

RULES OF PARTICIPATION

IN THE PRODUCT CERTIFICATION PROGRAMME AT J.S. HAMILTON POLAND Sp. z o.o.

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1. About the company

J.S. HAMILTON POLAND Sp. z o.o. (hereinafter as Company or J.S. HAMILTON Sp. z o.o.) is an independent entity, constituting a group of enterprises located in the countries of Central and Eastern Europe, providing a wide range of specialized services for industry, trade, transport, distribution and storage. Its activities are part of the conformity assessment system specified in the Act on conformity assessment and market surveillance systems of 13 April 2016 (i.e. Journal of Laws of 2019, item 544 with amendments) and the Act on general product safety of 12 December 2003 (i.e. Journal of Laws of 2016, item 2047 as amended).

In every area of its operations, J.S. HAMILTON POLAND Sp. z o.o. aims to broaden the knowledge of the society, companies and government institutions, with a view to a better and safe tomorrow for every citizen and the consumer.

2. J.S. HAMILTON certificate

Voluntary certificates issued by the Products Certification Body [Jednostka Certyfikująca Wyroby] of J.S. HAMILTON POLAND Sp. z o.o. (hereinafter referred to as: "JCW") confirm the obligatory (compliant with applicable laws, standards) and/or optional product properties subjected to assessment. Products marked with the conformity marks of J.S. HAMILTON POLAND Sp. z o.o. are characterized by high quality and are appreciated and recognized by recipients all over the world.

The certificate obtained in the process also authorizes the use of an individual conformity mark of J.S. HAMILTON, together with the assigned keywords (or "word"), which are the result of an individual assessment for a given product.

Certificates issued by JCW do not release the Customer from liability for the product placed on the market or put into service.

3. Basis of the study

The following rules of the certification programme have been formulated, inter alia, on the basis of the wording of the following standards:

PN-EN ISO / IEC 17000 Conformity assessment – Vocabulary and general principles,

PN-ISO / IEC 17007: 2012 Conformity assessment – Guidance for drafting normative documents suitable for use for conformity assessment,

PN-EN ISO / IEC 17030 Conformity assessment – General requirements for third-party marks of conformity,

PN-EN ISO / IEC 17065 Conformity assessment – Requirements for bodies certifying products, processes and services,

PN-EN ISO / IEC 17067 Fundamentals of product certification and guidelines for product certification schemes.

The Customer hereby confirms their knowledge and, to the extent not regulated in these Rules, accepts an auxiliary use of them in order for the order to be executed and for any resulting disputes to be resolved.



4. Scope of certification

4.1. This certification programme is a type-2 programme in accordance with PN-EN ISO / IEC 17067 and defines the requirements, rules and procedures applied during the product certification processes.

4.2. The programme includes:

- **Selection** – verification of necessary data and information for the process, sampling;
- **Determination of properties** – laboratory tests;
- **Review and Decision** – review of assessment results and the resulting certification decision;
- **Certification** – issuing a certificate, granting the right to use the certificate and the mark of conformity;
- **Supervision** – taking and testing samples from the market.

4.3. Product group and normative documents.

J.S. HAMILTON POLAND Sp. z o.o. carries out the certification of utility products for compliance with the requirements of normative documents and/or the assessment of product properties based on the standards developed by J.S. HAMILTON POLAND Sp. z o.o. laying down the basic requirements.

Criteria documents, including the identification of product groups, will be provided to the customer at his express request.

5. Impartiality and confidentiality

The impartiality and confidentiality with regard to the conducted certification processes is the highest priority for the JCW. J.S. HAMILTON POLAND Sp. z o.o. is responsible for the impartiality of its certification activities and does not allow commercial, financial and other pressures to compromise impartiality. JCW has the appropriate technical means, facilities and equipment to ensure, in particular, safe handling of confidential information.

