

# **ISTRANA**

## **ENGINEERING CONSULTANCY SERVICES**

in the scope of T5 TERMINAL PROJECT  
IN GDANSK

### **Schedule 2 - Request for Proposals**

### **General and Particular Conditions**

CONTRACT NO: XXXX

EFFECTIVE DATE: DDMMYYYY

**SCHEDULE: GENERAL AND PARTICULAR CONDITIONS****General Conditions**

The General Conditions applicable to the Agreement shall be the General Conditions of the Client / Consultant Model Services Agreement, published by International Federation of Consulting Engineers (FIDIC) Fourth Edition (2006).

**Particular Conditions**

References from Clauses in the General Conditions

<b>FIDIC Clause</b>	<b>Brief Description</b>	<b>Applicable Provisions / Modifications</b>
<b>1.1</b>	<b>Definitions</b>	
1.1.2	The Project is	Engineering Consultancy Services for Project T5, Gdansk, Poland.
APC 1.1.7a	The Client's Representative	"Client's Representative" shall mean Stephen Abraham– Head of Projects and Civil Engineering and Lech Paszkowski – Port Development Director or any other person indicated to the Consultant by the Client in writing.
APC 1.1.7b	The Consultant's Representative	"Consultant's Representative" shall mean ..... or any other person indicated to the Client by the Consultant in writing.
APC 1.1.8a	The Key Personnel	"Key Personnel" shall mean the persons holding the positions in tables in points 5 of Appendix 1 assigned by the Consultant to carry out the Services.
APC 1.1.8b	The Team Performing the Project	"Team Performing the Project" shall mean the Consultant, Other Consultants and Contractors.
APC 1.1.8c	The Other Consultants	"Other Consultants" shall mean other consultants employed by the Client for the purpose of provision of assistance in the scope of planning, designing, preparation and construction of the Project, including without limitation the Contract Engineer.
APC 1.1.8d	The Contract Engineer	"Contract Engineer" shall mean an entity fulfilling, on behalf of the Client, the function of the investment supervision inspector, engineer for the contract concluded by the Client with the Contractor.
APC 1.1.8e	The Contractor	"Contractor" shall mean the contractors employed by the Client in connection with construction works related to the Project.
1.1.10	Commencement Date	29.07.2024
1.1.11	Time for Completion	29 months
1.1.12a	The Business Day	"Business Day" shall mean a day of the week, excluding Saturdays, Sundays and days legally free from work.

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APC 1.1.17	The Occupancy Permit	"Occupancy Permit" shall mean all final decisions on allowing to occupy the Project.
APC 1.1.17	The Warranty Period (see: as referred to in APC 6.2)	"Warranty Period" shall mean the period commencing on the day of the issuance of Taking-over Protocol (according to APC 2.9 a) and expiring 36 months after completion of construction works.
APC 1.1.18	The Documentation	"Documentation" shall mean, contract documents, reports and other documents prepared by the consultant as part of provision of the Services or on any other basins in connection with the Project.
APC 1.1.19	The Statutory Requirements	"Statutory Requirements" shall mean any and all provisions, regulations, decisions and standards applicable to or in connection with the Project or the performance by the Parties hereto of the obligations hereunder.
APC 1.1.20	The Confidential Information	"Confidential Information" shall mean any and all information and data related to the Client and disclosed by the Client (directly or indirectly) to the Consultant, regardless of the form thereof or the manner of disclosure thereof, including but not limited to: (a) any and all information related to the Client's trade secrets, (b) any and all information related to the services, lists of clients or recipients and their documentation, present or predicted requirements of clients or recipients, lists of salesmen and suppliers and their documentation, price-lists, market research, business plans and business possibilities, c) any and all information related to the Client's activities and its issues, assets and liabilities, financial statements, both past and present, financial prognoses and past budgets, present and predicted sales figures, budgets of capital expenditure, prognoses, strategic plans, marketing and advisory plans, publications, agreements, names and data of key staff and techniques for staff training, names and contact data, (d) any and all confidential information possessed by the Client related to third parties, (e) any and all notes, information memoranda, presentations, analyses, research, summaries, interpretations and any other materials prepared by the Client's advisors insofar as they contain, are based on or refer to the information described in subpoints (a) - (d) above or any other information and data related to the Client.
APC 1.a	APC means	Added Particular Condition, meaning Particular Condition not specifically referring to any General Condition
APC 1.b	Including means	Including without limitation
1.2.3	Priority of documents	In deviation of General Conditions 1.2.3, the following applies:  The documents forming the Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the

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		<p>priority of the documents shall be in accordance with the following sequence:</p> <ul style="list-style-type: none"> <li>a. The Contract Agreement (Schedule 1)</li> <li>b. APCs</li> <li>c. The Particular Conditions</li> <li>d. The General Conditions</li> <li>e. The Appendices 1-4</li> <li>f. Appendix 5</li> </ul>
1.3	Language for Communications	English and Polish
1.4	Language of the Agreement  Ruling language  Governing Law	English  English  Laws of Poland
1.6.2	Assignments and Sub-contracts	<p>Delete and replace with:</p> <p>The Client may at any time without the consent of the Consultant, assign or transfer all or any of its obligations, rights or benefits.</p> <p>The Consultant shall not, without the prior written consent of the Client, assign all or any of its obligations, rights or benefits under or pursuant to the Agreement. The Client shall give consent to subcontract the Services under conditions set forth in clause 1.6.3.</p>
1.6.3	Assignments and Sub-contracts	<p>Delete and replace with:</p> <p>The Consultant shall not subcontract any of the Services except with the prior written consent of the Client.</p> <p>The Client may not refuse to give consent to the foregoing, if all of the following conditions are met:</p> <ul style="list-style-type: none"> <li>a) the total value of works assigned by the Consultant to subcontractors does not exceed 20 % of the amount of the total fees specified: <ul style="list-style-type: none"> <li>- in table C4 of the Appendix 3 – Fees for Construction Stage Services</li> </ul> </li> <li>b) the subcontractor guarantees the proper performance of the assigned works</li> <li>c) the Consultant shall present the Client with the final draft of the agreement with the subcontractor covering the following issues: <ul style="list-style-type: none"> <li>– the detailed scope of the works assigned to the subcontractor;</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>– the amount of the fee due to the subcontractor which is not higher than the value of the same scope of Services assigned to the Consultant by the Client hereunder,</li> <li>– time limits for performance of works by the subcontractor,</li> <li>– the subcontractor's declarations set out in point 5 of Schedule 1 hereof in the scope appropriate for the scope of works assigned to the subcontractor, including without limitation a declaration on the possession by the subcontractor of knowledge, licences, qualifications and skills necessary for proper performance of the said works.</li> </ul> <p>The Consultant shall be liable to the Client for any actions or omissions of its subcontractors as if they were its own actions or omissions, which means in particular that the Consultant may not be released from liability towards the Client for non-performance or undue performance of the obligations hereunder by indicating that the said non-performance or undue performance was caused through the fault of the subcontractor.</p> <p>The Consultant shall include the following documents regarding subcontractors while applying for any due payments:</p> <ul style="list-style-type: none"> <li>a) copies of Vat invoices of subcontractors relevant for the period of payment with the copies of payment confirmations for the invoices and with the statements of subcontractors that all their claims for the period are fulfilled.</li> <li>b) taking-over protocols or equivalent documents between the Consultant and subcontractors with all possible relevant settlement documents for works carried out for the period of payment</li> <li>c) general confirmation of all subcontractors that all their claims are fulfilled and they are not going to submit any claims in future as to their works regarding the Project (this regards the last due payment only)</li> </ul> <p>Lack of any the above mentioned documents or non-conformity of the documents with the Agreement shall entitle the Client for non-payment for the Consultant.</p>
1.7.1	Copyright	<p>Delete and replace with:</p> <ol style="list-style-type: none"> <li>1. The Consultant shall assign to the Client the ownership to the carriers on which the Documentation was recorded, save that the Consultant may keep one copy of all documents prepared by the Consultant as part of the performance of the Services for registry purposes.</li> </ol>

