

SUPERVISION ACTIVITY REGULATIONS

November
2020



GDAŃSK

Supervision Activity Regulations – November 2020 were approved by the PRS S.A. Management Board on 27 October 2020 and enter into force on 1 November 2020.

From the time of entry into force of *Supervision Activity Regulations – November 2020*, *General Survey Regulations – August 2019* will cease to be valid.

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1 GENERAL PROVISIONS

1.1 Application

1.1.1 The *Supervision Activity Regulations* (hereinafter referred to as *Regulations*) apply to the activities of Polski Rejestr Statków Joint Stock Company seated in Gdańsk (hereinafter referred to as PRS), in the field of shipbuilding and industry.

1.1.2 PRS activity in the above fields covers mainly:

- .1 conducting technical supervision of floating units and objects;
- .2 conducting technical supervision of materials and products under production, including products certification;
- .3 certification of shipping management systems;
- .4 conducting expertise supervision, including industrial supervision;
- .5 conducting trainings;
- .6 conducting research and development work.

1.1.3 PRS carries out supervision activity in the Republic of Poland and abroad. The activity is objective and independent.

1.1.4 The present *Regulations* specify the scope and ways of conducting PRS supervision activities, the way of using *Rules*, the procedure for the approval of technical documentation, the procedure and forms of supervision performance and kind of the documents issued.

1.1.5 PRS provides certification of management systems (in non-shipping fields) and products certification on conditions specified in *Certification Regulations* developed and published by PRS.

1.2 Definitions

Certification of management system – assessment of management system conformity with respective standards or other reference documents.

Classification documentation – technical documentation specified in the *Rules for Classification and Construction*, providing data which enable to ascertain conformity of the design with the relevant requirements, submitted to PRS for consideration and approval or for information.

Classification supervision – technical supervision of a floating unit or a refrigerating plant under construction or in service, within the scope specified by the relevant *Rules for the Classification and Construction*.

Contract – a written agreement between PRS and Client or a written request addressed to PRS for execution of particular service.

Conventions – international conventions, codes and agreements associated with navigation safety and environment pollution prevention.

Floating object – an object constructed or adapted to float not covered by the *Rules* requirements .

Floating unit – an object constructed or adapted to float covered by the *Rules* requirements. This definition covers sea-going ships, inland waterway vessels, high speed crafts, naval ships, motor boats, sea-going yachts, mobile offshore drilling units, floating docks, submersibles and any other floating unit, for which PRS has developed rules for the classification and construction.

Floating unit under construction – a floating unit from the date of the assignment of PRS' register number till the date of issue of relevant PRS documents.

Floating unit in service – a floating unit from the date of the issue of PRS class documents till the date of its withdrawal from a relevant *Register*.

Major conversion of floating unit – modification of a floating unit which results in the change of the unit's main dimensions and/or elements of structure and equipment having effect on the kind and/or designation of the unit, and/or on permitted number of passengers.

Products certification – assessment of products conformity with the requirements specified in a relevant Directive of European Community, standards or regulations.

Reconstruction of floating unit – reconstruction of a floating unit structure increasing significantly its service-life.

Register – a list of PRS-classed floating units, including information on the Owner, symbol of class, dimension particulars, general technical data and survey status. Separate *Registers* are maintained for particular groups of floating units.

Rules – sets of PRS technical and supervision requirements for different floating units, their installations, equipment or appliances covered by PRS technical supervision, and sets of such requirements for other objects covered with PRS technical supervision, developed and issued by PRS. Integral part of the *Rules* are Publications referred to therein. Requirements of Publications marked with letter P are mandatory while Publications marked with letter I are informative Publications.

Expertise supervision – technical supervision other than classification or statutory supervision, carried out at the request of an institution or a person, within the scope specified by the Client.

Standards – international, European and national standards.

Statutory equipment – technical equipment, fixed or movable required by *Conventions* or by the provisions of Flag State Administrations.

Statutory documentation – technical documentation, submitted to PRS for consideration and approval or for information, containing data which enable to ascertain conformity of the design with the requirements of the relevant *Conventions*, Flag State requirements and applicable *Statutory Rules for Sea-going Ships*.

Statutory supervision – technical supervision carried out under the authority of Flag State Administration, within the scope specified by the relevant conventions, regulations of the Administration and applicable PRS *Statutory Rules for Sea-going Ships*.

Supervision documentation – technical documentation constituting the basis for supervision.

Technical documentation – a set of documents (drawings, calculations, specifications, programs, etc.) submitted to PRS for consideration.

Technical supervision – a set of activities aimed at ascertaining that the supervised object conforms to the specified technical requirements.

Workshop documentation – technical documentation for the needs of workshop and supervision prepared on the basis of the approved classification or statutory documentation, agreed with PRS' surveyor supervising the construction or manufacturing.

1.3 General Regulations

1.3.1 The basis for supervision activities undertaken by PRS is a contract with an investor, producer, manufacturer, designer, supplier, owner or user of the supervised object or its insurer. Supervision activities may also be undertaken as a result of PRS control inspections.

1.3.2 PRS supervision activity is performed as the system of initial, periodical and occasional surveys and audits. It is assumed that in the periods between surveys and audits the supervised object is maintained in condition conforming to applicable requirements.

1.3.3 PRS supervision activity is performed by properly qualified and competent technical personnel. When carrying out the activity, PRS and its personnel respect the provisions of the Code of Ethics being the part of PRS internal quality management system.

1.3.4 PRS supervision activity is based on the assumption that parties associated with the supervised object: investors, designers, manufacturers, contractors, suppliers, owners and operators duly fulfill their obligations.

The supervision activities carried out by PRS and the issue of documents do not absolve investors, designers, builders, manufacturers, suppliers, owners and operators or other parties from their obligation and responsibilities for non-performance, or improper execution, of undertaken obligations.

1.3.5 When conducting supervision activities, PRS acts independently and objectively and cannot be considered as the Client representative. An exception to this rule is the case when representing the Client constitutes the subject of the request – e.g. supervision performed on behalf of the owner or the investor. PRS – issued document (certificate, provisional certificate, test certificate, conformity certificate, statement, report or any other confirmation) constitute only a statement of conformity with the requirements provided by *Rules* or other documents adopted by PRS and the Client as the basis of PRS' supervision activity and do not substitute certificates, statements, warranties and other documents issued by manufacturers.

1.3.6 PRS conducts supervision activity with due care and in accordance with the principles of good practice, taking into account current level of knowledge.

As a rule, neither PRS nor its employees shall bear any civil liability for any damage which may arise in consequence or as the outcome of conducting these activities, or the result of information or advice given to the Client by PRS. It applies, in particular, to responsibility for indirect losses (loss of prospective profits, loss of contract, inability to undertake activities, etc.) sustained by the Client and associated with the executing of an order by PRS.

