



DOSTAWA Z MONTAŻEM, URUCHOMIENIEM ORAZ ZE ŚWIADCZENIEM USŁUGI SERWISU DWÓCH ELEKTRYCZNYCH SUWNIC PLACOWYCH TYPU RTG

Pytania otrzymane w dniu 14.10.2021 godzina 15:33

Pytania i odpowiedzi w przetargu:

No.	Original clause	Bidder's proposal	Notes UWAGI Ofereanta vPL	Wyjaśnienia PCCI / komentarze PCCI vPL/VEN	Propozycje PCCI / Korekty zapisów vPL/VEN
	PCC INTERMODAL S. A. with registered office in Gdynia, 16 Hutnicza Street, registered in the National Court Register by the District Court in Gdańsk-North under the number KRS 0000297665. share capital 103.565.556 PLN, NIP: 749-196-84-81, REGON: 532471265, referred to in the text of the agreement as the "Customer" Receiver" or "Recipient" Purchaser", represented by:	PCC INTERMODAL S. A. with registered office in Gdynia, 16 Hutnicza Street, registered in the National Court Register by the District Court in Gdańsk-North under the number KRS 0000297665. share capital 103.565.556 PLN, NIP: 749-196-84-81, REGON: 532471265, referred to in the text of the agreement as the "Customer" Receiver" or "Recipient" Purchaser", represented by:	Bidder proposes to use same terminology over the whole Agreement. Ofereant proponuje używać tej samej terminologii w całej umowie.	Zamawiający wyjaśnia, iż opublikuje tekst Specyfikacji oraz projektów umów także w języku angielskim. Przywołane zapisy brzmiały w treści tych dokumentów następująco: w umowie dostawy: the "Client" or the "Ordering Party"; w umowie serwisu: the "Ordering Party". Pojęcia te są używane zamiennie i każdorazowo oznaczają PCC Intermodal S.A. The Ordering Party explains that it will publish the text of the Specification and draft contracts also in English. The above-mentioned provisions are worded in the content of these documents as follows: in the supply contract: the "Client" or the "Ordering Party"; in the service contract: the "Ordering Party". These terms are used interchangeably and mean each time PCC Intermodal S.A.	Niniejsze zmiany zostały uwzględnione i zostaną naniesione w tekście ujednoliconym umowy. These changes have been taken into account and will be incorporated into the consolidated text of the contract.

<p>§ 1. Definitions</p>	<p>I) "Equipment" - Two eRTG cranes together with all equipment and infrastructure, the supply and fabrication of which is the responsibility of the Supplier</p>	<p>I) "Equipment" - Two eRTG cranes together with all equipment and infrastructure, the supply and fabrication of which is the responsibility of the Supplier as set forth in Attachment No 1.</p>	<p>Reference to Attachment 1 added for clarity of definition of Equipment Dodano odniesienie do Załącznika 1 dla jasności definicji Sprzętu.</p>	<p>Zamawiający akceptuje dodane odniesienie. Ordering Party accepts the reference added.</p>	
<p>§ 2. Subject Matter</p>	<p>1. The subject matter of the Agreement is described in the Specification of the Object of Tender (hereinafter referred to as "Specification" - Appendix No. 1) two eRTG cranes, complete and fit for use, complying with the parameters specified during the tender, designed, manufactured, assembled, checked, delivered with Technical Documentation, approved for operation by TOT, commissioned and handed over to the</p>	<p>1. The subject matter of the Agreement is described in the Specification of the Object of Tender (hereinafter referred to as "Specification" - Appendix No. 1) two eRTG cranes, complete and fit for use, complying with the parameters specified during the tender, designed, manufactured, assembled, checked, delivered with Technical Documentation, approved for operation by TOT, commissioned and handed over to the</p>	<p>"Fit for use" phrase be deleted because the Supplier will give express warranties and any implied warranties such as of merchantability and fit for purpose shall be excluded. "Zdatne do użytkowania" usunięto, ponieważ Dostawca udzieli wyrażnych</p>	<p>Zamawiający wyjaśnia że przez "Zdatne do użytkowania" to takie, które działają, spełniają wymagania Specyfikacji i przepisów i nieposiadające wad i niezgodności w chwili odbioru końcowego. Zapis został zmodyfikowany – treść w kolumnie z prawej strony. The Ordering Party explains that by "Fit for Use" are those that work, meet the requirements of the Specifications and regulations and do not have any defects or non-conformities at the time of final acceptance. The entry has been modified - the content in the column on the right.</p>	<p>"Przedmiotem Umowy są opisane w Specyfikacji Przedmiotu Przetargu, (nazywanej dalej „Specyfikacja” - Załącznik nr 1) dwie suwnice typu eRTG, kompletne spełniające wymagania przepisów i nieposiadające wad ani niezgodności w chwili odbioru końcowego, zgodne z parametrami określonymi w toku przetargu, zaprojektowane, wyprodukowane, zmontowane, sprawdzone, dostarczone wraz z Dokumentacją techniczną, dopuszczone do eksploatacji przez TDT, oddane do użytku i przekazane Odbiorcy przez Dostawcę zgodnie z Umową." The subject of the Agreement are two eRTG cranes, described in the Specification of the Subject of the Tender, (hereinafter referred to as</p>





	<p>approved for operation by TOT, commissioned and handed over to the Customer by the Supplier in accordance with the Contract.</p>	<p>Customer by the Supplier in accordance with the Contract.</p>	<p>gwarancji, a wszelkie dorozumiane gwarancje, takie jak zbywalność i przydatność do celu, zostaną wyłączone</p>		<p>"Specification" - Appendix No. 1), complete and meeting the requirements of the regulations and not having any defects or non-conformities at the time of final acceptance, in accordance with the parameters specified in the tender, designed, manufactured, assembled, checked, delivered with the technical documentation, approved for operation by TDT, commissioned and delivered to the Customer by the Supplier in accordance with the Agreement."</p>
<p>§ 2. Subject Matter</p>	<p>3. The activities referred to in section 2 above shall be performed by the Supplier on terms and conditions set forth in the Agreement and its appendices, and in accordance with standards and regulations and the requirements of the TDT, if such requirements are determined by the TDT.</p>	<p>3. The activities referred to in section 2 above shall be performed by the Supplier on terms and conditions set forth in the Agreement and its appendices, and in accordance with standards and regulations and the requirements of the TDT, if such requirements are determined by the TDT and included in the Agreement.</p>	<p>Requirements of TDT must be within the scope of the Agreement. Wymagania TDT muszą mieścić się w zakresie umowy.</p>	<p>Zamawiający nie wyraża zgody na niniejsze uzupełnienie. Zamawiający zwraca uwagę, iż obowiązkiem i rolą Dostawcy jest przeprowadzenie wszelkich uzgodnień w związku z prowadzeniem czynności odbiorów końcowych i uzyskania wymaganych dopuszczeń. The Ordering Party does not agree to this supplement. The Ordering Party points out that it is the duty and role of the Supplier to make all arrangements in connection with the performance of final acceptance activities and obtaining the required approvals.</p>	



§ 2. Subject Matter	<p>5. The obligations arising from the Agreement shall be performed by the Supplier with the utmost care and diligence required of a professional (i.e. an entity conducting business activity the scope of which is covered by the subject of the Agreement) and in accordance with the highest standards applicable to performance of this type of work, as well as with consideration of solutions most beneficial to the Customer.</p>	<p>5. The obligations arising from the Agreement shall be performed by the Supplier with the utmost care and diligence required of a professional (i.e. an entity conducting business activity the scope of which is covered by the subject of the Agreement) and in accordance with the highest standards applicable to performance of this type of work, as well as with consideration of solutions most beneficial to the Customer.</p>	<p>The agreed solution is exclusively defined in the Agreement.</p> <p>Uzgodnione rozwiązanie określa wyłącznie Umowa.</p>	<p>Zamawiający dokonał korekty zapisów w sposób wskazany w kolumnie z prawej strony.</p> <p>The Ordering Party corrected the entries in the manner indicated in the column on the right.</p>	<p>5 "Wynikające z Umowy obowiązki Dostawca wykonywał będzie z najwyższą starannością wymaganą od profesjonalisty (tj. podmiotu prowadzącego działalność gospodarczą, której zakres pokrywa się przedmiotem Umowy) oraz zgodnie z najwyższymi standardami obowiązującymi przy wykonywaniu tego typu prac oraz rozwiązań."</p> <p>5. "The obligations under the Agreement shall be performed by the Supplier with the utmost care required from a professional (i.e. an entity conducting economic activity within the scope corresponding to the subject-matter of the Agreement) and in accordance with the highest standards applicable to performance of this type of works and solutions."</p>
§ 3. Price	<p>7. Unless expressly specified otherwise in the Agreement, the prices specified in sections 1-3 cover all of the Supplier's obligations under the Agreement, including</p>	<p>7. Unless expressly specified otherwise in the Agreement, the prices specified in sections 1-3 cover all of the Supplier's obligations under the Agreement, including</p>	<p>Within Scope of Supply the delivery is complete but no obligations beyond Scope of Supply.</p>	<p>Propozycja uzupełnienia tekstu nie znajduje akceptacji Zamawiającego. Zamawiający zakłada, iż Dostawca zajmujący się profesjonalną dostawą suwnic składając ofertę winien w zaoferowanej cenie uwzględnić i wycenić ewentualną konieczność, podjęcia jakichkolwiek innych działań</p>	<p>Zwracamy uwagę, że treść udośćnionego przez Zamawiającego tłumaczenia brzmi następująco:</p> <p>"Unless expressly provided otherwise in the Agreement, the prices specified in paragraphs 1-3 shall include the performance of all obligations of the</p>