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		<p>2. The Consultant shall assign to the Client economic copyright in the Documentation on the following fields of exploitation ("Fields of Exploitation"):</p> <ul style="list-style-type: none"> <li>- using the Documentation for the purpose of preparation of the design documentation, construction and expansion of the Project;</li> <li>- using the Documentation for the purpose of carrying out renovation works in the Project and maintaining them in proper technical condition,</li> <li>- using the Documentation for advertising, promotional and marketing purposes, in particular for the purpose of promoting the Client's activities,</li> <li>- using the Documentation for the purpose of introducing further changes in permissions granted for the Project,</li> <li>- recording,</li> <li>- reproduction by print, with the use of reprographic equipment and digital techniques,</li> <li>- saving in the digital form, entering and recording the Documentation in computer memory,</li> <li>- introduction of the Documentation into information networks, in particular the Internet, for the purpose of making available the Documentation in said networks, to make access thereto at any place and time,</li> <li>- making it available, in particular putting it up and making it available in mass media,</li> <li>- distribution of copies of the Documentation,</li> <li>- lending, hiring or leasing the originals of the Documentation or copies thereof;</li> </ul> <p>both in Poland and abroad, save that the assignment of copyright in each work constituting a part of the Documentation shall be effected automatically at the time of the hand-over of the Documentation to the Client, without a necessity for any Party to make separate declarations in this scope,</p> <p>3. The Consultant hereby gives irrevocably its consent to and assigns to the Client a right to give further consent to making any changes, amendments, remakes, modifications, translations and adaptations of the Documentation and any and all documentation related thereto on all Fields of Exploitation ("Derivative Works") and to using the said Derivative Works. The Parties confirm that the economic copyright in the Documentation and Derivative Works shall constitute exclusive property of the Client on all Fields of Exploitation and hereby give consent to the Client's disposal of both the Documentation and Derivative Works and using them at the Client's own discretion in its economic activity only for</p>

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		<p>the purpose of designing, performance, exploitation, reconstruction or modernisation of the Project.</p> <p>4. The Consultant declares and undertakes to ensure the Client that the Documentation worked out as part of the provision of the Services shall be the result of its original creativity and shall violate no third party rights.</p> <p>5. The Consultant shall indemnify and hold the Client harmless, under Article 392 of the Polish Civil Code, in the event that any claims are pursued against the Client in connection with breach of any copyright, a patent, a registered design, a trademark, a trade name or any other intellectual or industrial property rights if the said claim or proceedings are connected with the Documentation.</p> <p>6. In the event that any part of the Documentation contains an invention, utility model, industrial design, geographic location, mask works or any other solution/technology protected under law, including under the provisions of the Polish Industrial Property Right Law of 30 June 2000 or an international agreement, the Consultant shall notify the Client in writing at the time of the delivery of the Documentation for the review by the Client.</p> <p>7. The remuneration for assignment of economic copyright, the property right in carriers on which the Documentation was recorded, granting approvals and permits and performance of the other obligations of the Consultant is included in the full in the payments for the Services as in Appendix 3. Thus, the Consultant hereby gives consent to the Client's disposing and using, in the scope as defined in the Agreement, the Documentation and the Derivative Works without any additional remuneration to the Consultant.</p> <p>8. In the event of expiration of the Agreement for any reason whatsoever, including termination of the Agreement by either Party, the Client shall retain any and all rights acquired by it under this point. In the said event, the Client shall be entitled to indicate a third party authorised to exercise project architect's supervision.</p>
1.8	<p>Notices</p> <p>Client's address</p>	<p>Istrana Sp. z o.o.</p> <p>ul. Kontenerowa 7</p> <p>80-601 Gdansk</p> <p>Polska</p>

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	Email  Consultant's address  Email  Telephone number	[office@istrana.pl]  [xxx]  [xxx]  [xxx]
1.8.1.	Serving the Notices under the Agreement	Notices to be served under the Agreement shall be delivered in an e-mail form and shall be deemed effective since delivery of the e-mail. The hard copy is not required.
1.9.1	Publication	Delete and replace with:  The Consultant, either alone or jointly with others, shall not in any manner publish material relating to the Services or make public reference to the Client or the Project or attribute any information in the press or for advertising or promotional purposes at any time without Client's prior written approval.
APC 2.a	Review Engineer	The Client may appoint an independent review engineer. The duties of the review engineer will include, but not be limited to, monitoring and reviewing the work of the Consultant, and advising the Client on principal engineering matters. The Consultant shall cooperate with the review engineer and make submissions to him when requested by the Client. Any involvement by the review engineer shall not relieve the Consultant of any responsibility or liability.
2.1.1.	Information	Add at the end:  The Client shall also make available to the Consultant all materials, studies and documents possessed by it, necessary for proper performance of the subject hereof by the Consultant. In connection with the declarations and assurances of the Consultant set out in clause 5.5. and 5.6. of the Schedule 1 the Client's decision whether or not to make available to the Consultant such materials, studies or documents shall not affect the scope of the Consultant's liability towards the Client in the event of non-performance or undue performance of the Services.

