

General terms and conditions of purchases and orders for companies from PCC Group: PCC Rokita S.A., PCC Exol S.A., ChemiPark Technologiczny Sp. z o.o., Ekologistyka Sp. z o.o., Chemia-Serwis Sp. z o.o., PCC PU Sp. z o.o., LocoChem Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o., LabAnalytyka Sp. z o.o. hereinafter referred to as the Terms and Conditions

These Terms and Conditions apply to all purchases made and orders placed by the following companies from PCC Group: PCC Rokita S.A., PCC Exol S.A., ChemiPark Technologiczny Sp. z o.o., Ekologistyka Sp. z o.o., Chemia-Serwis Sp. z o.o., PCC PU Sp. z o.o., LocoChem Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o., LabAnalytyka Sp. z o.o.

CONFIRMATIONS AND DELIVERY DATE

1. These General Terms and Conditions shall be valid for purchases and orders (hereinafter referred to together as “orders”) placed by the following companies from PCC Group: PCC Rokita S.A., PCC Exol S.A., ChemiPark Technologiczny Sp. z o.o., Ekologistyka Sp. z o.o., Chemia-Serwis Sp. z o.o., PCC PU Sp. z o.o., LocoChem Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o., LabAnalytyka Sp. z o.o., hereinafter referred to jointly or individually as the **Ordering Party**. These General Terms and Conditions are available at the following websites:

- a) PCC Rokita S.A., Ekologistyka Sp. z o.o. PCC PU Sp. z o.o., Chemia-Serwis Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o.: www.pcc.rokita.pl
- b) Exol S.A.: www.pcc-exol.eu
- c) ChemiPark Technologiczny Sp. z o.o.: www.chemipark.pl
- d) LocoChem Sp. z o.o.: www.chemipark.pl/locochem
- e) LabAnalytyka Sp. z o.o.: www.labanalytyka.pl

Provisions which differ from these Terms and Conditions or statutory provisions, in particular those contained in the terms and conditions of sales of a supplier/contractor, hereinafter referred to as the **Supplier** or **Contractor**, shall be binding on the Ordering Party only when they have been confirmed in writing in accordance with general principles of representation of the Ordering Party. Purchases or orders free from disclaimers shall not mean the Ordering Party’s approval of different provisions. Whenever orders are referred to in these Terms and Conditions they should be understood as an agreement concluded on the basis of applicable legal provisions, in particular the Civil Code.

2. Whenever these Terms and Conditions refer to materials, they shall be understood as machines, equipment, tools, spare parts or any other items not included earlier, that form the exclusive subject of order or its element.
3. The Supplier guarantees that the subject of order will be executed by the date specified in an order. If a delivery date of the order was not defined precisely in the order, the Supplier undertakes to deliver an order on a written or electronic request of the Ordering Party.
4. Subject to clause 11, if the subject of order comprises only delivery or purchase of material, the order is considered to be fulfilled upon the Ordering Party’s receipt of the material subject to such order in a place defined by the Ordering Party. In other cases the date of delivery of an order – subject to clause 11 – is considered a date, when the authorised representatives of both parties sign a report on the final receipt of the subject of order without any remarks.
5. If the subject of order comprises only delivery or purchase of material, deliveries shall be made to the warehouses of the Ordering Party as indicated in specific points of the order, unless it is defined otherwise in the order. The Ordering Party’s warehouse is open on working days from Monday to Friday from 7.00 a.m. to 2.00 p.m. for materials, which do not require customs clearance. If material requires customs clearance, it should be delivered by 10.00 a.m.
6. INCOTERMS conditions specified on the order always refer to the most current version of INCOTERMS as of the date of the order.
7. The Ordering Party has a right to withdraw from the agreement within 2 months from the date of the agreement if the Supplier does not start its execution within 7 days from the date of the agreement. In

particular, the Supplier's failure to confirm an order shall be considered failure to start execution of the agreement.

8. All benefits, charges and risks, including the risk of loss and damage of the subject of the order and risk of damages caused by the subject of order shall be transferred to the Ordering Party not earlier than on the data of receipt. If the subject of order comprises hazardous goods, the title to the goods shall pass to the Ordering Party not earlier than upon receipt confirmed with a respective report signed by the Ordering Party.