	<p>the Agreement, including those not mentioned in the Agreement and its appendices, which are necessary to perform the subject of the Agreement. The prices shall also cover all elements necessary for delivery of the Equipment and its possible retrofitting, proper performance and completion of accompanying services as well as removal of defects found under warranty liability until the end of the warranty period.</p>	<p>those not mentioned in the Agreement and its appendices, which are necessary to perform the subject of the Agreement. However, Supplier's obligations do not extend on any part beyond the scope of supply as specified in the Specification – Appendix 1. The prices shall also cover all elements necessary for delivery of the Equipment and its possible retrofitting, proper performance and completion of accompanying services as well as removal of defects found under warranty liability until the end of the warranty period.</p>	<p>W ramach Zakresu Dostawy dostawa jest kompletna, ale nie ma zobowiązań wykraczających poza Zakres Dostawy.</p>	<p>lub czynności, aby wywiązać się z umowy dostawy.</p> <p>The proposal to supplement the text is not approved by the Ordering Party.</p> <p>The Ordering Party assumes that the Supplier dealing with the professional supply of overhead cranes, when submitting an offer, should take into account and estimate the possible necessity of taking any other actions or activities to fulfill the supply contract in the price offered.</p>	<p>Supplier under the Agreement, including those not mentioned in the Agreement and its Annexes, which are necessary to perform the subject-matter of the Agreement. The prices shall also include all elements necessary for the supply of the Equipment and its retrofitting, if any, the proper performance and completion of the accompanying services, and the remedy of any defects covered by liability under the warranty, found until the expiry of the warranty period".</p> <p>„O ile wyraźnie nie określono inaczej w Umowie, ceny określone w ust. 1-3 pokrywają wszystkie zobowiązania Dostawcy wynikające z Umowy, w tym nie wymienione w Umowie i jej załącznikach, a których poniesienie jest konieczne, aby zrealizować przedmiot Umowy. Ceny pokrywają także wszelkie elementy niezbędne do dostawy Sprzętu oraz jego ewentualnego doposażenia, należytego wykonania i zakończenia świadczeń towarzyszących oraz usunięcia objętych odpowiedzialnością gwarancyjną wad stwierdzonych do czasu zakończenia okresu gwarancji.”</p>
<p>§ 4.</p>	<p>1. Within 60 days from concluding</p>	<p>1. Within 60 days from concluding the</p>	<p>Last payment of 20% was</p>	<p>Zamawiający wyjaśnia że kwestia ostatniej płatności (nie mniej niż 20%</p>	

<p>Terms of Payment</p>	<p>the Contract the Supplier may notify the Customer that it will require payment of one or several instalments on account of the Total Sale Price. The number of instalments, their amount and payment dates shall not be greater than and earlier than:</p> <p>a) 20% of the amount. The amount referred to in §3.3 plus VAT in accordance with applicable regulations - within 5 weeks from the date of concluding the Agreement;</p> <p>b) 30% of the amount referred to in §3.3, increased with applicable regulations - within 30 days of</p>	<p>Contract the Supplier may notify the Customer that it will require payment of one or several instalments on account of the Total Sale Price. The number of instalments, their amount and payment dates shall not be respectively greater than and earlier than:</p> <p>The Total Sale Price shall be paid by the Customer to the Supplier as follows:</p> <p>a) 20% of the amount Total Sale Price. The amount referred to in §3.3 plus VAT in accordance with applicable regulations - within 5 weeks from the date of concluding signing the Agreement;</p> <p>b) 30% of the amount Total Sale Price referred to in §3.3, increased by VAT in accordance with applicable regulations - within 30 days of</p>	<p>missing in the original Terms of Payment.</p> <p>For extra clarity, we propose to use the word "signing" in lieu to "concluding" the Agreement.</p> <p>Same terminology proposed elsewhere where used in the Agreement.</p> <p>W pierwotnych Warunkach płatności brakowało ostatecznej płatności w wysokości 20%.</p> <p>Dla większej jasności proponujemy użycie słowa „podpisanie” zamiast „zawarcia” Umowy. Ta</p>	<p>ceny) uregulowana jest w §4 ust. 10. Nie jest to już jednak zaliczka w związku z czym nie dotyczą jej zapisy ust. 1-9 odnoszące się tylko do rat zaliczek.</p> <p>Termin "zawarcie umowy" jest wyjaśniony w §25.1 oraz w instrukcji na stronie tytułowej Umowy. Ponieważ każda ze stron Umowy będzie podpisywać umowę w innym czasie, sformułowanie "podpisanie umowy", bez wskazania przez którą ze stron, jest niejednoznaczne.</p> <p>Zwroty "kwota, o której mowa w §3.3" oraz "Całkowita Cena Zakupu" są tożsame i mogą być używane zamiennie.</p> <p>The Ordering Party explains that the issue of the last payment (not less than 20% of the price) is regulated in §4 section 10. However, it is no longer an advance payment, and therefore it does not apply to the provisions of par. 1-9 relating only to instalments of advances.</p> <p>The term "conclusion of the contract" is explained in §25.1 and in the</p>
-------------------------	---	---	--	---





<p>by VAT in accordance with applicable regulations - within 30 days of providing the Recipient with a progress report and complete Design Documentation, but not earlier than within 6 months from the day of concluding the Agreement;</p> <p>c) 30% of the amount referred to in §3.3, increased by VAT in accordance with applicable regulations - within 30 days of delivery and submission of a statement by the Supplier on delivery of the Complete Structural set of construction elements of both cranes ex-works DDP (Incoterms 2010) to the Place of Delivery, ready for installation</p> <p>d) The 20% of the Total Price referred to in § 3. increased by VAT in accordance with the applicable regulations - shall be paid within 30</p>	<p>providing the Recipient with a progress report and complete Design Documentation, but not earlier than within 6 months from the day of concluding signing the Agreement;</p> <p>c) 30% of the amount Total Sale Price referred to in §3.3, increased by VAT in accordance with applicable regulations - within 30 days of delivery and submission of a statement by the Supplier on delivery of the Complete Structural set of construction elements of both cranes ex-works DDP (Incoterms 2010) to the Place of Delivery, ready for installation</p> <p>d) The 20% of the Total Price referred to in § 3. increased by VAT in accordance with the applicable regulations - shall be paid within 30</p>	<p>sama terminologia proponowana w innym miejscu, w której jest używana w Umowie.</p>	<p>instructions on the title page of the Agreement. As each of the parties to the Agreement will sign the contract at a different time, the wording "signing the contract" is ambiguous without indicating by which party.</p> <p>The phrases "the amount referred to in §3.3" and "Total Purchase Price" are identical and may be used interchangeably.</p>
--	--	---	--



	of Delivery, ready for installation	<i>days from the date of final acceptance of the Equipment to the Recipient's commercial use.</i>			
§ 4. Terms of Payment	<p>10. The total Purchase Price referred to in 3.1, increased by VAT in accordance with the applicable regulations and reduced by the amounts of previously paid advances - shall be paid within 30 days from the date of handing over to the Recipient the (final) invoice issued on the basis of a take-over protocol signed by both parties.</p> <p>11. The additional price referred to in § 3.2(a) and (b), due for retrofitting the Equipment in connection with the performance of the Operational Mode due for retrofitting the Equipment in connection with the performance of the Operational</p>	<p>10. The total Purchase Price referred to in 3.1, increased by VAT in accordance with the applicable regulations and reduced by the amounts of previously paid advances shall be paid within 30 days from the date of handing over to the Recipient the (final) invoice issued on the basis of a take-over protocol signed by both parties.</p> <p>11. The additional price referred to in § 3.2(a) and (b), due for retrofitting the Equipment in connection with the performance of the Operational Mode due for retrofitting the Equipment in connection with the performance of the Operational</p>	<p>Due to the global situation and the nature of automation, an offer for retrofitting to remote control or autonomous operation cannot be provided. In case the manual operation will be retrofitted to automation in future the offer shall be provided separately and the terms and conditions shall be separately agreed. Ze względu na sytuację globalną i charakter automatyzacji</p>	<p>W związku ze zmianami w Specyfikacji dotyczącymi trybów pracy suwnic Zamawiający dokona odpowiadających tym zmianom korekt zapisów dotyczących płatności.</p> <p>In connection with the changes in the Specification concerning the operating modes of the gantry cranes, the Ordering Party will make corrections to the payment entries corresponding to these changes.</p>	