Nevertheless, should the Client prove that such damage was due to negligence on the part of PRS or its Surveyors, PRS will pay compensation to the Client up to the amount due for activity, information or advice forming the basis of the Client's claim.

1.3.7 Moreover, if liability arising out of any incident is finally and definitely imposed on the Flag State Administration by a court of law or as part of the settlement of a dispute through arbitration procedures, together with a requirement to compensate the injured parties for loss or damage to property or personal injury or death, which is proved in that court of law to have been caused by a willful act or omission or gross negligence of the PRS, bodies, employees, agents or others who act on behalf of the PRS, the Administration shall be entitled to financial compensation from the PRS to the extent that the said loss, damage, injury or death is, as decided by that court, caused by the PRS and to the amount set in the Agreement concluded between the Administration and PRS.

1.3.8 Payment for PRS' activities is specified in the survey contract made with the Client or in current PRS' Fee Tariff.

In the case of non-settlement of accounts within the period stated in the contract or ensuing from the law regulations, PRS will add interests and may stop carrying out supervision or withhold the issue of documents, which constitute the result of the services provided.

1.4 Basis for Supervision Activity

1.4.1 PRS acts on the basis of the law on Polski Rejestr Statków of 26 October 2000, as amended, enacted by the Parliament of the Republic of Poland, according to the principles defined in *PRS Statute*, the present *Supervision Activity Regulations* and *Rules*.

1.4.2 PRS operates basing on the internal quality management system certified by independent, duly authorized institutions.

1.4.3 PRS is a classification society recognized by the Commission of the European Communities.

1.4.4 PRS is a body notified by the Commission of the European Communities for certification of products for conformity with relevant directives of European Communities.

1.4.5 PRS is authorized by Flag State Administrations to perform, on their behalf inspection activities concerning floating units and Company's offices.

1.4.6 PRS is also authorized by other governmental bodies to carry out supervision on their behalf.

1.4.7 Within the meaning of the Polish law, PRS is the Polish classification institution.

1.4.8 Disputes between PRS and its Clients are considered in accordance with rules presented in Appendix No. 1.

1.5 Kind of Supervision Activities

1.5.1 Classification Activity

Classification activity consists in the development and issue of relevant *Rules for the Classification and Construction*. The *Rules*, taking into account the applicable provisions of *Conventions*, regulations or standards, as well as research and development work results, specify technical requirements for floating units in scope of technical safety and environment protection.

Requirements of the *Rules for the Classification and Construction* are enforced by means of classification supervision of floating units both newbuilding and in service.

PRS conducts also classification supervision of refrigerating plants under construction and in service.

Classification Regulations, which constitute the first part of the *Rules for the Classification and Construction*, determine the scope and system of surveys of a floating unit, carried out by PRS' Surveyors in order to ascertain its technical condition compliance with the *Rules* requirements.

Materials and products for which particular parts of the *Rules for the Classification and Construction* determine technical requirements shall be manufactured according to the requirements specified in the *Rules* unless they are granted appropriate EC conformity certificate.

PRS assigns class to the surveyed floating unit by issuing appropriate classification documents and entering it to an appropriate *Register*.

1.5.2 Statutory Activity

Statutory activity consists in PRS' participation in implementing the provisions of *Conventions* and other similar international agreements, regulations or standards, as well as of the requirements of Flag State Administrations not covered by the *Rules for the Classification and Construction*. The requirements may be formulated in the *Statutory Rules for Sea-going Ships* developed and issued by PRS.

PRS conducts statutory supervision of floating units and their equipment as well as of Company's offices, in a way and scope specified in authorizations granted by Flag State Administrations.

Materials, products and appliances for which *Conventions*, European Community directives, Flag State requirements and *Statutory Rules for Sea-going Ships* determine technical requirements, shall be manufactured to the provisions of these documents unless they are granted appropriate EC conformity certificate.

PRS issues documents required by the applicable *Conventions* or Flag State Administrations provisions within the scope of authorizations granted.

1.5.3 Certification Activity in Shipping and Shipbuilding

Certification of management systems of floating units and Company's offices for conformity with the requirements of relevant Codes is carried out by PRS within the scope of its statutory activity.

Products certification aimed at confirmation that the product considered fulfils the requirements of relevant EC Directive and/or applicable standards is conducted by PRS within the scope of supervision of materials and products under production or in scope of construction supervision.

1.5.4 Expertise Activity

Expertise activity consists in conducting supervision, including expertise appraisal or consulting services other than those mentioned in 1.5.1, 1.5.2 and 1.5.3 as well as research and development work and trainings within the scope specified by Clients in contracts concluded with PRS.

In this case the Client may use the documentation, referred to in the contract, standards or descriptive requirements as well as the PRS' published requirements relating to the subject of request.

As a result of the expertise activity, PRS issues the documents appropriate to the subject of the request and the contract requirements.

1.6 Forms of Activity

1.6.1 PRS develops and issues the *Rules for the Classification and Construction* for different kinds of floating units and, if necessary, appropriate *Statutory Rules for Sea-going Ships*.

1.6.2 Within the scope of technical supervision, PRS considers technical documentation related to the supervised object for compliance of the solutions applied with the requirements of applicable *Rules* and other sets of requirements.

1.6.3 PRS performs direct technical supervision by conducting surveys, inspections and audits.

1.6.4 PRS performs indirect technical supervision through product or material type approval, production technology approval, recognition of manufacturers and repair shops, testing stations, laboratories and measuring stations, as well as through qualification verification of persons engaged in activities associated with the subject of PRS survey, such as welders, where qualifications are essential for work quality.

1.6.5 PRS performs technical supervision also through carrying out products certification.

1.6.6 As a result of technical supervision or expertise activities, PRS issues documents provided by appropriate *Rules* and other sets of requirements, or those specified in the contract.

1.6.7 Within the scope of classification activity, on the basis of mutual representation agreements concluded with other classification societies, PRS may request from other classification societies performance of particular supervision activities on behalf of PRS or carry out supervision activities on behalf of these institutions at their request.

1.6.8 PRS maintains and issues appropriate *Registers* containing principal technical and classification data of floating units classed by PRS.

1.7 Cooperation with Clients

1.7.1 After concluding a contract with a Client, PRS starts providing services requested. The Client may forward his request or order to relevant PRS field unit or PRS Head Office.

The request or order shall contain at least the following applicable information:

- .1 explicit definition and characteristics of the subject of the order,
- .2 Client's name,
- .3 name of request contractor or request subject user,
- .4 specification of technical requirements (or sets of requirements) the subject shall comply with,
- .5 date and procedure for submitting the technical documentation relating to the subject for consideration,
- .6 date and place of the order execution,
- .7 name of documents to be issued as a result of the order execution,
- .8 Client's undertaking of payment for the service provided.