Confidential information is all information and documents that have been clearly marked by a Party as “confidential documents” or whose confidentiality results from the circumstances or type of information. Confidential information includes, in particular, all information provided or disclosed to the JCW or the Customer in the course of negotiations, meetings and business talks – including those concerning planned business activities, personal data of personnel, technical, commercial and organizational information concerning the Parties and their enterprises defined in accordance with art. 11 sec. 2 of the Act on Combating Unfair Competition of 16 April 1993 (i.e. Journal of Laws of 2020, item 1913 as amended).

Information:

- a) which was known to the Party acquiring knowledge about it, before that Party was notified of it by the other Party as part of business discussions, negotiations and possible future cooperation and performance of agreements concluded between the Parties,
- b) which the Party comes into possession of on the basis of its own inquiries, regardless of the information obtained from the other Party, without using confidential information of the other Party,
- c) which was provided to the Party by a third party, unlimited in the use or transfer of such information,
- d) which is generally (publicly, generally) known or will be generally known, over which the Party has no influence or which was not caused by the Party receiving the information, or



- e) which one Party has excluded in writing from the requirement of confidentiality in relation to the other Party,
– is not considered confidential information.

JCW and the Customer will disclose confidential information to their employees and other cooperating personnel only to the extent necessary to conduct business talks between the Parties, as well as to negotiate and perform contracts concluded between the Parties.

Confidential information may not be disclosed to third parties by the receiving Party without the prior written consent of the other Party, expressed in writing under pain of nullity, unless:

- a) the disclosure will be necessary due to the mandatory provisions of law,
- b) the information is commonly known,
- c) it is known to the Parties without breaching the confidentiality clause.

The confidentiality obligation described above is not limited in time.

6. Description of the certification process

6.1. Application form

The Customer applying for certification should complete, sign and send to JCW an application form for the preparation of an offer or submit it in the form of an e-mail message. The application form is available on the website (<https://hamilton.com.pl/do-pobrania/materialy-informacyjne/>) or it can be sent directly to the customer by a JCW employee.

The application includes, among other types of basic customer data, data on products submitted for certification and the scope of certification. Additionally, together with the application, the Customer should provide complete documentation regarding the product, allowing full identification.

6.2. Application review and the preparation of the offer

The JCW performs an initial review of the submitted application, verifying whether the presented information is complete and formulated in an unambiguous manner, which will allow for the preparation of the right offer. The attached documents are also assessed.

The following areas are subject to verification:

- scope of information about the applicant and the product;
- analysis of differences in the interpretation of issues (including the scope of indicated norms, other normative documents or the scope of assessment) and a consensual recognition of these differences by both Parties;
- whether the scope of the proposed certification has been defined;
- whether the scale of the resources needed to carry out all evaluation activities are available, and JCW has the competence and capabilities to conduct the process.

On the basis of the submitted application, a comprehensive offer is prepared, which the JCW employee sends to the Customer in the form of an e-mail along with the Certification Programme.

The offer includes the scope of certification and supervision as well as the costs of the certification process (expert assessment, license for the use of the mark and issuing the certificate, also on an annual basis), annual supervision



(beginning with the day the offer is prepared on) and information on product testing, i.e. the cost of assessment in accordance with the requirements, the number and size of the required samples and the place of testing.

The cost estimation applies only to the legal status as of the date the offer is prepared on. JCW reserves the right to change the scope of the assessment and the estimated cost of it, taking into account the changed legal status in force at the moment of the annual supervision.

JCW may demand that the Customer pays any and all fees, including license fees, before JCW commences the provision of product certification services.

The Customer undertakes to pay the remuneration resulting from the order placed, in accordance with the invoice issued by J.S. HAMILTON POLAND Sp. z o.o. regardless of the result of the certification procedure.

6.3. Product submission for certification

The Customer accepts the offer using the system available on the website of J.S. HAMILTON POLAND Sp. z o.o. – Customer Panel (<https://hamilton.com.pl/panel-klienta/nowe-funkcjonalnosci/>) or by sending a completed order, signed by an authorized person, attached to the offer (<https://hamilton.com.pl/do-downloads/information-materials/>).