	<p>Mode Option, plus VAT - shall be paid within 30 days from the date of delivery to the Recipient of an invoice issued on the basis of a protocol signed by both parties on the completion of work related to the performance of each Operational Mode Option.</p>	<p>Recipient of an invoice issued on the basis of a protocol signed by both parties on the completion of work related to the performance of each Operational Mode Option.</p>	<p>nie można przedstawić oferty na doposażenie w sterowanie zdalne lub pracę autonomiczną. W przypadku przebrojenia obsługi ręcznej na automatykę w przyszłości oferta zostanie dostarczona osobno, a warunki zostaną oddzielnie uzgodnione.</p>	
<p>§ 6. Delay, Contractual Penalty</p>	<p>2. The Recipient shall be entitled to charge contractual penalties for delay with respect to each of the dates specified in §5.2 letters a)-d). The amount of the contractual penalty shall be 0.1% of the Total Purchase Price, for each full day of delay with respect to each of the dates</p>	<p>2. The Recipient shall be entitled to charge contractual penalties for delay with respect to each of the dates specified in §5.2 letters a)-d). The amount of the contractual penalty shall be 0.1% of the Total Purchase Price, for each full week day of delay with respect to each of the dates</p>	<p>Liquidated damages up to 0.1 % of the Total Purchase Price for each full week can be accepted and only in relation to §5.2 d). Kary umowne do 0,1%</p>	<p>Zamawiający nie akceptuje wykreślenia ust. 2 i 3 jednakże przychyliła się jednak do zmiany poziomu kar w ust. 2 z 0,1% na 0,06% . The Ordering Party does not accept the deletion of paragraph 2 and 3, however, it is in favor of changing the level of penalties in section 2 from 0.1% to 0.06% .</p> <p>Odpowiednie zmiany zostaną wprowadzone do treści ujednoliconej umowy. Zamawiający dokona pulikacji zaktualizowanej treści umowy.</p>



<p>day of delay with respect to each of the dates specified in §5.2 letters a) - d). However, the penalty shall not be payable if, despite the failure to meet the deadline specified in §5.2 letters a), b) or c), the Supplier meets the deadline for completion of the nearest subsequent stage (milestone), i.e. the deadline specified in §5.2(b), (c) or (d). As a result, the amount due as a contractual penalty for failure to meet the deadline specified in e.g. §5.2(a) will only become due on the date resulting from §5.2(b), if on that date the Supplier is in delay with the completion of the second stage.</p>	<p>specified in §5.2 letters a) - d). However, the penalty shall not be payable if, despite the failure to meet the deadline specified in §5.2 letters a), b) or c), the Supplier meets the deadline for completion of the nearest subsequent stage (milestone), i.e. the deadline specified in §5.2(b), (c) or (d). As a result, the amount due as a contractual penalty for failure to meet the deadline specified in e.g. §5.2(a) will only become due on the date resulting from §5.2(b), if on that date the Supplier is in delay with the completion of the second stage.</p> <p>3. Exceeding the deadline for Hand-over/ final acceptance specified in §5.2 dl by not more than 5</p>	<p>Całkowitej Ceny Zakupu za każdy pełny tydzień mogą być akceptowane i tylko w odniesieniu do §5.2 d).</p>	<p>Zamawiający po przeanalizowaniu Państwa propozycji przychyliła się do zmniejszenia kar umownych naliczanych zgodnie z §5 ust. 2-3 do poziomu 10% Całkowitej Ceny Zakupu. W przypadku kar naliczanych na podstawie ust. 4 tj. dotyczących wykonania automatyzacji suwnic, to Zamawiający biorąc pod uwagę fakt, iż automatyzacja jest ważną funkcjonalnością oraz uwzględniając proporcje cen automatyzacji do ceny suwnicy w wersji manualnej, zmienia poziom kar z 0,4% do 0,2% i jednocześnie korygując jej poziom wskazany w §6 ust. 5 z 20% na 10% ceny dodatkowej określonej w §3 ust. 2 lit. a) lub b).</p> <p>After analyzing your proposal, the ordering party agrees to reduce the contractual penalties calculated in accordance with §5 para. 2-3 up to 10% of the Total Purchase Price. In the case of penalties calculated on the basis of paragraph 4, i.e. regarding the implementation of the automation of overhead cranes, the Ordering Party, taking into account the fact that automation is an important functionality and taking into account the proportion of automation prices to the price of a manual version of the</p>
--	--	---	--



	<p>3. Exceeding the deadline for Hand-overfinal acceptance specified in §5.2 dl by not more than 5 working days shall not cause calculation of the contractual penalty; however, if the delay is longer. The penalty shall be calculated for each week day counting from the day indicated in § 5.2 d).</p> <p>4. The Customer shall be entitled to charge contractual penalties for delay in relation to each of the dates specified in §5.5 letters a)-c). The amount of the contractual penalty shall be 0.4% of the additional price specified in §3.2 letters a)-b) respectively, for each full day of delay with respect to each of the dates specified in §5.3 letters a)-d). However, this penalty shall not be due if, despite missing a deadline set forth in §5.3(a) or (b), the Supplier meets a subsequent deadline</p>	<p>working days shall not cause calculation of the contractual penalty; however, if the delay is longer. The penalty shall be calculated for each week day counting from the day indicated in § 5.2 d).</p> <p>4. The Customer shall be entitled to charge contractual penalties for delay in relation to each of the dates specified in §5.5 letters a)-c). The amount of the contractual penalty shall be 0.4% of the additional price specified in §3.2 letters a)-b) respectively, for each full day of delay with respect to each of the dates specified in §5.3 letters a)-d). However, this penalty shall not be due if, despite missing a deadline set forth in §5.3(a) or (b), the Supplier meets a subsequent deadline</p>	<p>Retrofit Mode Options will not be offered under this Agreement. Remote operation and autonomous operation can only be offered as an option in lieu to manual operation. Should the Customer choose to purchase remote operation or autonomous operation in lieu to manual operation, the same contractual penalty as with §5.2 d) shall apply.</p>	<p>overhead crane, changes the level of penalties from 0.4% to 0.2% and at the same time corrects its level indicated in §6 section 5 from 20% to 10% of the additional price specified in §3 sec. 2 lit. a) or b).</p>
--	---	---	---	---



<p>letters a) or b) respectively, for each full day of delay with respect to each of the dates specified in §5.3 letters a)-d). However, this penalty shall not be due if, despite missing a deadline set forth in §5.3(a) or (b), the Supplier meets a subsequent deadline set forth in §5.3(b) or (c). Consequently, the amount due under contractual penalties for failure to meet the deadlines set forth in §5.3 shall be payable under the terms set forth above in paragraph 2 in fine.</p> <p>5. The total amount of contractual penalties calculated under paragraphs 2-3</p>	<p>set forth in §5.3(b) or (c). Consequently, the amount due under contractual penalties for failure to meet the deadlines set forth in §5.3 shall be payable under the terms set forth above in paragraph 2 in fine.</p> <p>5. The total amount of contractual penalties calculated under paragraphs 2-3 may not exceed 10% of the Total Purchase Price, while that calculated under paragraph 4-20% of the additional price specified in §3.2 iii-a) or b), respectively.</p> <p>6. Payment of the contractual penalty shall be the sole and exclusive remedy for the Customer due to any delay of the Supplier and does not exclude the Customer's right to pursue supplementary claims</p>	<p>Opcje trybu modernizacji nie będą oferowane w ramach niniejszej Umowy. Obsługa zdalna i praca autonomiczna mogą być oferowane tylko jako opcja zamiast obsługi ręcznej. W przypadku, gdy Klient zdecyduje się na zakup pracy zdalnej lub pracy autonomicznej zamiast pracy ręcznej, obowiązuje taka sama kara umowna jak w §5.2 d).</p> <p>Contractual penalty for delay shall be the sole and</p>		
--	---	---	--	--



<p>may not exceed 10% of the Total Purchase Price, while that calculated under paragraph 4 - 20% of the additional price specified in §3.2 (ii. a) or b), respectively.</p> <p>6. Payment of the contractual penalty does not exclude the Customer's right to pursue supplementary claims against the Supplier under general rules and applicable laws or to withdraw from the Contract in accordance with §22. Payment of the contractual penalty also does not release the Supplier from its obligation to complete and deliver the Equipment or to perform any other</p>	<p>against the Supplier under general rules and applicable laws or to withdraw from the Contract in accordance with §22. However, payment of the contractual penalty also does not release the Supplier from its obligation to complete and deliver the Equipment or to perform any other obligation under the Contract.</p>	<p>exclusive remedy for the Customer due to any delay of the Supplier.</p> <p>Kara umowna za opóźnienie będzie jedynym i wyłącznym środkiem zaradczym dla Klienta z tytułu opóźnienia Dostawcy.</p>	<p>Zamawiający zmienia treść § 6 ust. 6 ustalając w jego pierwszym zdaniu, że:</p> <p>„Kary umowne określone w ust. 2 i 4 mają charakter wyłączny, w związku z czym Odbiorca nie będzie uprawniony do dochodzenia odszkodowania uzupełniającego na zasadach określonych w § 23.”</p> <p>The Ordering Party changes the content of § 6 sec. 6 establishing in its first sentence that:</p> <p>"Contractual penalties specified in sec. 2 and 4 are exclusive, and therefore the Recipient will not be entitled to claim additional compensation on the terms set out in § 23. "</p>	
---	--	---	--	--

