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Cracow, 28th February 2023

To all Contractors

*Subject: proceedings for the award of a contract conducted by means of invitation to tender based on the Article 11 item 5 clause 1 of the Act of September 11, 2019 - Public Procurement Law (consolidated text Dz. U. of 2022, item 1710 as amended), and the Act of April 23, 1964 - Civil Code (consolidated text Dz. U. of 2022, item 1360 as amended), the subject of which is delivery of a magnetic levitation chopper for the NSRC SOLARIS,
Case ref. no: 80.272.22.2023*

The modification of the Invitation

Dear Sirs

The Ordering Party informs that the Contractor has submitted the request, in which a potential Contractor proposed to modify the content of the invitation, including:

1. description of the subject of the contract - Appendix A to the Invitation,
2. AGREEMENT TEMPLATE - Attachment No. 2 to the Invitation.

The Ordering Party announced the content of the modifications proposed by the contractor and refers to them:

I. Modification 1 proposed by the Contractor:

The Contractor proposed to change some points of the Description of the subject of the contract as follows (the proposed modifications were marked in red):

1. The general requirements for the magnetic levitation chopper are as follows:

- Permanent magnet machine with active magnetic bearings in vacuum
- Active magnetic bearing and motor controller
- Motor speed from 0 to at least 400 000 rpm (**max speed depending on the rotor**)
- Rated torque >5 mNm
- Weight < 1000 g (**without controller**)
- Rotational speed stability < **2501000** ppm
- Stator vibrations < 15 mN per axis
- Rotor displacements from center (orbit) < 45 µm
- Rotor orbit jitter < 10 µm
- ~~Vacuum operation 10⁻⁵ mbar~~
- Chopper frequency < 300 kHz

2. The Subject of the procurement (order) shall fulfill the following requirements:

- The rotor in the magnetic levitation chopper is to be modified for the needs of IR beam propagation through holes, the number of which should be sufficient to ensure min. 200 kHz operation, i.e. over 50 holes. The size of the holes should be as large as possible, min. 1 mm to pass the maximum spectral range. The rotor must be designed to withstand the forces acting on it and ~~not cause minimize~~ additional vibrations. ~~The rotor material must be impermeable to the range transmission~~ of electromagnetic waves ~~in the range~~ from 2 to 400 μm ~~must be less than 1%~~.
- The chopper elements must be properly prepared (cleaned) for operation in vacuum conditions (min. 1 mbar).
- Integrated drive controller and 3 axes active magnetic bearings. Connection to PC and software via USB.

Answer of the Ordering Party to the modification 1 proposed by the Contractor:

The Ordering Party accepts the proposed modification of the Description of the subject of the contract. At the same time, the Ordering Party unifies the Polish and English version of the Invitation and the sentence “Permanent magnet machine with active magnetic bearings in vacuum” is translated as follows: “Maszyna z magnesami trwałymi z aktywnymi łożyskami magnetycznymi w próżni”.

II. Modification 2 proposed by the Contractor:

The Contractor proposed to change § 3 of the AGREEMENT’S TEMPLATE as follows (the proposed modifications were marked in red):

§ 3

VALUE OF THE AGREEMENT AND PAYMENT

1. The remuneration for the subject of the contract is set at:
net amount: in currency: say:,
and including the VAT due in the amount of %,
for the gross price: in currency: say:,
whereby it was determined based on the contents of the Contractor's bid.
2. The amount of net remuneration shall be increased by an appropriate amount of VAT or VAT due on the amount of remuneration, will be covered by the Ordering Party on the account of the relevant Tax Office in case a tax obligation of the Ordering Party occurs in accordance with the VAT tax regulations (* *depending on the bid*).
3. The remuneration referred to in sec. 1 above shall be paid as follows:
 - 3.1 **The first payment** in the amount of **30%** of the value of the remuneration referred to in **§ 3 item 1** will be paid, as an advance payment after the conclusion of the Agreement. The payment shall be made upon delivery to the Ordering Party of the corresponding invoice ~~together with an irrevocable, payable on first demand and unconditional bank or insurance guarantee for the same amount, valid for the period from the date of crediting the Ordering Party's payment to the Contractor's account up to and including 60 days from the date on which the delivery date falls in accordance with in accordance with § 2 sec. 1 of the Agreement;~~
 - 3.2 The **second payment of 70 %** of the remuneration referred to in **§ 3 item 1** shall be paid after completion of the delivery in accordance with § 2 sec. 1 of Agreement.
 - 3.3 ~~The ownership of the deliverables shall stay with the Contractor until 100% of the payments are executed.~~
 - 3.4 ~~Any payments between the Ordering Party and the Contractor shall be made in CHF~~
4. Payments for each stage of the Agreement shall be fulfilled:

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- 4.1 the advance payment referred to in § 3 item 3.1 shall be made within 21 days counting cumulatively from the date of delivery of the corresponding invoice ~~and the corresponding bank or insurance guarantee.~~
 - 4.2 the payments referred to in § 3 item 3.2 shall be made within 30 days from the date of delivery to the Ordering Party a correctly issued invoice and signing by the Ordering Party an appropriate acceptance protocol, i.e. without reservations, subject to the provisions of § 2 item 5, if the date of receipt of the invoice is unknown, the payment time limit commences to run from the date of signing by the Ordering Party of the relevant acceptance protocol, in case that an invoice is delivered to the Ordering Party before the Parties sign the acceptance report without comments, the payment deadline begins on the date of signing such a protocol.
 - ~~5. The Ordering Party shall have the right to withhold disbursement of all or part of the payment, and to demand a return of the advance payment from the Contractor or the guarantor, in the event that the delivered subject of the agreement does not meet the required technical parameters, has been damaged in transport, or has not been delivered in a timely manner.~~
 6. The remuneration payable to the Contractor shall be paid by bank transfer from the Ordering Party's account to the account of the Contractor indicated in the invoice.
 7. The payment place shall be the bank of the Ordering Party. The effective date of payment shall be the date of transfer order submitted by the Ordering Party.
 8. The remuneration payable to the Contractor shall be paid by bank transfer from the Ordering Party's account to the account of the Contractor indicated in the invoice, with the proviso that the Contractor is required to provide the account number that has been disclosed in the register of VAT payers, non-registered entities, entities excluded and reinstated into the VAT register held by the Head of the National Tax Administration (hereinafter: the 'White List' – art. 96b sec. 1 of the Act of 11 March 2004 on the value added tax, uniform text of the Journal of Laws of 2020, item 106, as amended). (**depending on the bid*).
 9. If the Contractor is registered as a VAT taxable person, the Ordering Party is entitled to pay the remuneration in accordance with the split payment system, i.e. in accordance with provisions of Art. 108a sec. 2 of the Act of 11 March 2004 on the value added tax (consolidated text of the Journal of Laws of 2020, item 106, as amended). Provisions of the first sentence are not applicable if and when the subject matter of the contract is a service exempt from VAT or subject to a 0% VAT rate. (**depending on the bid*).
 10. The Contractor confirms that the bank checking account disclosed on the invoice is used by it for the purpose of settlements for its business activity, for which the VAT account is maintained.
 11. The remuneration referred to in item 1 covers all payments due to the Contractor, including all license fees for third parties, packaging costs, safe transport, insurance, quality warranty, fees and customs declarations according to the terms of the delivery (DAP Krakow), and other costs which the Contractor must incur in order to implement the Subject of the Agreement. The Contractor shall also be remunerated for granting the intellectual property rights to the Ordering Party, ~~including for granting the license to the Ordering Party, in each of the fields of exploitation~~ as stipulated in the Agreement in § 14. The Contractor shall also be remunerated for transferring to the Ordering Party the ownership of the media carriers, on which the works to which the license is granted, have been recorded.