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2.2.1.	Decisions	Add at the end:  While submitting a request for the Client's decision, the Consultant shall present the Client with a written recommendation related to the decision.
2.3.1	Assistance	Replace "...the Client shall do all in his power to assist in: ..." with "... the Client shall, acting reasonably, assist in: ..."
2.4	Client's Financial Arrangements	Delete in its entirety.
2.7.1.	Client's representative	Add at the end:  The Client's representative shall be fully entitled to act on behalf of the Client in all issues related to the Services.
APC 2.9a	Taking-over protocol	Within 3 months after providing last set of Documentation within the Services, the Client shall check completeness of all the Documentation provided by the Consultant and inform the consultant on any reservations and remarks to the Documentation.  The Client may make reservations or remarks on earlier stages (before provision of the last set - according to APC 4.2.2).
APC 3.a	Health and Safety	The Consultant shall be aware that the Client considers health and safety to be of paramount importance. The Consultant shall therefore take all measures to minimise, and where possible, eliminate safety risks. This includes, but not limited to, safety consideration in the design of the facilities.
APC 3.b	Foreign Trade Controls	To the extent any goods, software and/or technology "Items" procured by Client under this Agreement are subject to the export/re-export control laws and regulations of the United States, the European Union, the United Nations or any other country, the Consultant shall, upon placement of an order by the Client under this Agreement endeavour to obtain from the manufacturer or supplier of such Items, and once received, provide in a form satisfactory to Client a certification of the specific export/re-export control classification number or other relevant means of classification. Consultant shall further identify the country of manufacture/production of all items delivered and whether 10% thereof comprises components or other content made/produced in the United States. The Consultant shall maintain all documentation

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		required under all relevant foreign trade control laws and regulations, and shall provide the same to Client without delay at Client's reasonable request.
APC 3.c	No right of retention	The Consultant has no right of retention and shall, if the Client so demands, without delay hand over to the Client any documents, including but not limited to models, catalogues, databases, computer files and all other items of all types prepared by the Consultant in connection with the performance of this Agreement and also in the event of any dispute or claim by the Consultant under this Agreement.
APC 3.d	Additional regulatory compliance covenants and remedies	<ol style="list-style-type: none"> <li>1. The Consultant warrants that all responses and related information it has given to the Client's regulatory compliance questions prior to execution of this Agreement are clarified, and undertakes that answers to all such subsequent questions shall be, accurate and complete.</li> <li>2. The Consultant shall save, indemnify, defend and hold harmless the Client and its group from all fines, penalties and all associated expenses arising out of or resulting from the violation by the Consultant of any of its regulatory compliance obligations associated with Clauses APC 3.b and APC 3.d.1 above.</li> <li>3. The Client may terminate the Agreement and recover from the Consultant the amount of any loss or damage resulting from such a termination if any member of Consultant or its group commits an act which Consultant has undertaken not to commit as included in Clauses APC 3.b and APC 3.d.1 above, whether or not such act was committed before, on or after the date of this Agreement.</li> <li>4. If the Consultant breaches any of the regulatory compliance obligations associated with the foregoing provisions, the Consultant is fully liable, without any limitations, for any damages suffered by the Client arising from the breach.</li> </ol>
3.3.1	Duty of Care and Exercise of Authority	Delete and replace with: <ol style="list-style-type: none"> <li>a. The Consultant undertakes that he shall: <ol style="list-style-type: none"> <li>i. exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement;</li> <li>ii. provide the Services in accordance with the Agreement;</li> <li>iii. provide competent, experienced and suitably qualified personnel to perform the Services;</li> <li>iv. carry out its obligations under the Agreement properly and with due care and attention;</li> <li>v. protect the interests of the Client to the best of his knowledge; and</li> </ol> </li> </ol>

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		<ul style="list-style-type: none"> <li>vi. perform all Services with the above degree of skill and knowledge.</li> <li>b. The Consultant shall ensure that he will have, at all times, the information, all necessary licences and consents he requires for the execution of the Services at his disposal.</li> <li>c. The Consultant shall identify and report to the Client any issues that arise or become known during the performance of the Services and that may affect the Services, the Project, the Time Schedule of Services or may otherwise be deemed of material interest to the Client.</li> <li>d. Time is of the essence as to any performance dates or project milestones.</li> </ul>
3.3.2	Duty of Care and Exercise of Authority	Replace “the Consultant may” with “the Consultant shall”
3.5.1.	Consultant’s Personnel	<p>Add at the end:</p> <p>The Consultant shall ensure that the members of the Consultant’s personnel take part in the provision of Services in person.</p>
3.6.1.	Consultant’s Representative	<p>Delete and replace with:</p> <p>The Consultant shall delegate the Consultant's Representative for the purpose of ensuring due coordination of the performance of the Services to the Client.</p> <p>The Consultant's Representative shall be fully entitled to act on behalf of the Consultant in all issues related to the Services.</p>
3.6.2.	Consultant’s Representative	<p>Delete and replace with:</p> <p>The Consultant's Representative shall fulfil the function of the Client's representative in contacts with members of the Team Performing the Project in the scope of design issues and the project architect's supervision, in compliance with the detailed scope of the said powers stipulated for the Client's representative in relevant agreements with Contractors or granted to it under a separate power of attorney, save that insofar as in any Annexes hereto do not provide for otherwise, the Consultant shall not be entitled to:</p> <ul style="list-style-type: none"> <li>- make declarations of will on behalf of the Client or present itself as a person authorised to make such declarations of will,</li> </ul>

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		<p>including without limitation to sign any binding agreements with third parties in any form or to perform any other activities in the name of the Client without a detailed power of attorney granted to it by the Client in writing;</p> <ul style="list-style-type: none"> <li>- release any member of the Team Performing the Project from the obligations resulting from the assignments given to it.</li> </ul> <p>The Consultant shall not act on behalf of the Client in issues exceeding the scope hereof or present itself as a person authorised to act as aforesaid, unless it is given by the Client a written assignment to act in such a way.</p> <p>To the extent necessary for the performance hereof, as part of the fee, the Designer shall represent the Client before relevant authorities, including it shall take part in administrative or court and administrative proceedings. For this purpose the Client shall grant the Consultant or, in the event of administrative or court and administrative proceedings, a natural person delegated by the Consultant and approved by the Client relevant powers of attorney to act in such a way, provided that:</p> <ul style="list-style-type: none"> <li>- the Consultant shall not present the Documentation for approval to relevant authorities, unless the Documentation has been approved by the Client;</li> <li>- the Consultant shall make no decisions and accept no pecuniary obligations binding the Client without its prior consent;</li> <li>- the Consultant shall notify the Client of each and every contact with relevant authorities on behalf of the Client and shall present the Client with copies of correspondence with the said authorities immediately, but not later than within 7 (seven) days of the date of sending or receiving given correspondence</li> <li>- the final draft of the Documentation or any other documents shall be presented to the Client for approval at least 10 (ten) days prior to the date of the completion thereof. The same requirement shall apply to any and all activities undertaken by the Consultant on behalf of the Client in connection with the IProject before relevant authorities.</li> </ul>
3.7.1	Changes in Personnel	<p>In addition:</p> <p>The Consultant shall ensure that no member of the Key Personnel shall be replaced with any other person without written consent of</p>