1.7.2 The conclusion of a service contract obligates the Client and other interested parties (investors, designers, manufacturers, contractors, suppliers, owners, users) to apply and observe the valid *Rules* and other applicable sets of requirements as well as any additional PRS requirements to the extent and to a degree binding for each party concerned, and to follow recommendations issued by PRS during the contract execution.

1.7.3 Introduction by the Client and other interested parties (investors, designers, manufacturers, contractors, suppliers, owners, users) of any changes relating to materials, construction and equipment of the request subject covered by the *Rules* requirements and other applicable sets of requirements is to be agreed with PRS prior to execution.

1.7.4 The Client and other interested parties (investors, design offices, manufacturers, contractors, suppliers, owners, users) may apply, in all matters concerning PRS surveyors'/auditors' activity, to the appropriate PRS organizational units as well as appeal against their decision. The decision of PRS Head Office in matters concerning PRS surveyors'/auditors' activity is definitive.

1.7.5 PRS may stop providing services requested, should the Client and/or another interested party (investor, designer, manufacturer, contractor, supplier, owner, user) regularly violate provisions of the *Rules* or the contract concluded with PRS.

1.7.6 Technical documentation and other information submitted for consideration in connection with PRS-performed activity, as well as documents and reports issued by PRS in connection with supervision activities undertaken, will not be made available to third parties without the written permission of the Client or the documentation owner. The exception to the above principle is permissible by legal force only.

1.7.7 The general terms and conditions of cooperation between PRS with the client during the performance of the contract are given in the "Terms and Conditions of Cooperation" constituting Annex No. 1 to these Regulations

2 RULES

2.1 Structure and Publishing of the Rules

2.1.1 PRS develops and issues separate *Rules for the Classification and Construction* for the following floating units:

- sea-going ships,
- small sea-going ships,
- inland waterway vessels,
- naval ships,
- motor boats,
- sea-going yachts,
- mobile offshore drilling units,
- floating docks,
- submersibles.

All of the above-mentioned *Rules* usually consist of separate parts relating to:

- classification regulations,
- hull and its equipment,
- stability and subdivision,
- fire protection,
- machinery installations and refrigerating plants,
- engines, machinery, boilers and pressure vessels,
- electrical installations and control systems,
- materials and welding.

2.1.2 In addition, PRS develops and issues *Statutory Rules for Sea-going Ships* containing requirements and /or guidelines relating to:

- survey regulations,
- life-saving appliances and means,
- signal means,
- radio installations,
- navigational equipment,
- lifting appliances,
- fishing gear,
- fire-fighting equipment,
- environment protection,
- tonnage measurement of ships.

2.1.3 PRS also develops and issues technical requirements for other objects in the form of *Rules*.

2.1.4 Technical requirements of the *Rules* are formulated on the assumption that every floating unit, land-based object or other supervised object covered by the *Rules*, including its machinery and equipment, is operated in accordance with the principles of good practice and is maintained in a proper technical condition. As regards the floating units, the above applies, in particular, to the securing of cargo, distribution of stores and ballast, as well as to the principles of navigation in heavy weather conditions. For industrial objects, this applies to the principles of operation in heavy service and weather conditions.

2.1.5 The technical requirements contained in the *Rules* are formulated with due regard paid to the current level of knowledge and constitute the minimum requirements which ensure, in PRS opinion, the acceptable standard of safety.

PRS presents newly developed and updated *Rules* as well as amendments thereto for review to the users and PRS Technical Committee.

2.1.6 The *Rules for the Classification and Construction* take into account the provisions of applicable *Conventions* related to the ship's structure and equipment, to the extent PRS considers necessary for the assignment of class.

2.1.7 The *Rules* are updated through the issue of amendments thereto or through the issue of new editions.

2.1.8 The *Rules* are published as a rule in the Polish and English language. In doubtful cases, the Polish version is authoritative.

2.1.9 The list of valid *Rules* is available on PRS website (www.prs.pl).

2.2 Interpretation and Application of the Rules

2.2.1 Interpretation of the *Rules* rests solely with PRS.

2.2.2 Unless provided otherwise, new editions of the *Rules* and amendments to the *Rules* enter into force six months after the date of their publication.

2.2.3 As regards the supervised object under construction or manufacture, the applicable *Rules* are those being in force on the date of its documentation approval.

An exception to the rule concerns such mandatory requirements, which have been introduced or amended in *Conventions* or by the Flag State Administration within the supervision period. As regards the supervised object in service, the applicable technical requirements are contained in the *Rules*, under which the object was built unless provided otherwise in the subsequent editions of the *Rules* or amendments thereto.

2.2.4 A major conversion and/or reconstruction of the supervised object in service is to be carried out according to the requirements of the *Rules* currently in force.

2.3 Departures from the Rules

2.3.1 The application of structural solutions or materials other than those provided by the *Rules* will be permitted only when PRS considers them equivalent to the solutions or materials specified by the *Rules*.

2.3.2 In justified cases, PRS may, at the request of the designer, owner or manufacturer, depart from the specified requirement of the *Rules* if it does not impair the safety standard of the supervised object.

As regards *Conventions* and Flag State Administrations requirements, departures from the requirements may only be allowed in cases specified in the given *Convention* or defined by the Administration.

2.3.3 If the structure of the supervised object or its components or the applied materials can not be considered sufficiently proved in service, PRS may require that special tests should be conducted during construction or the frequency or scope of surveys in service may be increased.

If deemed necessary by PRS, the appropriate operational restriction may be entered in the issued documents.

2.3.4 Floating units which boast novel features of buoyancy, hull structure, design and type of propulsion and equipment may be classed on the basis of current *Rules* insofar as PRS considers it proper and justified.

3 TECHNICAL DOCUMENTATION

3.1 Scope of the Documentation

3.1.1 Prior to the commencement of construction, reconstruction or major conversion of a floating unit or another object, as well as prior to the manufacture of products or materials to be supervised by PRS, technical documentation specified in the appropriate *Rules* and other applicable sets of requirements is to be submitted to PRS for consideration.

3.1.2 Technical documentation shall be submitted for consideration in triplicate.

3.1.3 Standards may form part or the whole of technical documentation which constitutes the basis for PRS' technical supervision.

3.1.4 Technical documentation, submitted to PRS for consideration is to be so prepared and contain such data that on this base it should be possible to determine whether subject of supervision presented in the documentation complies with the provisions of the *Rules* and other applicable sets of requirements currently in force.

3.1.5 PRS may require that the scope of documentation be increased, should this be necessary for the proper assessment of conformity with the *Rules* requirements and other applicable sets of requirements.

3.1.6 In the case of a supervised object featuring special or novel design the scope of technical documentation submitted for consideration shall be each time agreed with PRS.