Answer of the Ordering Party to the modification 2 proposed by the Contractor:

1. *The Ordering Party explains that cannot cross out the stipulations about the bank guarantee. The internal regulations of the Jagiellonian University obliged to specify and demand the bank guarantee as security for advance payment in amount from PLN 20,000.00 - as a consequence, the Ordering Party does not agree to change the provision of section 3.1 and 4.1.*
2. *The Ordering Party accepts a new sec. 3.3, i.e. adding the wording as follows: "The ownership of the deliverables shall stay with the Contractor until 100% of the payments are executed".*

3. The Ordering Party explains that the currency PLN or CHF shall be the currency of the contract depending on the currency indicated in the chosen Contractor's tender – the Ordering Party does not agree to add sec. 3.4 to the AGREEMENT TEMPLATE.
4. The Ordering Party accepts to cross out § 3 sec. 5.
5. The Ordering Party does not accept the change of sec. 11.

III. Modification 3 proposed by the Contractor:

The Contractor proposed to change § 6 of the AGREEMENT'S TEMPLATE as follows (the proposed modifications were marked in red):

§ 6 QUALITY WARRANTY

1. The Contractor shall undertake to deliver the subject hereof free of defects and faults.
2. The Contractor guarantees the qualities and characteristics stipulated in the technical specifications attached to the bid.
3. The Contractor shall ensure that the delivery of the subject hereof covered by the quality warranty for the period as of the date the delivery of the Subject of the Contract (NSRC Solaris, Czerwone Maki 98, Kraków) confirmed by the appropriate protocol to the lapse of **12 months**.
4. The Ordering Party may at any time request the Contractor to remove a fault or defect under the quality warranty. The Ordering Party shall undertake to meet the basic maintenance terms as specified by the Contractor or manufacturer of the elements of the subject hereof in the records of the guarantee card and/or maintenance instructions delivered by the Contractor. The Ordering Party shall notify the Contractor without any unnecessary delay in one or several out of the following ways: in writing, by e-mail, phone or fax on any defects or faults in the subject hereof.
5. In the event of any fault being noticed in the delivered subject hereof, the Contractor shall be liable to an immediate and free of charge repair or replacement of the faulty element without any risk or costs for the Ordering Party- **in case the fault is due to the Contractor and therefore falls under the quality warranty. In case the fault is due to the Ordering Party, the fault does not fall under the quality warranty, and all risk and costs shall be borne by the Ordering Party. In case of unclear root cause for the fault, the Contractor shall inspect the faulty element, define the root cause of the fault and define if the fault falls under quality warranty or not.** Any repairs shall be made as soon as possible, within the term agreed by the Parties. All repairs shall be made by the Contractor, manufacturer(producer) or authorized maintenance centre at the cost and risk of the Contractor.
6. In case any of the elements were already repaired, the Ordering Party shall reserve the right to demand a free of charge replacement of the subject matter part by the Contractor, to a part being free of defects, should it be subject to another (second) fault **in case the fault is due to the Contractor.**
7. The warranty period is extended by the time during which the Ordering Party could not use the delivered subject hereof due to its defect (fault).
- ~~8. The Contractor declares and acknowledges that it understands that the Ordering Party is not an expert within the scope of the delivered subject of the Agreement, hence in the case of a defect (fault), any expenses related to the explanation of the reasons of its occurrence, and in particular the costs of appropriate expertise shall be incurred by the Contractor.~~

Answer of the Ordering Party to the modification 3 proposed by the Contractor:

The Ordering Party accepts partly the proposed changes.

Paragraph 6 of the AGREEMENT TEMPLATE shall have the wording as below:

§ 6 QUALITY WARRANTY

1. The Contractor shall undertake to deliver the subject hereof free of defects and faults.
2. The Contractor guarantees the qualities and characteristics stipulated in the technical specifications attached to the bid.

