

## **DRAFT OF WARRANTY TERMS**

Appendix 1 to the Contract  
for:

**"Design and construction of educative permanent exhibition in the  
revitalized former Carpenter's Workshop building at the Silesian  
Museum in Katowice"**

Procedure ref.: MŚ-ZP-WW-333-3/16

## Warranty Terms

### Contractor:

Company.....,

Address .....,

Telephone....., email .....FAX.....

Hereby grants a 60-month warranty, starting as of ..... (*final acceptance*),

for works completed under the contract for:

**"Design and construction of educative permanent exhibition in the revitalized former Carpenter's Workshop building at the Silesian Museum in Katowice"**. Procedure ref.: MŚ-ZP-WW-333-3/16

in the building: the new venue of the Silesian Museum - Carpenter's Workshop building, address: Katowice, ul. Tadeusza Dobrowolskiego 1,

pursuant to the contract concluded with the **Principal** - the Silesian Museum in Katowice, ul. Tadeusza Dobrowolskiego 1, 40-205 Katowice

ref. ...., of .....,

hereinafter referred to as the Contract, stipulating the following:

### I. General terms.

1. The material scope of the warranty shall cover all works and devices installed, constituting the subject of contract. The warranty period shall be minimally 5 years for the subject of contract.
2. Should any other entity (hereinafter referred to as the User) than the Principal use the building, where the works covered with this warranty shall be carried out (as set forth in pt. 1), the Principal shall be entitled to report any possible defects and the Principal shall authorize this entity to report possible defects.
3. The Contractor hereby declares that the works executed, the materials used and the devices installed are admitted to trading under pertinent regulations and guarantee correct and safe use of the subject of Contract, and that they comply with effective regulations.
4. As part of the warranty, the Contractor shall be obligated to effectively remove all defects reported by the Principal and to notify the Principal of any possible defects revealed. The fact of effective defect removal must be confirmed in each instance in writing by the Contractor and the Principal.
5. The Contractor undertakes to conduct a register of notifications and repair reports, rendered to the Principal at every request. The Contractor shall render the register through access to their application for tracing notifications or in the form of files. An updated list of notification times and completions of corresponding repairs shall be an element of the register.
6. The Contractor shall prepare notification and repair forms and shall submit them to the Principal for approval until the date of final acceptance. The forms shall contain at least the following information:
  - a) Breakdown notification form - the date and time of notification, the full name of the reporting party, a marking of the station or system, to which the notification refers, a description of the notification, a marking of the severity of the breakdown, unique notification number

- b) Repair form - the date and time of bypass installation and repair, a description of the method of executing the bypass and repair, place for bypass and repair acceptance by the Principal, the full name of the notification servicing person with the Contractor, unique notification number.
- 7. If any devices, materials, including construction materials, installations, or systems installed as part of the works performed under the Contract are covered with manufacturer's/supplier's warranty exceeding the warranty period granted by the Contractor, the Contractor shall provide the Principal with documents for these warranties until the last day of effective day of their warranty.
- 8. Any defects created as a result of the following circumstances shall not be repaired under warranty:
  - a) force majeure, which shall be construed by the parties as: the state of war, natural disaster, general strike,
  - b) normal wear of the subject of Contract or parts thereof, considering the provisions of the Contract Subject Description,
  - c) damages incurred at the default of the User, and particularly from the maintenance and operation of the exhibition against the manual or principles of operation and maintenance.
- 9. The Contractor shall not be held liable for damages incurred as a result of delay in defect notification, if the defect has caused other defects or damages, which could have been reasonably avoided if the Contractor was notified of the primary defect in due time.
- 10. The Contractor shall be held liable for all damages incurred in the course of defect removal works.

