

# GENERAL TERMS AND CONDITIONS FOR INTEK'S sp. z o.o. ORDER

**INTEK** sp. z o.o.  
**ul. Grunwaldzka 18**  
**14-260 Lubawa**

## 1. Contractor's liability

By signing the contract-order the Contractor:

- Assumes complete responsibility for accomplishing the order towards the Customer and third persons, as well as the technical and the administrative part.
- Declares disposing capacity of means and appropriate organization essential for order execution and assumes technical, civil and criminal liability for action of its employees (including thefts and other damages). The Customer isn't responsible for possible accidents connected with the order execution.

In particular he commits himself to:

- apply all regulations and agreements in order to avoid damages and accidents of people and objects during order execution as well as during additional works related to e.g. transportation, supervision.
- apply norms and regulations in force to prevent industrial accident and assure industrial safety.
- supervise directly employees by himself or any other authorized person

## 2. Administration of the order

The Contractor assures :

- During order execution his company is not in liquidation and no insolvent actions against him are under way.
- Responsibility for accident insurance, welfare and medical benefits as well as Labour Law regulations.
- To keep the order execution area clean and to commit himself to leave it free and clean once it is accomplished.
- Employees are skilled to execute tasks and to satisfy the Customer's requirements.
- To familiarize the supervising staff to norms and regulations in force that refers to order execution before work begins.

## 3. Subcontracting

- The Contractor undertakes not to subcontract the whole or any part of his work to a third person if not agreed with the Customer.
- Non-observance of a subcontracting ban grants the Contractor the right to terminate contract due to Contractor's fault with immediate effect.
- Agreement to engage a subcontractor doesn't release the Contractor from responsibility and order's obligations.
- The Contractor assumes complete responsibility for the complete suborder by taking over all contractual liabilities and obligations of the suborder e.g. costs and guarantee obligations in virtue of defects.

## 4. Acceptation and supervision

Clients technical department is the only body to accept accomplished works. The acceptance may be followed by some reservations towards the Contractor. Client will have to do inspection on's order during the manufacturing. While notifying defects and faults within work execution, the Customer isn't committed to comply with time limits mentioned in Article 563 of The Civil Code, in case the Contractor assures the Consumer in writing there are no defects. Favourable receipt or work acceptance doesn't release the Constructor from obligations resulting from Articles 560, 566 of The Civil Code. The Contractor is committed to evidence the performance with the protocol of proceedings of the badly executed item. The Contractor is committed to deliver the protocol to the Customer within 3 days.

## 5. Force majeure.

In case of a force majeure that renders impossible the performance of contractual obligations the Contractor is committed to notify the Consumer of their appearance and completion.

## 6. Deadline – fines /penalties

Work schedule and time schedule established by contract and/or supplement are a deadline for the order execution. This deadline cannot be extended.

In case of any delay or postponement in the performance of the task the Customer has the right at his sole discretion to:

- apply contractual penalty of 0.3% of the total value of the order for each day of delay towards deadline, maximum 10% of the order value.
- in case the penalty doesn't cover a loss the Customer has the right to claim damages.
- the Contractor is committed to pay contractual penalty for delay in removing all defects found once the executed order and during the guarantee/warranty period. The penalty amounts to 0,3% of contractual payment for each day of delay counting from the day established to remove defects.
- The Customer has the right to deduct due contractual penalty of the invoice issued by the Contractor; in this case the Customer pays the invoice less calculated penalty.

- Order execution should be notified not later than 3 days before deadline established in Time Schedule.
- The Customer has the right to set an additional time limit in case the Contractor doesn't meet previous deadline. The Customer has the right to order merchandise from another supplier and to charge the costs to the Contractor in case the Contractor doesn't guarantee "the additional time limit".
- Parties agree all mutual obligations shall be realized according to norms of „Good Will" and any potential penalties shall be applied if the parties are run out of it.

## 7. Invoices

Invoices must be related to one order only and have to contain:

- Order number and a photocopy of the receipt protocol confirmed by a Customer's representative.
- Tasks or services specification. Invoices shall be issued to the Customer and delivered at the address designated in the order.
- Any potential payments on installment don't constitute nor partial nor complete order receipt. These payments are conditioned by the order execution within established time limits.
- One rule is compulsory: one order – one invoice. Invoices must be accepted unconditionally by the Customer. If not agreed in the contract conditions, payment deadline must be divided into
  - 85 % of the value of the order within 30 days from the day of the invoice receipt
  - and
  - 15% within 60 days from the day of this invoice receipt
- Requirement of complete invoice acceptance is understood to mean that it is checked/verified in respect to its accordance with the order, supplements and the invoice receipt acknowledgement.

## 8. Remuneration / payments

- Remuneration for the order period can not be increased even though while the contract being signed is impossible to stipulate work range and costs.
- The Contractor can apply for a modification or rise of the remuneration if during the order execution is essential to execute additional works. These works shall be ordered in addition.
- In case the Customer requests the Contractor any additional orders in reference to the main order, the Contractor is committed to accept and to execute them according to main order terms and conditions.
- The Contractor cannot require his payment to be increased if he executes additional work without a written agreement signed by the Consumer.

## 9. Draws and models

The Contractor is not allowed to hand over draws and models confided/given to him in reference to the task to a third person, nor to use them in any other way without written authorization signed by the Consumer.

## 10. Guarantee, warranty

- The Contractor grants a guarantee for 24 months from the day of signing the receipt protocol, and in case receipt protocol doesn't exist, the day of receipt is understood by the date of the final invoice.
- Warranty for hidden defects lasts 3 years.
- Above mentioned comes into force if the order doesn't constitute otherwise.

## 11. Others Terms and Conditions

- The Contractor is not allowed to promote anything connected with services performed within a Customer's order. A single agreement to advertise it has to contain appropriate regulations.
- The contract comes into force from the day of its signing.
- All amendments of present regulations can be introduced only in writing.
- In matters not regulated by this agreement provisions of the Civil Code shall apply. Disputes arising in connection with this agreement shall be resolved by a Commercial Court on registration place of Intek sp. z o.o.
- Not receiving the Order and General Terms and Conditions signed by the Contractor within 3 working days is understood by the Consumer as their acceptance.

*We accept the terms and conditions of an order execution, we agree with order/contract clauses and general terms related to above mentioned.*

These terms and conditions are Enclosure No 1 for given order.

**Intek** sp. z o.o.  
INZYNIERING TECHNOLOGIE KONSTRUKCJE