3. The Contractor shall ensure that the delivery of the subject hereof covered by the quality warranty for the period as of the date the delivery of the Subject of the Contract (NSRC Solaris, Czerwone Maki 98, Kraków) confirmed by the appropriate protocol to the lapse of **12 months**.
4. The Ordering Party may at any time request the Contractor to remove a fault or defect under the quality warranty. The Ordering Party shall undertake to meet the basic maintenance terms as specified by the Contractor or manufacturer of the elements of the subject hereof in the records of the guarantee card and/or maintenance instructions delivered by the Contractor. The Ordering Party shall notify the Contractor without any unnecessary delay in one or several out of the following ways: in writing, by e-mail, phone or fax on any defects or faults in the subject hereof.
5. In the event of any fault being noticed in the delivered subject hereof, the Contractor shall be liable to an immediate and free of charge repair or replacement of the faulty element without any risk or costs for the Ordering Party. In case the fault is due to the Ordering Party, the fault does not fall under the quality warranty, and all risk and costs shall be borne by the Ordering Party, provided that the Ordering Party has accepted the risk and costs before bearing them. In case of unclear root cause for the fault, the Contractor shall inspect the faulty element, define the root cause of the fault and define if the fault falls under quality warranty or not. Any repairs shall be made as soon as possible, within the term agreed by the Parties. All repairs shall be made by the Contractor, manufacturer (producer) or authorized maintenance centre at the cost and risk of the Contractor.
6. In case any of the elements were already repaired, the Ordering Party shall reserve the right to demand a free of charge replacement of the subject matter part by the Contractor, to a part being free of defects, should it be subject to another (second) fault provided that the cause of fault is not due to the Ordering Party.
7. The warranty period is extended by the time during which the Ordering Party could not use the delivered subject hereof due to its defect (fault).

IV. Modification 4 proposed by the Contractor:

The Contractor proposed to change § 7 of the agreement's template as follows (the proposed modifications were marked in red):

§7 PARTIES LIABILITY

1. The Contractor shall **not** be ~~fully~~ liable for the compensation of any personal or material damages, which may be formed in relation to third parties, caused by the Contractor in relation to and upon execution hereof.

Answer of the Ordering Party to the modification 4 proposed by the Contractor:

The Ordering Party cannot accept the proposed changes.

V. Modification 5 proposed by the Contractor:

The Contractor proposed to change § 10 of the AGREEMENT'S TEMPLATE as follows (the proposed modifications were marked in red):

1. The Ordering Party shall be liable to demand payment of the contractual penalties from the Contractor in case of the following:
 - 1.1 delay in the delivery of the subject hereof of more than 4 weeks, in the amount of 0,1% of the net value of subject of the Agreement for each full week of the delay counting as of the delivery date in accordance with the Agreement (§2 item 1), yet not more than 5% of the total remuneration of the Contractor net as specified in §3 item 1. In the event of disclosure of any defects/faults during the course of the receipt of the subject hereof the contractual penalty stipulated in this item 1.1 shall not apply, provided the subject hereof (faulty) was delivered within the period not contributing to its accrual.
 - 1.2 delay of more than 4 weeks in removing defects or faults ascertained during the acceptance and collection procedure in relation to the time limit agreed by both Parties in accordance with

§2 item 7, in the amount of 0,2% of the net value of the defective part of the subject of the Agreement. This contractual penalty shall be calculated for each week of delay towards the agreed time limit, but not more than 5% of the net value of the defective part of the subject of the Agreement.

- ~~1.3 violation of the provisions specified in §13 (Confidentiality) in the amount of 5 000,00 PLN (or its equivalent in in the currency of the country where the seat the Contractor is premised) net for each case of the violation.~~
2. Each party shall be entitled to request payment of a penalty from the other party in case of the other party's violation of the provisions specified in §13 (Confidentiality) in the amount of 5 000,00 PLN (or its equivalent in in the currency of the country where the seat the Contractor is premised) net for each case of the violation.
 3. The Ordering Party shall be entitled to request payment of a contractual penalty from the Contractor in the event of withdrawal from the Agreement by the Contractor or by the Ordering Party due to the causes resting on the Contractor not formed by the operation of force majeure, in the amount of 5% of the remuneration net as set forth in § 3 item 1 of the Agreement. This contractual penalty applies to the withdrawal from the agreement in part as well.
 4. The Contractor shall be entitled to request payment of a contractual penalty from the Ordering Party in the event of withdrawal from the Agreement by the Contractor or by the Ordering Party due to the exclusive fault of the Ordering Party not formed by the operation of force majeure, in the amount of 5% of the remuneration net as set forth in § 3 item 1 of the Agreement.
 5. The Ordering Party shall have the right to deduct any possible contractual penalties from the remuneration of the Contractor and seek compensation on the general terms over the stipulated contractual penalties. Contractual penalties reserved above shall be calculated independently of one another (cumulatively), unless expressly stated otherwise.
 6. Claim as regards the payment of contractual penalties shall become effective as of the day of occurrence of the calculation basis as specified in the Agreement.
 7. Payment of contractual penalties shall not release the Contractor from liability of executing the Agreement.

