be paid after signing the contract (based on an invoice with a 30-day payment deadline),    2. Second installment in the amount of 60% of the Contractor's total lump sum remuneration will be paid after delivery of the subject of the contract to the Ordering Party (based on an invoice with a 30-day payment deadline),    3. Third installment in the amount of 10% of the Contractor's total lump sum remuneration will be paid after the contract has been completed and the handover protocol has been signed without any reservations (based on an invoice with a 30-day payment deadline).   The Ordering Party will be entitled to deduct amounts due to the Ordering Party from the Contractor as a result of non-performance or improper performance of the contract against the Contractor's remuneration.   1. Contractual penalties:   The Contractor will be obliged to pay the Ordering Party contractual penalties in the event of delay in the performance of the Contract in the amount of 0,5% % of the gross contract value for each day of delay, and in the event of withdrawal from the contract for reasons attributable to the Contractor in the amount of 10 % of the gross contract value. The Ordering Party will be entitled to claim compensation exceeding the amount of the contractual penalties charged.   1. Contractual warranty terms: 2. The Contractor will provide the Ordering Party with 24 - month contractual warranty for the subject of the contract, counted from the moment of signing the handover protocol without reservations. During the contractual warranty period, the Contractor is obliged to repair and remove any defects or faults in the products (including replacements) revealed during the warranty period at his own expense in accordance with the notification issued by the Ordering Party. The contractor covers the costs of any transport. 3. If the Contractor does not proceed to remove the defects or faults or does not remove them within the indicated period or removes them improperly, the Ordering Party has the right to entrust the removal of defects to a third party at the Contractor's expense and risk, demanding reimbursement of the costs incurred from the Contractor. The contractor is released from the warranty in this respect. 4. Conditions for amending the contract:   The Ordering Party provides for the possibility of changing the provisions of the concluded contract in the following cases:   1. temporary suspension of the implementation of the Project by the Ordering Party resulting from objective and justified reasons; 2. delays in the implementation of the service, delivery and/or construction works carried out under the Project affecting the deadlines for the performance of the contract; 3. changes in legal provisions, norms, standards and/or technical knowledge, actions of public administration bodies or actions of third parties requiring changes to the technical specifications of the subject of the contract; 4. introducing changes to the adopted assumptions regarding the subject of the order justified by substantive, technical, functional and visual reasons; 5. loss of non-repayable support from the development plan as part of the investment A.2.1.1. under the name Investments supporting robotization and digitalization in enterprises of the National Recovery and Resilience Plan and the need to obtain new financing for the Project; 6. detecting errors, discrepancies or ambiguities in the contract that cannot be removed in any other way, and the change will enable their removal and clarification of the contract in accordance with its purpose or for the purpose of unambiguous interpretation of its provisions by the Contractor and the Ordering Party; 7. occurrence of force majeure - if the Ordering Party, acting with due diligence, could not foresee the changes and their value does not exceed 50% of the order, 8. changes regarding the implementation of additional supplies, services or construction works purchased from the Contractor, not covered by the basic order, provided that they have become necessary and the following conditions have been met: 9. the contractor cannot be changed for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract, 10. a change of contractor would cause significant inconvenience or significant increase in costs for the Ordering Party, 11. the value of each subsequent change does not exceed 50% of the order value originally specified in the contract; 12. when the change does not lead to a change in the nature of the contract and the following conditions have been met: 13. the need to change the contract is caused by circumstances that the Ordering Party, acting with due diligence, could not have predicted, 14. the value of the change does not exceed 50% of the order value originally specified in the contract; 15. when the Contractor is to be replaced by a new contractor: 16. as a result of a 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 contract award procedure, there are no grounds for exclusion against such contractor and it does not result in other significant changes to the contract , 17. as a result of the Ordering Party taking over the contractor's obligations towards its subcontractors. In the event of a change of subcontractor, the Ordering Party may conclude an agreement with a new subcontractor without changing the terms of performance of the order, taking into account payments made for work completed to date; 18. changing the subcontractor with the help of which the Contractor implements the subject of the contract to another one with the same qualifications and/or professional experience, after prior approval of the Ordering Party; 19. when the change does not lead to a change in the general nature of the contract and the total value of the contract is less than the EU thresholds and is lower than 10% of the value of the original contract in the case of contracts for services or supplies, or 15% in the case of contracts for construction works.   Changes to the contract must be made in writing under pain of nullity.   1. Subcontractors:   The Ordering Party allows for the participation of subcontractors in the performance of the contract. The contractor is responsible for all actions and omissions of subcontractors as for his own.   1. Termination of the contract / withdrawal:   If the Contractor fails to remedy any breach of material obligations arising from the Contract, despite being requested in writing to remedy such breach within a reasonable period not exceeding 30 business days, the Ordering Party may, at its option, withdraw from or terminate the contract. In the event of withdrawal from the contract, the Contractor will refund all amounts paid to the Contractor to the Ordering Party.   1. Applicable law:   The contract is subject to Polish law. Any disputes arising from the contract will be resolved by the court competent for the place of installation of the subject of the contract. |