

**AGREEMENT ON WATER SUPPLY AND WASTE WATER DISPOSAL  
ZS/II/2**

concluded on .....in Zabrze by and between Zabrzeńskie Przedsiębiorstwo Wodociągów i Kanalizacji Spółka z o.o. in Zabrze, ul. Wolności 215, entered into the National Court Register under KRS number 0000043723, share capital 239 646 500.00 PLN, NIP 648-00-00-278, REGON 272730182 hereinafter referred to as the “COMPANY”, represented by:

1. MSc engineer Damian PIETER – Technical Director / Member of the Management Board
2. MSc engineer Marcin RADONĀ – Proxy / Director of Economic Affairs / Chief Accountant

and

.....  
ul. ....

KRS : ..... share capital: .....

REGON: ..... NIP: .....

hereinafter referred to as the “CONSUMER” represented by:

.....  
.....  
.....

§ 1

The Agreement stipulates the terms and conditions of water supply from water supply systems operated by the COMPANY, the terms and conditions of waste water disposal to sewerage systems operated by the COMPANY and the terms and conditions of conducting settlements for collective water supply and waste water disposal to the property located in Zabrze at ..... street.

§ 2

1. The CONSUMER declares to be the ..... of the property referred to in § 1 based on the legal title -

..... dated .....

2. The CONSUMER declares that the water supplied by the COMPANY shall be used for:

- 1) household purposes in the amount of min. .... max. .... m<sup>+3</sup>\* monthly
- 2) industrial purposes in the amount of min. .... max. .... m<sup>+3</sup>\* monthly
- 3) other purposes in the amount of min..... max. .... m<sup>+3</sup>\* monthly

3. Water supply for purposes other than those referred to in Clause 2 shall require amendment of the Agreement.

§ 3

1. The Parties agree on the following terms and conditions of settlement:

1) the COMPANY makes readings and settlements of the main water meter in three-month periods, i.e. in months and always when changing the Tariff.

2) load as indicated by the main water meter fi, installed in , from m\+3\\*.

the CONSUMER'S CODE:

the CONSUMER'S FILE:

CORRESPONDENCE ADDRESS: .....  
ul. ....

2. For the purpose of the complete annual settlement for the services provided:

1) the CONSUMER, no later than by 3rd January of each year, shall be obliged to provide the reading of water meters as of 31st December of the preceding year,

2) the COMPANY, based on the information obtained from the CONSUMER and in the absence thereof, according to the terms and conditions specified in § 15 Clause 1 of the Agreement, shall be obliged to issue an invoice.

§ 4

1. The valve behind the main water meter shall be the place of water supply.

2. The first well, counting from the side of the building, and if there is no such well, the border of the land property shall be the place of waste water collection.

3. The water supply system connection is the section of the pipe connecting water supply network with the internal water supply system in the property of the CONSUMER together with the valve behind the main water meter.

4. The sewerage system connection is the section of the pipe connecting the internal sewerage system in the property of the CONSUMER with the sewerage network behind the first well, counting from the side of the building, and in case of its absence, to the border of the land property.

5. Measurement of the required pressure and assessment of the quality of the supplied water shall be carried out at the place of the main valve, i.e. at the connection of the internal system with the water supply network, and in case of the connections operated by the CONSUMER - at the nearest hydrant installed on the network.

§ 5

1. The COMPANY shall assure the ability of the owned water supply system devices and sewerage system devices to supply water of the required quality in quantities not less than those specified in the Agreement under appropriate pressure and to supply water and dispose of waste water in a continuous and reliable manner.

2. Obligations of the COMPANY include in particular:

- 1) continuous supply of water intended for human consumption, in accordance with the technical conditions of connection of the property to the network with an appropriate pressure measured at the nearest hydrant installed on the water supply network,
- 2) supply of water intended for human consumption of the required quality tested at the site referred to in point 1,
- 3) continuous collection of waste water from the property in the condition and composition consistent with the currently binding regulations,
- 4) maintenance and remedy of failures of water supply system devices and sewerage system devices operated by the COMPANY,
- 5) incurring the costs of purchasing the main water meter, its installation in the place specified in the technical documentation of the connection (technical standard), maintenance and replacement after the expiry of the certification period.

