



PIT Certification

GENERAL TERMS OF CERTIFICATION AND INSPECTION

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GENERAL TERMS OF CERTIFICATION AND INSPECTION

The General Terms of Certification and Inspection (hereinafter: GTCI) constitute key information, principles, and provisions regarding the acceptance and execution of the Order/Agreement/Offer.

Glossary

- 1. PIT Certification** - PIT Certification Sp. z o.o. with its registered office at: ul. Warszawska 181, 61-055 Poznań, entered by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Division of the National Court Register into the register of entrepreneurs under KRS number 0001167264; NIP 7822949165; REGON 540451470, appearing in individual documents as the Contractor/Certifying Body/Inspection Body.
- 2. Client** – a legal entity, an organizational unit without legal personality, and a natural person conducting business activity, appearing in individual documents and in the further part of the GTCI as the Ordering Party/Applicant/Client
- 3. Number of days** – in each instance, shall refer to the number of business days.
- 4. Payment due date** – in each instance, shall refer to the day on which the payment for the service rendered becomes due and payable.
- 5. Offer** – an offer for provided services submitted by PIT Certification in written form signed by hand, signed in documentary form, or electronically signed with a qualified electronic signature, submitted in person, by mail, courier, or email.
- 6. Confirmation** – a written statement by the Client accepting the Offer, submitted to PIT Certification after its receipt, in written form signed by hand, signed in documentary form, or electronically signed with a qualified electronic signature, submitted in person, by mail, courier, or email.
- 7. Order** – an order for the performance of provided services submitted by the Client in written form signed by hand, signed in documentary form, or electronically signed with a qualified electronic signature, delivered in person, by mail, courier, or email.
- 8. Application** - a formal document that the Client submits to the Certifying Body and on the template provided by the Certifying Body, in order to apply for a Certificate.

- 9. Products** – movable items, goods and services, assets, the delivery of which is necessary for the execution of the sales agreement, order concluded between PIT Certification and the Client (e.g., samples for testing).
- 10. Agreement** – a mutual declaration of intent between PIT Certification and the Client concluded in written form signed by hand or electronically signed with a qualified electronic signature, delivered in person, by mail, courier, or email.
- 11. Products and Subsystems** – movable items, goods, assets that are to be subject to assessment by the Certifying Body or Inspection Body.
- 12. Certificate** – a document issued by the Certifying Body, confirming the conformity of the Product/Subsystem with the requirements of the reference document, specified each time in the Offer/Order/Agreement.
- 13. Test/Inspection Report** – a document issued by the Inspection Body, containing an independent and objective opinion on the Product/Subsystem in relation to safety requirements or other reference documents, specified each time in the Offer/Order/Agreement, stating whether the requirements have been met.
- 14. Test Report** – a document issued by the Inspection Body containing the results of conducted tests/measurements/inspection checks.
- 15. US EPA** – United States Environmental Protection Agency
- 16. CARB** – California Air Resources Board
- 17. Standard PN-EN ISO/IEC 17065:2013-03** – “Conformity assessment – Requirements for bodies certifying products, processes and services”
- 18. PCA** – Polish Centre for Accreditation
- 19. QCL** – Quality Control Limit – Limit value for the perforator based on tests
- 20. TSCA** – Toxic Substances Control Act
- 21. ATCM** – Airborne Toxic Control Measure
- 22. ASTM E 1333-22 or according to ASTM D 6007-22** – Standard Test Method for Determining Formaldehyde Concentrations in Air from Wood Products Using a Small-Scale Chamber – Testing formaldehyde emissions from wood-based panels using the chamber method
- 23. GDPR (RODO - PL)** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Scope of Application

- 1.** These General Terms of Certification and Inspection (hereinafter: GTCI) define the rights and obligations of the parties when submitting an Offer, Order, and concluding sales and service delivery Agreements, where the contractor is PIT Certification.
- 2.** Terms different from those specified in the GTCI, proposed by the Client, require each time the written acceptance of PIT Certification. Different terms are binding only and exclusively with respect to a specific Offer/Order/Agreement.
- 3.** In the event of a conflict between the GTCI and the provisions of the Agreement, different terms, priority shall be given to the provisions contained in the Agreement, different terms established for a specific Offer/Order/Agreement. Contractual provisions, individually agreed and confirmed in writing under pain of nullity, shall take precedence over the provisions of these GTCI to the extent that they contain regulations different from these GTCI.

