



# GENERAL TERMS AND CONDITIONS OF SERVICES

## ENETECs sp. z o.o.

Company Name: **Enetecs sp. z o.o.**  
**Puszkarska 7K, 30-644 Kraków**  
**NIP 6832105801**  
**KRS 0000791839**  
**REGON 383681032**

Study title: **General Terms and Conditions**

<b>Revision</b>	<b>2</b>	<b>15.05.2023</b>
	<b>Full Name</b>	<b>Signature</b>
<b>Issued by:</b>	Tomasz Poździk	
<b>Approved by:</b>	Jakub Stankiewicz	

## **I. Definitions**

The expressions used in this document shall have the following meaning:

1. ENETECS – shall mean ENETECS Sp. z o.o., a limited liability company with its registered office in Kraków, ul. Puskarska 7K, 30-644 Kraków, entered into the National Court Register – the Register of Entrepreneurs maintained by the District Court for Kraków-Śródmieście in Kraków, the 12th Commercial Division of the National Court Register under number KRS: 0000791839.
2. Client – a natural or legal person that places the order for Services offered by ENETECS.
3. Price – the value specified in the Order which the Client is obliged to pay ENETECS for the ordered Services.
4. Services – the services consisting of specialist design offered by ENETECS.
5. Written form – for the purposes of this document, it shall be interpreted as the statement of will made by the Parties in a written form or a documentary form interpreted as an e-mail message sent via electronic mail by authorised persons.
6. GTCS – these General Terms and Conditions of Service. They constitute an integral part of the offer by ENETECS designated as “final” and of the Order if the Parties do not expressly agree on other provisions in a written form.
7. Parties – the Client and ENETECS jointly.
8. Force Majeure – a sudden and unpredictable event that cannot be controlled by ENETECS and that occurs after placing the Order, which event precludes the performance of the obligations arising from the Order by ENETECS. Such events may include in particular natural disasters, wars, revolutions, epidemics, state of epidemic threats, hacking attacks, declared general strikes, roadblocks, embargoes imposed, energy blackouts (of which regional blackouts), and actions by authorities or public administrations.
9. Order – shall mean the agreement concluded in a written form by and between the Client and ENETECS through accepting the offer of ENETECS by the Client.
10. Documentation - shall mean any and all designs, drawings, diagrams, descriptions, lists, procedures, specifications, as well as any other documents concerning the Service which ENETECS is obliged to prepare and submit to the Client under the Order.

## **II. Applicability of the GTCS**

1. These GTCS shall apply to all contractual obligations entered into by ENETECS and the Client if it is not agreed otherwise in a written form.
2. Upon the placement of the Order by the Client, these GTCS shall be deemed recognised by and binding upon the Client also for future transactions.

3. Any deviating, conflicting or supplementary terms and conditions of the Client shall be valid only

in the event of their unambiguous and written approval by ENETECS.

4. Any amendments and additions to the Order shall be made in writing. Any agreements and legal declarations of the parties shall require written confirmation by ENETECS.

### **III. Offers**

1. The Client's declaration shall be deemed to be an acceptance of the offer by ENETECS only if it is fully consistent with the offer by ENETECS.

2. The Agreement shall only become effective when ENETECS confirms the Order or the assignment in a written form or (ii) commences the provision of the Service.

3. If ENETECS does not respond to the Client's counter-offer, it shall under no circumstances constitute a declaration of its approval by ENETECS.

### **IV. Price and terms of payment**

1. The price and its payment term shall be specified in the Order. The payment term shall commence on the date of issuing an invoice.

2. The Prices shall be increased by the VAT in compliance with the applicable regulations.

3. The payment of the Price shall be made by transfer to the bank account of ENETECS indicated in an invoice. The payment date shall be deemed to be the day when the account of ENETECS is credited.

4. If the Client delays the payment of the Price or its part for 15 days, ENETECS – after prior written notice – shall have the right to suspend the fulfilment of such an Order until the Client has paid all amounts due, together with any possible interest. In such cases, ENETECS shall not be liable for any delays in the fulfilment of the Order and shall not be liable for any damages incurred by the Client on this account. ENETECS shall be entitled to transfer its claim for the Price to a third party without the Client's consent.

5. The Client shall not be entitled to set off any of its receivables due from ENETECS against the Price or any part thereof.

6. If ENETECS suspends the fulfilment of the Order due to the Client's delay in payment, the Client shall reimburse ENETECS for all costs incurred by ENETECS resulting from such suspension.
7. If the delay in payment of any part of the Price exceeds 60 days, ENETECS shall be entitled to terminate the Order with immediate effect while retaining the right to remuneration for the completed scope of the Order.
8. Unless otherwise stipulated in the Order, the Price shall not include the cost of provision of insurance policies by ENETECS other than those presented with the offer, as well as contractual securities such as e.g. guarantee bond, performance bond, performance bond.