#### § 6

1. The COMPANY shall be liable for the quality of water supplied to the point specified in § 5 Clause 2 Point 1 of the Agreement.
2. The CONSUMER shall be liable for the quality of water from the point specified in § 5 Clause 2 Point 1 of the Agreement.

#### § 7

The COMPANY shall not be liable for any limitation or suspension of water supply or limitation or suspension of waste water collection caused by the following circumstances:

- 1) the effects of force majeure, including in particular, but not limited to the forces of nature,
- 2) breakdown of the network due to the reasons set forth in Points 1 and 3 to 7 and due to acts of terrorism for the time necessary to carry out the works to remove the breakdown and its consequences,
- 3) lack of water in the intake caused by unpredictable circumstances related to coal mining, tectonic movements, etc.,
- 4) pollution of the water intake in a manner dangerous to health and life due to criminal activity, terrorist action, mining or geological disaster,
- 5) protection of human life or health and the environment as well as fire protection needs,
- 6) planned interruptions related to maintenance and repair works after prior notifying the CUSTOMER,
- 7) other reasons dependent on the CONSUMER.

§ 8

1. The COMPANY shall not be liable for damages resulting from flooding with water or sewage, and caused by:

1) defective installation of the water supply system connection and sewerage system connection operated by the CONSUMER or malfunctioning of the internal water supply system and the internal sewerage system of the CONSUMER,

2) breakdown of the connection operated by the CONSUMER or breakdown of the internal installations of the CONSUMER,

3) lack of anti-flooding devices provided for in the construction law on the internal sewerage system of the CONSUMER,

4) failure to perform or improper performance of the obligations set forth in § 11 of the Agreement.

2. The COMPANY shall not be liable for damages for losses caused by the COMPANY due to inspections, repairs, replacement of the water meter set and removal of breakdowns in the situations when the CONSUMER fails to perform the obligations set forth in § 10 Clause 4 and § 11 Clause 2 Point 7 and 8 of the Agreement.

§ 9

1. The COMPANY shall notify the CONSUMER of the planned interruptions or limitations in the provision of the services in the manner that is customary at least two days prior to their commencement.

2. The COMPANY shall promptly notify the CONSUMER of any unplanned interruptions or limitations in the provision of the services, should the duration of such interruptions or limitations exceed 6 hours.

3. Should the planned or existing interruption in the supply of water exceed 12 hours, the COMPANY shall provide a substitute water intake point, notifying the CONSUMER of its location.

§ 10

1. The obligations of the CONSUMER include maintenance of the water supply system connection and the sewerage system connection.

2. In case of a breakdown of the connection, the CONSUMER shall be obliged, within no more than 3 days as of the date of disclosure of the breakdown, to promptly notify the COMPANY of the breakdown and to remove it at its own expense.

3. Should the breakdown of the connection of the CONSUMER cause:

1) risk of deterioration in the level of the services provided by the COMPANY,

2) danger of damage suffered by the COMPANY or third parties,

3) threat to the environment,

the COMPANY shall be entitled to take all technically available actions to remove the threat or danger.

4. In case of occurrence of the circumstances referred to in Clause 3 and the CONSUMER's failure to fulfil its obligation to remove the breakdown, in accordance with the terms and conditions specified in Clause 2, the COMPANY shall be obliged to remove the breakdown of the connection. The costs of a substitute removal of the breakdown shall be borne by the CONSUMER.

5. The COMPANY shall not be liable for possible damages arising in connection with the breakdown of the connections operated by the CONSUMER.

## § 11

1. The CONSUMER shall ensure reliable operation of its internal installations and water supply system connections as well as sewerage systems installations and connections, including the use of measuring equipment and measuring devices with the valid certification.

2. The CONSUMER undertakes:

1) to use of intake water for the purposes specified in the Agreement and under the terms and conditions of connecting the property to the network,

2) to use the internal water supply system and the internal sewerage system in a manner that does not cause any disturbances in the functioning of the main water meter, measuring device as well as water supply system and sewerage systems devices of the COMPANY,

3) not to carry out, without agreement with the COMPANY, any significant activities on the internal installations and operated connections that may adversely affect the change in the technical condition and functioning of the devices operated by the COMPANY, and in particular the main water meter, including the change in its location,

4) to maintain the water meter premises or the well in which the main water meter or the measuring device is installed in a condition preventing their damage and interference with their proper functioning and protecting the water meter installation premises against any unauthorized access,