<p>§ 8. Special Obligations of the Supplier</p>	<p>obligation under the Contract.</p> <p>9. The Supplier shall be liable and shall indemnify the Customer against any claims arising out of or in connection with the negligence of the Supplier or persons for whom it is responsible, related to the performance of the Contract. In the event that such execution and performance results in the imposition of a fine or order to take corrective action for failure to comply with safety related regulations, including environmental pollution. Supplier shall be obligated to pay such fines and remedy the violation of law.</p>	<p>9. Subject to limitations set out in § 23.3, the Supplier shall be liable and shall indemnify the Customer against any claims arising out of or in connection with the negligence of the Supplier or persons for whom it is responsible, related to the performance of the Contract. In the event that such execution and performance results in the imposition of a fine or order to take corrective action for failure to comply with safety related regulations, including environmental pollution. Supplier shall be obligated to pay such fines and remedy the violation of law.</p>	<p>Zamawiający w toku uprzednio wprowadzonych zmian, o których informował Oferentów, dokonał zmiany brzmienia paragrafu 8.9 na następującą: „W przypadku, gdy zanieczyszczenia Dostawcy lub osób, za które odpowiada przy wykonaniu Umowy skutkują nalożeniem grzywny lub nakazaniem podjęciem działań naprawczych z powodu nieprzebrzegania przepisów związanych z bezpieczeństwem, w tym z zanieczyszczeniem środowiska, Dostawca zobowiązany będzie do pokrycia takich kar oraz do usunięcia skutków naruszenia prawa.” The Ordering Party, in the course of previously introduced changes, about which it informed Bidders, changed the wording of paragraph 8.9 to the following: "In the event that the negligence of the Supplier or persons for whom it is responsible in the performance of the Agreement results in the imposition of a fine or an order to take corrective action due to non-compliance with the provisions related to safety, including environmental contamination, the Supplier will be obliged to cover such</p>	<p>Zamawiający dokona publikacji zaktualizowanej treści umowy. The Ordering Party will publish the updated content of the contract.</p>
---	--	---	--	---



§ 8. Special Obligations of the Supplier	13. Supplier shall be solely responsible for any damage to, or destruction or loss, regardless of cause, of the Equipment and other materials, tools and equipment owned or borrowed by Supplier that are used or intended to be used to fulfill Supplier's obligations under the Contract.	13. Supplier shall be solely responsible for any damage to, or destruction or loss, regardless of cause, except to the extent caused by the Customer, of the Equipment and other materials, tools and equipment owned or borrowed by Supplier that are used or intended to be used to fulfill Supplier's obligations under the Contract.	penalties and to remove the consequences of the violation of law"	Zamawiający dokona publikacji zaktualizowanej treści umowy. The Ordering Party will publish the updated content of the contract.
§ 12. Operational Testing Before Acceptance and Commissioning	6. The Customer may accept the Equipment if the defects, non-conformities found are not of a material nature	6. The Customer may shall accept the Equipment if the defects, non-conformities found are not of a material nature (they do not	Zamawiający wyjaśnia że w wersji polskiej brzmienie ustępu §12.6 będzie rozpoczynać się następująco: The ordering party explains that in the Polish version, the wording of section §12.6 will begin as follows:	"Odbiorca powinien dokonać odbioru Sprzętu jeśli stwierdzone wady, niezgodności nie mają istotnego charakteru (nie mają wpływu na utrzymanie ciągłej pracy Sprzętu, ani na wydajność



<p>(they do not have an impact on maintaining continuous operation of the Equipment, nor on its operating efficiency, nor on safety requirements). In such a case, the parties shall make a list of such insignificant discrepancies in the Acceptance Protocol and the Supplier shall be obliged to repair the discrepancies listed therein within the time limit set forth therein.</p>	<p>have an impact on maintaining continuous operation of the Equipment, nor on its operating efficiency, nor on safety requirements). In such a case, the parties shall make a list of such insignificant discrepancies in the Acceptance Protocol and the Supplier shall be obliged to repair the discrepancies listed therein within the time limit set forth therein.</p>	<p>"Odbiorca powinien dokonać odbioru Sprzętu jeśli stwierdzone wady, niezgodności nie mają ... etc</p> <p>Zgodnie z powyższym wersja angielska zostanie odpowiednio skorygowana treść niniejszego paragrafu będzie następująca: In accordance with the above, the English version will be amended accordingly, the content of this section will be as follows:</p> <p>The Client should accept the Equipment if the identified defects or non-conformities are not material (they do not affect the continuous operation of the Equipment, the operating efficiency or the safety requirements). In such event, the Parties shall draw up a list of such minor non-conformities in the Delivery-Handover Protocol, and the Supplier shall be obliged to remedy the listed non-conformities within the time limit specified in the Protocol."</p>	<p>operacyjną, ani na wymogi bezpieczeństwa). W takim przypadku strony w Protokole zdawczo-odbiorczym sporządzą listę takich nieistotnych niezgodności, a Dostawca, zobowiązany jest naprawić wymienione na liście niezgodności w ustalonym w tym protokole terminie"</p> <p>"The Client should accept the Equipment if the identified defects or non-conformities are not material (they do not affect the continuous operation of the Equipment, the operating efficiency or the safety requirements). In such event, the Parties shall draw up a list of such minor non-conformities in the Delivery-Handover Protocol, and the Supplier shall be obliged to remedy the listed non-conformities within the time limit specified in the Protocol."</p>
<p>§ 14. Quality Guarantee, Performance Bond</p>	<p>1. The Supplier hereby warrants that the Equipment it supplies is free from defects caused by faulty design,</p>	<p>Po przeanalizowaniu propozycji Oferenta Zamawiający uzupełnił pierwsze zdanie z treścią podaną po prawej stronie. After analyzing the Tenderer's proposal, the Ordering Party</p>	<p>§ 14.1 "Dostawca niniejszym gwarantuje, że Sprzęt jaki dostarczy jest wolny od wad spowodowanych wadliwym projektem, materiałami lub wykonawstwem, które negatywnie wpływają lub uniemożliwiają prawidłowe funkcjonowanie Sprzętu,</p>

<p>workmanship or workmanship, which adversely affect or prevent the correct operation of the Equipment. In case of such defects occurring during the warranty period, the Supplier shall, during the warranty period...</p>	<p>adversely affect or prevent the correct operation of the Equipment as set forth below and in Supplier's Warranty Information, Appendix X. In case of such defects occurring during the warranty period, the Supplier shall, during the warranty period...</p>		<p>completed the first sentence with the content given on the right.</p>	<p>jak to określono niżej oraz w Załączniku nr 6 do Umowy Serwisowej” ,</p> <p>The Supplier hereby warrants that the Equipment to be supplied by the Supplier is free from any defects caused by faulty design, materials or workmanship that adversely affect or prevent the proper functioning of the Equipment, as set out below and in Appendix 6 to the Service Agreement</p>
<p>§ 14. Quality Guarantee, Performance Bond</p>	<p>2. The warranty for the Equipment and all parts of the Equipment shall be valid for a period of 2 years from the signing of the Acceptance Protocol (basic warranty). The warranty for any replaced or repaired parts shall be for a period of at least 1 year from the date of acceptance of the replacement or repair, but not less than the basic warranty period. All the warranties shall expire latest 3 years from the signing of the Acceptance Protocol,</p>	<p>All the warranties shall expire latest 3 years from signing, except for the paint coating and steel structure warranties.</p> <p>Wszystkie gwarancje wygasają najpóźniej 3 lata od daty podpisania, za wyjątkiem gwarancji na powłokę malarską i</p>	<p>Zamawiający koryguje treść par 14.2 na następującą, po prawej stronie: The Ordering Party corrects the wording of paragraph 14.2 to the following, on the right:</p>	<p>The warranty for the Equipment and all parts of the Equipment shall be valid for a period of 2 years from the signing of the Delivery-Handover Protocol (basic warranty). The warranty for any replaced or repaired parts shall be for a period of at least 1 year from the date of acceptance of the replacement or repair, but not less than the basic warranty period. All the warranties shall expire latest 3 years from the signing of the Delivery-Handover Protocol, except for the warranty for the paint coating, durability of the color of the varnish coat and steel structures. The warranty for the paint coating is valid for a period of 5 years, on the durability of the color of the varnish coat on the crane structure for a period of 8 years and the warranty for</p>