3.1.7 The documentation presented to PRS shall contain calculations confirming compliance with the *Rules* requirements and other applicable sets of requirements or at least all data necessary to perform calculations according to the *Rules*. Where calculations are submitted, it is required that they should be performed according to the *Rules* or with the use of methods agreed with PRS.

The results of calculations made with the use of PRS-approved programs may be accepted without verification in each particular case.

3.2 Approval of the Documentation

3.2.1 The documentation is approved by the PRS Head Office after consideration for compliance with the provisions of appropriate *Rules* and other applicable sets of requirements.

3.2.2 Technical documentation submitted to PRS Head Office for consideration which is not subject to approval is noted by PRS. PRS reserves the right to submit comments to such documentation.

3.2.3 Workshop documentation, as specified in the relevant *Rules*, is agreed with the contractor by PRS' field unit conducting the supervision.

3.2.4 When taking-up a series-production of floating units, materials and products, where the defining of their essential features on the basis of technical documentation is impossible or unreliable, PRS approves the documentation with a clause – "for a prototype only".

This obliges the manufacturer to test the prototype under PRS supervision, introduce modifications in the documentation, if any, and to resubmit the documentation for approval. The so prepared documentation is approved by PRS for a series-production.

3.2.5 The status of technical documentation – Approved, Noted or Agreed is confirmed with signatures and appropriate PRS stamp. The status given by PRS does not concern information, structural solutions and other elements that are shown in the documentation, but which are not covered by the *Rules*. Changes introduced into the already approved, noted or agreed by PRS documentation, which relate to the elements and structures covered by the *Rules* requirements, are to be each time approved, noted or agreed by PRS.

3.2.6 PRS' approval of technical documentation is valid for a period of six years. If the interval between the approval of the documentation and the commencement of construction or manufacture exceeds three years, the documentation shall be updated, taking into consideration changes introduced into the *Rules* in this period and shall be resubmitted for approval. In justified cases, PRS may, at the documentation owner's written request, extend the term of documentation approval validity.

4 TECHNICAL SUPERVISION

4.1 General Provisions

4.1.1 The aim of PRS' technical supervision is to ensure compliance of the supervised object with the relevant *Rules* requirements and other applicable sets of requirements, as well as with the approved and/or noted or agreed technical documentation and/or the requirements specified in the contract.

4.1.2 The basic form of technical supervision is random checking, with the exception of cases for which other procedures have been established.

PRS' supervision activities may include examinations, non-destructive tests, laboratory tests, operational tests, etc. The choice of the appropriate supervision activities is made solely by PRS according to the best of its knowledge and experience.

4.1.3 When determining the form of technical supervision and supervision activities, PRS takes into account manufacturer's quality management systems, confirmed by relevant certificates.

4.1.4 PRS' technical supervision, irrespective of its form, is not a substitute for manufacturer's quality control services and technical services of supervised object users.

4.1.5 The Client requesting supervision is obliged to ensure PRS' employees such conditions which will enable them proper and safe execution of supervision activities. In particular, easy access to all places where work connected with the supervised object is carried out, is to be ensured irrespective of whether such places are under Client's or its sub-contractors' control.

The access referred to above is also to be provided for external auditors who control the PRS activities. The Client will be advised by PRS, well in advance, of each case of common inspection by PRS' surveyor and an external auditor.

4.1.6 As regards classification of floating units performed on the basis of agreements on mutual representation signed with other classification societies, PRS carries out surveys on their behalf or delegates to such societies authorization to conduct surveys within the scope provided by these agreements.

4.2 Classification Supervision of Floating Units and Refrigerating Plants under Construction, Conversion and Reconstruction

4.2.1 The supervision is undertaken by PRS upon a contract and is conducted according to the appropriate *Rules* as well as the approved and/or noted and agreed classification documentation.

4.2.2 A detailed scope of supervision activities is determined by the relevant PRS field unit carrying out the supervision, depending on the circumstances and current *Rules* and instructions.

The basic range of supervision, performed by PRS field unit covers:

- .1 agreeing of workshop documentation,
- .2 checking the materials used,
- .3 inspection of structure or its part, including the production technology,
- .4 inspection of the applied equipment, installations and mechanisms, including their installation,
- .5 strength and tightness tests,
- .6 operational tests.

4.2.3 On satisfactory completion of the supervision, PRS issues appropriate classification documents.

4.3 Classification Supervision of Floating Units and Refrigerating Plants in Service

4.3.1 The supervision is undertaken by PRS upon a contract and is conducted according to the appropriate *Rules*.

4.3.2 Classification supervision conditions are specified in *Part I – Classification Regulations* of the respective *Rules for the Classification and Construction*.

4.3.3 On satisfactory completion of survey of a floating unit or a classed refrigerating plant, PRS issues or confirms appropriate classification documents.

4.4 Statutory Supervision

4.4.1 The supervision is undertaken by PRS upon a contract and is based on the appropriate requirements of the *Statutory Rules for Sea-going Ships, Conventions* and additional requirements of Flag State Administration.

4.4.2 In the case of floating units under construction, reconstruction or conversion statutory supervision is also based on the statutory documentation approved by PRS.

4.4.3 PRS carries out statutory supervision of floating units and their equipment and of shipowners' offices on behalf of Flag State Administrations who granted appropriate authorization to PRS. The scope and method of supervision results from the authorization granted.

4.4.4 Current list of authorizations received by PRS is available on PRS website (www.prs.pl).

4.4.5 The frequency and scope of periodical surveys are determined by PRS in accordance with the requirements of the relevant *Statutory Rules for Sea-going Ships, Conventions* and other applicable *Rules*, taking into account the Flag State Administration requirements.

4.4.6 Exemptions and departures from statutory requirements may be granted by Flag State Administration only. PRS does not apply to Flag State Administration for exemption/departure whether in own capacity or on behalf of a Client.

4.4.7 Upon satisfactory completion of the supervision, PRS issues or confirms appropriate statutory documents.

4.5 Technical Supervision of Floating Objects i.e. Objects not Covered by the Rules

4.5.1 PRS may undertake technical supervision of floating objects under construction or in service.

4.5.2 At owner's request PRS may conduct owner's technical supervision of the floating object under construction, conversion, reconstruction or repair, within the scope specified in the contract.

4.5.3 The supervision is undertaken based on a contract. The request or order, in addition to the information referred to in 1.7.1 shall include:

- information on technical requirements specified for floating object (including the possibility of applying selected *Rules* or parts thereof),
- competences of Client, designer and the body which orders the floating object, pertaining to the supervision scope,
- procedure for transfer of technical documentation to PRS which is to be the base for supervision together with the mode of introducing changes,

4.5.4 PRS may require that changes should be introduced both in the submitted documentation and in the floating object itself if considers it necessary for reasons of safety.