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		<p>the Client. The Client may not refuse to agree to the foregoing without a justified reason.</p> <p>Replacement personnel must be of similar or greater experience and qualifications. Detailed CVs for all Key Personnel and their relevant emails contact details should be submitted. Individual CV's should be a maximum of 4 pages. The Client requires to attach provision of employment certificates. (Proceeding with respect to personnel in accordance with section 5.6. of the Request For Proposal).</p> <p>The Consultant must promptly replace any personnel who the Client considers is acting unreasonably, lacking sufficient competence and/or expertise and/or whose conduct the Client finds unsatisfactory.</p>
APC 3.8	Consortium	<ol style="list-style-type: none"> <li>1. If the Consultant is composed of the entities forming a consortium, the composition of such consortium shall not change during the term of the Agreement without the Client's prior written consent, except for the changes being the consequence of merger, division, transformation, bankruptcy or liquidation of any of the entities of the consortium.</li> <li>2. The entities of the consortium shall designate the consortium leader. The consortium leader shall be entitled to contract any obligations on behalf of the Consultant. The consortium leader shall be entitled to issue invoices to the Client and accept payments from the Client on behalf of the Consultant.</li> </ol>
APC 3.9.	Team Performing the Project and third parties	<p>In the scope of the issues related to the Services the Consultant shall provide the Client with any and all reasonable assistance in all disputes related to the Project with each member of the Team Performing the Project.</p> <p>The Consultant acknowledges that the Client shall conclude an agreement or agreements in connection with the financing of the performance and the construction of the Project. The Consultant shall take into account the Client's obligations towards third parties resulting from the afore-mentioned agreements in the scope related to the Project in which it is notified by the Client in writing or it is presented with copies or relevant fragments thereof. If, in the Consultant's opinion, taking into account the Client's obligations towards third parties affects the punctuality or the quality of the Services provided by the Consultant, the Consultant shall, immediately but not later than within 7 (seven) Business Days of the date of the receipt of the information or copies or fragments of agreements by the Client, notify the Client thereof and provide the Client with a relevant detailed justification. In the event that</p>

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		<p>the Client upholds its request that the Consultant take into account the Client's obligations towards third parties, the Consultant shall be released from liability for any damage caused as a result of meeting such a request. The same shall apply to the Client's obligations towards the insurer providing insurance cover for the Project.</p> <p>As part of the Services the Consultant shall be liable for ensuring coordination of the Services with other Consultants insofar as it is necessary for ensuring that the Project obtains an Occupancy Permit without a necessity to make any amendments to the designs prepared as part of the Services by the Consultant. The Consultant shall notify the Client of each event that any Other Consultant fails to cooperate with the Consultant within 5 (five) Business Days of the occurrence of a given event, otherwise the Consultant shall be held liable for the damage incurred because of a failure to cooperate.</p>
4.1.1	Effective Date	<p>Delate and replace with:</p> <p>The Agreement shall become effective from the date of its conclusion.</p>
APC 4.a	Security	<p>In case a specific area is classified and agreed by the Parties as a high travel risk area at the time of the visit as a result whereof the Consultant is restricted to travel, both Parties acknowledge that such an event shall be considered as changed circumstances.</p>
APC 4.2.2.	Delivery of Documentation	<p>The Consultant shall present the Client with the Documentation whose preparation constitutes a part of the Services, in sets at the time it considers the Documentation to be ready; however, in any event not later than within the time limits appropriate for this Agreement. The provision of an incomplete set of the Documentation shall be treated, till the date of the supplementation, as delayed delivery of a given set of the Documentation.</p> <p>The Documentation shall be collected within 14 (fourteen) days of the date of the delivery of a complete set of the Documentation by the Consultant to the Client. The Client shall notify the Consultant of the date of collection of the Documentation at least 2 days in advance.</p> <p>The collection of the Documentation by the Client shall only include the verification if the Consultant has provided all documents and drawings in the relevant form or any other required elements which should be delivered as a part of the Documentation in compliance with the Agreement. In the event that any formal lacks are found in the Documentation, the Client may refuse to collect it.</p>

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		<p>The Client shall not be obliged to check the quality of the Documentation during the collection thereof. For avoidance of any doubts, the Parties hereto agree that the collection by the Client of the Documentation presented in compliance with the procedure set out in this clause shall not constitute acceptance of the work without reservations as set out in Article 55 of the Polish Copyright and Related Rights Act.</p> <p>Save for the above, if the Documentation has any errors, lacks, ambiguities or non-compliances or if it has any other defects, the Consultant shall correct them in compliance with the remarks or comments made by the Client not later than within 10 (ten) Business Days of the date of receipt of the remarks or comments from the Client and shall present the Client with the Documentation again.</p> <p>The Consultant shall be fully liable to the Client for any and all damage caused in connection with the authority's refusal to give any permits or other administrative decisions or the annulment thereof because of any irregularities in the Documentation prepared by the Consultant or any delay in the issuance thereof because of imposing by the authority an obligation to remove irregularities in the Documentation.</p>
APC 4.2.4	Contractual penalty	<p>If the Consultant fails to perform any of the Services within the time limits defined in Request For Proposal – Table 1 or if any element of the Services is not corrected by the Consultant within the time limits defined in APC 4.2.2., the Client shall be entitled to require that the Consultant pay a contractual penalty in the amount of:</p> <p>(a) <b>700 PLN</b> (seven hundred) for each day of delay in the performance of the obligation mentioned in point 1 b from aforementioned Table 1 within the period of the first 14 (fourteen) days of the said delay;</p> <p>(b) <b>1200 PLN</b> (one thousand two hundred) for each day of delay in the performance of obligation mentioned in point 1 c from aforementioned Table 1 exceeding 30 (thirty) days of the said delay;</p> <p>save that the total liability of the Consultant towards the Client under contractual penalties shall be limited to 30% of the amount of the total fees specified in table C1 and C4 of the Appendix 3.</p> <p>The payment or set-off of the contractual penalties shall not release the Consultant from the obligation to perform the Services.</p>
4.3.2.	Changes	Delete entirely