<p>§ 14. Quality Guarantee, Performance Bond</p>	<p>The warranty for the paint coating is valid for a period of 5 years, and the warranty for steel structures for a period of 10 years from the moment of signing the acceptance protocol.</p>	<p>except for the warranty for the paint coating and steel structures. The warranty for the paint coating is valid for a period of 5 years, and the warranty for steel structures for a period of 10 8 years from the moment of signing the acceptance protocol.</p>	<p>konstrukcję stalową.</p>	<p>steel structures for a period of 10 years from the moment of signing the Delivery-Handover Protocol.</p> <p>Gwarancja na Sprzęt oraz wszystkie części Sprzętu obowiązuje przez okres 2 lat od momentu podpisania Protokołu zdawczo - odbiorczego (gwarancja podstawowa). Gwarancja na jakiegokolwiek wymienione lub naprawione części będzie wynosić przynajmniej 1 rok od momentu odbioru wymiany lub naprawy, nie krócej jednak niż okres gwarancji podstawowej. Wszystkie gwarancje wygasają najpóźniej 3 lata od daty podpisania Protokołu zdawczo-odbiorczego, za wyjątkiem gwarancji na powłokę malarską, trwałość koloru powłoki lakierniczej i konstrukcję stalową. Gwarancja na powłokę malarską jest ważna przez okres 5 lat, na trwałość koloru powłoki lakierniczej na konstrukcji suwnicy przez okres 8 lat, a gwarancja na konstrukcje stalowe przez okres 10 lat od momentu podpisania Protokołu zdawczo - odbiorczego.</p>
<p>5. For securing any possible claims of the Buyer due to non-performance or improper performance of the</p>	<p>5. For securing any possible claims of the Buyer due to non-performance or improper performance of the Agreement,</p>	<p>5. For securing any possible claims of the Buyer due to non-performance or improper performance of the Agreement,</p>	<p>Advance payment bonds cover Buyer's need of security.</p>	<p>Zamawiający nie wyraża zgodny na wprowadzenie proponowanej zmiany. Gwarancja zabezpieczenia płatności zaliczkowej opisana w paragrafie 4 pokrywa tylko i wyłącznie zwrot</p>



	<p>Agreement, including contractual penalties. The Supplier shall submit, within 6 weeks from the date of concluding the Agreement, a Guarantee of due performance of the Agreement in the amount equal to 15% of the value of the Total Purchase Price, whose validity should not commence later than (specified in Attachment no. 5) the date of the first delivery on the Site (specified in Attachment no. 5) the date of the first delivery of any of the components of the Equipment and should not end earlier than 7 days after the elapse of (specified in Attachment no. 5) the date of the final acceptance of the Equipment.</p>	<p>including contractual penalties. The Supplier shall submit, within 6 weeks from the date of concluding the Agreement, a Guarantee of due performance of the Agreement in the amount equal to 15% of the value of the Total Purchase Price, whose validity should not commence later than (specified in Attachment no. 5) the date of the first delivery on the Delivery Site of any of the components of the Equipment and should not end earlier than 7 days after the elapse of (specified in Attachment no. 5) the date of the final acceptance of the Equipment.</p>	<p>Gwarancje zaliczki pokrywają potrzebę zabezpieczenia Kupującego.</p>	<p>zaliczek. Nie zabezpiecza ona innych ewentualnych roszczeń Odbiorcy.</p> <p>The Ordering Party does not agree to the proposed change. The advance payment security guarantee described in paragraph 4 covers only and only the reimbursement of advances. It does not secure other possible claims of the Ordering Party.</p>	
--	--	---	---	--	--



<p>§ 14. Quality Guarantee, Performance Bond</p>	<p>6. In case if signing of the Acceptance and Delivery Protocol is to take place, for reasons attributable to the Supplier, after the period for which...</p>	<p>6. In case if signing of the Acceptance and Delivery Protocol is to take place, for reasons attributable to the Supplier, after the period for which...</p>	<p>Zamawiający nie wyraża zgody na proponowaną zmianę i wyjaśnia ze zgodnie z definicją z §1 lit.k The Ordering Party does not agree to the proposed change and explains that, in acc. with the definition in §1 lit. k "Delivery-Handover Protocol" – the protocol signed by the Client and the Supplier after the final acceptance of the Equipment by the Supplier, confirming the performance by the Supplier of the contractual obligations, whose form is defined in Annexe No. 4, Zamawiający informuje, że zgodnie z tłumaczeniem jakie udostępnił treść tego paragrafu brzmi następująco: The Ordering Party informs that, in accordance with the translation made available, the content of this paragraph is as follows: "If the Delivery-Handover Protocol is to be signed, for reasons attributable to the Supplier, after the period for which the guarantee was issued, then the Supplier shall be obliged to present, at least 7 days prior to the expiry of the guarantee validity period, a new guarantee or a guarantee with an appropriately extended validity period, otherwise the Client shall exercise the rights under the guarantee before its expiry."</p>	
<p>§ 15. Superior Force</p>	<p>§ 15. Superior Force</p>	<p>§ 15. Superior Force Majeure</p>	<p>Terminology clarification Wyjaśnienie terminologii.</p>	<p>W udostępnionym przez Zamawiającego tłumaczeniu par. 15 jest określony jako "Majeure Force" In the translation provided by the Ordering Party, par. 15 is specified as "Majeure Force"</p>
<p>§ 16. Applicable Law and Resolve Disputes</p>	<p>2. Any disputes arising out of or in connection with the</p>	<p>2. All disputes arising out of or in connection with the present contract shall be finally settled</p>	<p>Zamawiający informuje, iż nie może przychylić się do propozycji Oferenta. The Ordering Party informs that it cannot accept the Tenderer's proposal</p>	



Contract shall first be settled amicably. If no amicable agreement can be reached, any disputes arising out of or in connection with the Contract shall be settled by the common court having jurisdiction over the registered office of the Recipient.

under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of Arbitration is Stockholm, Sweden and language English. Any disputes arising out of or in connection with the Contract shall first be settled amicably. If no amicable agreement can be reached, any disputes arising out of or in connection with the Contract shall be settled by the common court having jurisdiction over the



<p>§ 20. Applicable Law and Resolve Disputes</p>	<p>6. Supplier shall fully indemnify, defend and hold the Customer harmless from any claims, damages, costs, actions and other proceedings resulting from infringement of any patent rights, industrial designs, trademarks or other protected rights in connection with the Equipment and performance of services under the Contract. The Customer shall immediately notify the Supplier of any claims raised or actions brought</p>	<p>registered-office of the Recipient:</p> <p>6. Subject to the limitations of Article § 23.3, the Supplier shall fully indemnify, defend and hold the Customer harmless from any claims, damages, costs, actions and other proceedings resulting from infringement of any patent rights, industrial designs, trademarks or other protected rights in connection with the Equipment and performance of services under the Contract. The Customer shall immediately notify the Supplier of any claims raised or actions brought by third parties against the Customer.</p> <p>7. Under the Agreement, within</p>	<p>Zamawiający nie wyraża zgody na proponowaną zmianę gdyż takie odesłanie do § 23.3 byłoby niezrozumiałe. Wskazany punkt nie zawiera żadnych wyłączeń.</p> <p>The Ordering Party does not agree to the proposed change as such a reference to § 23.3 would be incomprehensible. The indicated point does not contain any exceptions.</p>	<p>Zamawiający nie wyraża zgody na wykreślenie ostatniego zdania z pkt 7, ponieważ protokolarne przekazanie dokumentacji pozwala na jednoznaczne stwierdzenie, jaka dokumentacja została przekazana.</p>	<p>4</p>
--	---	--	---	--	----------



<p>by third parties against the Customer.</p> <p>7. Under the Agreement, within the Total Purchase Price and any additional prices specified in §3.2, the Supplier shall provide the Customer with unlimited time rights to use the documentation for the purposes of operating work, current maintenance and repairs of the Equipment, together with related rights to the design and technical documentation of the Equipment provided by the Supplier. The documentation will be transferred on the basis of protocols confirming its acceptance by the Buyer.</p> <p>8. The Supplier further represents that, subject to</p>		<p>The Ordering Party does not consent to the removal of the last sentence of the documentation allows for an unambiguous statement which documentation has been submitted.</p> <p>Zamawiający nie wyraża zgody na wykreślenie punktów 8-10, gdyż regulują one możliwość wykorzystania dokumentacji na wskazanych polach eksploatacji.</p> <p>The Ordering Party does not consent to the deletion of points 8-10, as they regulate the possibility of using the documentation in the indicated fields of use.</p> <p>Zamawiający dokonuje korekty treści pkt 8 The Ordering Party corrects the content of point 8</p>	<p>8. "W zakresie określonym w ust. 7 Odbiorca może przekazaną dokumentację udostępnić osobom trzecim, które zaciągną zobowiązanie wykorzystywania ich jedynie na potrzeby korzystania ze Sprzętu, dokonywania jego konserwacji, utrzymania, naprawy, remontów i modernizacji. Uprawnienia Odbiorcy do korzystania z materiałów i oprogramowania przekazywanego mu przez Dostawcę na potrzeby wykonywania Umowy, nie mogą być przenieszone przez Odbiorcę na osoby trzecie inaczej niż wraz z przeniesieniem własności suwnicy".</p> <p>"To the extent specified in sec. 7 The Client may make the documentation provided to third parties who will undertake an obligation to use them</p>
--	--	---	---