Answer of the Ordering Party to the modification 5 proposed by the Contractor:

The Ordering Party accepts the proposal.

VI. Modification 6 proposed by the Contractor:

The Contractor proposed to change § 11 of the AGREEMENT'S TEMPLATE as follows (the proposed modifications were marked in red):

§ 11

WITHDRAWAL FROM THE AGREEMENT

1. Apart from the instances specified in the provisions of the Polish law, the Ordering Party shall have the right to withdraw from the Agreement within 30 days as of the moment of being noticed on the occurrence of one of the following circumstances:
 - 1.1 being informed that the Contractor as a result of his insolvency fails to execute pecuniary liabilities for the period of at least 3 months,
 - 1.2 liquidation of the Contractor will be initiated,
 - 1.3 a warrant on the seizure of the Contractor's assets was issued,
 - 1.4 The Contractor is delayed in the delivery of the subject hereof for the period of more than ~~5 (five)~~ **25 (twenty five)** weeks in relation to the period specified in §2 item 1 or with the removal of a repair of the subject hereof noticed upon the receipt, for the period of more than ~~5 (five)~~ **25 (twenty five)** weeks in relation to the period agreed by both Parties in accordance with §2 item 7,
 - 1.5 in the event of major financial problems of the Contractor, in particular debt collector seizures or other seizures handled by entitled entities of the total amount of more than PLN 200 000,00

- (say: two hundred thousand Polish zloty) or equivalence of the amount in the currency of the country where the seat the Contractor is premised,
2. Withdrawal from the Agreement shall be made in writing else being null and void and shall include the appropriate statement of grounds.
 3. Except the right to withdrawal from the Agreement in full, the Ordering Party reserves the right to withdraw from the Agreement only to the extent of its part indicated thereby, including the unexecuted part of it, retaining ownership and other rights of the remaining part of the subject of the Agreement. To the extent to which the Ordering Party did not withdraw from the Agreement, the provisions of the Agreement, in particular related to the payment and guarantee shall become effective, this applies only that the part of the Agreement from which the Ordering Party did not withdraw was properly performed.
 4. In the event of withdrawal from the Agreement, the Parties shall reserve the right to the enforcement of the contractual penalties.
 5. **The Ordering Party shall compensate cost accrued at the Contractor until withdrawal from the Agreement.** The Contractor shall not have the right to ~~the~~ **this** compensation for the withdrawal from Agreement due to reasons on the side of the Contractor **defined in Article 1.1, 1.2, 1.3 and 1.5.**

Answer of the Ordering Party to the modification 6 proposed by the Contractor:

The Ordering Party accepts the change in sec. 1.4.

The Ordering Party does not accept the proposal of changes in sec. 5

VII. Modification 7 proposed by the Contractor:

The Contractor proposed to change § 14 of the AGREEMENT'S TEMPLATE as follows (the proposed modifications were marked in red):

§ 14

INTELLECTUAL PROPERTY

1. The Contractor declares that to the best of its knowledge, the performance of its obligations hereunder does not violate intellectual property rights of third parties.
2. The Contractor shall have responsibility for and shall repair **all damage delivered subject hereof (the chopper)** resulting from any violation of copyright, patent rights, or other intellectual property rights which may result from the implementation hereof and which does not result from the fault of the Ordering Party.
3. In the case of **written** works created ~~or~~ **and** delivered hereunder, **whether delivered in hard copy or electronically**, including but not limited to technical documentation (hereinafter referred to as the "Works") even if they consist of a Confidential information of the Contractor (§13), the Contractor, as part of the remuneration, as of the date of accepting the Work by the Ordering Party, grants the Ordering Party a non-exclusive, worldwide license to the Work in the following fields of exploitation:
 - 3.1 with regard to recording and reproduction of the Works - production of copies of the Works by specific technique, including but not limited to printing, reprographic, magnetic recording, and digital technique.
 - 3.2 with regard to trading in the original copy or copies on which the Works have been recorded - marketing, lending, or rental of the original copy or copies;
 - 3.3 with regard to dissemination of the work in a manner other than stipulated in item 3.2 - public performance, exhibition, displaying, and publicly sharing the Work in such manner that every person can have access thereto in the place and time chosen by them, including but not limited to Internet or other informatic networks in any manner, system, standard and format, both when the recipient decides about the place and time of access and when he does not decide about the place and time of access, including in particular the use on websites or social networks, also any type of dissemination via mass media.
4. The license is granted for an indefinite period. Its termination is possible after 10 years and for important reasons only. If the important reason is a violation **of** the license terms