REQUIRED DOCUMENTATION

9. If the subject of an order comprises among others delivery and purchase of materials, the material should be accompanied by the following documents (regardless of documents necessary for payment and settlement between the parties): full technical documentation necessary for the proper installation, start up, functioning, and service of the material in their intended place of use, including among others construction and installation drawings at the required level of detail regarding mechanical parts, monitoring and measurement systems, electrical layouts and so on, and material attestations, certificates of analyses, material quality, tests and permits for use, and compliance certificates as required by Polish and EU law, DTR instructions, and instructions for proper storage of the material.
10. In the case of purchases made in Poland, the Supplier is obliged to include specifications for the materials and along with the subject of the order, and if it is not possible to deliver the specification and the Ordering Party agrees - a copy of the invoice. In the case of purchases made outside of Poland, the Supplier shall include documentation which allows the application of preferential or reduced customs tariffs.
11. If the scope of the order includes the delivery of the subject of order together with documents, as referred to in clauses 9 and 10 above, then the order shall be considered to have been completed respectively at the moment of delivery of the subject of order and all the documents/permits/permissions specified in the order. The failure to supply documents specified in the order or documents required in these Terms and Conditions may be a reason for a delay in payment and entail contractual penalties.

INVOICES

12. In case of orders covering other elements than only delivery or purchases, such as e.g. assembly, launch, a VAT invoice will be issued by the Supplier for fulfilment of an order on the basis of final acceptance report referred to in clause 4 and written declaration of possible subcontractors that there are no unsettled payments for works subcontracted by the Supplier.
13. The Supplier is obliged to indicate the Ordering Party's order number on the invoice as well as the Supplier's number issued by the Ordering Party on the order. Failure to do so may entail the Ordering Party to suspend payments until this information is completed.

SUBCONTRACTING

14. The Supplier subcontract works to subcontractors and/or other persons acting on its order upon the Ordering Party's written consent, otherwise such subcontracting shall be null and void. Consent on the engagement of subcontractors does not in any way affect the Supplier's liability for completion of the order. The Supplier shall be held liable for the actions or omissions of its subcontractors as for its own actions or omissions.
15. The Supplier shall be held fully liable for damage caused by its subcontractors in the course of completion of the order.
16. If a payment is made directly to the subcontractor, the Ordering Party shall have the right to that the amounts paid by the Ordering Party to subcontractors are reimbursed fully by the Supplier.

QUALITY, SAFETY, ENVIRONMENT

17. The Supplier shall guarantee that the subject of order is not hazardous to health, safety and environment.

18. All elements/parts used for production of the subject of order must have attestations, consents, declarations of conformity (certificate, technical approvals, material attestation), they must be new and operational.
19. The Supplier is liable for the quality of delivered materials, performed works and, if applicable, for compliance with design documents, recommendations of the technical supervision and project architect supervision with applicable conditions of technical execution of works, e.g. assembly and construction works.
20. If the order refers to preparation of documents or a design, the Supplier shall be held fully liable for all and any errors in documents or a design, in particular the ones resulting in performance any additional works. In particular, the Supplier shall bear costs of execution of such additional works, that are calculated on the basis of the value of invoices for their execution plus additional costs amounts to 15% of the value of such works as costs of organisation of additional works directly by the Ordering Party.
21. The Buyer reserves the right to analyse the subject of order received (in particular its quality and quantity) for compliance with the Order, specifications or/and the Supplier's quality certificate.
22. If the subject of order comprises of deliver or purchase of material only and the results of the analysis (of quality and quantity) of the material carried out by the Ordering Party indicate non-conformance of the material with the order, specification or the Supplier's quality certificate, the Ordering Party shall inform the Supplier of this within 30 days of receipt of the material (in case of latent defects - within 30 days of discovery of a defect) via fax, e-mail, a letter sent via registered mail or courier.
23. The Supplier guarantees that the subject of order will be produced (and if applicable, will be delivered/mounted/installed) in accordance with applicable Polish law, including the requirements of health and safety of work, fire prevention, UDT/PED/TDT/ATEX regulations as well as EU standards.
24. If the subject of order includes inter alia or only works preformed in the area of the Ordering Party:
 - a) The Supplier shall be liable for safety of the works performed, in particular safe conditions of movement of vehicles, employees and third parties in the area of the works performed and in compliance with regulations and procedures in force in the Ordering Party's premises at a given moment.
 - b) The Supplier and possible subcontractors are obliged to acknowledge and comply with the regulations and procedures in force in the Ordering Party's premises on health and safety of work, fire prevention, including the Safety Compendium for external companies that perform works in the area belonging to the companies from PCC Rokita group in Brzeg Dolny, hereinafter referred to as **PCC Area**. In particular the Supplier shall ensure that in case of toxic threats its employees and subcontractors and/or persons working on its behalf in PCC Area posses and use gas masks with ABEK absorbers and working and protective clothes suitable for present threats, protective shoes with toe can, protective helmets and protective goggles. The contents of the regulations and procedures are available in the Procurement Office of PCC Rokita S.A. or at the Supplier's request the Ordering Party undertakes to send them by fax number or e-mail address specified.
 - c) Before commencement of works in PCC Area, the Supplier is obliged to enrol and send its employees and subcontractors and/or persons acting on its behalf to an introductory general training on health and safety of work and fire prevention, and undergo on-the-job training in the place, when work is to be performed. An introductory general training is conducted by the staff of the Safety and Prevention Office of Rokita S.A., while on-the-job training is conducted by the coordinator of works or another appointed employee of the Ordering Party's supervision. Such enrolment shall be provided to a representative of the Ordering Party specified in the order.
 - d) The Supplier is obliged to keep proper order in the Ordering Party's area in the course of such works.
25. The Supplier acknowledges that:
 - The provisions of the traffic law shall apply on the internal road in PCC Area, and maximum speed of cars is 30km/h,
 - Emergency phone number (of the Plant's Dispatcher) – 2998 (reporting emergencies, fires, accidents),
 - In PCC Area it is forbidden to smoke (a pipe, cigarettes, cigars), smoke e-cigarettes and use open fire. Smoking tobacco and e-cigarettes is allowed only in specially assigned places (smoking areas) marked with a registration card, and open fire may be used only on the basis of written approval,