Upon delivery of the order (also known as the “Detailed Agreement”) to J.S. HAMILTON POLAND Sp. z o.o., the Customer becomes the Ordering Party.

By ordering the performance of the service, the Ordering Party will enable all works covered by the certification programme, in particular, conducting the assessment and supervision, including the provision of documentation and records for their examination and ensuring access to appropriate equipment, locations, areas, personnel and subcontractors. The Ordering Party also undertakes to accept all control activities carried out by the JCW.

The conformity assessment procedure should be completed within no more than 6 months from the date of receipt of the complete order by the JCW, assuming that the documentation provided by the Ordering Party is complete and sufficient for the proper performance of the service. If it turns out during the certification process that it is necessary to supplement or correct it, this period is extended by the time during which the Ordering Party makes the necessary additions and corrections to the submitted documents.

6.4. Sampling

Samples for testing and conformity assessment are delivered by the Ordering Party in accordance with the number and type specified in the offer accepted beforehand. The sample must be representative of the entire batch produced with the use of tools and methods established for serial production and made with the use of elements and subassemblies identical to those used in production.

6.5. Assessment – laboratory tests

Laboratory tests are conducted in laboratories recommended by the JCW. At the offer stage, the Ordering Party is informed about the laboratories where the tests will be carried out for the purposes of the certification process.

In the event of receiving negative test results, the Ordering Party may request a reassessment. A new offer for repeat tests is prepared and the Ordering Party is obliged to provide samples for testing again.



JCW also accepts reports / test summaries provided by the Ordering Party at the application stage. Reports / test summaries may be accepted if:

- the assessment was conducted on the basis of current research methods;
- the research methods are compliant with the methods indicated in the requirements specified by the JCW;
- they come from a laboratory accredited in accordance with the EN ISO / IEC 17025:2018 standard;
- they are not older than one year from the date of submission of the application.

6.6. Review

The results of the evaluation are reviewed by an authorized JCW employee, not involved in the evaluation process. The review consists in verifying whether the certified product meets the specified requirements, the reports are correct, and the result and scope of the tests performed comply with all documents constituting the basis for the assessment.

6.7. Decision on certification

An authorized JCW employee decides whether or not to grant the certificate. Such a person will not be previously involved in the evaluation process. It is also permissible for the review and certification decision to be carried out simultaneously by the same person.

In the case of a positive result of the review, JCW decides to issue a certificate authorizing the Ordering Party to use the conformity mark as the end of the process.

The certificate is handed over to the Ordering Party after all certification fees have been paid.

In the event of non-compliance with the certification requirements, JCW decides not to grant, to limit, to suspend or to revoke certification. The above-mentioned activities can be carried out on the basis of assessment, review or the certification decision in supervision phase. The decision is communicated to the Ordering Party in writing with a relevant justification.

The Ordering Party has the right to submit written comments at any stage of the service if any irregularities are detected. Comments and reservations should be considered by the JCW, and the Ordering Party should be informed about the result of these activities within no more than 10 working days from the date the comments have been received by the JCW. If the JCW is unable to present its position to the Ordering Party within the above-mentioned period, it will inform the Ordering Party about the actions taken and will determine another deadline for presenting a substantive position.

In the event of a negative result of the procedure (refusal, restriction, suspension or withdrawal of the certificate) for the issuance of the certificate, JCW will provide the Ordering Party with a written statement on the subject together with a relevant justification, but the Ordering Party will be entitled to appeal to J.S. HAMILTON POLAND Sp. z o.o. within 7 days from the date of receipt of the declaration. In the course of the appeal procedure, the Management Board of J.S. HAMILTON POLAND Sp. z o.o. revises the arrangements made, sustaining the original decision or modifies it – by submitting it in writing together with justification no later than 30 days from the date of receipt of the written appeal.

6.8. Issuance of a certificate

The issuance of the certificate is possible only if all the certification requirements specified in the certification programme have been met.



The certificate issued in accordance with the programme includes: the Ordering Party's data, place of production (it is possible to code the place of production), assessment basis, certification programme number, product type and description, certificate number, conformity mark, unit address, date and signature of the issuer, accreditation mark (if applicable).