5) to protect the main water meter and measuring device against theft, mechanical damage or the consequences of low temperatures,

6) to reimburse the costs of purchase, replacement or repair of the main water meter, its certification and sealing - in case of failure to perform or improper performance of the obligations set forth in Points 4 and 5,

7) not to develop or plant trees or shrubs in a 1.5 m wide strip on each side above the water supply system connection and 2.5 m on each side above the sewerage system connection,

8) not to build over the water supply system connection to the valve behind the main water meter,

9) to install and maintain water supply anti-contamination valves where such an obligation is imposed by separate regulations,

10) to compensate the COMPANY for damages and costs incurred as a result of contamination of the water supply system due to improper operation of the internal water supply system, if no anti-contamination valve was installed,

11) to enable persons representing the COMPANY, upon presentation of a work ID card, to enter the property or a building belonging to the CONSUMER and bring the necessary equipment and devices for the purpose of:

a) installing, sealing, dismantling or replacing the main water meter and seal the additional water meter,

b) carrying out inspections of the main water meter, the additional water meter, the measurement device, reading their indications and carrying out tests and measurements as well as checking the quantity and quality of waste water discharged into the network,

c) carrying out inspections and repairs of the devices operated by the COMPANY,

d) cutting off water supply system connection, sewerage system connection or sealing the closed valves that stop water supply to the property,

e) removing breakdowns of water supply system and sewerage system devices operated by the COMPANY,

f) removing breakdown of the connection in the situation specified in § 10 Clause 4 of the Agreement,

12) maintaining the water meter being a part of the internal installation and incurring the costs of its purchase, assembly, sealing and certification,

13) maintaining the measuring device and incurring the costs of its purchase, assembly and verification,

14) reimbursing the costs of a substitute removal of a breakdown in the situation specified in § 10 Clause 4 of the Agreement

15) observing the ban on discharging the following into the sanitary sewerage system devices of the COMPANY:

a) rainwater and drainage water,

b) solid waste which may result in reduction in the sewerage system capacity, in particular gravel, sand, ash, glass, pomace, yeasts, bristles, grass, leather clippings, textiles, fibers, even if they are comminuted,

c) liquid wastes that are not miscible with water, in particular artificial resins, varnishes, bituminous masses, tars and their emulsions, cement mixes,

d) flammable and explosive substances with a flashpoint below 85° C, in particular petrol, petroleum, heating oil, carbide, trinitrotoluene,

e) caustic and toxic substances, in particular strong acids and bases, formalin, sulphides, cyanides

and ammonia solutions, hydrogen sulphide and hydrogen cyanide,

f) waste and waste water from animal husbandry, in particular slurry, liquid manure, dung, silage waste water,

g) other substances which, as a result of their chemical composition or temperature, could damage the sewerage systems of the COMPANY, cause fire or explosion hazard, adversely affect the safety and health of the operators or cause environmental threat,

16) discharging waste water to sewerage systems of the COMPANY with quality parameters not exceeding the admissible values specified in the applicable laws and tariffs.

## § 12

1) The results of physicochemical analyses of waste water, collected at the control points, shall be the basis for determining whether the permissible concentrations of pollutant indicators are exceeded in the waste water discharged into the sewerage systems.

2) Settlement of the fees for exceeding the terms and conditions of discharging waste water into the sewerage systems shall be made on the basis of the prices and fee rates as well as the terms and conditions set forth in the applicable tariffs.

## § 13

The CONSUMER undertakes to compensate the COMPANY for damages and costs incurred due to:

1) unauthorized connection or extension of the internal installations without prior consulting with the COMPANY or in violation of the applicable standards and regulations,

2) intervention of the COMPANY's services in case of damage to the internal installations and the devices of the CONSUMER,

3) the CONSUMER's failure to observe the provisions of § 11 Clause 2 Point 16.

## § 14

1. Settlement with the CONSUMER for the provided services shall be made on the basis of the prices and fee rates specified in the tariff as well as the quantity of water supplied and waste water discharged in accordance with the following terms and conditions:

1) the amount of water supplied to the property shall be determined on the basis of the indications of the main water meter,

2) the quantity of waste water discharged shall be determined to be equal to the quantity of water intake measured by the main water meter, subject to Clause 2.