4. All agreements and documents related to the Offer/Order/Agreement must include the Offer/Order/Agreement number assigned by PIT Certification. This number should be cited in all correspondence, notices, invoices, acceptance protocols, etc.
5. PIT Certification is not bound by the general terms of agreements, orders or deliveries or other similar documents used by the Client, even if they became known to PIT Certification, in particular from previous events such as: inquiries, negotiations, previously concluded agreements and were not expressly contested by PIT Certification, as well as when PIT Certification, knowing about different terms of sale/service provision, decided to submit an Offer to the Client without additional reservations.
6. The GTCI are published on the PIT Certification website.

Accreditation and Certification

1. Within the scope of railway vehicles, PIT Certification operates:
 - a) **an accredited product certifying body with number AC 173**, holding authorizations:
 - as a notified body with number NB 1583 in Directive (EU) 2016/797 of the European Parliament and of the Council of 11 May 2016 on the interoperability of the rail system within the European Union,
 - as a designated body for performing tasks referred to in Article 25ie(1) of the Polish Act on Rail Transport of 28 March 2003 (consolidated text: Journal of Laws 2024, item 697, as amended),
 - as an organizational unit conducting activities referred to in Article 22g(1) of the Polish Act on Rail Transport of 28 March 2003 (consolidated text: Journal of Laws 2024, item 697, as amended),
 - an accredited body in product conformity certification.
 - b) **an accredited inspection body with number AK 024**, holding authorizations:
 - as an accredited body in activities covered by Commission Implementing Regulation (EU) No 402/2013 (inspections of the adequacy of applying the common safety method for risk evaluation and assessment),
 - as an accredited body in type-approval testing of trams. [Journal of Laws 2023, item 919; Journal of Laws 2023, item 2385; Journal of Laws 2023, item 1651; Journal of Laws 2011, No. 65, item 344],
 - as an accredited body in the area of conformity control of vehicle production, components and separate technical units as well as equipment parts (tram and systems and parts for compressed hydrogen storage systems for hydrogen-powered vehicles), [Journal of Laws 2023, item 919; Journal of Laws 2023, item 2385; Journal of Laws 2023, item 1651; UN ECE Regulation No. 134],
 - as an accredited body in type-approval and approval of systems and parts for compressed hydrogen storage systems for hydrogen-powered vehicles. [UN ECE Regulation No. 134].
2. Within the scope of wood industry products, PIT Certification operates **an accredited product certifying body with number AC 098**.

The body offers activities in the scope of:

 - a) certification of wood-based materials for conformity of formaldehyde emissions with the requirements of the United States Environmental Protection Agency (US EPA),
 - b) certification of wood-based materials for conformity of formaldehyde emissions with the requirements of the California Air Resources Board (CARB),

- c) participation in conformity assessment and verification of constancy of performance of construction products,
 - d) certification of wood industry products and furniture for conformity with the requirements of national standards, European standards, and technical approvals (covered by accreditation).
- 3.** Detailed scope of activities and certification programs are available on the website at:
- Railway vehicles area:
- Certification: <https://pitcertification.pl/certyfikacja-pojazdow-szynowych/>
 - Inspection: <https://pitcertification.pl/oferta-kolejnictwo-inspekcja/>
 - Wood products area: <https://pitcertification.pl/oferta-wyroby-drzewne/>

General Obligations of the Applicant

- 1.** The Ordering Party declares that the application for conducting the Certification/Verification process has not been submitted to any other certifying body.
- 2.** The ownership right to the issued certification document belongs to the Contractor.
- 3.** In connection with the requirements of standard PN-EN ISO/IEC 17065:2013-03 and document 000MRA1044 ver. 2.0. (accreditation scheme), under pain of revocation of the Certificate, the following works and obligations are imposed on the Ordering Party:
 - a) The Ordering Party is obliged to maintain the properties of the product in accordance with the requirements specified in the issued Certificate.
 - b) In the event of changes in standards or regulations, the Ordering Party is obliged to adapt the product to the recommendations of the Certifying Body.
 - c) The Ordering Party declares that in the case of certification applicable to existing production, the product subject to the certification process will continuously meet the product requirements.
 - d) The Ordering Party is obliged to implement all arrangements in order to:
 - conduct supervision and assessment,
 - provide documentation and records, access to equipment, locations, areas, personnel, and subcontractors,
 - investigate complaints,
 - allow participation of observers.
 - e) The Ordering Party is obliged to investigate complaints received by the Certifying Body within the scope of the issued Certificate.
 - f) The Ordering Party is obliged to inform the Certifying Body about:
 - negative results of inspections by specialized authorities,
 - undertaken corrections and corrective actions.
 - g) The Ordering Party has the right to refer to the certification only in relation to its scope.
 - h) The Ordering Party is not allowed to use the certification of its products in a way that could discredit the Certifying Body and is not allowed to make statements regarding the certification of its products in a way that the Certifying Body could consider misleading or unauthorized.
 - i) Upon suspension, revocation, or termination of certification, the Ordering Party is obliged to cease using all advertising activities containing reference to the certification and to take actions required by the certification program (e.g., return of certification documents) and any other steps that are required.
 - j) If the Ordering Party provides copies of certification documents to others, these documents should be copied in full or in the manner specified in the certification program.