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4.4.1	Delays	<p>Add at the end:</p> <p>For avoidance of any doubts, delays, which may be attributed to the Client in the meaning of clause 4.4.1. shall be deemed relevant only if the delays have impact on critical path of the Project.</p>
APC 4.4.2	Consultant's obligation to inform the Client	<p>The Consultant shall inform the Client according to clause 4.4.1 immediately, but no longer than in 5 Business Days under the pain of loss of the right to invoke to such remarks in a later date.</p>
APC 4.4.3	Concurrent Delays	<p>In case of concurrent delays (delays, which may be attributed to the Consultant and to the Client) the Consultant shall not be entitled to any rights resulting from clause 4.4.1 b). In such a case the Consultant shall be entitled to time claims according to clause 4.4.1 c) only if in the light of all relevant circumstances of the specific concurrent delay impact of the Client delay on critical path of the Project is significantly more relevant. The impact of such specific concurrent delay on time claims according to clause 4.4.1 c) shall be established according to all relevant circumstances.</p>
4.6.1	Abandonment, Suspension or Termination	<p>Delete and replace with:</p> <p>By the Client may withdraw from the Agreement with a four-week notice under a declaration submitted to the Consultant in writing. In the said event, the Client shall pay the Consultant any and all amounts that became due on the date of the delivery to the Consultant of the notice on withdrawal or prior to the said date for the Documentation collected by or delivered to the Client and for the Documentation performed but not handed-over by the time of the withdrawal herefrom, provided that the said Documentation is provided within 7 (seven) days of the date of withdrawal from the Agreement, if the Documentation was prepared in compliance herewith.</p> <p>The Consultant may withdraw from the Agreement in the event that the Client fails to pay a part of the fee within 28 (twenty-eight) days of the due date, despite prior notice to the Client informing it of the intention to withdraw from the Agreement, containing another 28 (twenty-eight) days for payment of the overdue fee. In the said event, the Client shall pay the Consultant any and all amounts that became due on the date of the withdrawal for the Documentation collected by or delivered to the Client and for the Documentation performed but not handed-over by the time of the withdrawal herefrom, provided that the said Documentation is provided within 7 (seven) days of the date of withdrawal from the Agreement, if the Documentation was prepared in compliance herewith.</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		<p>Following the withdrawal from the Agreement by the Client or the Consultant , notwithstanding the reasons therefor, the Consultant shall:</p> <ul style="list-style-type: none"> <li>- undertake, in cooperation with the Client and third parties, any and all measures necessary to facilitate organised, effective and timely hand-over of the Documentation and Services to the Client or any third party indicated by the Client, being in its possession or under its control in connection with the fulfilment by it of the function of the Consultant, including any and all correspondence or any other documents received following termination hereof;</li> <li>- at the Client's discretion: <ul style="list-style-type: none"> <li>▪ cease to provide the Services; or</li> <li>▪ shall continue providing the Services till the expiry of four weeks of the date of the notice on withdrawal, if the said notice was submitted.</li> </ul> </li> </ul> <p>Withdrawal from the Agreement, regardless of the reason therefor, shall be effected without prejudice to the rights or remedies of any Party in connection with negligence, omission or breach by the other Party prior to the date of the withdrawal.</p>
4.6.2	Abandonment, Suspension or Termination	Delete in its entirety.
4.6.3	Abandonment, Suspension or Termination	<p>Delete it and replace with</p> <p>At any time following the conclusion hereof the Client shall be entitled to provide the Consultant with a written direction to cease to provide the Services and the Consultant shall meet the said direction.</p> <p>In the said event, the Client shall pay the Consultant any and all amounts that became due on the date of the delivery to the Consultant of the written direction to cease to provide the Services or prior to the said date for the Documentation collected by or delivered to the Client and for the Documentation performed but not handed-over by the time of the suspension, provided that the said Documentation is provided within 7 (seven) days of the date of the suspension, if the Documentation was prepared in compliance herewith.</p> <p>Within 18 months of the date of suspension, the Client may request that the Consultant re-proceed to the performance of the Services and the Consultant shall resume the provision of the Services within</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		two weeks. If the Client fails to request that the Consultant resume the provision of the Services within the said time limits, either Party shall be entitled to withdraw from the Agreement and the withdrawal regulations shall be applicable accordingly.
4.7.1	Corruption and Fraud	<p>Delete "in accordance with Clause 4.6.2" and replace with "immediately".</p> <p>Add at the end:</p> <p>Each Party hereto shall make its best efforts to prevent members of the Party's authorities and the Party's employees, subcontractors and representatives and other entities performing the Agreement from any act that might constitute an act of corruption in trade transactions within the meaning of Article 296a §1 and § 2 of the Polish Penal Code.</p>
4.8.1	Exceptional Services	Delete from "or abandonment or suspension" to "Clause 4.6.2".
APC 4.10.1	Monitoring of the Project and Reporting	<p>The Client reserves the right to monitor the implementation of the Project at each stage, including in particular the right to obtain any information and data regarding the progress in the construction works. If the Client submits any comments or objections regarding the implementation of the Project, the Consultant will be obliged to present forthwith to the Client the Consultant's standpoint and the information on any action taken by the Consultant, aimed at achieving the removal of such irregularities.</p> <p>The Consultant undertakes, once every two weeks, to submit to the Client a written report on the on-going progress in the implementation of the Services . The Consultant's reports at the construction stage shall describe all the material circumstances that may affect the timely and cost-optimal implementation of the Project, and in the event of any delays in the implementation of the Project, the reasons for such delays and the remedies undertaken by the Consultant in order to remove them. The report shall be presented by the 3<sup>rd</sup> day of each month , in Polish and in English. An electronic version of the report in PDF format and in an editable format shall be sent to the Client to the address: office@istrana.pl within the time limits referred to in the preceding sentence.</p> <p>The Consultant undertakes to present to the Client written final reports on the implementation of the construction works by the Contractor within time limits that enable the Client to make a decision regarding the acceptance of the works completed by the Consultant. .</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		<p>At the Client's reasonable request, the Consultant must also present to the Client other written reports, in particular reports relating to the requirements of the institutions financing or providing insurance for the Project.</p> <p>The Client has the right to reject any of the Consultant's reports and request the Consultant to supplement or correct the report within the time limit set by the Client. The Consultant must supplement or correct the report within that time limit as part of the fee.</p> <p>The Consultant must organize weekly meetings with the Client regarding the Services and the Project. The meetings will be held at the Client's registered office or, subject to the Client's prior consent, at the Consultant's registered office or in another place. The Consultant shall draw up minutes of the meetings. The Consultant shall endeavor to agree the content of the minutes with the Client and other participants within five (5) Business Days after the date of the meeting, with the provision that the Consultant will be obliged to send the draft minutes of the meeting to all the interested parties in electronic form on the date of the meeting, and failure of the interested parties to submit any comments on the draft minutes within the following two (2) Business Days shall be deemed acceptance of their content.</p>
APC 5.a	Set off	The Client may set off any liability of the Consultant to the Client against any liability of the Client to the Consultant, without limiting or affecting any other rights or remedies available to the Client.
5.2.1	Time for Payment	Delete "28" and replace with "60" and add that the end: since date of <u>properly</u> issued invoice.
5.2.2	Agreed Compensation for Overdue payment (percent per day)	relevant statutory interest for commercial transactions (according to Polish Act of 8 March 2013 on terms of payment in commercial transactions)
5.4.1	Encumbrances Imposed by Third Parties	Delete entirely
APC 6.a	Inadequacy of damages	Without prejudice to any other rights or remedies that the Client may have, the Consultant acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Consultant. Accordingly, the Client shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
6.1.1	Liability and Compensation between the Parties	Replace "Clause 3.3.1" with "this Agreement or negligence".