- In the areas threatened with explosions it is forbidden to use mobile phones and mobile devices enabling data processing, receipts and dispatch,
 - Areas, where technological devices, premises or installations are located, which may be threatening to human health or life due to present hazardous or harmful factors present in the process of work or applicable work processes are marked as ZONES REQUIRING PERSONAL PROTECTION. All present persons in marked zones are obliged to have and use appropriate working and/or protective clothes with long sleeves and legs and personal protection equipment, such as protective helmet, gas mask, they should wear safety goggles, and in case of threatening contact with liquids, vapours or dusts of hazardous – caustic – substances, use tightly fitting safety goggles,
 - The area of technological installations in the PCC Area may be visited only by persons, whose presence is justified with a need to perform contracted works on a given installation and only upon consent of a supervisory employee, who maintains given installation (department manager, senior foreman or work coordinator) and for a minimum necessary period to perform assign tasks.
26. The Supplier guarantees that there are no applicable patents or other industrial property rights, copyright or other related rights including third party's know-how, which could be infringed by the Ordering Party in result of use of or disposal with purchased subject of order.
27. The Ordering Party shall be the producer of waste generated in the course of works conducted in relation to construction and refurbishment, unless detailed terms and conditions of the order provide otherwise. The Supplier is obliged to transport, store and select waste in a place specified by the Ordering Party. The exception are the waste left from materials and substance used in the course of the above mentioned works and asbestos waste - the Supplier will always be the producer of that waste. If the Supplier is a producer of waste, before there are removed from the Ordering Party's area, the Supplier will obtain the Ordering Party's consent for its removal and is obliged to provide the Ordering Party with a copy of a waste delivery report, in which an entity conducting waste management activities confirms receipt of the waste, within 3 days from its removal. In case of failure to provide the waste delivery report on time, the Ordering Party has a right to suspend payment of fee for works performed under the order. Such period shall not be considered as delay in fulfilment of financial obligations by the Ordering Party until the report is presented.

