

GENERAL TERMS AND CONDITIONS OF PROCUREMENT (GTC)

Łukasiewicz Research Network - Industrial Research Institute for Automation
and Measurements PIAP

§1 General Provisions

1.1. The General Terms and Conditions of Procurement ("GTC") govern the rules for executing Purchase Orders concluded between the Ordering Party ("Łukasiewicz Research Network – Industrial Research Institute for Automation and Measurements – PIAP") and the entity performing the given Purchase Order ("Contractor").

1.2. In the event of any inconsistency between the provisions of these GTC and a specific agreement, the provisions of the specific agreement shall prevail.

1.3. In the event of discrepancies between these GTC and documents issued by the Contractor (e.g. internal procedures, general terms of contract performance), the provisions of the GTC shall take precedence.

1.4. These GTC constitute an integral part of any invitation to tender, request for quotation, Purchase Order, or other document forming the basis for concluding an agreement with the Contractor ("Purchase Order").

1.5. These General Terms and Conditions (GTC) apply to all procurements awarded by the Contracting Authority, regardless of the award procedure, including both procurements awarded in accordance with the Public Procurement Law Act and those awarded outside the scope of that Act.

§2 Subject Matter of the Order

2.1. The subject matter of the Order may include the supply of materials, provision of services, or execution of construction works, as described in the Terms of Reference (ToR) or the request for quotation.

2.2. The Contractor undertakes to execute the Order in compliance with all applicable legal provisions, including EU and international standards, and in accordance with the requirements specified by the Ordering Party.

§3 Terms of Performance

3.1. Placement of the Order by the Ordering Party with the Contractor constitutes the basis for its execution.

3.2. Confirmation of acceptance of the Order shall be provided no later than two (2) working days from the date of its placement. The Contractor is obliged to confirm acceptance of the Order via email. The email containing the statement of acceptance must identify the person submitting it (full name, position, and additional contact details). By confirming acceptance, the Contractor accepts the provisions of these General Terms and Conditions of Procurement.

3.3. The Order completion date is binding and specified in the Order. The method of execution shall be agreed between the Parties prior to commencement by the Contractor and confirmed by the Ordering Party via email.

3.4. If, at any stage of execution, the Ordering Party needs to amend the terms of the Order, the Parties shall agree the new terms via email, provided that the changes do not result in a material alteration of the nature of the Order.

3.5. If additional requirements are presented regarding the subject of the Order, the Contractor is obliged to execute the Order in full compliance with all requirements specified therein. Any documentation provided with the Order forms an integral part of it; therefore, the Contractor shall ensure the inclusion of all quality documents assigned to the ordered material and referenced by the Ordering Party.

3.6. The place of delivery shall be the registered office of the Ordering Party or another location specified in the Order.

3.7. In the case of imports from outside the European Union, the Contractor shall be responsible for customs compliance, fees, and ensuring that the goods comply with Polish and EU laws and regulations.

3.8. Unless otherwise stated in the Order, all costs related to transport, insurance, customs duties, and taxes (excluding VAT, where applicable) shall be borne by the Contractor.

3.9. The price specified in the Order shall be fixed, expressed in the currency of the Order, and not subject to indexation, unless otherwise provided. Any change to the price requires prior agreement between the Parties, confirmed at minimum by an exchange of emails.

3.10. If the Contractor is unable to meet all the requirements of the Order, they are obliged to inform the Ordering Party via email within one (1) working day of receipt of the Order.

3.11. The Parties shall not be held liable for non-performance or improper performance of obligations arising from the Order if such failure results from force majeure, defined as an external event that is unforeseeable and unavoidable. The Party invoking force majeure is obliged to promptly inform the other Party of its occurrence and the anticipated impact on the execution of the Order.

§4 Acceptance and Quality Control

4.1. The Ordering Party shall have the right to carry out an audit or inspection regarding the execution of the Order, including at the Contractor's premises, on a date agreed between the Parties. The Contractor shall provide the Ordering Party with access to all documents and data necessary to carry out the inspection.

4.2. The Contractor shall notify the Ordering Party, via email, at least two (2) working days in advance of the planned delivery date, of the Order's readiness for dispatch.

4.3. Goods shall be delivered in packaging that protects them from damage during loading, transport, and unloading. The delivery must include details, including the name and surname of the recipient indicated in the Purchase Order.

4.4. The Ordering Party shall have the right to carry out quality control of the subject of the Order during its execution and at the time of acceptance.

4.5. If any defects are identified, the Ordering Party reserves the right to refuse acceptance of all or part of the subject of the Order.

4.6. If the Contractor delivers the subject of the Order outside the working days or hours specified in the Order, the Ordering Party reserves the right to refuse receipt. In such a case, the Contractor shall be obliged to redeliver the Order on a date agreed with the Ordering Party.

4.7. When notifying the Ordering Party of a delivery, the Contractor shall provide the following information:

- Contractor's details,
- Order number,
- Delivery date, consignment note number, and carrier information.

§5 Complaints

5.1. If the subject of the Order is delivered with defects, including hidden defects, the Ordering Party shall submit a written complaint to the Contractor. The Contractor shall review the complaint and provide a written response regarding the resolution and proposed remedial action within fourteen (14) days, unless otherwise agreed with the Ordering Party in justified cases.

5.2. If the complaint is accepted, the Contractor shall deliver to the Ordering Party a defect-free subject of the Order within no more than seven (7) working days, unless otherwise agreed between the Parties.