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- by the Ordering Party, the Contractor shall previously request the Ordering Party to cease the infringement, setting the adequate time limit to do so. Termination period amounts 5 years. The license does not contain the right for Ordering Party to sublicense.
5. Upon granting the license to the Work, the Ordering Party may modify the Work in the scope depending on the Ordering Party.
 6. In case the Contractor provides the Ordering Party with software necessary for the proper utilization of the chopper, the Contractor will grant or transfer to the Ordering Party the license ~~for to use~~ such software, ~~which shall be one of without the "open source" licenses. The Ordering Party will use requirement for the software under Contractor to disclose the terms and conditions stipulated in-source code of such license~~ software.
 7. The Contractor hereby grants its consent to the Ordering Party's ability to photograph or record the subject of the Agreement, in particular the devices, and to the use of photos or movies for promotion of the Ordering Party and the NSRC SOLARIS in the press, radio, and television and on the Internet, especially on the website of the Ordering Party and the SOLARIS, and in social media of the Ordering Party and the SOLARIS.

Answer of the Ordering Party to the modification 7 proposed by the Contractor:

The Ordering Party accepts the proposal in wording as follows:

§ 14

INTELLECTUAL PROPERTY

1. The Contractor declares that to the best of its knowledge, the performance of its obligations hereunder does not violate intellectual property rights of third parties.
2. The Contractor shall have responsibility for and shall repair damage resulting from any violation of copyright, patent rights, or other intellectual property rights which may result from the implementation hereof and which does not result from the fault of the Ordering Party, including but not limited to the delivery of the subject hereof (the chopper) not violating above stipulated rights.
3. In the case of works created and delivered hereunder, whether delivered in hard copy or electronically, including but not limited to technical documentation (hereinafter referred to as the "Works") even if they consist of a Confidential information of the Contractor (§13), the Contractor, as part of the remuneration, as of the date of accepting the Work by the Ordering Party, grants the Ordering Party a non-exclusive, worldwide license to the Work in the following fields of exploitation:
 - 3.1 with regard to recording and reproduction of the Works - production of copies of the Works by specific technique, including but not limited to printing, reprographic, magnetic recording, and digital technique.
 - 3.2 with regard to trading in the original copy or copies on which the Works have been recorded - marketing, lending, or rental of the original copy or copies;
 - 3.3 with regard to dissemination of the work in a manner other than stipulated in item 3.2 - public performance, exhibition, displaying, and publicly sharing the Work in such manner that every person can have access thereto in the place and time chosen by them, including but not limited to Internet or other informatic networks in any manner, system, standard and format, both when the recipient decides about the place and time of access and when he does not decide about the place and time of access, including in particular the use on websites or social networks, also any type of dissemination via mass media.
4. The license is granted for an indefinite period. Its termination is possible after 10 years and for important reasons only. If the important reason is a violation of the license terms by the Ordering Party, the Contractor shall previously request the Ordering Party to cease the infringement, setting the adequate time limit to do so. Termination period amounts 5 years. The license does not contain the right for Ordering Party to sublicense.
5. Upon granting the license to the Work, the Ordering Party may modify the Work in the scope depending on the Ordering Party.