- k) When referring to the certification of its products in communication media, such as: documents, brochures, or advertisements, the Ordering Party is obliged to comply with the requirements of the Certifying Body or to implement it in the manner specified in the certification program.
- l) The Ordering Party is obliged to maintain records of all complaints known to it that relate to compliance with certification requirements and to make these records available to the Certifying Body upon request.
- m) The Ordering Party consents to the sharing of process documentation content, in accordance with the scope of the Offer/Order/Agreement, for the purposes of assessments conducted by the Polish Centre for Accreditation (PCA) and the participation of PCA representatives (and trainee auditors) in supervision stages.
- n) The Ordering Party shall promptly inform the Certifying Body of any changes affecting the ability to meet certification requirements, including changes concerning, among others:
 - the legal, commercial, organizational status or ownership of the Ordering Party or the Manufacturer,
 - the organizational structure or management structure (e.g., key managerial personnel, decision-making technical personnel) of the Ordering Party or the Manufacturer,
 - in the product (product modification or changes in production method),
 - periodic interruption or permanent cessation of production of the Product and resumption of production of the Product or commencement of production of a new product not covered by the Certificate, if it may affect the production covered by the Certificate,
 - contact address or production site,
 - changes in the quality management system affecting the production process of the product submitted for the certification process.

Obligations of the Applicant – CARB/EPA Certification

1. The Ordering Party is obliged to cooperate with the Certifying Body in all areas of control related to formaldehyde emissions and determination of the quality control limit (QCL) for the Product and each production line, for the initial qualification of the Ordering Party's production plant, testing of the Product, and in particular meeting the requirements of TSCA and/or ATCM. Furthermore, the Ordering Party undertakes to test the Product in its own laboratory (for further comparison of results with the results of the Certifying Body's laboratory).
2. The Ordering Party is obliged to fulfil obligations arising from the quality control procedure specified in the regulations based on which the Certificate was issued, and to establish in writing the role and tasks of quality control in the production plant (including testing equipment and personnel).
3. The Ordering Party is obliged to store for at least two years written reports containing all data on production conditions for each batch of the Product, i.e., at least in the scope of production technological parameters and glue recipe, and to provide copies thereof to the Certifying Body during inspections.
4. The Ordering Party is obliged to have a written procedure specifying the method of handling a batch of produced Product that does not meet the requirements of the regulations based on which the Certificate was issued and to present it to the Certifying Body at each periodic inspection.
5. The Ordering Party is obliged to

- a) cease using the Certificate from the day following the submission of written termination of the Agreement by either Party (unless the Ordering Party submits to the inspection of the Certifying Body referred to in paragraph 6 below), loss of its validity, or the Certifying Body's decision to refuse to issue a certificate of validity of the Certificate.
 - b) not use any name or number or mark that could be confused with the Certificate or mislead the user after the termination/expiration of the Agreement.
- 6.** During the validity period of the Certificate and the Agreement, the Ordering Party is obliged to submit to the Certifying Body's inspection the production conditions of the Product in terms of formaldehyde emissions and their compliance with the regulations based on which the Certificate was issued. The inspection will be preceded by sending to the Ordering Party the program of the given inspection.
- 7.** The Certifying Body shall establish for quality control purposes the permissible limit value of formaldehyde emissions from certified Products (QCL), and a safety margin covering process and production deviations, to which the Ordering Party is obliged to adhere. In the event of producing a batch of Product exceeding the established QCL, the Ordering Party is obliged to immediately notify the Certifying Body in writing.
- 8.** The Certifying Body shall establish a correlation coefficient for tests between the methods used by the Ordering Party and chamber methods according to ASTM E1333-10 or ASTM D6007-14 (08).
- 9.** If the Certifying Body finds during an inspection an exceedance of permissible formaldehyde emission and content values in relation to TSCA and/or ATCM regulations, the Ordering Party shall notify its Clients of the need to introduce corrective actions. The Ordering Party shall undertake these actions within the timeframe indicated by the Certifying Body and shall enable the Certifying Body to conduct an additional inspection immediately after the expiry of the indicated period.
- 10.** Regardless of entitlements to the Certificate, the Ordering Party bears full responsibility for any damages caused to third parties because of producing the Product and introducing it to the market. The Ordering Party has no possibility to assert any regressive claims against the Certifying Body for producing a defective Product.

