

## **Annex 2 Detailed rules for the conclusion and performance of agreements with non-consumers**

### **Article 1 General provisions**

1. This Annex lays down the detailed conditions for the conclusion and performance of agreements by:
  - a) INPROGRESS sp. z o.o. with its registered office in Kraków at ul. Katowicka 39, 31-351 Kraków, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-Śródmieście in XI Economic Division of the National Court Register under KRS 0000384161, NIP: 677-235-70-01, e-mail: szkolenia@inprogress.pl; phone: (48) 12 35795 79, fax: (48) 12 378 33 24 In the case of entities that are not consumers as defined in Article 22<sup>1</sup> of the Civil Code, as well as in the case of agreements concluded with entities that are not consumers as defined in Article 22<sup>1</sup> of the Civil Code applying through the Development Services Database (Polska Agencja Rozwoju Przedsiębiorczości - Polish Agency for Entrepreneurship Development) for services indicated therein
  - b) INPROGRESS Szkolenia Sp. z o.o. with its registered office in Kraków at ul. Katowicka 39, 31-351 Kraków, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Kraków-- Śródmieście in XI Economic Division of the National Court Register under KRS 0000427134, NIP: 677-236-99-90, e-mail: szkolenia@inprogress.pl, phone: (48) 12 357 95 79, fax: (48) 12 378 33 24 In the case of contracts concluded with entities that finance Training for at least 70% from public funds as referred to in Art. 5 (1) of the Public Finance Act and with all entities applying through the Development Services Database (Polish Agency for Enterprise Development)
2. Information about which entity indicated in section 1 is a party to a given agreement shall be provided to the Ordering Party before of concluding the Agreement for the provision of training services.
3. The provisions of this Regulation do not apply to a natural person entering into an agreement directly related to their business activity when the content of this agreement indicates that it does not have a professional character for this person, particularly arising from the subject matter of their business activity, made available based on the provisions on the Central Register and Information on Economic Activity.

### **Article 2 Payment terms**

1. The fees provided for in the Agreement for the provision of training services may be paid in the form of:
  - a. transfer on the basis of an invoice, pro forma invoice to the account number indicated in these documents,
  - b. on-line payment - through the "Przelewy24" service on the basis of a link generated and sent by INPROGRESS,
  - c. payment by payment card.
2. Fees covered by agreements concluded with INPROGRESS, including the Agreement for the provision of training services, are paid within the period specified in the invoice or pro-forma invoice, unless the Parties agree otherwise. Unless otherwise agreed, the Ordering Party shall receive an invoice after the Training with a payment deadline of no less than 7

days. In the event of delay in payment of fees referred to in the preceding sentences INPROGRESS shall be entitled to withhold further performance.

3. The operator of the Przelewy24 service and payment cards is PayPro S.A. Settlement Agent, ul. Pastelowa 8, 60- 198 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000347935, NIP 7792369887, REGON 301345068.
4. Payments made via on-line payments (przelewy24) or payment cards (PayPro S.A. Settlement Agent) are transferred to INPROGRESS account.
5. The regulations for making payments using the "payment24" service and payment cards are available on the website: <https://www.przelewy24.pl/regulamin>.
6. The fee for Open Training includes participation in this Training, training materials and a Training completion certificate. The on-site Open Training also includes snacks during coffee breaks and lunch each day of the Training. Fees for the textbook, the paper certificate after passing the accredited Examination (except for the APMG portfolio examinations) and the Examination are payable additionally. Information about the fees for the Examination (without Training) shall be provided on request of the User.
7. The Training materials and certificates of completion indicated in section 8 shall be provided in an electronic version in the case of online Training, or in a paper version in the case of on-site Training.
8. INPROGRESS shall not cover costs of travel, parking or accommodation of Participants.

### **Article 3 Resignation and cancellation of training**

1. If the Ordering Party cancels the Open Training less than 7 days before the Training, the fees paid shall not be refunded, and if the fees have not been paid the Ordering Party shall be obliged to pay them in accordance with the Agreement for the provision of training services, unless the Parties mutually agree on a different settlement method. Cancellation of the Open Training shall be made in writing or by document stipulated under penalty of invalidity.
2. In case of cancellation of Training by INPROGRESS, the Ordering Party shall be entitled to choose another date or place of Training from those proposed by INPROGRESS, or to refund the fee paid for cancelled Training - without any further claims from the Ordering Party. The Ordering Party or the Participant shall be informed of the cancellation of the Training by e-mail, fax or telephone call confirmed in writing.
3. Non-participation of a Participant in a Training organised by INPROGRESS shall not release the Ordering Party from the obligation to pay fees in accordance with the Agreement for the provision of training services, nor shall it constitute grounds for their return.
4. Reimbursement of paid Training fees referred to in sections 2 and 3 shall be made exclusively in the form in which payment for the Training was made, unless the Parties mutually agree on a different settlement method. The textbook fee shall be reimbursed when the textbook is returned undamaged and unused. The cost of returning the textbook shall be borne by the Ordering Party or the Participant.

### **Article 4 Complaints**

1. Complaints of Users, Ordering Parties and Participants may only be submitted in writing in electronic correspondence addressed to INPROGRESS or by post to INPROGRESS'

address. Such complaints shall be dealt with within 60 days, the expiry of which shall not constitute recognition of the complaint.

2. Liability of INPROGRESS for unintentional non-performance or unintentional improper performance of an obligation shall be excluded.