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
6.2	Duration of Liability	<p>The Parties agree to extend standard time of statutory warranty (in the meaning of Article 556 of the Polish Civil Code) for the Services for the Warranty Period.</p> <p>The Parties agree to extend the time of contractual warranty for the Services for the Warranty Period.</p> <p>Duration of liability in other cases – according to relevant Polish law.</p>
APC 6.2.a	Contractual Warranty	<p>The Consultant hereby grants contractual warranty for the Services for Warranty Period on conditions specified in the attachment hereto.</p>
APC 6.2.b	Guarantee of due performance	<ol style="list-style-type: none"> <li>1. The Consultant shall obtain and maintain, at its own expense, the Guarantee of Due Performance for the purpose of securing due performance hereof. The Guarantee of Due Performance shall secure in particular due performance of the Consultant's obligations, payment of contractual penalties and any and all claims of the Client against the Consultant in connection herewith. The Client may draw on the Guarantee of Due Performance for the purpose of securing or reimbursement of any costs or loss in connection with damage incurred by it, caused by breach of the contractual obligations by the Consultant.</li> <li>2. The Guarantee of Due Performance shall be in the form of an unconditional, divisible, transferable, irrevocable bank guarantee payable at the first request of the Client and shall be issued by a bank with its registered office in Poland, in the form that is basically in compliance with attachment hereto or in any other form approved by the Client at its own discretion.</li> <li>3. The Guarantee of Due Performance shall be issued for the amount equal to 10% of the amount of the total fees specified in table C4 of the Appendix 3.</li> <li>4. The Guarantee of Due Performance shall be issued by a bank approved by the Client and whose long-term debt has the following minimum rating from at least one of the three listed rating agencies:  A -from Standard and Poor's  A3 – from Moody's and / or  A – from Fitch</li> <li>5. The Consultant shall provide the Client with the Guarantee of Due Performance within 30 (thirty) days of the date of signing of the Agreement.</li> </ol>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		<p>6. The Consultant shall ensure that the Guarantee of Due Performance is valid and may be drawn on by the date falling not earlier than 1 (one) month of the date of obtainment of the building permit in compliance with the Schedule. The Client shall return to the Consultant the Guarantee of Due Performance within 14 (fourteen) days of the date of the expiry thereof.</p> <p>7. If, for any reason whatsoever, there is delay in the obtainment of the building permit as compared with the Schedule, the Consultant shall, at its own expense, extend the validity term of the Guarantee of Due Performance by the number of days corresponding to the number of days of the delay.</p>
APC 6.2.C.	Guarantee of liability for defects	<p>1. The Consultant shall obtain and maintain, at its own expense, a Guarantee of Liability for Defects with regard to due performance of the Agreement during the Warranty Period. The Guarantee of Liability for Defects shall secure, inter alia, due performance of the Consultant's obligations during the Warranty Period. The Client may use the Guarantee of Liability for Defects for the purpose of securing or reimbursement of any costs or loss in connection with damage incurred by it, caused by breach of the contractual obligations by the Consultant.</p> <p>2. The Guarantee of Liability for Defects shall be in the form of an unconditional, divisible, transferable, irrevocable bank guarantee or insurance guarantee payable at the first request of the Client and shall be issued by a bank or an insurer, respectively with its registered office in Poland, in the form that is basically in compliance with attachment hereto or in any other form approved by the Client at its own discretion.</p> <p>3. The Guarantee of Liability for Defects shall be issued for the amount equal to 5% of of the amount of the total fees specified in table C4 of the Appendix 3.</p> <p>4. The Guarantee of Liability for Defect shall be issued by a bank or an insurer meeting the same requirement as for Guarantee of Due Performance.</p> <p>5. The Consultant shall provide the Guarantee of Liability for Defects within 14 (fourteen) days of the commencement of the Warranty Period. The Guarantee of Liability for Defects shall become effective on the first day following the date of expiry of the Guarantee of Due Performance. A failure to provide the Guarantee of Liability for Defects within the time limits shall</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		<p>entitle the Client to draw on the entire amount of the Guarantee of Due Performance and to keep it as a cash deposit in lieu of the Guarantee of Liability for Defects.</p> <p>6. The Consultant shall ensure that the Guarantee of Liability for Defects is valid and enforceable till the expiry of the Warranty Period. The Client shall return to the Consultant the Guarantee of Liability for Defects within 14 (fourteen) days of the date of the expiry thereof.</p>
6.4.1	Indemnity	Delete entirely
APC 6.6	Consortium – joint and several liability	The entities that compose the Consultant in the form of the consortium shall be jointly and severally liable towards the Client for due performance of the Consultant's obligations resulting from the Agreement.
APC 6.7	Contractual penalties and general liability	The Client is entitled to pursue claims exceeding the amount of contractual penalties (liability not limited to contractual penalties in cases where contractual penalties are applicable)
6.3.1	Limit of Compensation	<p>The maximum amount of compensation payable by the Consultant shall be 200% of Consultant's Fee on the fee for the Services.</p> <p>The maximum amount of compensation payable by the Client shall be 100% of Consultant's fee for the Services or PLN 900,000 whichever is lower.</p> <p>In no event shall the Consultant, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits or opportunity or increased financing cost suffered or incurred by Client or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or the Consultant's performance or non-performance of services pursuant to this Agreement. Limitations of remedy provided in this paragraph apply whether the liability is claimed to arise in contract, tort (including negligence), strict liability, or otherwise.</p>
6.4	Indemnity	<p>Clause 6.4 shall be deleted and replaced by the following:</p> <p>“So far as the law governing this Agreement permits, the Client shall indemnify the Consultant against adverse effects of all claims including claims by third parties which arise out of the Client's breach of this Agreement, and made within the period of liability referred to in Clause 6.2, except however insofar as they are</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		covered by the insurances arranged under the terms of Clause 7.1.”