4.5.5 As a result of the supervision completion PRS issues appropriate documents as agreed with the Client.

4.6 Technical Supervision of Materials and Products under Production

4.6.1 General Provisions

4.6.1.1 Materials and products referred to in particular parts of relevant *Rules* are subject to PRS supervision.

4.6.1.2 Materials and products not covered by the *Rules* but being part of the PRS-supervised object shall hold the manufacturer's certificate. In justified cases, PRS may require that these materials and products should also be manufactured under PRS supervision.

4.6.1.3 PRS undertakes supervision based on a contract and conducts it according to the *Rules* or other sets of requirements relevant to the supervised object.

4.6.1.4 Supervision of materials and products is conducted in the form of direct or indirect supervision or certification.

4.6.1.5 PRS may also supervise materials and products according to provisions of contract concluded with the Client.

4.6.1.6 After satisfactory completion of supervision, PRS issues appropriate documents agreed with the Client.

4.6.2 Direct Supervision

4.6.2.1 Direct supervision is technical supervision carried out directly by PRS surveyors.

4.6.2.2 The scope of examinations, measurements and tests, performed during supervision, is determined by the relevant PRS field unit conducting the supervision, on the basis of *Rules* or other sets of requirements and obligatory instructions, depending on the supervised object, the conditions of manufacture and supervision.

4.6.2.3 As a result of supervision, PRS issues appropriate document.

4.6.3 Indirect Supervision

4.6.3.1 Indirect supervision is a technical supervision during which inspections (including issue of documents) are carried out by the manufacturer's technical services.

4.6.3.2 PRS may apply indirect supervision to series-production of materials and products covered by the *Rules* requirements.

4.6.3.3 The condition for the manufacture of a product under indirect supervision is ensuring by the manufacturer a good and uniform standard of series-production quality and obtaining PRS *Type Approval Certificate* for the product.

4.6.3.4 The condition for the manufacture of material under indirect supervision is ensuring by the manufacturer a good and uniform standard of production quality and obtaining PRS approval for the production technology.

4.6.3.5 Current list of PRS-approved material and product types is available on PRS website (www.prs.pl).

4.6.3.6 Documents for materials and products manufactured under indirect supervision are issued by the manufacturer.

4.6.4 Products Certification

4.6.4.1 PRS conducts products certification as a notified body by verifying conformity with European Community Directives.

4.7 Recognition of Testing Stations, Laboratories, Measuring Stations, other Service Suppliers, Repair and Maintenance Workshops, Workshops Engaged in Special Manufacturing Processes and Recognition of Personnel

4.7.1 Recognition procedure is undertaken by PRS based on a contract and conducted according to the *Rules* and other sets of requirements relevant for the subject of supervision.

4.7.2 PRS may recognize testing stations, laboratories and measuring stations as competent for carrying out specified tests and examinations the results of which are utilized by PRS for supervision purposes.

4.7.3 PRS may recognize service suppliers, repair and maintenance workshops as competent for carrying out specified activities for the purpose of maintaining objects supervised by PRS in a proper technical condition.

4.7.4 PRS may recognize workshops as competent to apply special manufacturing processes.

4.7.5 PRS may recognize personnel as competent for carrying out specified activities or examinations for the purpose of PRS' supervision.

4.7.6 As a result of approval procedure, PRS issues appropriate documents.

4.7.7 Current lists of PRS recognized testing stations, laboratories, measuring stations, other service suppliers, repair and maintenance workshops, as well as workshops engaged in special manufacturing processes and of recognized personnel are available on PRS website (www.prs.pl).

4.8 Industrial Supervision

4.8.1 PRS provides industrial supervision for:

- general engineering and industrial building,
- motorways, roads and bridges,
- gas, crude oil and oil products transfer objects,
- steel structures,
- marine and land based hydrotechnics structures,
- sanitary and environmental protection engineering objects.

4.8.2 Industrial supervision may be of the complex or partial nature. Such supervision is carried out on the basis of authorizations granted to PRS and at Client' request .

4.8.3 In addition to information mentioned in 1.7.1 the request or order, shall contain:

- a list of technical requirements imposed on the object to be supervised (including the possibility of applying relevant *Rules*),
- the principles of cooperation (responsibility and authority) between the contractor, designer and Client with regard to supervision,
- the procedure for submitting, to PRS, technical documentation which constitutes the basis for supervision, including procedure for introducing modifications,
- information on documents to be issued by PRS as a result of supervision.

4.8.4 Documentation which constitutes the basis for survey is subject to verification by PRS, at least for its completeness.

Where deemed necessary for the reason of safety, PRS may recommend that modifications should be made both in the documentation and the supervised object.

4.8.5 As a result of supervision completion with positive result, PRS issues or endorses documents agreed with the Client.

5 DOCUMENTS

5.1 General Provisions

5.1.1 As a result of the technical supervision carried out, PRS issues or endorses appropriate documents.

5.1.2 PRS' documents are issued on the basis of the assessment of technical condition of the supervised object or conformity assessment.

5.1.3 Each document issued by PRS is stamped and signed by an authorized person and usually specifies validity date and conditions.

5.1.4 PRS may, for its own supervision needs, accept, wholly or in part, the documents issued by other classification institutions, as well as technical supervision bodies.

5.1.5 In justified cases PRS may invalidate a document issued by itself.

5.2 Classification Documents

5.2.1 The documents confirming compliance of floating units and refrigerating plants with relevant *Rules for the Classification and Construction* are:

- *Certificate of Class* or *Temporary Certificate of Class*,
- *Machinery Certificate* or *Temporary Machinery Certificate*,
- *Certificate of Class for Refrigerating Plant* or *Temporary Certificate of Class for Refrigerating Plant*.

5.2.2 *Temporary Certificate of Class* and *Temporary Certificate of Class for Refrigerating Plant* are provisional documents issued by PRS upon completion of the Initial Survey for the Assignment of Class, a survey after the change of flag, a survey after the major conversion of ship or the Survey for Class Reinstatement.

5.2.3 *Temporary Machinery Certificate* is a provisional document issued by PRS upon completion of the Initial Survey for the Assignment of Class or in the case of such modifications made in machinery installations that would necessitate changes in the entries of *Machinery Certificate*.

5.2.4 The provisional documents mentioned in 5.2.2 and 5.2.3 are valid until their acceptance by PRS Head Office and the issue of relevant full-term certificates, however for a period not exceeding the one specified in the relevant *Classification Regulations*.

5.2.5 For a floating unit without valid class or with a class which does not entitle the unit to navigate in a particular navigational area, a *Single Voyage Declaration* can be issued. Such Declaration is issued following the assessment of the floating unit technical condition and the scope of surveys and tests is defined by PRS individually for each particular case. The Declaration is valid for a given route, within specified technical, service and weather conditions.