GUARANTEES

28. The Supplier shall issue a guarantee for the subject of order for the period set forth in the order. If such a guarantee period is longer than two years, the parties shall extend the period, in which the Buyer may execute its rights under the statutory warranty for the period of the guarantee issued. The Supplier may enforce its rights under the statutory warranty independently of rights conferred by the guarantee. The period of guarantee and warranty shall begin on the date of fulfilment of the order in compliance with clause 4 above.
29. The Supplier guarantees that the subject of order meet the requirements defined in the order placed by the Ordering Party, it is free from any defects that would reduce its value or usability in respect to the purpose resulting from an order or purpose of the subject of order.
30. The Supplier guarantees that all elements/parts delivered to the Ordering Party for the purpose of fulfilment of the order are new, not used, produced in accordance with recent technological achievements and meet the highest standards of quality, safety and environmental protection in respect to materials and workmanship, unless other requirements have been specified in an order. The Supplier guarantees that the subject of order is free from defects, including material, construction, legal workmanship and other defects, and therefore it will be possible to achieve technical parameters specified by a producer, and compliance with the technical documents and its purpose.
31. The Supplier guarantees that it will not use asbestos and other substances dangerous to the environment, health or safety, when fulfilling the order.
32. Under the guarantee the Ordering Party has a right, at its discretion, to demand repair of a defect or deliver the subject of order or a part thereof free of defects, or demand reduction of purchase price or its refund, or demand supplementary supplies or rendering of other services.

33. If the Supplier does not begin to fulfil its obligations under the guarantee and/or statutory warranty within 3 working days of receipt of written notice of such a defect (by fax, e-mail, registered letter or courier) from the Supplier, and it does not fulfil them as soon as possible, the Ordering Party shall have the right to enforce any guarantee rights at the Supplier's cost and risk and without an obligation to receive an approval from a court of law. In such circumstances the Ordering Party does not waive its rights arising from guarantee or statutory warranty, however the Ordering Party is obliged to inform the Supplier in advance of its own planned repair works or repair works contracted to third parties. If there are no other arrangements, it is assumed that a defect shall be repaired within 14 days from a respective notification.
34. If in order to fulfil its obligations under the guarantee, the Supplier implements major changes in the subject of the order or delivers a new item in place of the defective one, the guarantee period shall be understood to begin anew from such repair or delivery of a new subject of order. In all other cases the guarantee period should be prolonged by a period of time, when the Ordering Party could not use the subject of order due to the defect.
35. In respect to issues not regulated in these Terms and Conditions, the guarantee shall be governed by the provisions of the Civil Code on guarantees related to sales and other applicable legal provisions.

CONFIDENTIALITY

36. All commercial and technical information received by the Supplier in the process of completing the order shall be treated by the Supplier as confidential, meaning that such information may not be revealed to third parties without the written consent of the Ordering Party, and may not be used for any other purposes than completion of the order. The obligation of confidentiality of information will remain in force after the completion of the order. In cases of abuse of this obligation by the Supplier, the Ordering Party reserves the right to withdraw from the agreement due the fault of the Supplier, within 3 months of becoming aware of such abuse.
37. The Supplier is aware that the Ordering Party are member of PCC capital group. . The Supplier is aware that PCC Rokita S.A. and PCC Exol S.A. as issuers of securities traded publicly on the Warsaw Stock Exchange, is subject to a range of regulations in force in the European Union regarding the protection of confidential data in capital markets, in particular the provisions of the Regulation (EU) no 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (OJ L no 173, p. 1, the Act on Trading in Financial Instruments of 29 July 2005 (unified text in Dz.U.2014.94, as amended) and the Act on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies (unified text in Dz.U.2013.1382, as amended). As a result, information arising from the execution of the agreement may constitute confidential information as understood by Article 7 of the Regulation on market abuse. Disclosure or use of information contrary to the provisions of this agreement is strictly forbidden. This does not apply in situations when such information must be revealed due to fulfilment of obligations resulting from the provisions of applicable legislations, in particular it shall not apply to the Ordering Party's obligation to publicly disclose confidential information referring directly to itself, which contents and fact of disclosure does not need to be consulted by the Ordering Party with the Supplier.
38. Prior to public disclosure of confidential information as referred to above, the Supplier shall promptly notify the contents of such information and the planned date of disclosure in writing to respectively:
 - a) PCC Rokita S.A. (e-mail: ir.rokita@pcc.eu) in case of: PCC Rokita S.A., ChemiPark Technologiczny Sp. z o.o., Ekologistyka Sp. z o.o., Chemia-Serwis Sp. z o.o., PCC PU Sp. z o.o., LocoChem Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o., LabAnalityka Sp. z o.o. or
 - b) PCC Exol S.A. (e-mail: ir.exol@pcc.eu) in case of PCC Exol S.A.(e-mail: ir.rokita@pcc.eu).
39. At the request of PCC Rokita S.A. or PCC Exol S.A., the Supplier shall send by e-mail to: ir.rokita@pcc.eu or to ir.exol@pcc.eu data necessary for the preparation of a list of individuals with access to particular confidential information (including name, surname, including maiden name, national identification card number and series, registered address, and date of access to the confidential information, Polish resident identification number, phone number) as understood by Article 18 of the Regulation on market abuse.