<p>documentation will be transferred on the basis of protocols confirming its acceptance by the Buyer.</p>	<p>para. 9 below, in a manner unlimited in time and without quantitative limitation, authorizes the Customer to use the Design and Technical Documentation at any place.</p>	<p>Zamawiający modyfikuje treść § 20 ust. 9, od jego początku do dwukropka, nadając mu brzmienie: "W zakresie wynikającym z ust. 7-8 Odbiorca będzie uprawniony do korzystania z autorskich praw majątkowych do Dokumentacji projektowej i technicznej wykonanej na podstawie Umowy (licencja niewyłączna) na następujących polach eksploatacji:"</p>	<p>only for the purpose of using the Equipment, its conservation, maintenance, repair, renovation and modernization. The Client's rights to use the materials and software provided to him by the Supplier for the performance of the Agreement may not be transferred by the Client to third parties other than with the transfer of the ownership of the crane."</p>
<p>8. The Supplier further represents that, subject to para. 9 below, in a manner unlimited in time and without quantitative limitation, authorizes the Customer to use the Design and Technical Documentation at any place.</p>	<p>9. The transfer of copyrights to the Design and Technical Documentation executed under the Agreement shall include all fields of exploitation, in particular recording of documents by any technique, in the event of a sale of the Equipment, transfer to the purchasers all rights to the documentation of the Equipment, entering documents into the</p>	<p>The Ordering Party modifies the content of § 20 para. 9, from its beginning to the colon, giving it the following: "In the scope resulting from sec. 7-8 The Client will be entitled to use the proprietary copyrights to the Design and Technical Documentation prepared on the basis of the Agreement (non-exclusive license) in the following fields of use:"</p>	
<p>9. The transfer of copyrights to the Design and Technical Documentation executed under the Agreement</p>			



shall include all fields of exploitation, in particular
 - recording of documents by any technique.
 in the event of a sale of the Equipment, transfer to the purchasers all rights to the documentation of the Equipment.
 - Entering documents into the memory of computers and other similarly operating devices of the Recipient.
 - make any changes to documents for the purpose of using the Equipment in accordance with its intended use, in particular for

memory of computers and other similarly operating devices of the Recipient.
 - make any changes to documents for the purpose of using the Equipment in accordance with its intended use, in particular for operating, maintenance or repair work;
 - Reproduction of documents and parts thereof by any technique;
 - to correct, modify, develop, and reproduce all or any portion of the documents for purposes related to the use of the Equipment for its intended use, including but not limited to operation, maintenance, or repair.

[Handwritten signature]



operating, maintenance or repair work,
- Reproduction of documents and parts thereof by any technique, to correct, modify, develop, and reproduce all or any portion of the documents for purposes related to the use of the Equipment for its intended use, including, but not limited to operation, maintenance, or repair.

10. Supplier shall not be entitled to separate consideration for Customer's use of the Design and Technical

~~10. Supplier shall not be entitled to separate consideration for Customer's use of the Design and Technical Documentation in its various fields of use.~~



§ 21. Representations and warranties	Documentation in its various fields of use: f) Equipment, including all other materials delivered to and/or installed at the Delivery Site by Supplier, shall conform to the Specifications and technical requirements (Exhibit 1) and be free from defects in materials or workmanship.	f) Equipment, including all other materials delivered to and/or installed at the Delivery Site by Supplier, shall conform to the Specifications and technical requirements (Exhibit 1) and be free from defects in materials or workmanship. <i>All the warranties given by the Supplier with regard to the Equipment and performance of any services are sole and exclusive warranties and remedies related thereto and any warranty of fitness for purpose or of merchantability are expressly excluded.</i>		Zamawiający nie akceptuje proponowanego zapisu. Zamawiający kupuje suwnice na własne potrzeby przetadunkowe. Określony w Specyfikacji cel zakupu musi zostać zrealizowany. The Ordering Party do not accept the proposed provision. The Ordering Party buys overhead cranes for its own reloading needs. The purpose of the purchase specified in the Specification must be achieved.	
§ 21. Representations and warranties	4. Except as otherwise expressly	4. Except as otherwise expressly		Dostawa suwnicy jest objęta wynagrodzeniem ryczałtowym i Dostawca winien skalkulować je w	



<p>provided in the Agreement: a) the parties acknowledge that Supplier has obtained all necessary information regarding risks, contingencies and other circumstances that could reasonably be expected to affect the Equipment and the Services; and b) By signing the Agreement, Supplier accepts full responsibility and risk for anticipating all difficulties and costs associated with the successful design, construction, delivery of the Equipment and</p>	<p>provided in the Agreement: a) the parties acknowledge that Supplier has obtained all necessary information regarding risks, contingencies and other circumstances that could reasonably be expected to affect the Equipment and the Services; and b) By signing the Agreement; Supplier accepts full responsibility and risk for anticipating all difficulties and costs associated with the successful design, construction, delivery of the Equipment and performance of other services contemplated by the Agreement;</p>	<p>sposób zapewniający zrealizowanie umowy. The delivery of the crane is covered by a lump sum remuneration and the Supplier should calculate it in a way that ensures the performance of the contract. Zamawiający dokonał wykreślenia treści punktu b) w związku z czym dotychczasowy pkt c), otrzymuje oznaczenie jako b) The Ordering Party has deleted the content of point b) therefore the current point c) shall be marked as b)</p>	<p>Niniejsze zmiany zostały uwzględnione i zostaną naniesione w tekście ujednoliconym umowy. These changes have been taken into account and will be incorporated into the consolidated text of the contract</p>
--	---	---	--



<p>performance of other services contemplated by the Agreement:</p>	<p>1. In the event of a delay in making an advance payment or any other payment in respect of the Total Purchase Price by a period longer than two (2) months (with the exception of situations in which the Customer is entitled to withhold payment or refuse to make payment), the Supplier shall be entitled to terminate the Contract by a written statement addressed to the Customer,</p>	<p>1. In the event of a delay in making an advance payment or any other payment in respect of the Total Purchase Price by a period longer than two (2) months (with the exception of situations in which the Customer is entitled to withhold payment or refuse to make payment), the Supplier shall be entitled to terminate the Contract by a written statement addressed to the Customer, after the ineffective lapse of an additional period of 30 days designated with a threat of withdrawal from</p>		<p>1. In the event of any delay in making an advance payment or any other payment of the Total Purchase Price for the period longer than two (2) months (except for events in which the Client is entitled to withhold payment or refuse to make payment), the Supplier shall inform the Client in a written notice addressed to the Client about the delayed amount of the Total Purchase Price, set an additional time limit of 30 days to pay the outstanding amount of the Total Purchase Price and include a threat of rescission of the Agreement. The Supplier shall be entitled to rescind the Agreement with immediate effect by written notice, after the ineffective lapse of an additional time limit of 30 days, set with a threat of rescission of the Agreement. In the event of early termination of the Agreement by the Supplier for the reasons specified in the preceding sentence above, the Supplier shall be entitled to claim from the Client a contractual penalty in</p>	<p>1. In the event of any delay in making an advance payment or any other payment of the Total Purchase Price for the period longer than two (2) months (except for events in which the Client is entitled to withhold payment or refuse to make payment), the Supplier shall inform the Client in a written notice addressed to the Client about the delayed amount of the Total Purchase Price, set an additional time limit of 30 days to pay the outstanding amount of the Total Purchase Price and include a threat of rescission of the Agreement. The Supplier shall be entitled to rescind the Agreement with immediate effect by written notice, after the ineffective lapse of an additional time limit of 30 days, set with a threat of rescission of the Agreement. In the event of early termination of the Agreement by the Supplier for the reasons specified in the preceding sentence above, the Supplier shall be entitled to claim from the Client a contractual penalty in</p>
---	--	---	--	--	--



after the ineffective lapse of an additional period of 30 days designated with a threat of withdrawal from the Contract. The termination of the Contract shall be effective as of the date of receipt by the Customer of the written notice of withdrawal. In case of an early termination of the Contract by the Supplier for the reasons set out above, the Supplier shall be entitled to claim from the Customer of the written notice of withdrawal. In case of an early termination of the Contract by the Supplier for the reasons set out above, the Supplier shall be entitled to claim from the Customer a contractual penalty in the amount of 10% of the Total Purchase Price together with all the damages and costs incurred by the Supplier. If the payments received by the Supplier exceed the contractual penalty indicated above, the Supplier shall immediately return the difference to the Customer.

the Contract. The termination of the Contract shall be effective as of the date of receipt by the Customer of the written notice of withdrawal. In case of an early termination of the Contract by the Supplier for the reasons set out above, the Supplier shall be entitled to claim from the Customer a contractual penalty in the amount of 10% of the Total Purchase Price together with all the damages and costs incurred by the Supplier. If the payments received by the Supplier exceed the contractual penalty indicated above, the Supplier shall immediately return the difference to the Customer.

the amount of 10% of the Total Purchase Price. This penalty is non-exclusive and qualifying, and therefore the Supplier will be entitled to claim from the Client the amount of the materials ordered and works performed in reliance on the Agreement, but in no case more than the Total Purchase Price. If the sum of the penalties and compensation as stated above due on this account will be lower than payments received by the Supplier, the Supplier shall refund the difference to the Client without unnecessary delay.