5.3 Statutory Documents

5.3.1 Depending on the scope of authorization granted by Flag State Administration, PRS may issue to floating units the following documents:

- final documents (certificates or other documents), which a floating unit should have to be admitted for navigation by appropriate authorities, or
- intermediate documents (in the form of reports on surveys or tests), which constitute partial or full basis for the issue of the final documents by Flag State Administration.

5.3.2 The form of statutory documents, conditions of their issue and loss of validity are defined by appropriate Conventions and/or Flag State Administration requirements.

5.4 Documents from Technical Supervision of Floating Objects i.e. Objects not Covered by the Rules

5.4.1 As a result of technical supervision of a floating object, PRS issues *Certificate of Fitness for Sailing* or other document specified in the contract.

5.4.2 The document referred to above shall contain at least the following data on the floating object:

- identification data,
- technical basis for supervision (technical documentation, *Rules*),
- supervision scope,
- supervision result,
- document validity date.

5.5 Documents from Technical Supervision of Materials and Products

5.5.1 As a result of direct supervision of materials and products under production, PRS issues Certificates or other documents confirming examinations and tests carried out.

5.5.2 As a result of approval procedure, PRS issues *Type Approval Certificate*. For materials and products manufactured under indirect survey, the manufacturer holding PRS' *Type Approval Certificate* issues its own documents, in which reference is made to PRS certificate No. Such document is equivalent to a Certificate or confirmation issued by PRS.

5.5.3 Based on a positive result of assessment of products conformity with the requirements of European Community Directives, PRS issues appropriate Conformity Certificates.

5.6 Documents from Industrial Supervision

5.6.1 As a result of industrial supervision carried out, PRS issues or endorses *Compliance Certificate* and *Safety Certificate* or other documents as specified in the contract.



TERMS AND CONDITIONS OF COOPERATION

§ 1 GENERAL PROVISIONS

1. These Terms and Conditions of Cooperation regulate the general principles of cooperation and the terms of Contracts concluded between: PRS Capital Group (hereinafter: "PRS"), in which the parent company is: Polski Rejestr Statków S.A. with its registered office in Gdańsk (KRS: 0000019880), and Customer indicated in the document "Order Confirmation" (hereinafter: "Customer") in the scope of services provided to him.
2. "Order Confirmation" means a signed or otherwise accepted form for accepting an order or order confirmation expressed in a document – like form.
3. It is assumed that the Customer, by signing or otherwise accepting the Order Confirmation, accepted the Terms and Conditions of Cooperation.
4. For the avoidance of doubt, the Contract shall mean Order Confirmation (hereinafter referred to as the "Contract") and all PRS activities and services resulting from the Contract shall be subject to these Terms and Conditions of Cooperation, unless otherwise expressly agreed in at least a document – like form by the Parties.
5. The present Terms and Conditions of Cooperation form an integral part of the Contract concluded between PRS and Customer.

§ 2 CUSTOMER'S OBLIGATIONS AND DECLARATIONS

1. The Customer is obliged to:
 - 1) cooperate with PRS in all matters related to the Contract execution, including provision of all necessary information necessary for the proper Contract execution;
 - 2) grant or provide access particularly to facilities, documentation, information, employees or contractors during the performance of activities related to the Contract execution;
 - 3) provide PRS employees or contractors with healthy and safe working conditions at the Customer's facilities, as well as free emergency medical assistance during the performance of activities related to the Contract execution, and inform PRS representatives about local health and safety regulations and safety requirements;
 - 4) repair or remove any obstacles to the performance of all activities related to the Contract execution;
 - 5) to inform PRS in particular about each change of legal entity, change of identification data or contact details indicated in particular in the New Customer Form, contact person, and also if the object covered by activities related to the Contract execution are no longer at the Customer's disposal or its owner has changed or there are other circumstances affecting the performance or proper performance of the Contract on the part of PRS - under the pain of liability for damage caused by the failure to notify PRS about the change.
2. The customer is aware and fully accepts that:
 - 1) each report, letter of approval, certificate or other document (hereinafter collectively referred to as "PRS Document"), issued as a result of activities related to the Contract execution reflects solely position of the Contract's signatory and is only a confirmation that at the time of survey or documentation appraisal the vessel, construction, material, item, equipment or other product documentation covered by this PRS Document at the time of its issue complied with the relevant PRS rules or international conventions;
 - 2) validity, scope and interpretation of PRS Documents issued in accordance with the Terms and Conditions of the Contract or taking them into account are regulated solely by relevant PRS rules or international conventions;
 - 3) none of the provisions of the Contract or any PRS Document issued in connection with the Contract shall be considered as exemption of designers, shipyards, shipowners, manufacturers, retailers, suppliers, repair facilities, operators, insurers or any other persons or institutions from the obligation to survey, inspect, audit or any other obligation or warranty;
 - 4) The Customer acknowledges that while performing the service, it may be necessary to provide an additional service, which the parties did not provide at the time of concluding the Contract and which is necessary for the proper execution of the concluded Contract. In this case, the Parties are required to agree the scope and terms of the additional service. In the absence of the above-mentioned Contract, PRS has the right to remuneration in the amount of the services rendered up to date, as well as the right to terminate the Contract, withdraw, apply the rigor or suspend the Contract being executed;
 - 5) PRS is not obliged to achieve a specific result, but only to provide services related to the Contract execution. Customer is responsible for conducting his own evaluation of the information and documentation provided to him by PRS;
 - 6) The Customer is not entitled to transfer all or part of the rights or obligations under the Contract to any third party, without the prior PRS's consent in writing under pain of nullity.

§ 3 PRS S.A. OBLIGATIONS AND DECLARATIONS

1. PRS undertakes to execute the Contract with due care and good practice, taking into account state-of-the-art know-how. Services provided under the Contract are performed by adequately qualified and competent technical staff. In its activity PRS and all its employees follow the provisions of the Code of Ethics, which is part of the internal quality management system.
2. PRS operates in accordance with the "General Survey Principles" available on the website www.prs.pl.
3. Unless otherwise indicated, the Contract execution is based on the classification and non-classification Rules being in force on the day of the Contract conclusion.
4. The Contract execution may be based on specified order conditions. In this case, the Parties shall determine the conditions on the basis of which the Contract is to be executed in the "Type and Scope of Survey" window in the Order Confirmation.

§ 4 PRS S.A. LIABILITY LIMIT

The Parties hereby exclude the PRS liability for the execution or improper execution of the Contract, excluding the damage caused to the Customer intentionally.