6. In case the Contractor provides the Ordering Party with software necessary for the proper utilization of the chopper, the Contractor will grant or transfer to the Ordering Party the license to use such software, without the requirement for the Contractor to disclose the source code of such software.
7. The Contractor hereby grants its consent to the Ordering Party's ability to photograph or record the subject of the Agreement, in particular the devices, and to the use of photos or movies for promotion of the Ordering Party and the NSRC SOLARIS in the press, radio, and television and on the Internet, especially on the website of the Ordering Party and the SOLARIS, and in social media of the Ordering Party and the SOLARIS.

VIII. Modification 8 proposed by the Contractor:

The Contractor proposed to cross out the § 15 (all sections) of the AGREEMENT'S TEMPLATE.

Answer of the Ordering Party to the modification 8 proposed by the Contractor:

The Ordering Party does not accept crossing out the § 15 of the AGREEMENT'S TEMPLATE.

IX. Modification 9 proposed by the Contractor:

The Contractor proposed to change §16 of the AGREEMENT'S TEMPLATE as follows (the proposed modifications were marked in red):

**§16
MISCELLANEOUS**

1. The invalidity of one or several provisions of the Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions hereof.
2. The Parties shall resolve disputes, which may arise in connection with the implementation of the Agreement, in an amicable way. If it is impossible to reach an agreement in the manner set out in previous sentence, all disputes arising hereof shall be examined by the ~~Polish court competent for the seat of the Ordering Party.~~ a German court under German law.
3. In all matters not covered by this Agreement provisions of the ~~Polish~~ German law shall apply, ~~in particular the provisions of the Civil Code (consolidated text Journal of Laws of 2022, item 1360 as further amended).~~
4. The Ordering Party's information clause regarding the processing of personal data constitutes an appendix to this Agreement. The Contractor undertakes to provide this information to the persons affected by the clause.
5. The Agreement was drawn up on the terms specified in Art. 78 and 78¹ of the Civil Code, i.e. with qualified or handwritten signatures by authorized representatives of both Parties, and if it has been concluded in writing, in four (4) counterparts, one (1) of each language version for each of the Parties.
6. All changes and supplements to this Agreement shall be made exclusively in written or electronic form as provided in item 5 above, else being null and void. The Agreement, changes and supplements to it must be signed by the duly authorized representatives of both the Ordering Party and the Contractor.
7. This Agreement has been drawn up in Polish and English. In any discrepancies between language versions ~~Polish~~ English version prevails.

Answer of the Ordering Party to the modification 9 proposed by the Contractor:

The Ordering Party accepts the changes partly.

Paragraph 16 is amended as follows:

**§16
MISCELLANEOUS**

1. The invalidity of one or several provisions of the Agreement shall not affect the validity of the Agreement in its entirety, in which case the Parties shall replace the invalid provision with a provision consistent with the purpose and other provisions hereof.
2. The Parties shall resolve disputes, which may arise in connection with the implementation of the Agreement, in an amicable way. If it is impossible to reach an agreement in the manner set out in previous sentence, all disputes arising hereof shall be examined by the Court competent for the seat of the defendant.
3. In all matters not covered by this Agreement provisions of the German law shall apply in case of a Contractor with a place of residence or registered office outside the territory of the Republic of Poland. In case of a Contractor with a place of residence or registered office within the territory of the Republic of Poland, Polish law shall apply.
4. The Ordering Party's information clause regarding the processing of personal data constitutes an appendix to this Agreement. The Contractor undertakes to provide this information to the persons affected by the clause.
5. The Agreement was drawn up on the terms specified in Art. 78 and 78¹ of the Civil Code, i.e. with qualified or handwritten signatures by authorized representatives of both Parties, and if it has been concluded in writing, in four (4) counterparts, one (1) of each language version for each of the Parties.
6. All changes and supplements to this Agreement shall be made exclusively in written or electronic form as provided in item 5 above, else being null and void. The Agreement, changes and supplements to it must be signed by the duly authorized representatives of both the Ordering Party and the Contractor.
7. This Agreement has been drawn up in Polish and English. In any discrepancies between language versions English version prevails in case of a Contractor with a place of residence or registered office outside the territory of the Republic of Poland. In case of a Contractor with a place of residence or registered office within the territory of the Republic of Poland, Polish version prevails.

Sincerely
Mirosław Wolak