7.1	Insurance	<p>Clause 7.1 shall be deleted and replaced by the following:</p> <p>“7.1.1 The Consultant shall maintain professional indemnity insurance for contractual damage and third party liability for an amount of at least 200% of the fee in the annual aggregate for a period beginning on the date of this agreement and ending six years after the end of the Services. The Consultant shall maintain that professional indemnity insurance:</p> <ul style="list-style-type: none"> <li>(a) with reputable insurers lawfully carrying on insurance business with a minimum credit rating of Standard &amp; Poor’s A- rating or equivalent rating with AM Best / Moody’s / Fitch’s;</li> <li>(b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and</li> <li>(c) on terms that do not require the Consultant to discharge any liability before being entitled to recover from the insurers.</li> </ul> <p>7.1.2 The Consultant shall maintain employer’s liability insurance in respect of its staff providing the Services for the duration of the Agreement. The Consultant shall maintain that employer’s liability insurance:</p> <ul style="list-style-type: none"> <li>(a) with reputable insurers lawfully carrying on insurance business with a minimum credit rating of Standard &amp; Poor’s that equals the one of Portuguese republic or equivalent rating with AM Best / Moody’s / Fitch’s;</li> <li>(b) on customary and usual terms and conditions prevailing for the time being in the insurance market; and</li> <li>(c) on terms that do not require the Consultant to discharge any liability before being entitled to recover from the insurers.</li> </ul> <p>7.1.3 The Consultant shall maintain public / third party liability insurance.</p> <p>7.1.4 The cost of the insurance arising under this Clause 7.1 known at the time of appointment shall be deemed to be incorporated into the Consultant’s fees.</p> <p>7.1.5 The Consultant shall immediately inform the Client if the insurance required under this Clause 7.1 ceases to be available and shall make reasonable efforts to secure alternative insurance on similar terms.</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		<p>7.1.6 Upon the Client's request, the Consultant shall send the Client evidence that the insurances required under this Clause 7.1 are in force, including, if required by the Client, an original letter from the Consultant's insurers or brokers confirming:</p> <p>(a) the Consultant's then current insurance; and</p> <p>(b) that the premiums for that insurance have been paid in full at the date of that letter.</p>
8.1.1	Conciliatory settlement of disputes	<p>Delete second sentence and replace with:</p> <p>If the dispute is not settled during such meeting the Parties shall settle the dispute according to clause 8.3 by arbitration.</p>
8.2	Mediation	Not applicable
8.3.2	<p>Rules of Arbitration ...</p> <p>International Chamber of Commerce (or, as stated below)</p>	<p>The parties hereby agree that any disputes that may arise concerning this Agreement, which cannot be resolved on a mutual basis, shall be submitted to Sąd Arbitrażowy przy Stowarzyszeniu Inżynierów Doradców I Rzeczoznawców (SIDIR) according to Rules of Arbitration of the said court of arbitration.</p>
APC 8.3.3	Place and language of Arbitration	<p>The seat or legal place of arbitration shall be Gdańsk in Poland. The language to be used in proceedings shall be Polish.</p>
APC 8.4	Confidentiality	<p>Subject to the other provisions of this clause, the Consultant shall:</p> <ul style="list-style-type: none"> <li>– keep Confidential Information in strict confidence; in particular it shall not disclose Confidential Information to any third parties;</li> <li>– use Confidential Information only for the purpose of provision of the Services;</li> <li>– protect Confidential Information with due care, in compliance with professional standards of the Consultant and protect Confidential Information against loss, theft, damage, deterioration of the condition thereof and access thereto of third parties, who are not authorised to obtain Confidential Information;</li> <li>– immediately notify the Client if the Consultant (i) finds out or suspects that its obligations hereunder have been breached or Confidential Information has been disclosed without authorisation, immediately redeliver to the Client, at the Client's request, any and all Confidential Information possessed by it; or cause all copies and reproductions and other documents prepared</li> </ul>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
		<p>as a result of the disclosure of Confidential Information to be destroyed and all electronic information to be deleted.</p> <p>Confidential Information may be disclosed:</p> <ul style="list-style-type: none"> <li>– if it is necessary for due performance by either Party of its rights or obligations hereunder,</li> <li>– under legal provisions in force,</li> <li>– upon written consent of the other Party, or</li> <li>– in connection with court or administrative proceedings conducted with participation of the Party, if the said disclosure is required by the authority conducting the proceedings.</li> </ul> <p>The Consultant's obligation not to disclose Confidential Information shall not apply to:</p> <ul style="list-style-type: none"> <li>– Confidential Information that has become available as a result of activities constituting no breach of the Agreement,</li> <li>– disclosure of Confidential Information to technical, legal, financial or tax advisers of the Party, provided that the said advisers are obliged to keep professional secret or undertake to the Parties to comply with the confidentiality provisions contained herein.</li> </ul> <p>In the event of non-performance or undue performance of any of the Consultant's obligations defined in this clause, the Consultant shall pay the Client a contractual penalty in the amount of PLN 25,000 (twenty five thousand) for each event of non-performance or undue performance of the Consultant's obligation. Relevant provisions of clause APC 5a shall apply accordingly.</p>
APC 8.5	External Relations and Promotion	<p>The Parties hereto undertake to protect the good name of the other Party in contacts with third parties.</p> <p>The Consultant may not, without prior written consent of the Client, make or present any public statements related to the Agreement or the Project.</p> <p>Any and all activities in the scope of promotion and advertising undertaken by the Consultant in connection with the Agreement or the Investment Project shall be each time arranged between the Parties hereto in writing.</p>