CONTRACTUAL PENALTIES

40. The Supplier shall pay contractual penalties to the Ordering Party for withdrawal from the contract (order) due to causes for which the Supplier bears responsibility, as well as in case of the Supplier's withdrawal from the contract (order) due to causes unrelated to the Ordering Party - the amount of 20% of the net value of the order.
41. In the case of delay in fulfilment of the Order, the Supplier shall pay contractual penalties to the Ordering Party in the amount of 0.5% of the net value of the order for each day of delay but not more than 20% of the net value of the order. Contractual penalties shall be payable upon the first written request of the Ordering Party.
42. The Ordering Party may impose contractual penalty in the Supplier in the amount of PLN 1 000 (in words: one thousand zloty) for each instance of non-compliance with provisions on health and safety at work, fire prevention, protection of environment and internal provisions in the premises of the Ordering Party.

SOBRIETY

43. Sobriety must be maintained at all times on PCC's premises. The obligation of sobriety means that bringing or consumption of alcohol, entering-driving into PCC's Premises in under influence of alcohol or in the state of insobriety is strictly forbidden. The above provision shall apply to drugs and other intoxicants or psychiatric substances respectively. In case failure of the Supplier and/or its employees and/or persons acting on its order, the Ordering Party reserves the right to withdraw from the order due to the Supplier's fault within 3 months of becoming aware of such violation and to impose penalties in the amount of 5% of the value of the order, not more than PLN 10,000 and not less than PLN 5,000 for each case of infringement of the above obligation in respect to alcohol and to impose a penalty of PLN 20,000 for each case of infringement of the above obligation in respect to intoxicants or psychiatric substances, and depending on circumstances in which such situation is revealed, a person involved will not be allowed to enter PCC's Premises or will be required to leave them. The security services protecting PCC's Premises are entitled to control sobriety.

THEFT

44. In any case in which the Supplier and/or any its employee and/or any person used by the Supplier to fulfil the order have committed or attempted to commit crime/offence against property, in particular theft/appropriation/destruction of the property of the Ordering Party or any other entity that carries out business activity in PCC's Premises, the Ordering Party reserves the right to withdraw from the contract due the Supplier's fault within 3 months from receipt of information on infringement and to impose a penalty of PLN 10 000 for each foregoing incident.

ETHICAL CLAUSES (items 45-48 should apply to PCC Rokita S.A., Exol S.A., ChemiPark Technologiczny Sp. z o.o., Ekologistyka Sp. z o.o., Chemia-Serwis Sp. z o.o., LocoChem Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o. i LabAnalityka Sp. z o.o.)

45. The Ordering Party is a member of PCC capital group. Major strategic assumptions of PCC group include attempts to ensure balance between economic profitability of business activity and widely understood social interest and responsible management of the organisation.
46. The issues of sustainable production and consumption and corporate social responsibility are essential an all levels of PCC group's activities. Through implementation of management systems, applicable ethical codes and launch of the sustainable development strategy in the entire value chain, we constantly raise the awareness of contractors involved in the business of the Ordering Party, including suppliers of goods, raw materials and services. Ethical priorities on every level of the organisation are related mainly with such areas as counteracting discrimination, respecting human rights and protection of natural environment. These values are taken into account in decision making processes on individual levels of the organisation.
47. The key issues in this respect were defined in the applicable Ethical Code of Suppliers. PCC Group expects all its contractors to comply with the principles presented in the above mentioned document. Respect of the values and principles defined therein is an important criterion in the Supplier qualification process in our organisation.

48. Therefore, the Supplier declares that it conducts the activities in the name of PCC group with full responsibility for consequences of its operations and applies uniform standards both in the evaluation of ethical conduct of its employee and third parties, compliance with human rights, employee rights and respect of natural environment.