2. The quantity of waste water discharged shall be reduced by the amount of irreversibly used water only if its consumption is determined on the basis of the indications of an additional water meter or measuring device installed at the expense of the CONSUMER.

3. Installation of an additional water meter or measuring device shall be carried out in the manner

agreed with the COMPANY.

4. An additional water meter or measuring device with an invalid certification shall not constitute a basis for reducing the amount of the discharged waste water.

#### § 15

1. Should a malfunction of the main water meter be detected, the amount of water intake shall be determined based on:

1) average water consumption in the period of 3 months prior to detecting the malfunction of the water meter, and where it is not possible - on the basis of the average water consumption in the analogous period of the preceding year or the product of the average monthly water consumption in the preceding year and the number of months of malfunctioning of the water meter,

2) average monthly water intake from the actual period, if it was less than 3 months.

2. The COMPANY, at the written request of the CONSUMER, shall request inspection of the proper operation of the main water meter.

3. Should the inspection of the proper operation of the main water meter fail to confirm the reservations made by the CONSUMER, the CONSUMER shall cover the costs of its replacement and inspection.

#### § 16

1. The CONSUMER undertakes to promptly, however within 5 days at the latest, notify the COMPANY of:

- 1) breaking or damaging the certification or assembly seal of the main water meter, additional water meter, damage to their casings or theft,
- 2) damage or theft of the measuring device.

2. Should it be proven that the theft or damage to the main water meter, measuring device and additional water meter was caused by the CONSUMER, the amount of water collected or waste water collected shall be calculated as two times the average monthly consumption of the preceding 3 months.

3. The CONSUMER shall be obliged to promptly, however within 14 days at the latest, notify the COMPANY in writing of the facts resulting in the necessity to amend the Agreement, its expiry and the fact of transferring the right to the building covered by the Agreement to another person.

4. The CONSUMER shall be obliged to notify the COMPANY in writing of the change of the correspondence address or the registered office.

5. Should the CONSUMER change the correspondence address or the registered office and fail to notify the COMPANY thereof, the invoices and other documents sent by the COMPANY to the address indicated in the Agreement shall be deemed to have been delivered.

6. Documents relating to the above changes shall be delivered in person, by courier or registered mail in order to be valid.



7. Any correspondence sent by registered mail shall be deemed to have been delivered on the date of the acknowledgement of receipt of the registered mail or on the date of its second notification.

8. Should the CONSUMER lose its legal title to the property as well as in case of failure to notify the COMPANY of the change of the correspondence address or intention to withdraw from the Agreement, the CONSUMER shall be obliged to pay the amounts due until the day of disassembling the main water meter or until the day of the COMPANY enters into an agreement with the next CONSUMER.

#### § 17

1. The COMPANY shall issue invoices for the services provided in accordance with the terms and conditions specified in § 3 thereof.

2. Should reading the main water meter prove to be temporarily impossible, the invoices for the services provided shall be issued on the date falling on the reading, according to the terms and conditions set forth in § 15 Clause 1 of the Agreement.

3. The CONSUMER shall pay for the water delivered and waste water disposed of by the due date specified on the invoice, which may not be shorter than 14 days as of the date of its delivery.

4. Written reservations made by the CONSUMER as to the amount of the invoice shall not withhold its payment.

5. Any overpayment shall be credited towards future receivables or, at the request of the CONSUMER, shall be reimbursed within 14 days as of the date of submission of a written request thereon.

6. Delays in payment of the invoices shall entitle the COMPANY to charge the statutory interest.

#### § 18

1. Within 30 days as of the date of receipt of the invoice or the date on which the CONSUMER identifies deteriorated quality of the services provided by the COMPANY, the CONSUMER has the right to file complaints concerning the quantity and quality of the services provided and the amount of the fees for these services.

2. Complaints, subject to Clause 6, should be filed by the CONSUMER in writing, by fax, registered mail or by e-mail.

3. The COMPANY shall be obliged to examine the complaint without undue delay, not later than within 14 days as of the date of receipt. This time limit may be extended to 30 days if a detailed investigation is required and, if commission of expert opinions is required – by the time they are received.

4. Should the complaint be rejected in whole or in part, the response to the complaint should contain factual and legal justification.

