



## Appendix No. 6. Other conditions

### Other conditions for the fulfillment of the order

Refer to: Request for Quotation No. 050KK of 28th October 2024, implemented as part of the project "*Development and obtaining on a semi-technical scale of frozen broccoli puree rich in sulforaphane, which is a functional product (with health-promoting properties)*" realizing by the Ordering Party as part of the government program NUTRITECH - nutrition in the light of the challenges of improving society's well-being and climate changes.

**We inform you that it is mandatory to familiarize yourself with and acknowledge the following conditions for the execution of the order :**

1. Delivery of the equipment on the basis of: DAP Ordering Party's facility in Skierniewice, ul. Czerwona 20 (Incoterms 2020).
2. Unloading of the equipment will be organized by the Ordering Party.
3. The Contractor shall provide written notice of the delivery of the equipment at least five (5) business days in advance, along with information about the unloading conditions at least ten (10) days in advance.
4. The scope of the order also includes training for the Ordering Party's personnel on the safe operation of the equipment and the provision of equipment documentation (operating manual in Polish in both paper and electronic versions, or, if an original manual in Polish is not available, a translated version of the manual into Polish certified by the Contractor with the annotation "Translation of the original manual," spare parts catalog, and a declaration of conformity in accordance with applicable regulations in the European Union).
5. The Contractor's remuneration will include: the total cost of the equipment, costs of packaging, transportation, insurance to the destination, installation, commissioning, connection and integration with the production line, costs of conducting tests at the Ordering Party's facility (excluding raw materials for testing), provision and use of software necessary for the proper functioning of the equipment according to the order, costs of training the Ordering Party's personnel, and costs of the provided documentation in both paper and electronic formats .
6. The Contractor shall conduct tests confirming that the equipment meets the performance and quality parameters specified in the order before signing the final acceptance protocols .
7. The equipment will be delivered to the Ordering Party along with the software necessary for the proper functioning of the equipment according to the order. The Contractor hereby grants the Ordering Party a non-exclusive, transferable license to use the software provided by the Contractor with the equipment, ensuring the use of the equipment in accordance with the intended purpose specified in the order.
8. The subject of the order will be accepted based on appropriate protocols signed without defects or faults by the Ordering Party, namely the delivery protocol and the final acceptance protocol, which includes the acceptance of the entire subject of the order after the inspection of the equipment.
9. The obligations of the Ordering Party include:
  - a) Ensuring access to electricity and water on the premises of the Ordering Party's facility for the Contractor's employees,
  - b) Unloading the device on the premises of the Ordering Party's facility under the supervision of the Contractor,



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- c) Providing the necessary utilities for connecting and commissioning the equipment, platforms and forklifts necessary for unloading and positioning the device, raw materials needed for conducting tests on the equipment, and supporting staff,
  - d) Preparing the supply installations for electricity, water, compressed air, steam to allow the equipment to operate and cooperate with other devices in the Ordering Party's facility.
10. The obligations of the Contractor include:
- a) Proper securing of the work area and protection against loss or damage to equipment components and other elements and tools used for assembly,
  - b) Maintaining order and cleanliness, removing all garbage, waste, packaging, and other remnants from materials used by the Contractor,
  - c) Using only brand new materials that possess the required approvals and certifications for the execution of the subject and scope of the order,
  - d) Carrying out the work by individuals who have the appropriate qualifications for assembly work, trained in health and safety regulations and fire safety, and equipped with the necessary tools and clothing,
  - e) Adhering to the recommendations, instructions, and comments from the technical supervisors appointed by the Ordering Party ,
  - f) Preparing and coordinating the BIOZ Plan (Health and Safety Protection Plan) with the occupational health and safety services no later than 3 days before the Contractor's access to the Ordering Party's facility.
  - g) Providing technical supervision over the execution of the subject and scope of the order, as well as oversight of personnel regarding order and work discipline,
  - h) Providing a uniform dress code, featuring the company logo, for the Contractor's employees,
  - i) Before commencing the execution of the contract, the Contractor will be required to familiarize themselves with the procedure: "Requirements for health and safety, and environmental protection during renovation and construction services, and investment projects" applicable at the Ordering Party's facility,
  - j) Organizing the installation area, and disposing of waste and garbage generated during the work.