FIDIC Clause	Brief Description	Applicable Provisions / Modifications
APC 8.6.	Entire Agreement	The Agreement contains the entire understanding between the Parties in the scope covered by the subject hereof and supersedes all prior arrangements and understandings between the Parties in the scope regulated herein.
APC 8.7.	Severability	If any provision hereof turns out to be invalid or ineffective for any reason whatsoever, it shall not affect the validity or effectiveness of the other provisions hereof. In the afore-mentioned situation the Parties hereto shall make every effort to achieve the intention and purpose of the invalid or ineffective provision by replacing the said provision with a new provision giving as close an economic or legal effect as the effect of the invalid or ineffective provision.
APC 8.8.	Amendments	All changes to the Agreement shall be made in writing for their validity
APC 8.9.	No waiver	Subject to generally applicable legal provisions and the provisions hereof, no delay in the performance by a given Party hereto of its rights hereunder shall be deemed as a waiver, release of the Party of its debt or waiver of the said rights, regardless of the duration of the said delay. Subject to the provisions hereof, no rights, powers resulting from legal provisions in force, claims and obligations hereunder shall limit the possibilities resulting from the Civil Code and any other provisions.

**Attachments:**

- contractual warranty
- templates of bank guarantees: (a) The Guarantee of Due Performance and (b) The Guarantee of Liability for Defects

<b>CONTRACTUAL WARRANTY</b>
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1. The Consultant shall be liable to the Client under warranty for any and all defects in the Documentation and irregularities in the provision of the Services.
2. The Consultant shall be liable to the Client for any and all damage resulting from defects related to the Services or defects in the Documentation revealed during the Warranty Period. In particular, the Consultant shall be liable for any and all consequences of the solutions proposed in the Documentation which turn out to be non-conforming with the Agreement or with the statutory requirements.
3. The Client shall notify the Consultant in writing of revealed defects in the Documentation or Services within 28 (twenty-eight) days of the date of detection of the defect, and the Consultant shall, without undue delay, perform any and all necessary repair works at its own expense and risk.
4. Save for the other provisions hereof, in the event of defects posing threat to the human life or health, safety of property and in particular of the Project or preventing or considerably hampering the use of a part or the whole of the Project, the Consultant's failure to proceed to repair works immediately following the receipt of the notice shall entitle the Client to undertake repair works at the expense and risk of the Consultant. The word "immediately" shall be understood as within not more than 12 (twelve) hours, if the notice was sent on a business day or 24 (twenty-four) hours, if the notice was sent on a day other than a business day. In exceptional cases, if the delay in the removal of defects poses threat to the human life or health or may cause irreparable damage to the Project, the Client shall be entitled to immediately undertake repair works at the expense and risk of the Consultant and shall notify the Consultant thereof in the possible scope.
5. If the Client repairs the defect or damage at the expense of the Consultant, it shall be entitled to pursue its claims from bank or insurance guarantees and / or to set off all costs connected therewith against any payment due to the Consultant.
6. The warranty period with regard to the part of the Documentation whose defects were removed shall commence again from the time of completion of the said repair.
7. Warranty Period of this warranty is as defined in APC 1.1.17 of the Particular Conditions.

**TEMPLATES OF**

**THE GUARANTEE OF DUE PERFORMANCE**

**AND**

**GUARANTEE OF LIABILITY FOR DEFECTS**

**(A) GUARANTEE OF DUE PERFORMANCE**

To:

[●] (the "Client")

From:

[●] (the "Bank")

Issued upon order of

[●] (the "Consultant")

Value: 10% of the remuneration, i.e. PLN [●]

We have been informed that on [●] 2024 you concluded the agreement regarding provision of services related to T5 Terminal Project in Gdańsk (the "Agreement") with the Consultant.

In compliance with the Agreement, the Consultant is obliged to provide you with a guarantee of due performance of the Agreement in the form of a bank guarantee for the amount equal to 10% of the remuneration.

As regards the above, we \_\_\_\_\_ (full address)

will, immediately, irrevocably and unconditionally, with no reservations, objections or claims for refunds, pay you the amount of

\_\_\_\_\_ PLN (in words: \_\_\_\_\_),

on your first written demand described below.

Your each written demand shall be submitted in accordance with the provisions of this Guarantee and delivered to our registered office in [●] before the date of expiry of the Guarantee. Otherwise, it shall be rejected.

For identification purposes you are requested to provide us with the payment demand through a bank maintaining your bank account. The said bank shall confirm that the signatures on the payment demand have been appended by the persons authorised to contract obligations in your name.

Your each payment demand will include the number of our Guarantee, the amount claimed and your declaration that the Consultant has not fulfilled towards you its obligations under the Agreement (such as (inter alia) the obligation of due performance of the Services, the obligation to pay contractual penalties, other claims of the Client against the Consultant in connection with the Agreement) or that the Consultant has become insolvent. The Bank is not authorised to verify the correctness of the basis for the demand or make the calculation.

In the event of any dispute between the Client and the Consultant the Bank shall not be authorised to provide any amounts claimed under the Guarantee to the court deposit.

This Guarantee shall be valid till [●] and expire automatically and completely, if your payment demand is not delivered to the Bank/Insurer as at the said date at the latest, whether or not this Guarantee and any changes hereto have been returned to the Bank.

The assignment of the rights resulting from this Guarantee shall require prior written consent of the Bank..

Our liability under the Guarantee shall be reduced by the amount of each payment made hereunder.

All rights and obligations resulting from this Guarantee are subject to the Polish law and all disputes shall be settled by a competent court in Gdańsk.

\_\_\_\_\_ as of \_\_\_\_\_

[Bank]

#### (B) GUARANTEE OF LIABILITY FOR DEFECTS

To:

[●] (the "Client")

From:

[●] (the "Bank"/"Insurer")

Issued upon order of

[●] (the "Consultant")

Value: 5% of the remuneration, i.e. PLN [●]

We have been informed that on [●] 2024 you concluded the agreement regarding provision of design services related to T5 Terminal Project in Gdańsk (the "Agreement") with the Consultant.

In compliance with the Agreement the Consultant shall provide you with the guarantee of due performance of the Agreement in the form of a bank/insurance guarantee for the amount equal to 5% of the remuneration.

As regards the above, we \_\_\_\_\_ (full address)

will, immediately, irrevocably and unconditionally, with no reservations, objections or claims for refunds, pay you the amount of

\_\_\_\_\_ PLN (in words: \_\_\_\_\_),

on your first written demand described below.

Your each written demand shall be submitted in accordance with the provisions of this Guarantee and delivered to our registered office in [●] before the date of expiry of the Guarantee. Otherwise, it shall be rejected.

For identification purposes you are requested to provide us with the payment demand through a bank maintaining your bank account. The said bank shall confirm that the signatures on the payment demand have been appended by the persons authorised to contract obligations in your name.

Your each payment demand will include the number of our Guarantee, the amount claimed and your declaration that the Consultant has not fulfilled towards you its obligations under the Agreement during the Warranty Period or that the Consultant has become insolvent. The Bank/Insurer is not authorised to verify the correctness of the basis for the demand or make the calculations.

In the event of any dispute between the Client and the Consultant, the Bank/Insurer shall not be authorised to provide any amounts claimed under the Guarantee to the court deposit.

This Guarantee shall be valid till [●] and expire automatically and completely, if your payment demand is not delivered to the Bank/Insurer as at the said date at the latest, whether or not this Guarantee and any changes hereto have been returned to the Bank/Insurer.

The assignment of the rights resulting from this Guarantee shall require prior written consent of the Bank/Insurer.

Our liability under the Guarantee shall be reduced by the amount of each payment made hereunder.

All rights and obligations resulting from this Guarantee are subject to the Polish law and all disputes shall be settled by a competent court in Warsaw.

\_\_\_\_\_ as of \_\_\_\_\_

[Bank/Insurer]