## **V. Detailed terms and conditions for the fulfilment of Order**

1. The completion schedule constituting a critical element of the Order shall specify the Parties' obligations, the observance of which shall enable the completion of the subject matter of the Order within the agreed time limit.
2. If the Client has any delays in meeting any of the deadlines specified in the schedule, it shall result in a corresponding extension of the deadlines for ENETECS.
3. Until the freezing date, the Client shall be entitled to modify the input data. Unless otherwise agreed by and between ENETECS and the Client in the schedule, the freezing date for a particular documentation package shall be 3 weeks prior to the date agreed by the Parties for the delivery of such a documentation package. The provision of input data after the freezing date as well as its modification after the freezing date, even in part, shall entitle ENETECS to an extension of the time limit for the fulfilment of the Order, as well as to additional remuneration.
4. The documentation shall be prepared by ENETECS:
  - a) in the editable form in order to enable the comments by the Client;
  - b) and in the final form after making any possible remarks and comments made by the Client.
5. The delivery and approval of the Documentation shall be in compliance with the terms and conditions stipulated in the Order.
6. After the Documentation has been provided by ENETECS, the Client shall, within 7 days, verify its completeness and correctness as well as shall approve it or submit comments.
7. If the Client does not submit a comment within 7 days of receiving the Documentation, the Documentation delivered shall be deemed completed and approved.
8. If comments are made, ENETECS and the Client shall agree on the necessary changes to be made to the Documentation.
9. If the Client does not approve the subject matter of the Documentation by the agreed deadline for the reasons attributable to the Client, ENETECS shall be entitled to unilaterally

approve the Documentation and issue an invoice for the value relevant to the Documentation approved.

10. The Client shall not be entitled to refuse to approve the Documentation if it has been prepared in compliance with the Order.

11. If only a part of the Documentation is approved, ENETECs shall have the right to issue an invoice for the Documentation delivered for the corresponding part of the Price.

12. The approval of the Documentation as well as the resulting invoices issued by ENETECs shall not be unreasonably hindered by the Client, especially given the requests made by the Client to ENETECs for modifications to the subject matter of the Order. In such a case, ENETECs shall be entitled to issue an invoice reflecting the value of the Services provided, together with any additional costs incurred by ENETECs as a result of the impediments caused for the reasons attributable to the Client.

13. In the event of any impediments to or delays in the fulfilment of the Order for the reasons attributable to the Client or the Client's business partners resulting in the increase in the quantity or duration of the Services:

- a) ENETECs shall inform the Client of the circumstances and probable effects.
- b) The time for the completion of the Services shall be increased accordingly.
- c) The Client shall reimburse ENETECs for any costs arising from the impediments or delays.

14. It is anticipated that the Client's commissioning work shall be completed in accordance with the mutually agreed schedule and that – within the time limit set out in that schedule – the Client shall provide ENETECs with “red pen” drawings so that ENETECs can update the Documentation (as-built documentation). If the delivery of the “red pen” drawings is delayed by the Client by 2 months, ENETECs shall be entitled to claim the remaining part of the Price. In such a case, the as-built documentation shall be prepared by ENETECs within 2 months of delivering the “red pen” drawings by the Client.

## **VI. Force Majeure**

1. ENETECs shall not be liable for the failure to fulfil or the improper fulfilment of the Order due to Force Majeure.

2. If ENETECs is unable to fulfil the Order due to the occurrence of Force Majeure, this shall not be considered a breach of the agreement and all contractual deadlines shall be extended

by the relevant reasonable period. The foregoing shall also apply if any performance by a third party is delayed in relation to ENETECs as a result of Force Majeure.

3. If the Client suspends the fulfilment of the Order due to the occurrence of Force Majeure, ENETECS shall be entitled to claim the reimbursement from the Client for all reasonable costs resulting from such suspension.

## **VII. Liability**

1. The total liability of ENETECS arising from the Order shall be limited to 50% of the Price of such an Order.
2. Under no circumstances shall ENETECS be liable for lost profits, indirect or consequential damages, including but not limited to loss of production, financing costs, loss of data or information, costs of replacement power, loss of the possibility to operate, loss of expected savings, increase in operating costs, damage to Client's business partners.