	<p>If the payments received by the Supplier exceed the contractual penalty indicated above, the Supplier shall immediately return the difference to the Customer.</p>				
<p>§ 22. Withdrawal from the Contract, Contractual Penalty</p>	<p>2. The Recipient shall be entitled to withdraw from the Contract even before the lapse of the time limit for delivery of the complete construction elements of the Equipment without setting an additional time limit for its performance, if the information received from the Supplier shows that it is delaying the commencement</p>	<p>2. The Recipient shall be entitled to withdraw from the Contract even before the lapse of the time limit for delivery of the complete construction elements of the Equipment without setting an additional time limit for its performance, if the information received from the Supplier shows that it is delaying the commencement or completion of work within the time limits specified in</p>	<p>Odpowiadając na pytania dotyczące §22 Zamawiający informuje, że dokonał następującej korekty zapisów tego paragrafu zgodnie z treścią przedstawioną z prawej strony: Answering the questions regarding §22, the Ordering Party informs that he has made the following correction of the provisions of this paragraph in accordance with the content presented on the right:</p>	<p>2. The Client shall be entitled to rescind the Agreement in the following events of: a) a delay with providing the Client with the Guarantee of Proper Performance of the Agreement by more than two (2) months, b) before the lapse of the time limit for the supply of the Set of Structural Elements of the Equipment, if the information received from the Supplier shows that the Supplier is delayed with the commencement or completion of the works as compared with the time limits specified in the Schedule (Annexe No. 5) by more than three (3) months and the Supplier will not prove that the delay was caused by reasons beyond his control</p>	



	<p>or completion of work within the time limits specified in the Schedule (Appendix no. 5) by more than two (2) months and it is not likely that it will be able to complete the delivery of the Equipment within the time limit indicated in the Schedule.</p>	<p>the Schedule (Appendix no. 5) for reasons other than force majeure, Covid-19 (see over clause 24) or other reasons beyond Supplier's control by more than four two (42) months and it is not likely that it will be able to complete the delivery of the Equipment within the time limit indicated in the Schedule.</p>		<p>c) caused by supplier a delay with commissioning the Equipment and handing it over to the Client under the Delivery-Handover Protocol by more than three (3) months as specified in the Schedule, d) a breach by the Supplier of the provisions of the Agreement that may affect the quality and functionality of the Equipment, as required in the Specification, provided the Supplier has failed to remedy the breach or show cause in respect of the breach in a reasonable period of time mutually agreed by the Parties, but not longer than three (3) month.</p>
<p>§ 22. Withdrawal from the Contract, Contractual Penalty</p>	<p>3. The Customer shall also have the right to withdraw (regardless of other rights under the Contract) in the event of: a) delays in the delivery of the Complete Hardware Equipment by more than four (4) two (2) months within the time specified in the Schedule due to the reasons</p>	<p>3. The Customer shall also have the right to withdraw (regardless of other rights under the Contract) in the event of: a) delays in the delivery of the Complete Hardware Equipment by more than four (4) two (2) months within the time specified in the Schedule due to the reasons</p>	<p>Odpowiadając na pytania dotyczące §22 Zamawiający informuje, że dokonał następującej korekty zapisów tego paragrafu zgodnie z treścią przedstawioną z prawej strony: Answering the questions regarding §22, the Ordering Party informs that he has made the following correction of the provisions of this paragraph in accordance with the content presented on the right:</p>	<p>3. In the event of an early rescission of the Agreement by the Client for reasons specified in paragraph 2 or 3, the Client shall be entitled to demand from the Supplier the payment of a contractual penalty in the amount of 10% of the Total Purchase Price. This penalty is exclusive, and therefore the Client, will not be entitled to claim supplementary compensation on the terms set out in § 23.</p>



	<p>within the time specified in the Schedule, b) delays with commissioning of the Equipment and handing it over to the Recipient under the Acceptance Protocol within the deadline: - specified in the Schedule by more than two (2) months or • three (3) months after delivery of the Complete Equipment components to the Delivery Site, c) Delay in transferring the Performance Advance Payment Bond to the Recipient by more than two (2) months, d) breach by the Recipient by more than two (2) months, d) breach by the Supplier of the provisions of the Contract which may affect the quality and functionality of</p>	<p>attributable solely to the Supplier, b) delays with commissioning of the Equipment and handing it over to the Recipient under the Acceptance Protocol within the deadline: - specified in the Schedule by more than four (4) two (2) months or • three (3) months after delivery of the Complete Equipment components to the Delivery Site, c) Delay in transferring the Performance Advance Payment Bond to the Recipient by more than two (2) months, d) breach by the Supplier of the provisions of the Contract which may affect the quality and functionality of</p>		
--	--	---	--	--



	<p>provisions of the Contract which may affect the quality and functionality of the Equipment as required in the Specification, after the ineffective expiration of an additional period of 30 days designated with the threat of withdrawal from the contract.</p>	<p>the Equipment as required in the Specification, after the ineffective expiration of an additional period of 30 days designated with the threat of withdrawal from the contract.</p>		
<p>§ 22. Withdrawal from the Contract, Contractual Penalty</p>	<p>4. Termination of the Agreement shall be effective as of the date of receipt by the Supplier of a written notice of withdrawal. In case of withdrawal from the Agreement, the Supplier is obliged to return to the Customer the entire remuneration received under the</p>		<p>Odpowiadając na pytania dotyczące §22 Zamawiający informując, że dokonał następującej korekty zapisów tego paragrafu zgodnie z treścią przedstawioną z prawej strony: Answering the questions regarding §22, the Ordering Party informs that he has made the following correction of the provisions of this paragraph in accordance with the content presented on the right:</p>	<p>4. The rescission of the Agreement shall be effective from the date of receipt by the party of the other party's written notice of rescission. Save as otherwise provided in sec. 1, the Supplier immediately after the rescission of the Agreement shall be obliged to refund the Client the entire remuneration received under the Agreement for the return by the Client of the complete set of structural elements and other materials provided by the Supplier. The</p>



	<p>obliged to return to the Customer the entire remuneration received under the Agreement. In case of withdrawal, the Customer shall be entitled to satisfy its rights from the Advance Payment Guarantee and/or Performance Guarantee.</p>	<p>Agreement against return by the Customer of the Equipment and other materials delivered by the Supplier. In case of withdrawal, the Customer shall be entitled to satisfy its rights from the Advance Payment Guarantee and/or Performance Guarantee.</p>		<p>Client shall be entitled to satisfy the Client's rights from the Advance Guarantee and/or the Guarantee of Proper Performance of the Agreement.</p>
--	---	---	--	--



<p>§ 22. Withdrawal from the Contract, Contractual Penalty</p>	<p>5. In case of early termination of the Contract by the Customer for the reasons set out in section 2 or 3, the Customer shall be entitled to demand from the Supplier to pay a contractual penalty in the amount of 10 % of the Total Purchase Price.</p>	<p>5. In case of early termination of the Contract by the Customer for the reasons set out in section 2 or 3, the Customer shall be entitled to demand from the Supplier to pay a contractual penalty in the amount of 10 % of the Total Purchase Price as the sole and exclusive remedy for the Customer for any damages and losses caused by the termination.</p>		
<p>§ 22. Withdrawal from the Contract, Contractual Penalty</p>	<p>6. The contractual penalties referred to in sections 1 and 5 are exclusive, so that the party withdrawing from the Agreement will not be entitled to claim damages on general terms.</p>	<p>6. The contractual penalty referred to in sections 1 and 5 is exclusive, so that the Customer party withdrawing from the Agreement will not be entitled to claim damages on general terms.</p>		
<p>§ 23. Liability and Exemption from Liability</p>	<p>1. The Supplier shall be liable and shall indemnify the Customer for any loss or damage suffered by the Customer as a</p>	<p>1. Subject to the limitation of Article 5 23.3, the Supplier shall be liable and shall indemnify the Customer for any loss or damage suffered by the</p>	<p>Odpowiadając na pytania dotyczące §23 Zamawiający informuje, że dokonał następującej korekty zapisów</p>	<p>1. Each party shall be liable for loss and damage suffered by the other party as a result of the breach of the statements or warranties contained in the Agreement, or as a result of improper performance or non-performance of the obligations under the Agreement.</p>