5.3. If the Contractor identifies any non-conformities in the subject of the Order, they shall inform the Ordering Party via email prior to commencing execution, and in any case within one (1) working day from identifying the non-conformity.

§6 Guarantee and Statutory Warranty

6.1. The Contractor shall provide the Ordering Party with a quality guarantee for the delivered subject of the Order for the period specified in the Order, or in accordance with the manufacturer's warranty, whichever is longer. The guarantee period shall commence on the date of delivery of the subject of the Order to the Ordering Party, unless otherwise agreed by the Parties.

6.2. The Ordering Party shall be entitled to exercise rights under statutory warranty irrespective of any rights arising from the guarantee.

6.3. Within seven (7) working days from the date on which the Ordering Party notifies the Contractor of non-conformity of the delivery with the Order, the Contractor shall, at their own cost, deliver the missing part of the Order, replace defective goods with defect-free items, or provide the missing documentation. This deadline may be extended subject to the Ordering Party's consent.

§7 Contractual Penalties

7.1. The Ordering Party reserves the right to impose contractual penalties in the event of:

7.1.1. Delay in the execution of the Order - at a rate of 0.5% of the gross value of the Order for each commenced day of delay,

7.1.2. Delay in removal of defects in the Order - at a rate of 0.5% of the gross value of the Order for each commenced day of delay,

7.1.3. Withdrawal from the Order due to reasons attributable to the Contractor – in the amount of 10% of the gross value of the Order.

7.2. The total amount of contractual penalties imposed on the Contractor during execution of the Order shall not exceed 30% of the maximum gross remuneration for execution of the Order.

7.3. The imposition of penalties does not preclude the Ordering Party from seeking compensation exceeding the value of such penalties under general legal principles. The Ordering Party may, in justified cases or upon written request from the Contractor, waive the imposition of penalties.

7.4. The Contractor shall bear full liability for any damage arising from non-performance or improper performance of the Order, including damage caused by its employees, associates, or subcontractors.

The Contractor's liability also covers damage caused to third parties in connection with the execution of the Order.

§8 Withdrawal or Termination

8.1. For Orders to which the provisions of the Civil Code on contracts of sale apply, the Ordering Party may withdraw from the Order:

8.1.1. In respect of the unperformed portion – within seven (7) days from acceptance of the offer or conclusion of the agreement,

8.1.2. At any time, if the delay in performance exceeds fourteen (14) days – until such time as the Contractor properly completes the Order in full,

8.2. For Orders to which the provisions of the Civil Code on contracts for services apply:

8.2.1. The Ordering Party may terminate the Order at any time, without stating reasons,

8.2.2. The Contractor may terminate the Order only for valid reasons. The termination notice must state the reason for termination, failing which it shall be deemed invalid.

§9 Payments

9.1. The Ordering Party shall make payment in accordance with the arrangements specified in the Order. Payment may be made after completion of the Order, as a prepayment, advance, or in another agreed form, based on an appropriate accounting document issued in compliance with applicable legal regulations. The Contractor is required to indicate the Ordering Party's Order number on the issued document.

9.2. Accounting documents shall be issued and made available to the Ordering Party in the form and manner prescribed by applicable legal regulations, in particular through the use of ICT systems provided for by generally applicable law.

9.3. Where applicable legal provisions do not impose on the Parties an obligation to use a specific form or method for sharing accounting documents, the Ordering Party accepts the use of electronic accounting documents. Such documents shall be submitted in the manner specified in the Purchase Order, and in the absence of such specification – to the Ordering Party's email address.

9.4. Invoices or other accounting documents not bearing the Purchase Order number may be withheld from the payment process until clarification is provided.

§10 Confidentiality

10.1. The Contractor shall be obliged to maintain the confidentiality of all information obtained in connection with the execution of the Order. This obligation shall continue after completion of the Order.

10.2. The Contractor declares that, in connection with the execution of the Order, no financial or personal benefits are offered or accepted. In the event of a breach of this provision, the Ordering Party shall have the right to withdraw from the Order with immediate effect.

The Contractor undertakes to comply with the ethical and integrity standards applicable within the Łukasiewicz Research Network.

§11 Governing Law and Dispute Resolution

11.1. Any matters not regulated by these GTC or by agreements concluded on their basis shall be governed by the generally applicable provisions of Polish law.

11.2. Any disputes shall be resolved by a common court of law in the Republic of Poland having jurisdiction over the registered office of the Ordering Party.

§12 Final Provisions

12.1. Any amendments to the Order or to agreements concluded on the basis of these GTC shall require documentary form; the Parties acknowledge that an exchange of emails satisfies this requirement. Failure to comply with this form shall render such amendments null and void.

12.2. If any provision of these GTC is found to be invalid or ineffective, the remaining provisions shall remain in force.

12.3. The Ordering Party makes its Privacy Policy regarding the processing of personal data in connection with the execution of the Order available to the Contractor at the following website: <https://piap.lukasiewicz.gov.pl/en/about-us/privacy-policy/>

12.4. The current version of the GTC is available on the Ordering Party's website at: <https://bip.piap.lukasiewicz.gov.pl/Zamowienia-publiczne>

12.5 The GTC have been drawn up in Polish with an English translation attached. In the event of any discrepancies between the language versions, the Polish version shall prevail.