## **II. Maintenance inspections and service agreements.**

- 1. If any devices, installations, systems, materials, etc. are installed as part of the works under the Contract, for which the manufacturer/supplier claims paid, obligatory service and/or maintenance by authorized units, **the Contractor shall be obligated to conclude agreements for such service and/or maintenance and to pay the related costs** in the warranty period. The Contractor shall be in charge of performing timely service of these elements and shall pay its cost within the warranty period.
- 2. The Contractor shall provide **IT maintenance services** for the Exhibition comprising all devices and software supplied and launched in the effective term of the Contract. The scope of maintenance services shall include maintenance inspections and repairs, as specified in pt. III.1. These services shall be provided within the entire contractual warranty term. The purpose of the services is to guarantee the continuity of operation of the entire multimedia IT infrastructure of the exhibition, implemented under the Contract. The services shall particularly cover the multimedia and computer hardware, the computer network, elements of display lighting, servers, software (station applications and control software), and peripherals.
- 3. In terms of each of the serviced devices, Contractor's service (including maintenance) works must be carried out by the Contractor in line with manufacturer's guidelines and shall under no circumstances infringe the warranty granted by the manufacturer of these devices. Should the Contractor infringe on the manufacturer warranty, they shall provide, free of charge, replacement warranties stipulating analogous principles and effective term to the manufacturer's warranty.
- 4. Maintenance works and repairs shall be carried out outside the opening hours of the Exhibition, in service slots.

5. Service shall be provide in the Principal's venue, and particularly: wherever the equipment is used, i.e. within the Exhibition space and in other places, where the equipment will be installed in the effective term of the Contract.
6. If repair in the Principal's venue is not possible, the Contractor shall collect the defective device or element to the service site under a report signed by the Parties - as of this moment, the Contractor shall accept full liability for the device/part of the subject of Contract until it the repaired device/part is reinstalled in its primary site, which shall be also confirmed by an applicable report. If necessary, the Contractor shall provide a replacement solution (bypass).

### **III. IT infrastructure maintenance inspections - details.**

1. The Contractor shall perform maintenance inspections of the equipment supplied under the Contract, in line with the requirements of the manufacturers of particular devices, at least once every 6 months. Such maintenance shall include, in particular:
  - a. cleaning of dust and soiling, which could affect the performance of the devices
  - b. cleaning and calibration of the optical systems in projectors
  - c. replacement of consumables according to their life span specified by the manufacturers (in particular: replacement of bulbs, lamps and projector filters); the consumables shall be provided by the Principal
2. Consumables shall be replaced by the Contractor when their complete wear is claimed by the Principal and whenever their complete wear is claimed by the Contractor in the course of service and maintenance operations. The Principal shall notify the Contractor of the wear of consumables according to the service procedure, as in the case of any other Defect. The consumables shall be provided by the Principal.
3. As part of the maintenance procedure, the Contractor shall install updates of the operating systems, according to the guidelines of their manufacturer and the provisions of the Workshop Design.
4. After completing each maintenance inspection, the Contractor shall draw up a detailed report on the works completed, including a list of all maintenance activities and consumables listed. The principal hereby reserves the right to verify the works carried out in the course of maintenance and the report.
5. Maintenance inspections shall be carried out outside the opening hours of the Exhibition, in service slots agreed on individually with the Principal.

### **IV. Warranty inspections.**

1. Warranty inspections shall be carried out once a year after the Final acceptance report is signed - 4 times in total.
2. Warranty inspections shall be carried out by a committee, which shall be attended by the authorized representatives of the Principal and the Contractor. The absence of the Contractor shall not withhold the inspection, and the Principal shall be then obligated to provide the

Contractor with a Warranty inspection report, including a request to have any Warranty defects removed within the term specified by the Principal.

3. Warranty inspections shall consist in assessment of the condition of works and in assessment of the works related to the removal of Defects claimed in the warranty or the statutory warranty period.
4. Warranty inspections shall be closed by Defect removal acceptance reports for defects listed in the Warranty inspection report, drawn up after all of the Defects revealed are removed.

**V. Removal of reported IT infrastructure defects - details.**

1. The Contractor shall guarantee the following accessibility and level of defect removal, hardware and software repair services:

Breakdown type	Reaction time	Bypass implementation time	Repair time
Critical breakdown	4h	Until the commencement of the next exhibition day from the breakdown notification date	7 days
Standard breakdown	4h	Until the commencement of the 3 <sup>rd</sup> exhibition day from the breakdown notification date	14 days