Rights of the Applicant

The Ordering Party has the right to:

- 1.** Refer to the held Certificate in accordance with its scope in documents, prospectuses, information materials, advertisements, and communication media related to its certified Product.
- 2.** Include the name of the entity it operates in the list of products and Clients holding Certificates, posted on the website or otherwise disseminated by the Certifying Body.
- 3.** Obtain, with appropriate advance notice, information on changes introduced by the Certifying Body, in particular resulting from documented requirements in relation to the Product concerned.
- 4.** Receive from the Certifying Body current information regarding criteria, procedures, and other important matters related to Product certification.
- 5.** Raise an objection to the composition of the assessment team proposed by the Certifying Body in the inspection program.
- 6.** Submit comments or reservations to documents received in connection with the Certifying Body's supervision during the Certificate's validity period and submit complaints and claims.

7. Present explanations before deciding on revocation or suspension of the Certificate or limitation of its scope, refusal to issue a certificate of validity of the Certificate.
8. Protection of ownership rights and non-disclosure of any information provided to the Certifying Body, except for cases provided by law.
9. Apply for:
 - extension of the Certificate's validity;
 - suspension of the Certificate in justified cases;
 - change of the Certificate's scope.
10. Appeal to the Top Management of PIT Certification against decisions regarding:
 - refusal to extend the Certificate's validity period, refusal to issue a certificate of validity of the Certificate;
 - limitation of the Certificate's scope;
 - revocation or suspension of the Certificate, if it considers such decision unjust.
11. Resign from the obtained Certificate provided that the Certifying Body is notified in writing, with observance of the applicable termination period specified in the Agreement.

Commercial Information

1. Information regarding services for which the seller is PIT Certification (hereinafter "Services") presented in catalogues, folders, brochures, etc., as well as posted on the PIT Certification website, are for advertising purposes only and do not constitute an offer within the meaning of the Civil Code provisions.
2. Any assurances, guarantees, promises, and changes to the Order, Agreement made orally by PIT Certification employees in connection with concluding the Agreement or submitting the Offer do not bind PIT Certification.

Payments

1. The Client is obliged to pay the remuneration/price within the timeframe resulting from the invoice issued by PIT Certification.
2. PIT Certification declares that its bank account indicated on the invoice is listed on the "whitelist of VAT taxpayers" available on the Ministry of Finance website.
3. PIT Certification sends invoices in electronic form, guaranteeing the authenticity of their origin and the integrity of their content in accordance with applicable legal provisions.
4. Pursuant to Article 106n of the Act of 11 March 2004 on tax on goods and services, hereinafter the "Act", the Client consents to the use, including sending and making available, by PIT Certification of electronic invoices. The Client agrees to the sending of electronic invoices in PDF format via email from the PIT Certification email address, i.e., efaktury@pitcertification.pl or another, provided that the Client is informed in writing of the change of this address. In the case of pro forma invoices, the sending address is the address of the Client's handler indicated by PIT Certification. The invoices will be sent to the Client's email address indicated in the Order/Agreement or another email address indicated by the Client in writing. The Client declares that this consent is effective from the date of concluding the Agreement.
5. The Client undertakes to promptly inform PIT Certification in writing/email about the change of the last provided email address for delivery of the invoices. The Client accepts that PIT Certification bears no responsibility for ineffective delivery of the invoice(s) resulting from failure to inform it about the change of the last provided email address for delivery.