The certificate is issued for a period of 3 years (at the request of the Ordering Party, a shorter period – of one or two years is also allowed). It remains valid in the event of a positive result from the supervision and the fulfilment of the conditions set out in these Rules.

6.9. Obligations of the Ordering Party during the validity period of the certificate

The Ordering Party ensures that the products covered by the certification will always comply with the requirements of the reference documents and undertakes to constantly meet the certification requirements, including the implementation of appropriate changes, if such changes are communicated by the JCW.

At the same time, the Ordering Party undertakes to inform the JCW about all intended changes, in particular regarding the product, place and methods of production, correspondence data and legal, commercial or organizational status, which may affect the ability to meet the certification requirements.

It is necessary for the Ordering Party to create records of all complaints about certified products and taking and documenting appropriate actions in connection with such complaints. At the same time, the Ordering Party undertakes to keep records of the above and make available to JCW during supervision (or at the request of the JCW in justified cases).

Any discovered defects that have a negative impact on the level of safety of certified products must be immediately removed by the Ordering Party, along with the need to take all measures to minimise the resulting damage.

The Ordering Party is obliged to refrain from placing defective products on the market or putting them into service, and to inform the JCW if such a case should ever occur.

6.10. Supervision over the certificate

Supervision is a key element of the process in the years that follow the issuing of the certificate as it verifies whether the certified products still meet the requirements of the reference documents constituting the basis for certification and whether the certificate and the mark of conformity are used correctly. It is performed not less frequently than once every 12 months during the validity period of the certificate. The costs of supervision are borne by the Ordering Party, in accordance with the conditions specified in the offer.

It includes such activities as:

- the collection of samples of certified products from the market or from the manufacturer's warehouse of finished products at the Ordering Party's expense (in the first supervision, the product must be taken or purchased from the market),
- verification laboratory tests of the product (the Ordering Party is informed about the scope and time and the laboratory where the tests will be carried out before taking samples from the market),
- assessment review,
- the decision on the possibility of continuing (or not being able to continue) the use of the certificate.

After the assessment is completed, the Ordering Party is informed about the results of supervision by the JCW employee.



The Ordering Party is obliged to introduce, within the prescribed period, preventive, corrective and corrective actions identified by the JCW during supervision.

If the information received from third parties or the results of the supervision assessment raise doubts as to the compliance of the certified products, the JCW has the right to increase the number of assessments carried out at the Ordering Party's premises for additional control tests. In the event of non-compliance, the Ordering Party receives a report / summary of control tests, and is requested to remove the non-compliance and cover the costs of additional control activities.

6.11 Duration of the process

The certification process may last up to 6 months, unless the Parties agree otherwise as part of the ongoing process. If, for reasons attributable to the Ordering Party, the certification process is not completed within this period, the business relationship under the civil law is terminated and JCW will charge the Ordering Party with the costs of all completed works.

7. List of certificates

JCW provides information on the validity of the issued certificates at the request of the Ordering Party.

JCW has the right to inform the relevant administration bodies and accreditation bodies and users of products and other interested parties, about the certified products. Publishing this information does not require any consent of the Ordering Party.

8. Use of the certificate and conformity mark

Positive completion of the certification process authorizes the Ordering Party to use the certificate and the individual conformity mark confirming the mandatory requirements and/or voluntary product properties subject to assessment in accordance with point 6. The mark can be used both directly on the product (also on the label or packaging), as well as in all marketing materials in which the product appears independently.

JCW shall not be liable towards third parties for the marketing of products marked in accordance with these Rules by the Ordering Party and for damage caused by these products.

The Ordering Party undertakes not to use the mark by marking with it any other product than the one(s) included in the certification process or in such a way that it can be associated with any other object that is not such a product. Liability for any damage that may result from production by the Ordering Party of items containing any markings related to the certification shall be borne solely by the Ordering Party.