**Service availability: 7 days a week, 365 days a year.**

2. Reaction time: time counted from the moment of sending out a notification of breakdown until the moment of Contractor's receipt of the notification.
3. Replacement solution (bypass) implementation time: time counted from the moment of sending out a notification of defect/breakdown until the confirmation by the Principal of the implementation of an effective replacement solution (bypass). The replacement solution can be implemented with the use of any equipment, software or procedure applied by the Contractor, provided that the functionality of the specific element of the Exhibition is restored for the visitors. The Principal admits the possibility of applying replacement solutions with other parameters to those of the damaged element, provided that their application shall not hinder the correct use of the Exhibition by the visitors.
4. Repair time: time counted from the moment of sending out a defect/breakdown notification until the implementation of the target problem solution by the Contractor. Repair must restore full system functionality (hardware, software), maintaining equal or improved parameters to those from before the breakdown. In particular, the Contractor can remedy the breakdown immediately, by performing repair without implementing a bypass, provided that such repair fulfills the conditions for functionality restoration through bypass.
5. A critical breakdown is a breakdown which fulfills at least one of the following conditions:
  - a. a breakdown which prevents the use of any of the stations by visitors
  - b. a breakdown which hinders the implementation of essential control software functionalities from the point of view of the visitors (for instance, a breakdown of the function of turning AV stations of the Exhibition on and off)
  - c. a breakdown of the lighting control system.

6. A standard breakdown is any breakdown other than critical of any system implemented under the Contract, resulting in the incorrect operation of any element, in particular in its operation against the as-built documentation and instruction manuals.
7. A bypass or repair shall be construed as successful, and the count of bypass or repair time shall be terminated when the Contractor reports the fact of completing repair, provided that verification performed by the Principal within no longer than 1 business day from such notification confirms the fact of correct repair. If the correctness of repair is not successfully verified, the count of bypass and repair time shall continue to run until repair completion is notified and the repair is confirmed by the Principal as successful.
8. Repairs of equipment within the Exhibition space, in rooms open to visitors, shall be carried out after the exhibition opening hours, in service slots. Repairs of breakdowns of other system elements, located outside the rooms open to visitors can be carried out at any time, provided that the performance of these works does not disturb the functioning of other stations and other elements with direct effect on the visitors.

**VI. Removal of defects reported for other elements of the subject of Contract - details.**

1. In the event a defect is revealed in the material warranty scope, the Principal (or the User) shall notify the Contractor thereof within 45 business days from the date the defect is revealed. Such notification shall be made by telephone, fax, e-mail or traditional mail - according to the data specified by the Contractor in the headline. The Contractor shall be obligated to remove the defect reported at their own cost within 30 days.
2. In the event of reporting a defect which prevents the further use of the part or entire subject of contract, or causing a threat to human safety or to the safety of property (major defect), the defect shall be removed immediately - not later than within 3 days from the notification date.
3. In justified cases, at the Contractor's request, the Contractor shall have the right to set a different defect removal date to the dates referred to in point 1 and 2.
4. Pursuant to art 581 of the Civil Code, in the event of replacement of an item with a new one or after completing major repairs on an item, the warranty period count will be restarted. In other cases, the warranty term shall be extended by the duration of the period, in which the item covered by warranty was excluded from use by the warrantee.
5. In the event of triple breakdown of the same type in a given device/system/material/product, the Contractor shall be obligated to supply new technical equipment within a maximum of 21 days from the date of receipt of a pertinent written request from the Principal.
6. In the occurrence of a successive defect of the same type (referring to the same system/software, etc.) in the same equipment or element thereof, having completed 3 repairs of the same equipment or element thereof, the Contractor shall be obligated to supply new technical equipment within a maximum of 21 days from the date of receipt of a pertinent written request from the Principal.

**VII. Final provisions**

1. Should the Contractor fail to commence the removal of Defects or should the Contractor remove the Defects in an incorrect manner or against the provisions of these Warranty Terms,

the Principal, apart from exercising their rights under the provisions of the Civil Code, shall have the right to contract the removal of Defects to a third party at the cost and risk of the Contractor (replacement repair), having requested suitable action from the Contractor and having set an additional term equal or exceeding 14 business days. The fee payable to the third party shall be deducted by the Principal from the performance bond.

**The Warranty Terms are hereby unconditionally accepted:**

**Warrantor and statutory warrantor**  
Contractor's representative:

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