FINAL PROVISIONS

49. In case of the Supplier's gross infringement of the General Terms or failure to comply with internal provisions of PCC group and other legal regulations, the Ordering Party may withdraw from an order due to the Supplier's fault within 3 months of becoming aware of an infringement.
50. If a party is not able to fulfil its obligations in result of an event of force majeure, it should notify the other party about it within 3 days. Force majeure is to be understood as any extraordinary external circumstances which could not have been foreseen or avoided by the party concerned, in particular war, riots, fire, flood, earthquake, or other unforeseeable events including the acts of public authorities, and national and industry strikes. The other Party should also be informed of the cessation of the circumstances considered as force majeure. If the abovementioned circumstances last longer than 1 month, the Parties shall mutually agree on the further completion of the contract.
51. The Ordering Party shall have the right to reduce the amount of contractual fee or security deposits, e.g. performance bond by the amount due to it the Supplier for failure to complete or improper completion of the subject of order and for failure to remove defects and faults during the guarantee period, including contractual penalties. The Ordering Party shall be entitled to execute such subtractions before to the end of the payment period on the basis of a unilateral declaration of will.
52. The Terms and Conditions shall be governed by Polish law. The provisions of the United Nation Convention on Agreements for International Sales of Goods are excluded. And if the Supplier is seated:
- a) In Poland, any disputes that may arise in relation to the order and are not solved amicably by the parties will be solved by a court of law competent for the Ordering Party's registered office,
 - b) Outside Poland, any disputes that may arise in relation to the order and are not solved amicably by the parties will be solved by the Arbitration Court by the National Chamber of Commerce in Warsaw in compliance with the regulation of such Court. Every party is obliged to enforce an award given by the Arbitration Court by the National Chamber of Commerce in Warsaw promptly and voluntarily.
53. The Supplier has no right to assign its rights and obligations under the order to third parties without the Supplier's prior written consent, otherwise such assignment is to be null and void.
54. The Ordering Party is entitled to claim higher compensation than contractual penalties defined in the order or the Terms and Conditions.
55. The liability of the Ordering Party is each time limited to direct and actual loss and each time to the net amount of an order concerned, excluding lost profits and indirect damages.
56. The transfer of intellectual property rights to the subject of order to the Ordering Party is defined in appendix no 1 to these Terms and Conditions: Intellectual Property Rights.
57. These Terms and Conditions shall be effective as from June 23th 2017.

Appendix no 1 to the General Terms and Conditions of Purchase and Orders for the companies from PCC Group: PCC Rokita S.A., PCC Exol S.A., ChemiPark Technologiczny Sp. z o.o., Ekologistyka Sp. z o.o., Chemia-Serwis Sp. z o.o., PCC PU Sp. z o.o., LocoChem Sp. z o.o., Pack4Chem Sp. z o.o., LogoPort Sp. z o.o., LabAnalityka Sp. z o.o.

Intellectual property rights

1. The Contractor shall transfer to the Ordering Party the economic copyrights and the derivative copyrights (including the right to exercise the derivative copyrights and permit their exercise) to designs, elaborations, documents that form the subject of the order, and to all other documents and elaboration prepared by the Contractor and subcontractors in result of and in relation to performance of the subject of order and other deliverables of the Contractor and subcontractors performed within the scope of the subject of order (including their all modifications executed by the Contractor in the period of guarantee and statutory warranty) as a result of individual creative activities as determined in any form (“**the Works**”), including to use them in whole or in part by the Ordering Party in all fields of exploitation known at the time of receipt of an order, including fields of exploitation listed in article 50 of the Act on Copyrights and Related Rights of 4 February 1994, in particular in the following fields of exploitation and in the following scope:
 - a) conducting administrative proceedings and other proceedings with the use of the Works or parts thereof,
 - b) erecting and designing an structures and devices and other elements according to the Works,
 - c) recording on any media known at the time of entering into the contract, including on paper, in a magnetic or digital way, broadcast, exhibition, publication, rebroadcast, making it available at the time, place and form chosen by the Ordering Party,
 - d) recording and reproduction of the whole Work or any part thereof in any way - by drawing up a copy thereof, including in the form of printing, reprographics, digital and magnetic recording techniques, or other techniques, lending and sharing the Works, including for the purposes of tendering procedures aimed to select a contractor to perform any repair, modernisation, reconstruction, expansion, etc. of the Works,
 - e) permanent or temporary multiplication, reproduction, in whole or in part, by means of any technique known on the date of the Contract,
 - f) introduction to computer memory and to other storage media,
 - g) adaptation, alterations consistent with investment plans of the Ordering Party,
 - h) multiplication and processing of the Works or parts thereof for marketing purposes,
 - i) entrusting other designer with elaboration of the Works, in particular alterations, adaptation and development of the Works or part thereof; in this case the Contractor’s liability shall be limited to elements that have not been altered and affected by alterations introduced by another Designer;
 - j) dissemination, marketing, letting for use, donation or lease of the original Works or copies thereof,
 - k) translation, adjustment, re-arrangement, or any other changes and modifications of the Work, including for the optimisation purpose and accomplishment of the investment objectives of the Ordering Party.
2. Transfer of rights referred to in clause 1 to the Ordering Party above shall include in particular consent of the Contractor on enforcement of all derivative copyrights by the Ordering Party, to which it is entitled in relation to the Works, i.e. in particular the right to give its consent to the disposal and use of the elaborations of the Works, such as adaptations or modifications, including the right to translate the Work to foreign languages and to use them for other studies, as well as the Contractor’s consent on further consents to be given by the Ordering Party to exercise such derivative rights by third parties, and the right to make modifications, including significant ones, of each of the elements of the Works, both on their own and to contract out such modifications to third parties without the consent of the Contractor and the right to use separately each of the elements of the Work in all the above mentioned fields of exploitation. On every demand of the Ordering Party, the Contractor shall present a declaration of persons and entities that perform the subject of order in the name of/on behalf of the Contractor on transfer of economic copyrights to the Contractor in the scope that is not smaller than defined in this attachment.

