

Annex 3 to the Request for Bid - Material draft contractual provisions.

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MATERIAL DRAFT CONTRACTUAL PROVISIONS

1. The Parties shall specify the scope of the Contract in the Contract, indicating that the subject of the Contract shall be the performance by the Contractor of pre-clinical trials on material supplied by the Contracting Party, on the terms and conditions specified in the Description of the Subject of the Contract, which shall be attached as an annex to the Contract, hereinafter referred to as "**Trials**". The Parties shall specify the term of the Contract in the Contract, with the stipulation that it cannot be longer than 12 months from the date of the Contract.
2. The Parties shall specify the procedure and time limits for the transfer of material for Trials to the Contractor in the Contract. The estimated time limit for the transfer of material for Trials is 120 days from the date of the Contract. This time limit is subject to change.
3. The Parties shall agree in the contract on how and to what extent the Contractor shall be required to confirm the quality of the supplied material in order to verify whether it is suitable to properly conduct Trials and confirm the acceptance of the supplier material within the time limit agreed upon by the Parties, which shall not be longer than 20 business days from its receipt or the submission of reservations within that period. In the event that the aforementioned time limit lapses to no avail, the Parties shall unanimously agree that the Contractor has accepted the material for the Trials without any reservations.
4. The Parties shall agree in the Contract on the procedure and form to be used by Contracting Party when providing the Report from conducted Trials to the Contracting Party. The Contracting Party indicates that the Report may be prepared in electronic form. The Report may be provided to the Contracting Party by e-mail.
5. The Parties shall establish in the contract a time limit for the Contractor to perform the subject of the contract, with the stipulation that the Contractor shall perform the subject of the contract and deliver the Report to the Contracting Party within 120 business days from the date on which the Contractor accepted the material for Trials.
6. The Parties will establish Report acceptance procedure in the contract.
7. The Parties will establish in the Contract a detailed schedule for the performance of work and a schedule for the payment of remuneration to the Contractor in the amount specified in their bid.
8. The Contracting Party provides for the possibility of advance payments. Payments will be made on the basis of duly issued invoices in accordance with the schedule. The

remuneration shall be payable within no less than 14 (in words: fourteen) days from the date of delivery of a duly issued invoice to the registered office of the Contracting Party, to the bank account number of the Contractor indicated on the invoice.

9. The Parties will agree in the Contract on the method for the delivery of accounting documents, with the stipulation that the Contractor shall be obliged to issue invoices in electronic form only, to which the Contracting Party agrees as the recipient. Invoices must be sent to the e-mail address of the Contracting Party: e-faktury@port.lukasiewicz.gov.pl, otherwise the time limit for payment shall not start running. Sending an invoice to an e-mail address other than the one specified above or in a form other than provided for above shall be ineffective.

10. The Parties will agree in the Contract on provisions for the transfer of copyrights to the Report, which will allow the Contracting Party to use, share or amend the Report and freely dispose of the Report. The transfer of copyrights to the Contractor must be included in the remuneration for the performance of the Contract.

11. The Parties shall maintain confidentiality under the terms and conditions specified by the Parties in the Contract.

12. The Parties will agree in the contract on how to manage the material used but not fully consumed in the Trial and any unused material.

13. The Parties will specify in the Contract how to terminate the Contract and determine the financial consequences of its termination by either of the Parties.

14. The Parties will establish in the Contract the consequences of failure to transfer the material for trials, with the understanding that in the event of failure to transfer the material for trials within the term of the Contract, the Contract will be terminated upon expiry of its term without the need for additional statements. Neither Party shall assert claims against the other Party on this account.

15. The Parties stipulate that the Contract will be governed by Polish law, unless the Parties decide otherwise in the Contract. As a rule, any and all unregulated matters shall be governed by the provisions of the Polish Civil Code, unless the Parties decide otherwise in the Contract.

16. The Parties shall specify the method of dispute resolution in the Contract, indicating that the Parties will try to resolve amicably any disputes that may arise in connection with the performance of the Contract (this does not constitute an arbitration provision). The Parties shall specify the court jurisdiction in the Contract.

17. The Parties shall specify in the Contract the form in which the Contract is to be concluded, including the stipulation that any amendments to the concluded Contract shall be null and void unless made in writing.