§ 5 PAYMENT

1. The remuneration (in the appropriate amount and currency) determined in the Order Confirmation for the Contract execution shall be payable on the basis of an invoice issued by PRS (by the competent entity from PRS Capital Group), on the date and to the bank account indicated therein.
2. In addition to the remuneration referred to 5.1 above, the Customer is obliged to refund PRS necessary and actually incurred additional costs for the proper execution of the service – including the tax due, in particular administrative fees resulting from the flag State's authorization and the costs of the business trip (if such costs are incurred by PRS). The costs of the business trip include in particular: costs of accommodation, public transport (train, plane), passage by car and surveyor's daily allowances for the days of providing services at the location indicated by the Customer, work outside the normal working time (i.e. between 4.00 pm and 7.00 am the next day, on Saturdays and Sundays as well as on public holidays), if the Customer's request is made during this time. The Customer declares that he agrees to increase the invoices issued for receivables related to the additional costs referred to above. At the Customer's request, PRS may prepare a calculation of additional costs.
3. The remuneration and costs referred to in 5.1 and 5.2 above, shall be increased by VAT in the applicable amount as on the date of the tax obligation, in accordance with the tax law applicable in the country of the registered office of the entity of the PRS Capital Group, which issued the invoice.
4. In addition, the Customer is obliged to cover the total costs of banking services related to the payment resulting from the issued invoice.
5. The date of payment means the date of payment receipt in the PRS bank account.
6. In the event of delay in payment with regard to the date specified in the invoice, the Customer shall be obliged to pay PRS statutory interests for the delay period or statutory interests for the delay in commercial transactions (in the case of entrepreneurs) in accordance with the Act of 8 March 2013 on payment deadlines in commercial transactions, in the amount determined in accordance with Polish law.
7. The Customer is not entitled to deduct his claim from the PRS claim against the Customer.
8. PRS is entitled to send an invoice in an electronic form to the e-mail address provided by the Customer.
9. In the absence of payment by the due date by the Payer who is not the Ordering Party at the same time, the Ordering Party is obliged to pay PRS remuneration and additional costs.

§ 6 APPLICABLE LAW AND JURISDICTION

1. This Contract, as well as any disputes or claims arising in relation to it or its subject matter, between the Customer and the relevant entity from PRS Capital Group, shall be subject to and will be interpreted in accordance with Polish law.
2. Any settlement of differences, claims and disputes of any nature arising from or in relation to this Contract shall be subject to the exclusive jurisdiction of the courts in Poland, by the court of law having jurisdiction over the registered office of the company managing PRS, i.e. in Gdansk, Poland.

§ 7 PROTECTION OF PERSONAL DATA

1. The Parties undertake to apply the Regulations on Data Protection: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR) and the Act on the protection of personal data, as well as all laws and regulations on the processing of personal data and privacy. References to legislation also include any subsequent amendments.
2. The Other Party may entrust Personal Data for further processing, to which the Party hereby agrees, provided that the entity entrusted with the Personal Data for further processing must fulfill at least the same guarantees and obligations imposed on the Party.
3. Entrusting by the Party to the Other Party of the processing of Personal Data shall take place on the basis of a separate agreement specifying the scope, purpose and conditions for processing Personal Data.
4. Due to the fact that there are two data controllers - being Parties to the Contract – personal data of employees/contractors, indicated in the Contract or in the later contact of the Parties as persons responsible for the execution of the Contract or contact person, the entity to which the data of an employee/contractor of the Other Party were made available, becomes their administrator and should fulfill specific information obligations. The PRS Information Clause is an attachment to the Terms and Conditions of Cooperation. The Customer undertakes to provide the Information Clause to persons who are responsible for the Contract execution or to contact if their data were indicated to PRS.

§ 8 CONFIDENTIALITY

1. The Parties are obliged, during the Contract execution and after its completion, to maintain the confidentiality of any information communicated in any form by one Party to the other, i.a. information constituting company's secret including technical, environmental, commercial, legal and financial information, related either directly or indirectly to the Parties or to the Contract.
2. The above confidentiality clause does not apply to information which:
 - 1) is publicly available; had been held by the Parties before it was transferred by the other Party;

- 2) was disclosed in accordance with legal requirements, the court's final judgment, the court order or the order from any other authorized administrative body;
- 3) will be disclosed to an entity related to the Party on the basis of the necessary knowledge need. In this case, the Party is obliged to inform the related entity about the confidential nature of the information provided and about the obligation of confidentiality.

§ 9 DELIVERIES

1. The Parties agree that all statements and notifications addressed to the other Party in relation to this Contract shall be made in a document – like form and sent to the other Party to the e-mail addresses or registered office address provided in the Order Confirmation.
2. If the other Party fails to inform about the change of address, all statements or notifications sent to the original address shall have legal effect.

§ 10 CHANGES TO THE TERMS AND CONDITIONS OF COOPERATION

1. Terms and Conditions of Cooperation are subject to change. The Customer will be informed each time about the proposed changes not later than 14 calendar days before their implementation.
2. In the event that the Customer does not accept the new content of the Terms and Conditions of Cooperation, he shall be obliged to notify PRS of this fact within 7 calendar days from the date of being informed about the proposed changes – in a document – like form. The contract will then be implemented under the existing conditions or it will be terminated immediately, according to the PRS decision. In the event of termination, the Customer is obliged to pay PRS for all additional costs incurred in connection with the Contract execution, as well as proportionally the remuneration for the services rendered to the scope of the Agreement so far performed. All arrangements of the Parties in this respect shall be made in a document form. In the absence of the Customer's objection to changing the content of the Terms and Conditions of Cooperation, it is considered that the Customer has agreed to the changes.

§ 11 TERMINATION OF THE CONTRACT

1. The Parties may at any time terminate the Contract by written agreement of the Parties, otherwise they shall be null and void. The Parties to the Contract will establish in this agreement the terms of payment of remuneration in the amount of value of the services so far performed by PRS and additional costs.
2. Each of the Parties may terminate the Contract with a 30-day notice period with effect at the end of the month. The Party's declaration terminating the Contract shall be made in writing, under pain of nullity.
3. In the event of termination of the Contract by any of the Parties, the Customer is obliged to pay remuneration in the amount of value of the services so far performed by PRS and additional costs.
4. PRS may terminate the Contract immediately, without notice in the event of a severe violation by the Customer of the obligations provided for in the Contract, in particular the Terms and Conditions of Cooperation. The PRS statement for its validity requires a document – like form.

§ 12 FINAL PROVISIONS

1. In matters not covered by the provisions of the Terms and Conditions of Cooperation, general Polish law shall apply.
2. The Terms and Conditions of Cooperation shall bind the Parties upon signing the Order Confirmation by both Parties.
3. PRS is entitled to transfer all or part of the rights or obligations under the Contract to a third party.
4. If any provision of the Contract turns out to be invalid or unenforceable, it shall not affect the validity of the remaining provisions of the Contract.
5. PRS is entitled to entrust the performance of the service in part or in whole to a third party on the basis of any legal relationship.
6. The Customer confirms that these Terms and Conditions of Cooperation have been made available to him before the conclusion of the Contract in such a way that their storage, reproduction and reading is not difficult.