3. The Ordering Party only shall have the right to permit for enforcement of derivative copyrights.
4. Economic copyrights shall be transferred to the Ordering Party at the time of release thereto of any documentation package. Copies of the Works shall become the property of the Ordering Party at the same time
5. Remuneration for the transfer of economic copyrights and derivative copyrights and performance of project's architect supervision is included in the determined remuneration for the subject of order.
6. The Contractor declares that it entitled only to economic copyrights to the projects subject to the order and all other documentation and elaborations executed by the Contractor or Subcontractors due to execution of the subject of order.
7. The Contractor declares has not entered into an agreement with another entity and has not made representation to another entity concerning the copyright to the project subject to the order.
8. The Contractor declares represents that if, as a result of performance of the subject of order, an invention, utility model, industrial design, or trademark, within the meaning of the Industrial Property Act, is created inter alia during the activities of subcontractors, neither the Contractor nor Subcontractors shall apply in this respect for patents, protection rights, additional protection rights, registration rights or other rights, conclude licence agreements on their own behalf or demand additional remuneration on this account. In addition, in the event of an invention, utility model, trade mark or industrial design developed as a result of performance of the subject of order by the contractor or the subcontractors, the right to obtain a patent for the invention or a protection right for a utility model, trade mark, as well as the right related to the registration of the industrial design shall be exercised by the Ordering Party without additional remuneration for the Contractor or the subcontractors.
9. In the event of a third-party claim brought against the Ordering Party for breach or alleged breach of intellectual property rights related to subject of order by the Ordering Party, in particular the rights to any documentation or licence, the Ordering Party shall notify the Contractor of this fact. In this case, the Contractor, regardless of the more far-reaching liability arising from the subject of order, except when the breach is exclusively due to reasons attributable to the Ordering Party:
 - a) shall obtain the Ordering Party's release from any duties to perform obligations in favour of a third party, arising out of breach of these rights, up to the full limit of Ordering Party's liability to a third party, and regardless of the liability limits under the subject of order; this provision also applies to remedy for the damage that the Ordering Party will incur in the event of satisfaction of third party's non-monetary claims, and
 - b) shall promptly acquire, at its own expense, appropriate rights for the Ordering Party or shall modify the completed subject of order or shall take any other action needed to eliminate the condition causing the breach of the intellectual property rights, as well as to exclude and/or limit any existing or future claims in this respect and to ensure the undisturbed use of the Works by the Ordering Party . Any modification made by the Contractor or other activities shall comply with the subject of order and shall not cause any limitation of the extent to which the Ordering Party may use the completed subject of order or to any restrictions of Ordering Party 's rights to the subject of order,
 - c) shall provide the Ordering Party with any assistance, including information and documentation for preparation of defence strategy against third party claims.
10. These provisions include the copyright and industrial property rights to the Works and other subjects of intellectual property rights developed by persons whom the Contractor will entrust, in whole or in part, with performance of the obligations under the order, including its employees and Subcontractors.