It is forbidden to use individual graphic elements of the mark and other marks belonging to J.S. HAMILTON POLAND Sp. z o.o., which JCW could consider as misleading or unauthorized.

The Ordering Party may not make changes, modifications or alterations to certificates or certification marks on its own. The Ordering Party undertakes to copy the certification documents in full.

The rules for using the trademark are specified in the Brand Book and in the Certification Program.



The Ordering Party is not entitled to assign any rights related to the certificate or certification mark, nor may it authorize its use or make it possible for anyone to use them; the Ordering Party may not waive the right to use the certificate or certification mark to another entity.

9. Changes affecting certification

9.1. Interruption of the certification process

It occurs when:

- within 3 months from the date of signing the order, the Ordering Party does not provide the required documentation. This date may be changed in agreement with the JCW;
- the Ordering Party submits a written resignation from continuing the process (it is permissible after each completed stage of the assessment); respectively, the remuneration or part of it will be paid for the services actually performed for the Ordering Party or for the period of using the certification mark – in accordance with the offer;
- the Ordering Party does not make timely payments to J.S. HAMILTON POLAND Sp. z o.o.

9.2. Change of legal requirements

Depending on the group of products, the requirements are divided into:

- obligatory, i.e. resulting from applicable law (i.e. chemical, mechanical, sensory, electrical, etc.);
- voluntary, i.e. functionality tests, usability tests and verification of quality parameters.

JCW informs the Ordering Party about changes to the criteria documents, stating the date of their entry into force and sets the expiry date of previously provided documents.

In the case of obligatory changes, JCW analyses these changes and informs the Ordering Party of the need to update the tests (based on a test report or analysis of related documentation with the product).

In the case of voluntary changes, the JCW analyses these changes and informs the Ordering Party's on the optional performance of test updates. On the basis of the information provided, the Ordering Party decides whether to change a given certificate or continue using it in an unchanged form.

Each time, the Ordering Party receives the scope of the assessment that must be carried out and the time to introduce any changes to the product and to undergo the assessment.

Changing the requirements does not affect the validity period of the certificate.

9.3 Design changes of the product

The Ordering Party is obliged to inform the JCW prior to any modification of the product of each planned change in the composition of the product or its production technology and have it tested, if it intends to place on it the markings described in point 8. In the event of a change to the composition of the product or its production technology without prior notification of the JCW, the Ordering Party is obliged to stop using the label until the product is re-examined by JCW and confirmation by JCW of compliance with the obligatory and/or optional requirements concerning the properties of the product under assessment. In the event of failure to comply with the preceding provisions, the Ordering Party shall not be entitled to any claims against JCW.



9.4. Certificate extension

It is possible to extend the certificate after its validity period (which is also referred to as “re-certification”). In order to do so, the Ordering Party sends a declaration (in the form of an application / e-mail or letter) of its willingness to extend the certificate for another 3-year period (at the Ordering Party’s request, a shorter period is also allowed – of one or two years). The JCW decides on the scope of product assessment – the need to perform tests, taking into account the previous results and the validity of the test methods (reports cannot be older than two years from the date of submitting the application), possible complaints or claims. This information is provided to the Ordering Party in the form of an offer.

Further steps in the process are identical to the original activities carried out as part of the certification process.

9.5. Certificate expiration

It occurs at the end of the certificate validity period – after a period of 3 years (or shorter, in accordance with the established certification conditions). The Ordering Party is not additionally informed about expiration.

From the moment of expiry of the right to use the certificate and certification mark, the Ordering Party is not entitled to use the certificate and certification mark.

9.6. Extension of the scope of certification

It is possible to extend the certificate with products from the same product group with identical legal requirements. Analysis by JCW of the application submitted by the Ordering Party allows to determine the possibility and the legitimacy of the scope of the extension. The scope of the assessment in such cases is determined individually.

After completing the extension process and obtaining a positive assessment result, the Ordering Party receives a new, updated certification document (next issue). In the event of a negative result of the assessment, the Ordering Party will be informed about possible further proceedings.