- 6.** The Client accepts that this consent does not exclude PIT Certification's right to send invoices, corrective invoices, and invoice duplicates in paper form.
- 7.** PIT Certification and the Client are obliged to store copies of invoices in paper or electronic form until the expiry of the tax obligation limitation period.
- 8.** The payment term and form are agreed individually for each Client.
- 9.** Payment of the remuneration/price is made by bank transfer to the bank account indicated by PIT Certification on the invoice.
- 10.** The payment date is considered the date of crediting PIT Certification's bank account.
- 11.** Remuneration/prices provided by PIT Certification are net prices and will be increased by the due value added tax at the rate and in accordance with the requirements provided in applicable legal provisions.
- 12.** During the term of the signed, valid Order/Agreement, the remuneration/price may change quarterly (but only in case of increase) by the consumer goods and services price change index announced by the President of the Central Statistical Office. Each time, the remuneration/price is increased in each quarter by the growth index published for the previous quarter. The first change will occur in the calendar quarter following the conclusion of the Order/Agreement for the previous calendar quarter.
- 13.** Remuneration/prices provided by PIT Certification do not include any customs duties or other financial burdens imposed on the Products according to the law applicable to the Client's registered office.
- 14.** Failure to settle the due amount within the timeframe specified on the invoice authorizes PIT Certification to interrupt the performance of the service and suspend the execution of already accepted Orders/Agreements. PIT Certification may make the execution of a new Order/Agreement submitted by a Client who is in arrears with payments or pays invoices untimely conditional upon payment of an advance on the new Order/Agreement.
- 15.** In the event of delay in payment of the remuneration/price, PIT Certification may charge statutory interest in commercial transactions for delays, even if PIT Certification has not suffered any damage and even if the delay was a consequence of circumstances for which the Client is not responsible.
- 16.** Receipt of the subject of the Offer/Order/Agreement occurs through:
 - a) sending the Report/Test Report/Certificate (in case of positive assessment)/Final Document in the form accepted in the Offer/Order/Agreement;
 - b) signing the handover-acceptance protocol confirming proper execution and the date of performance of the subject of the Offer/Order/Agreement. In the event of failure to sign the protocol and failure to raise justified and motivated objections by the Client within 7 days from the date of performance of the subject of the Offer/Order/Agreement, the Contractor reserves the right to consider the handover-acceptance protocol as unilaterally signed. The handover-acceptance protocol constitutes the basis for issuing the invoice.

Liability and Force Majeure

- 1.** PIT Certification bears liability for non-performance or improper performance of the Order/Agreement and for other reasons on the principles specified in legal provisions, including the Polish Civil Code
 - a) to the full extent of the damage – in case of intentional fault,
 - b) up to the amount of the contractual remuneration due to PIT Certification – in case of unintentional fault.

2. PIT Certification bears no liability for any damages arising from improper selection of the Product/Subsystem, their improper use or usage not in accordance with the intended purpose, as well as any damages whose occurrence or extent was influenced by the condition and properties of the infrastructure within which the Products/Subsystems are to be operated, including in particular those elements thereof with which the Products/Subsystems are to be connected.
3. PIT Certification bears no liability for damages consisting in the loss by the other Party of benefits that it would have obtained if the damage had not been caused.
4. The Parties are liable on the principles specified in these GTCI in the event of damage arising from other titles.
5. The Client is responsible for the possibilities of application and effects of using the Products supplied by PIT Certification in specific construction solutions of the Client, even if PIT Certification was involved as an advisor or consultant in the preparation of the construction and the Client's final product.
6. PIT Certification bears no liability towards the Client for defects in the Product/Subsystem manufactured by the Client, even if such Product/Subsystem received a Certificate from PIT Certification.
7. PIT Certification and the Client bear no liability for damages resulting from non-performance or improper performance of the Order/Agreement, if such non-performance or improper performance is a consequence of circumstances that the Parties could neither foresee nor prevent with due diligence (hereinafter: "Force Majeure"). Force Majeure events include in wars, revolutions, fires, floods, epidemics, transport embargoes, declared general strikes in relevant industry sectors.
8. PIT Certification may invoke Force Majeure if it notifies the Client of the occurred event, simultaneously indicating to what extent Force Majeure prevents the performance or proper performance of contractual obligations.
9. In the event of the possibility of limiting the performance of the subject of the Order/Agreement due to the occurrence of Force Majeure circumstances, the Parties shall notify each other in writing and undertake discussions to determine mutual actions aimed at performing the subject of the Order/Agreement.