<p>result of or in connection with the Supplier's breach of the Contract or its obligations, undertakings, representations or warranties under the Contract or as a result of or in connection with the Supplier's performance or non-performance of its obligations under the Contract.</p> <p>2. The Supplier shall be responsible for and shall indemnify the Customer against any damage to or loss of the Customer's property and personal injury and/or death to members of its personnel, agents, and representatives of the Customer, as well as third parties present on the premises of the Kutno terminal, resulting from any act, failure to act, fault, neglect or failure to exercise due</p>	<p>Customer as a result of or in connection with the Supplier's breach of the Contract or its obligations, undertakings, representations or warranties under the Contract or as a result of or in connection with the Supplier's performance or non-performance of its obligations under the Contract.</p> <p>2. Subject to limitation of Article § 23.3, the Supplier shall be responsible for and shall indemnify the Customer against any damage to or loss of the Customer's property and personal injury and/or death to members of its personnel, agents, and representatives of the Customer, as well as third parties present on the premises of the Kutno terminal, resulting from any act, failure to act, fault, neglect or failure to exercise due</p>	<p>tego paragrafu zgodnie z treścią przedstawioną w odpowiedzi na pytania otrzymane w dniu 26.10.2021 godzina 19:09 (część eRTG_QA_9), której tłumaczenie na język angielski jest zacytowane w kolumnie z prawej strony:</p> <p>Answering the questions regarding §23, the Ordering Party informs that he has made the following corrections of the provisions of this paragraph in accordance with the content presented in response to questions received on October 26, 2021 at 19:09 (part of eRTG_QA_9), the English translation of which is quoted in the column on the right:</p>	<p>2. The Supplier shall be liable for and hold the Client harmless against any damage to or loss of the Client's property and personal injury and/or death of members of the Client's staff, agents and representatives, as well as third parties present at the terminal in Kutno, resulting from any action, omission, fault, negligence or failure to exercise due diligence by the Supplier, the Supplier's representatives, staff or agents, whether it occurred in the course of performing the Supplier's obligations or exercising the Supplier's rights under the Agreement.</p> <p>3. The Client shall be liable for any loss of or damage to the property, injury or death of any person(s) caused or suffered in the course of and/or arising from the supply of the Equipment and the provision of the services under the Agreement at the terminal in Kutno, resulting from the fault or failure to exercise due diligence by the Client or persons for whom he is responsible.</p> <p>4. The Supplier assumes full liability, shall not hold the Client liable and shall hold the Client harmless against any amounts, claims, liabilities or sums under any basis of liability, i.e. civil, administrative or criminal liability, in particular with respect to: licenses, taxes, permits and similar requirements the Supplier is obliged to fulfil under the Agreement, if the breach of any of these obligations results from the fault or failure to exercise due diligence by the Supplier or persons for whom it is responsible.</p> <p>5. Notwithstanding anything to the contrary in any part of this Agreement, neither party</p>
---	---	--	---



<p>the Customer, as well as third parties present on the premises of the Kutno terminal, resulting from any act, failure to act, fault, neglect or failure to exercise due care by the Supplier, its representatives, personnel or agents, whether occurring in the course of performing its obligations or exercising its rights under the Contract.</p>	<p>care by the Supplier, its representatives, personnel or agents, whether occurring in the course of performing its obligations or exercising its rights under the Contract.</p>		<p>shall be liable to the other party for loss of profit, loss of sales, loss of production, loss of use, loss of business, loss of goodwill, loss of data, or any indirect or consequential loss. In addition, the maximum collective liability of a party to the other party shall be limited in any event solely to the amount of the Total Purchase Price.</p>
<p>3. The Recipient shall in no way be liable for any loss or damage to property, injury or death to any person(s) caused or suffered in the course of and/or arising out of the supply of the</p>	<p>3. Notwithstanding anything to the contrary, Supplier or its subcontractors or vendors shall in no event be liable for any loss of profit, special, indirect, incidental or consequential damages, such as, but not limited to, cost of capital, loss of anticipated revenue, loss of use or increased expense of use of equipment or plant, loss of power or production, cost of purchased power or production, or claims of customers for loss of power or production (whether considered indirect or direct). Supplier's liability for any indirect and/or consequential damage</p>		



	<p>Equipment and the performance of the services under the Contract: all such events shall be the responsibility of the Supplier. In the event that the Customer, under any applicable legal order, is required to pay any of its obligations under the Contract, the Supplier hereby agrees to reimburse the Customer for the full amount of such payment together with statutory interest immediately on first demand.</p> <p>4. The Supplier accepts full responsibility and will not hold the Recipient liable and will indemnify the Recipient for</p>	<p><i>shall be explicitly excluded from this Agreement. The remedies of the Contractor set forth in this Agreement are exclusive.</i></p> <p>3. The Recipient shall in no way be liable for any loss or damage to property, injury or death to any person(s) caused or suffered in the course of and/or arising out of the supply of the equipment and the performance of the services under the Contract; all such events shall be the responsibility of the Supplier. In the event that the Customer, under any applicable legal order, is required to pay any of its obligations under the Contract, the Supplier hereby agrees to reimburse the Customer for the full amount of such payment together with statutory interest immediately on first demand.</p>		
--	---	---	--	--



	<p>any amounts, claims, liabilities or sums arising from any basis liability, i.e. civil, administrative or criminal. j regarding in particular: licenses, taxes, permits and similar requirements that Supplier is required to provide under the Contract.</p> <p>5. The Recipient's liability in any event shall be limited solely to the amount of the Total Purchase Price due to the Supplier.</p>	<p>4. The Supplier accepts full responsibility and will not hold the Recipient liable and will indemnify the Recipient for any amounts, claims, liabilities or sums arising from any basis liability, i.e. civil, administrative or criminal. j regarding in particular: licenses, taxes, permits and similar requirements that Supplier is required to provide under the Contract.</p> <p>5. The Recipient's liability in any event shall be limited solely to the amount of the Total Purchase Price due to the Supplier.</p>			<p>§ 24. Covid-19</p>	<p><i>Both Customer and Supplier are aware that the Coronavirus COVID-19 ("Coronavirus") was declared a global pandemic by the World Health Organization on March 11th, 2020. The Coronavirus or the</i></p>	<p>Supplier proposes to add a separate clause in the Agreement regarding COVID-19.</p>	<p>Propozycja zapisu w ust 6 par 15 w kolumnie obok.</p> <p>Proposed entry in section 6, paragraph 15 in the adjacent column.</p> <p>Strony uwzględniając zmianę sytuacji pandemicznej zgodnie stwierdzają, że jej ewentualne skutki, którym nie dało się zapobiec, wpływające na terminy realizacji świadczeń przez Dostawcę w związku z COVID-19, SARS-CoV-2 lub jego mutacji nieznanym w momencie zawierania umowy nie będą traktowane jako zwinione i nie będą stanowić zwłoki, przy tym strona dotknięta niezwłocznie zgłosi drugiej stronie na piśmie</p>
--	---	---	--	--	---------------------------	--	--	---



measures implemented to restrain its spreading may impact the normal execution and performance of the Agreement entered into between the parties (the "Agreement"). In the event that the Coronavirus or the measures implemented to restrain its spreading have an impact on the performance of the Agreement by Supplier, Supplier will notify the Customer in writing without delay and be entitled to a reasonable extension of time on its performance or delivery obligations under the Agreement, as applicable.

Dostawca proponuje dodać osobne zapisy w umowie dotyczące COVID-19.

ewentualne opóźnienia dotyczące jej świadczenia. Jeśli epidemia COVID-19 lub inna epidemia wpłynię na zobowiązania którejkolwiek ze stron w sposób określony wyżej dla siły wyższej, wtedy strona, której zobowiązania zostaną w ten sposób dotknięte, będzie uprawniona do powołania się na siłę wyższą celem zwolnienia się z odpowiedzialności za niewykonanie lub nieterminowe wykonanie zobowiązania na zasadach określonych w § 15.

The Parties, taking into account the change of the pandemic situation, agree that its possible effects, which could not be prevented, affecting the deadlines for the Supplier's performance in connection with COVID-19, SARS-CoV-2 or its mutations unknown at the time of concluding the contract, will not be treated as culpable and will not constitute a delay, and the affected party shall immediately notify the other party in writing of any delays related to its performance. If the COVID-19 epidemic or other epidemic affects the obligations of either party in the manner set out above for force majeure, then the party whose obligations are thus affected will be entitled to invoke the force majeure in order to discharge itself from liability for non-performance or improper performance. performance of the obligation on the terms set out in § 15.