## **VIII. Guarantee**

1. ENETECS shall give a 24-month quality guarantee for the Services provided unless a different guarantee period has been agreed upon in the Order.
2. The guarantee period shall be calculated from the date of final approval of the subject matter of the Order by the Client or from the date when the subject matter of the Order was to be received by the Client in accordance with the deadline specified in the Order.

## **IX. Confidentiality of information**

1. Any confidential information which shall mean in particular any technical, commercial, financial and cost-related information provided in connection with the Order in a written form or on an electronic medium shall not be communicated to any third parties, published or disclosed in any other manner.
2. ENETECS shall be entitled to make the Client's confidential information available to its contractors, representatives or other entities, solely for the purpose of fulfilling the Order.
3. Notwithstanding the provisions of point 2, the disclosure of the confidential information shall be possible only upon the order of a court or other authorised state authority when required by the law, provided that the written notification is sent to the other Party in advance and that every effort is made to secure the confidential information in connection with the fact of such a disclosure.
4. Publicly available information lawfully obtained from third parties and information developed independently.

5. The conclusion of the Order, as well as its termination for whatever reason, shall not limit ENETECS in any way in its ability to provide the Services to other entities carrying out works related to the investment to which such an Order is related.

## **X. Intellectual Property Rights**

1. ENETECS undertakes to provide the Documentation described in the Order.
2. ENETECS represents and warrants that ENETECS shall own the author's economic rights to the Documentation and that such rights shall not be limited or encumbered by the third parties' rights.
3. As of the date of payment of 100% of the Price for the Order, ENETECS shall transfer the author's economic rights to the Client without limitations as to the time and place of using the Documentation in all areas of use known at the time of signing the Order. Until that time, the sole owner of the Documentation shall be ENETECS.
4. The transfer of the author's economic rights without limitations as to time and place shall include in particular the following individual areas of use:
  - d) using the Documentation as a basis to complete – once or several times – buildings/structures/facilities/infrastructure/installations/design solutions, etc. which are the subject matter of the Documentation, as well as for their subsequent operation, maintenance, alteration, modernisation and renovation;
  - e) recording the Documentation on any and all data carriers known at the time of signing the Order and by any technique known at the time of signing the Order;
  - f) reproducing the Documentation by any technique known at the time of signing the Order on any and all data carriers known at the time of signing the Order;
  - g) marketing the original or copies of the Documentation in any form and without any restrictions;
  - h) entering the Documentation into the computer memory;
  - i) entering the Documentation into and distributing it via a computer network, of which the Internet and intranet;
  - j) leasing and lending;
  - k) using the Documentation for the purposes of obtaining permits and other administrative decisions and making submissions to competent administrative and regulatory authorities,
  - l) using the Documentation in the course of tenders.
5. The transfer of the author's economic rights also includes the permission to dispose of and exercise dependent copyright and the authorisation for the Client to allow third parties to dispose of and exercise dependent rights in the areas of use listed in point 4. hereinabove.

6. Until the payment of 100% of the Price for the Order to ENETECS, upon the approval of the Documentation by the Client, ENETECS shall grant the Client the licence to use the transferred Documentation in the areas of use listed in point 4. hereinabove.

## **XI. Entire Agreement between the Parties**

The Order together with these GTCS shall constitute the entire agreement between the Parties with respect to its subject matter and shall supersede all prior representations, offers, agreements, understandings and arrangements made by and between the Parties both in an oral and written form.

## **XII. Final provisions**

1. If there are any differences between these GTCS and the content of the Order, the terms and conditions stipulated in the Order shall prevail. The termination of the Order shall not affect the Parties' rights and obligations arising in connection with the confidentiality of the information concerning the Order, proprietary rights to the Documentation as well as the Client's obligation to pay the remuneration due to ENETECS.
2. These GTCS or the Order shall be interpreted and executed in compliance with Polish law.
3. Any possible disputes or claims arising between the Parties in connection with the content of the Order or its performance that the Parties have not been able to resolve by agreement within 30 days of the commencement of such a dispute shall be settled by the Polish court of general and factual jurisdiction over the registered office of ENETECS.
4. The transfer by the Client of the rights or obligations arising from the Order to a third party shall require the prior written consent given by ENETECS, otherwise null and void.
5. The relevant provisions of the Civil Code<sup>2</sup> and other generally effective provisions of the law of Poland shall be applicable to all cases not provided for in the Order or the GTCS.
6. These GTCS shall become effective on 15.05 2023.

## **XIII. Amendments to GTCS**

These GTCS may be amended by ENETECS at any time. The amendments to the GTCS shall not apply to the Orders effectively placed prior to their entry into force.

**enetecs**  
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TECHNOLOGIES

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