

**GENERAL TERMS AND CONDITIONS OF CONTRACTS  
FOR SERVICES PROVIDED BY THE RAILWAY RESEARCH INSTITUTE (IK)**

**/LABORATORY FOR TESTING MATERIALS AND STRUCTURAL ELEMENTS/**

**I. Definitions:**

- Offeror or Contractor or IK - research institute, **Instytut Kolejnictwa (Railway Research Institute, IK)** with its registered office in Warsaw, address: 04-275 Warsaw, ul. Chłopickiego 50, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under number 21539, VAT: 113-22-57-883;
- Contracting Entity – the entity that orders a service to be performed by IK;
- Work – the subject matter of the order from the Contracting Entity, the result of the order performance by IK;
- GTC – these general terms and conditions of contracts for services performed by the Railway Research Institute.

**II. Contract conclusion and amendment**

1. The contract between the Contracting Entity and IK shall be concluded on the day of delivery of to IK of the Contracting Entity's written statement of IK's offer acceptance for the performance of the Work, provided that such statement is delivered within the period of validity of the offer.
2. If the statement of offer acceptance is submitted by a person other than the Contracting Entity or authorized to represent the Contracting Entity in accordance with the entry disclosed in the National Court Register, such statement is effectively submitted if the person signing it demonstrates to be authorised to submit it on behalf of the Contracting Entity.
3. The provisions of the contract (IK's offer accepted by the Contracting Entity) take precedence over the provisions of the GTC.
4. Any amendments to the contract shall be in writing or else shall be null and void.

**III. Contract performance**

1. The time for completing the order starts running from the day following the day when the Contracting Entity meets the following requirements:
  - a) payment of a prepayment, if the terms and conditions of the contract regarding the payment of remuneration provide for a prepayment;
  - b) delivery of the test subject to the Laboratory for Testing Materials and Structural Elements (IK's address indicated in sec. I above);
  - c) delivery of the materials specified in the offer to the Laboratory for Testing Materials and Structural Elements (IK's address indicated in sec. I above).
2. The Contracting Entity bears the costs of:
  - a) the delivery to the Contractor of the test subject and materials specified in the offer, and the receipt of the test subject from the Contractor;
  - b) storing the test subject by the Contractor after the date of receipt of the test subject set by the Contractor;
  - c) repeating the tests, unless the need to repeat the tests is a consequence of circumstances attributable to the Contractor.
3. IK shall perform the work defined in the contract in accordance with the order placed by the Contracting Entity and the principles of the current knowledge and the laws applicable in this respect, while maintaining the confidentiality of information provided by the Contracting Entity and test results in accordance with the requirements of PN-EN ISO/IEC 17025.
4. IK reserves the right to request additional materials and/or information if they prove necessary in the course of the implementation of the Work, provided that they are or should be in possession of the Contracting Entity. Failure to receive the requested materials and/or information within the time limit set by the IK shall be the basis for extension of the time of performance of the order.

5. The order will be implemented within the time agreed by the parties, if before its expiry the Work is transferred to the Contracting Entity or - where the Work is transferred via post or courier - mail containing the Work is sent.
6. A negative outcome of the Work performed in accordance with the contract does not release the Contracting Entity from the obligation to pay the remuneration agreed by the parties.
7. In the event of a negative result of the test covered by the subject of the contract, the Contractor shall inform the Contracting Entity thereof. In such case, the Contracting Entity may submit a statement of rescission from the contract in the part concerning tests or other works not completed up to the date of notification of a negative test result, within 3 (three) business days (i.e. from Monday to Friday, except bank holidays) from receiving information about a negative test result. Where the Contracting Entity exercises its right to rescind as stipulated in the foregoing sentence, the Contractor shall be entitled to remuneration for the works performed up to the date of submitting a statement of rescission from the contract. If the Contracting Entity does not submit a statement of rescission from the contract, the time for the performance of the contract shall be extended by 3 (three) business days.
8. The Contracting Entity may submit a complaint about the Contractor's performance of tests within 6 months of receiving the test report - the complaint will be reviewed in accordance with the requirements of PN-EN ISO/IEC 17025.

#### **IV. Remuneration**

1. In consideration of the Work IK shall receive remuneration in the amount specified in the IK's offer accepted by the Contracting Entity.
2. The remuneration shall be paid within 14 (fourteen) days of delivery of an invoice.
3. If the terms and conditions of the contract regarding the payment of remuneration provide for a prepayment, the remuneration shall be paid by the Contracting Entity as follows:
  - a) the prepayment within 3 (three) days following the conclusion of the contract to IK's bank account indicated in the offer;
  - b) the amount of the remuneration minus the prepayment shall be paid within 14 (fourteen) days of delivery of an invoice.
4. Subject to sec. 5 below, the invoice will be issued on the day fixed for the transfer of the Work to the Contracting Entity or on the day of sending the Work by IK by post or courier, but no later than within 7 (seven) days following these events, and delivered to the Contracting Entity together with the Work or by separate mail.
5. If the terms and conditions of the contract regarding the payment of remuneration provide for the payment of remuneration after the completion of the Work but before its transfer to the Contracting Entity, the invoice will be issued on the day when the Contracting Entity is informed about the completion of the Work and will be delivered to the Contracting Entity by mail - in such case the Work will be transferred to the Contracting Entity after the IK's bank account is credited with the amount of the remuneration due.
6. The Contracting Entity shall pay the remuneration due to IK by a bank transfer to IK's account indicated on the invoice. The remuneration is deemed timely paid if the IK's account is credited with the amount due before the lapse of the agreed time limit.
7. If the costs referred to in sec. III.2 above are incurred by the Contractor, the Contractor shall increase the net remuneration due thereto by the amount of such costs or charge them to the Contracting Entity on the basis of a separate invoice - adding VAT to the amount of the costs (if the service is subject to VAT in Poland) - which shall be payable within 14 (fourteen) days of the invoice delivery, by bank transfer to the Contractor's account indicated on the invoice.

#### **V. Intellectual property rights**

1. As of the date of payment of the remuneration due for the performance of the Work, the Contractor shall transfer to the Contracting Entity the proprietary copyrights to the Work.
2. The proprietary copyrights to the Work shall be transferred free of any territorial restrictions and shall cover the fields of use enumerated in art. 50 of the Copyright and Related Rights Act of 4 February 1994 (consolidated text: Journal of Laws of 2019, item 1231 as amended).

3. On the date of transfer of the proprietary copyrights to the Work, the Contractor shall transfer the ownership of the carriers whereon the Work is recorded to the Contracting Entity.
4. 20% of the remuneration due for the performance of the Work shall be also understood as payment for the transfer of the proprietary copyrights according to sec. V.2 above.

#### **VI. Dispute resolution**

1. The relations arising or which may arise under this contract shall be governed by the Polish Civil Code and the Copyright and Related Rights Act of 4 February 1994 (consolidated text: Journal of Laws of 2019, item 1231 as amended).
2. The parties shall amicably resolve any disputes arising in connection with the conclusion or performance of this contract shall be submitted to the resolution of Polish courts having jurisdiction over the Contractor's registered office and to the Polish law.

*According to the requirements of art. 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (OJ EU L of 2 May 2016 No 119), we hereby inform as follows:*

- *the information about the processing of personal data of natural persons by the Railway Research Institute is posted on its website at [www.ikolej.pl/RODO](http://www.ikolej.pl/RODO);*
- *the Contracting Entity is obliged to inform natural persons whose personal data it provided to the Railway Research Institute about the content of the said information.*