5. Should the complaint be accepted, the COMPANY shall notify the CONSUMER of the result of the examination as well as of the amount of compensation granted or reduction of the amount due.

6. In uncomplicated cases examination of a complaint filed orally in person or by telephone in the customer service office by the employees of the COMPANY shall be allowed. Should such a complaint be rejected, the COMPANY shall notify the CONSUMER of the necessity to file the complaint in the manner described in Clause 2.

7. The CONSUMER may demand reduction in the amount due for waste water not discharged to the sewerage system of the COMPANY as a result of a breakdown of the internal water supply system behind the main water meter, provided that:

1) the breakdown is immediately reported to the phone number (32) 271-31-15 or 994 - available 24 hours a day,

2) an immediate action is taken to locate and remove the breakdown in order to minimize losses,

3) the COMPANY is notified of the date of removing the breakdown, and before its completion - to confirm this fact by the services of the COMPANY in the form of a protocol drawn up in the presence of the CONSUMER.

8. The amount of waste water not discharged for which the fee is reduced shall be determined on the basis of the average monthly water consumption during the accounting period preceding the occurrence of the breakdown.

#### § 19

1. Prices and fee rates as well as the terms and conditions of their application included in the current tariff shall apply to the settlement of the service.

2. Excerpt from the valid tariff including prices and fee rates valid as at the date of concluding the Agreement constitutes Attachment no. 1 hereto.

3. The change in the tariff is announced by the COMPANY in the local press and on [www.wodociagi.zabrze.pl](http://www.wodociagi.zabrze.pl) website.

4. For the accounting periods during which the new tariffs enter into force, the charges for the services provided shall be calculated in proportion to the services provided and the time before and after the entry into force of the new tariffs.

#### § 20

1. The COMPANY may cut off the water supply or close the sewerage system connection, upon prior notifying the District Sanitary Inspector, the Mayor of Zabrze and the CONSUMER thereof, if:

1) the water supply system connection or sewerage system connection was made in breach of the applicable provisions of law,

2) the CONSUMER has not paid the amounts due for the full two accounting periods following the date of receipt of the debt settlement reminder,

3) illegal water intake or illegal waste water discharge was found, i.e. without concluding an agreement,

4) the quality of the waste water discharged does not meet the requirements set forth in legal regulations,

5) an intentional damage or omission of the water meter or measuring device was found.

2. Should the water supply be cut off in the situation referred to in Clause 1 Point 2, the COMPANY undertakes to make available a substitute water intake point intended for human consumption and to notify the CONSUMER of the place and manner of making this point available.

3. The water supply shall be restarted at the CONSUMER's expense within 48 hours after the reasons for cutting off the water supply or closing the sewerage system connection have been eliminated.

#### § 21

1. The Agreement is concluded for an indefinite period of time.

2. The Agreement may be terminated by mutual agreement of the parties or by notice:

1) by the CONSUMER with three months' notice effective as of the end of the calendar month,

2) by the COMPANY with three months' notice effective as of the end of the calendar month, in particular in case of persistent preventing the employees of the COMPANY from exercising the rights indicated in §11 Clause 2 Point 11 of the Agreement.

3. Upon termination of the Agreement, the COMPANY may cut off the water supply system connection or sewerage system connection and may dismantle the main water meter.

#### § 22

Should there be any matters not regulated herein, the provisions of the Act of 7th June 2001 on collective water supply and collective waste water disposal (Journal of Laws no. 72, item 747, as amended) together with the executive regulations, the Regulations on water supply and waste water disposal and the Civil Code shall apply.

#### § 23

1. Amendments to this Agreement shall be made in writing, otherwise being null and void.

2. Change of tariff and replacement of water meter(s), measuring devices shall not require an amendment of this Agreement and shall be made without termination of the terms and conditions of the Agreement.

3. Any attachments to this Agreement shall constitute an integral part thereof.

4. The Parties agree that at the time of conclusion of this Agreement the hitherto prevailing Agreement shall expire.

#### § 24

Disputes arising due to the fulfilment of this Agreement shall be settled by the competent Common Court.

§ 25

The CONSUMER gives consent to personal data processing for statistical purposes and for the fulfilment of this Agreement.

§ 26

The Agreement was drawn up in two counterparts, one for each of the Party.

the COMPANY

the CONSUMER