Personal Data Processing Principles

1. PIT Certification is the personal data controller (within the meaning of "GDPR") of persons representing the Client and persons responsible for the execution of the Agreement on the Client's side. Personal data of persons referred to in the first sentence will be processed by PIT Certification based on Article 6(1)(c) and (f) GDPR only for the purpose and to the extent related to the execution of the Order/Agreement - in the case of a Client who is not a natural person. In the case of a Client who is a natural person, personal data of persons referred to in the first sentence will be processed by PIT Certification based on Article 6(1)(b) and (f) GDPR only for the purpose and to the extent related to the execution of the Order/Agreement.
2. The Client undertakes on behalf of PIT Certification to fulfil the information obligation towards the persons indicated in paragraph 1 above.
3. PIT Certification's information clause is available on the website at: <https://pitcertification.pl/ochrona-danych-osobowych/klauzula-umowy/>

Intellectual Property Rights

1. In the event of creation as a result of execution of the Order/Agreement of a work within the meaning of the Act of 4 February 1994 on copyright and related rights, PIT Certification will sign a separate agreement with the Client, which will define in particular the fields of exploitation and the value of rights to the created works, unless the provisions of the Order/Agreement provide otherwise.
2. Intellectual property rights to know-how (including all solutions, methods, and methodologies used by PIT Certification in the performance of the Order/Agreement) always remain the property of PIT Certification, and the Client does not acquire any rights to PIT Certification's know-how under the Order/Agreement.

Confidentiality Principle

1. PIT Certification and the Client undertake to keep confidential all information directly or indirectly concerning the other Party's enterprise that they come into possession of in connection with the execution of the Order/Agreement, in particular:
 - a) keeping secret information constituting a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on combating unfair competition.
 - b) not copying, not reproducing, or in any way not disseminating information received from the other Party, except for cases specified in the Order/Agreement, or when it is necessary for the execution of the subject of the Order/Agreement or protection of legitimate interests of PIT Certification or the Client;
 - c) complying with applicable provisions on personal data protection.
2. PIT Certification and the Client are responsible for maintaining confidentiality by all persons they use in the performance of the subject of the Order/Agreement.
3. PIT Certification and the Client are released from the obligation to maintain secrecy and confidentiality if the information subject to such obligation:
 - a) on the date of their disclosure was publicly known without the Parties' fault contributing to their disclosure;
 - b) must be disclosed in accordance with legal provisions or decisions of courts or authorized state authorities
 - c) must be disclosed for the purpose of executing the subject of the Order/Agreement or protecting legitimate interests of PIT Certification or the Client.

Reference Provisions

1. After concluding the Order/Agreement, PIT Certification has the right to inform third parties about the fact of concluding the Order/Agreement and its subject, which does not constitute confidential information.
2. After performing the subject of the Order/Agreement, PIT Certification may undertake promotional activities in the scope of the subject of the Order/Agreement with consent, through:
 - a) the possibility of using by PIT Certification the logo and information about the undertaken cooperation for informational-promotional purposes;
 - b) issuing named reference letters for PIT Certification;
 - c) placing an authorized description in the press or other publications;
 - d) other forms of cooperation.

Final Provisions

- 1.** PIT Certification will exercise due diligence in the execution of the Agreement/Order in accordance with its best knowledge and experience.
- 2.** The law applicable to these GTCI is Polish law. The application to Agreements and Orders covered by the GTCI of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.
- 3.** For Offers/Orders/Agreements prepared in a language other than Polish, in the event of discrepancies between both language versions, the Polish version shall be decisive.
- 4.** Any disputes that may arise during the performance of the Agreement/Order will be resolved primarily through agreement of the Parties, and ultimately by the court competent for resolving disputes arising from the application of these GTCI for the registered office of PIT Certification.
- 5.** The invalidity or ineffectiveness of some provisions of these GTCI does not affect the validity or effectiveness of the remaining provisions.
- 6.** The Client is obliged to be familiar with the provisions on reporting tax schemes, in particular Articles 86a-86o of the Act of 29 August 1997 Tax Ordinance.
- 7.** In matters not regulated in the GTCI, generally applicable provisions of Polish law shall apply, including, among others, the provisions of:
 - a) Polish Act of 4 February 1994 on copyright and related rights
 - b) Polish Act of 30 June 2000 Industrial Property Law
 - c) Polish Act of 23 April 1964 Civil Code
 - d) GDPR
 - e) Polish Act of 10 May 2018 on personal data protection
 - f) Polish Act of 16 April 1993 on combating unfair competition
- 8.** PIT Certification Sp. z o.o. declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (consolidated text: Journal of Laws 2023, item 1790, as amended).