10. Limitation, suspension, revocation, and termination of the certificate.

10.1. Limiting the scope of certification

Certification is limited when some of the certified products no longer comply with the standards or other normative documents that were the basis for the assessment.

Should it be necessary to limit the scope of the certificate, it is the Ordering Party’s responsibility to return it and to stop using the certificate and the granted conformity mark in relation to products that are no longer within the scope of certification. This also applies to any information related to the product used by the Ordering Party.

The consequence of the restriction is the JCW issuing a new certificate including products that meet the requirements of the process.

10.2. Certificate suspension

The basis for suspending the certificate is the product’s non-compliance with the certification requirements (in full, or partial), failure to comply with the obligations set out in this programme and failure by the Ordering Party to consent to carry out the required supervision.



If it is found that the product may pose a threat to life or health, JCW suspends the certificate immediately. This procedure may also be used in the event of a clear breach of this certification programme, despite requests from the JCW.

The conditions for restoring the certificate will be:

- presentation of corrective and preventive actions in relation to non-conformities;
- presenting JCW with evidence confirming compliance of the modified products with the requirements being the basis for certification;
- settlement of all obligations, both financial and arising from this programme.

The Ordering Party is informed about the duration of the suspension and about the actions required to complete it. The suspension is revoked as a result of an assessment, review or decision. The certificate suspension period may not exceed 6 months and is included in the certificate validity period.

The Ordering Party is obliged to immediately return the certificate and cease to use the certificate and the conformity mark assigned to it. This applies to any advertising materials that relate to the products (as well as the products themselves, in the Ordering Party's warehouse and in the places of sale of its customers), for which the certificate has been suspended.

10.3. Certificate Revocation

Grounds for revoking the certificate:

- there has been a gross violation of the provisions of these Rules;
- the product poses a risk to the end user;
- non-conformities have been found during review, surveillance, market inspection or otherwise, which have not been promptly eliminated by the Ordering Party;
- the Ordering Party has not adapted the product to the changes in the certification requirements within the time limit specified by JCW;
- incorrect use of certificates and certification marks has been observed;
- the certificate suspension period exceeds 6 months;
- there has been a termination or expiry of the contractual relationship relating to the certificate.

The Ordering Party is obliged to immediately return the certificate and cease to use the certificate and the conformity mark assigned to it. This applies to any advertising materials that refer to the products (as well as the products themselves, in the Ordering Party's warehouse and in the places of sale of its customers), for which the certificate has been revoked.

10.4. Termination of the certificate

In the case of the Ordering Party's request to shorten the certificate validity period, the Ordering Party is obliged to immediately return the certificate and cease using the conformity mark on the products and to carry out any advertising, commercial and marketing activities in relation to products with completed certification.

This applies to all products placed on the market or put into service after the date of receipt of the information or decision by the Ordering Party.



11. Unplanned evaluation

In justified cases that may occur in certified products, i.e. suspicion of introducing technical / design changes, complaints or claims, or a change of the production site, JCW may carry out unplanned testing and / or evaluation of products at the expense of the Ordering Party. The deadline for completion, the scope and the cost estimate for the process are provided to the Ordering Party in writing with an appropriate justification.

If the Ordering Party does not agree to take the proposed actions, JCW has the right to suspend the certificate.

12. Unauthorized use of conformity marks

Improper reference by the Ordering Party to the certificate or improper use of certification marks, in particular in documentation or publications, may be a reason for corrective or legal actions.

At the request of JCW, the Ordering Party is obliged to present all materials in which it has placed certificates and certification marks.

The Ordering Party must obtain a prior written consent of JCW to use the certificate for another purpose than those specified in the Programme.

In the case of the use of the mark by the Ordering Party after the termination or expiry of the contract, J.S. HAMILTON POLAND Sp. z o.o. will be entitled to charge the Ordering Party a contractual penalty in the amount of PLN 1,000.00 for each day of unauthorized use of the mark.

