

- 10) The performance bond as security for its appropriate performance of the contract, which bond shall be used to cover any claims that may arise from the Contractor's failure to perform or inappropriate performance of the contract, shall be returned in accordance with the provisions of Article 151 of the Act.
- 11) The Contractor shall participate in all such consultations as may be necessary to ensure appropriate performance of the contract.
- 12) The Contractor shall provide, included in the price:
  - a) basic training in the use and maintenance of the system, for at least 5 person
  - b) additional detailed training for at least of 5 BOSMAL employees within 3 months after test bench commissioning in accordance with point 6 in §3 SECP.
- 13) The Contractor shall warrant to BOSMAL the correct functioning of the test bench for the period indicated in the offer from the date of final acceptance of the bench. The warranty includes periodic free of charge inspections necessary - according to the Contractor - to maintain the validity of the warranty.
- 14) The Contractor shall provide the possibility of noticing the complaints 24/7 at least by mail and the response of the service – during warranty period – understood as start of the service repair at the latest within 3 working days after complain notice.
- 15) The Contractor shall provide the possibility of purchasing spare parts and post-warranty service for at least 10 years after the test bench commissioning.
- 16) BOSMAL may withdraw from the contract under the general rules contained in Article 145 of the Act.
- 17) In addition, BOSMAL may withdraw from the contract within 30 days without any claims made by the Contractor, if:
  - a) the Contractor fails to commence the performance of its obligations under the contract by the agreed date or discontinues their performance;
  - b) the Contractor performs the contract inappropriately, against the provisions of the contract, and fails to take action to remedy its performance despite having been requested in writing by BOSMAL to do so;
  - c) bankruptcy or liquidation procedure has been initiated in relation to the Contractor.
- 18) The Contractor shall pay penalties equal to 10% of the Contractor's remuneration specified in the contract, if BOSMAL withdraws from the contract for reasons for which the Contractor is liable.
- 19) If the Contractor fails to perform the contract by the deadline for its performance, the Contractor shall pay penalties equal to 0.2% of the value of the contract for each week of the delay. The amount of the penalties may not exceed 5% of the price specified in the contract.
- 20) The Contractor shall have the right to withdraw from the contract within 30 days in the case where BOSMAL does not fulfill his obligation to pay invoices for a period of at least 4 weeks.
- 21) BOSMAL shall pay penalties equal to 5% of the remuneration specified in the contract if the Contractor withdraws from the contract for reasons for which BOSMAL is liable.
- 22) The statement of withdrawal from the contract shall only be valid if it is made in writing.
- 23) The penalties provided for in the contract shall not exclude the right to pursue claims for compensation under the general rules of the Civil Code.
- 24) In the event of delay in payment, the Contractor may charge interest at the rate of 0.2% of the amount of the late payment for each week of such delay.