Attachments:

- 1) Information on the content of joint arrangements of the Co-Administrators.

Information on the essential content of joint arrangements of the Co-Administrators along with information on the personal data processing

According to art. 13, art. 14, art. 26 and art. 28 GDPR we inform you that we process your personal data together and inform you about the essential content of joint arrangements of the Co-Administrators. The Co-Administrators of your personal data are:

Executive Administrator: Polski Rejestr Statków Spółka Akcyjna with its registered office in Gdańsk (address: Gen. Józefa Hallera 126, 80-416 Gdańsk, tel.: + 48 058 346 17 00, + 48 058 751 11 00, e-mail: mailbox@prs.pl); and other Co-Administrators: UAB "Klaipeda Polish Register of Shipping" based in Klaipeda (klaipeda@prs.pl); Polish Register of Shipping a single-person limited liability company based in Piraeus (POLISH REGISTER OF SHIPPING ΜΟΝΟΠΡΟΣΩΠΗ ΕΤΑΙΡΕΙΑ ΠΕΡΙΟΡΙΣΜΕΝΗΣ ΕΥΘΥΝΗΣ) based in Piraeus (pir@prs.pl); PRS (Shanghai) Vessel Inspection Company Limited with its registered office in Shanghai (shanghai@prs.pl); Polish Register of Shipping S.A. a branch of the joint stock company based in Cairo (cairo@prs.pl); Polish Register of Shipping S.A. branch of the joint-stock company with headquarters in Dubai (dubai@prs.pl).

I. The Executive Administrator and the other Co-Administrators jointly administer your personal data for the following purposes: the conclusion and correct and compliant with the intention of the parties execution of a multilateral contract in which you are a party or in which you have been designated as the person responsible for the contract execution or a contact person; pursuing claims resulting from legal regulations; preparing the offer and draft contract and its possible negotiation and conclusion; developing the commercial offer and economic account of the Company, including marketing activities; debt collection and conducting court proceedings.

We do not plan to process your personal data for purposes other than the purpose for which your personal data was collected. Should there be a need to process data for another purpose, the Company will inform you before the planned processing about this other purpose and provide all other relevant information in this regard.

II. The recipients of your personal data may be entities to which the Co-Administrators entrusted data processing, in particular, IT service providers, accountants, lawyers. Your personal data may also be disclosed to entities from our capital group (subsidiaries) and branches (Polish and foreign).

III. Your personal data will be stored for the duration of the contract and the period of limitation of claims arising from the contract executed by the parties, as well as the period of obligation

to keep accounting documents related to the contract, based on the provisions of the Accounting Act of 29 September 1994 if these periods are not the same. If your personal information was obtained in a different way than the contract or contact details of the parties, your personal data will be processed until you object to their processing or it is determined that they have become obsolete.

IV. You have the right to object to the processing of your data by the Co-Administrators at any time. The Co-Administrators will stop processing your data for these purposes, unless they can show that in relation to your data there are important legally founded grounds for the Co-Administrators that override your interests, rights and freedoms or your data will be necessary for us to determine, investigate or defend claims.

V. According to the GDPR, you have the following rights:

- 1) the right to access your data and receive a copy thereof;
- 2) the right to rectify (correct) your data;
- 3) the right to delete data, limit data processing;
- 4) the right to object to the data processing;
- 5) the right to transfer data;
- 6) the right to submit a complaint to the supervisory body.

You have the right to lodge a complaint with the President of the Office for Data Protection, or other authority competent for your place of residence or the head office of the Co-Administrator, if you decide that the processing of personal data infringes the GDPR provisions.

VI. Information on voluntary data provision - Providing data is voluntary, however, it is necessary for conclusion and execution of the contract.

VII. Automated decision making

In the process of conclusion and execution of the contract, the Co-Administrators do not make decisions in an automated manner based on the data provided by you. Your data will not be processed in an automated way, including the form of profiling. According to the provisions of art. 4 p. 4) GDPR, "profiling" means any form of automated processing of personal data, which involves the use of personal data to assess some of the natural person's personal factors, in particular to analyze or forecast aspects related to the effects of the work of that natural person, their economic situation, health, personal preferences, interests, credibility, behavior, location or movement.

VIII. In connection with the processing of your personal data, we also inform that:

1. The Executive Administrator and the Co-Administrators declare that they process your personal data in accordance with the rules regarding the processing of personal data set out in article 5 GDPR.
2. The Executive Administrator shall keep all documentation regarding co-administering for the purpose of meeting the accountability requirement.
3. The Co-Administrators do not transfer your personal data outside the EEA. In special situations, the Executive Administrator may transfer personal data outside the EEA. Personal data may be transferred to a third country where the subsidiary of the Executive Administrator is located, i.e. the People's Republic of China, Turkey, the Arab Republic of Egypt or UAE - depending on the entity that will perform the relevant service, while the European Commission has not issued a decision stating an appropriate level of protection of personal data processed in the above-mentioned States. Therefore, in order to ensure the legality of transferring personal data to the above countries and their security, the Executive Administrator has concluded with the entities processing this data the contract entrusting the processing of personal data with the use of standard contractual clauses concerning the transfer of personal data approved by the European Commission to data processors established in third countries. You have the right to obtain a copy of the transferred data and detailed information on the content of these clauses directly from the Executive Administrator.
4. The Executive Administrator and Co-Administrators undertake to restrict access to your personal data only to persons whose access to personal data is necessary for the implementation of the above-mentioned purposes. In addition, the Executive Administrator and Co-Administrators ensure that only persons who have a personal authorization granted by the Executive Administrator and Co-Administrators and that the persons admitted to the processing of personal data have made a commitment to keep personal data secret and these persons have been previously trained on the rules and regulations on the protection of personal data.
5. The Executive Administrator and the Co-Administrators ensure an adequate level of security of personal data. The Executive Administrator and the Co-Administrator in order to ensure security ensure:
 - 1) the ability to continually ensure the confidentiality, integrity, availability and resilience of personal data processing systems and services;
 - 2) the ability to quickly restore the accessibility and access to personal data in the event of a physical or technical incident;
 - 3) regular testing, measuring and evaluating the effectiveness of technical and organizational measures to ensure the security of processing;
 - 4) as the needs and capabilities of the Executive Administrator and Co-Administrators commit to use pseudonymisation and encryption of personal data where the risk requires it.
6. The Executive Administrator and the Co-Administrators may entrust the processing of personal data to the processing entity while complying with the requirements resulting from the GDPR, in particular the requirements under art. 28 GDPR.

XI. In all matters regarding the protection of your personal data, you can contact both the Executive Administrator and the Co-Administrators.

List of amendments effective as of 1 November 2020

<i>Item</i>	<i>Title/Subject</i>	<i>Source</i>
5.2.2 , 5.2.4	Paragraphs modification	Surveillance experience