For each other violation of the provisions of this section of the certification programme, J.S. HAMILTON POLAND Sp. z o.o. will be entitled to charge a contractual penalty in the amount of PLN 5,000.00.

In the event of a loss exceeding the value of the charged contractual penalties, J.S. HAMILTON POLAND Sp. z o.o. will be entitled to supplementary compensation on general terms.

13. Rules of cooperation

13.1. Establishing cooperation

The period of validity of the JSHP offer is each time indicated in the individual offer addressed to the Ordering Party. The content and scope of each order is always confirmed by the JCW upon the acceptance of it – in writing or electronically at the address provided by the Ordering Party. Accepting an order is never equivalent to the JCW's commitment to achieve a specific result. JCW determines the methods and manner of providing services in consultation with the Ordering Party on the basis of: professional knowledge, relevant standards, norms, methodologies, habits, practices, and possibly taking into account the instructions and guidelines of the Ordering Party.

Unless otherwise agreed, the JCW is not obliged to provide information and advice or to provide feedback. If information, advice or opinions are nevertheless provided, these should be understood as non-binding suggestions.

In order to perform the accepted order on the basis of these Rules, the JCW is entitled to subcontract the performance of the service covered by the order to a third party, which in the opinion of the JCW has appropriate qualifications and competences to perform this order. JCW is responsible for the actions of these persons as for its own actions.



The Ordering Party undertakes to provide all required instructions regarding the scope of the order, in advance, enabling its effective implementation. Additionally, if necessary, the Ordering Party ensures that JCW representatives will have access to goods, means of transport, warehouses, etc. in order to perform the commissioned tasks, and also ensure that all applicable health and safety conditions are met at the place of execution of the order.

13.2. Rules of financial settlements

Unless otherwise stipulated, VAT invoices issued by JCW shall be payable after each execution of the order within the period specified in the offer.

The Ordering Party agrees and declares that it accepts VAT invoices issued and sent in an electronic form. Moreover, the Ordering Party agrees that the date of delivery of the VAT invoice, correction of the VAT invoice and the duplication of the VAT invoice issued by JCW shall be the date when the relevant invoices are sent by e-mail.

The date of payment is the date of crediting JCW's bank account. For the resulting delays in payment, JCW will be entitled to claim statutory interest from the Ordering Party for delays in commercial transactions, in accordance with the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions (i.e. Journal of Laws of 2020, item 935 as amended). JCW has the right to charge the Ordering Party with all recovery costs indicated in the above act.

13.3. Responsibility of JCW

JCW accepts its liability only in the event of culpable damage proven by the Ordering Party. JCW's liability for damage resulting from the non-performance or improper performance of the provisions of the contract (concluded on the basis of these Rules, offers, orders), as well as for damage resulting from other causes and damage caused by subcontractors, is limited to the amount of remuneration paid by the Ordering Party to JCW under contractual provisions. The responsibility of JCW does not include lost profits within the meaning of Art. 361 of the Civil Code.

13.4. Copyright

JCW expressly reserves the copyrights to opinions, expert opinions, certificates, test reports and analyses prepared at the request of the Ordering Party, in relation to which such rights may arise.

13.5. Evidence rule

The parties jointly declare that in the event of a possible court dispute that could arise between them in connection with the implementation of the concluded contract, they agree that the evidence in this case may only be the following means of proof:

- a) final offer,
- b) final order,
- c) electronic correspondence between the Parties and between JCW and its subcontractors – exchanged only in the course of the service,
- d) documentation exchanged by the Parties and between JCW and its subcontractors – exchanged only in the course of the service,
- e) testimonies of witnesses regarding only the scope of the contract and the manner of its implementation,
- f) testimony of the Parties regarding only the scope of the order performed and the manner of its implementation.



13.6. Final Provisions

Any disputes arising from the implementation of the provisions of these Rules shall be settled in accordance with Polish regulations by the court having material and local jurisdiction for the JCW seat.

All listed appendices remain an integral part of this Policy.

14. Annexes

Annex 1 The Ordering Party declaration

Annex 2 Mark identity booklet

