



### CONTRACT TEMPLATE

The agreement concluded on the date of the last signature between:  
Pawińskiego 5B, 02-106 Warsaw, entered into the register of Scientific Institutes of the Polish Academy of Sciences under number RIN-IV-48/98, using NIP 525-000-89-79, REGON 000326026, represented by:

**Lord**.....  
hereinafter referred to as the "**Ordering Party**",

a:

..... with its registered office in .....,  
ul. ...., entered into the National Court Register under the  
number ....., using the NIP number: ....., REGON: .....,  
represented by:

.....  
hereinafter referred to as the "**Contractor**",  
hereinafter collectively referred to as the "**Parties**" to this Agreement.

In the proceedings conducted on the basis of the Article 11 paragraph 5 item 1 of the Act of 11 September 2019. Public Procurement Law, the following agreement was concluded:

### § 1

#### Subject of the contract

1. The subject of the contract is the **delivery of 2 (two) pieces** brand new **scalar magnetometers with equipment** with technical parameters specified in the Description of the Subject of the Order ("OPZ"), constituting Appendix No. 1 to the Agreement, hereinafter referred to as: "**equipment**", "**device**" or "**subject of the Agreement**" and in accordance with the Contractor's offer of ..... ("Offer"), constituting Appendix No. 2 to the Agreement.
2. The subject matter of the Contract includes the delivery of complete equipment to the Ordering Party's premises, at the expense and risk of the Contractor, and the provision of full documentation of the equipment, including, m.in the operating manual.
3. The Contractor declares that the offered equipment is brand new and has not been used, is free from physical and legal defects and that it is its exclusive property, is not encumbered with any right in favor of a third party and that the Contractor is not subject to any exclusions or limitations in legal or factual disposal, and that no court or out-of-court proceedings are pending, concerning the equipment, and that he is not aware of any third-party claims that would even indirectly relate to the equipment.

## § 2 Completion date

The Contractor shall deliver the equipment to the Ordering Party's registered office in Warsaw, Pawińskiego 5B, 02-106 Warsaw, within 8 (eight) weeks from the date of conclusion of the Contract.

## § 3 Conditions for the performance of the subject of the Agreement

1. The Contractor is obliged to perform the subject of the Contract described in § 1 section 1 within the time limit specified in § 2 of this Contract.
2. The place of delivery of the equipment is: the seat of the Ordering Party - Institute of Fundamental Technological Research of the Polish Academy of Sciences in Warsaw (02-106 Warsaw), 5B Pawińskiego Street, **room 021**.
3. The Contractor shall notify the Ordering Party of the delivery date at least 2 working days before the date of the planned delivery via e-mail to the e-mail address indicated in § 5 section 1 of this contract.
4. The Contractor shall deliver the subject of the contract to the address indicated in paragraph 2 with the indication of the person mentioned in § 5 section 1.
5. The Contractor is obliged to properly secure the equipment during its transport and bears full responsibility for its delivery, quality and damage caused during transport.
6. The acceptance of the equipment will take place on the basis of the Acceptance Report, which will be the basis for the Contractor to issue an invoice. The template of the Acceptance Report is attached as Appendix No. 3 to the Agreement. Contractor will consider the confirmation from the courier that the shipment was delivered to account for the final acceptance.
7. Before signing the Acceptance Report, the Contractor will provide the Ordering Party with full documentation regarding the delivered device.
8. The Contractor is obliged to deliver the complete ordered device, once and in full.
9. If it is found that the supplied equipment, in whole or in part:
  - 1) is inconsistent with the parameters specified in the Contractor's offer or the requirements contained in the request for proposal and appendices to the contract, or
  - 2) is incomplete, or
  - 3) has signs of external damage, or
  - 4) does not work or malfunctions,The Ordering Party will refuse to accept the equipment by drawing up a protocol containing the reasons for the refusal to accept it. Delivery will not be considered completed until the subject of the Contract is delivered complete, free from defects.
10. Upon signing the acceptance protocol, the benefits and burdens related to the subject of the Contract and the risk of its accidental loss or damage will be transferred to the Ordering Party, except for the provisions of the warranty agreement and customary warranty.
11. The Contractor is responsible for the delivered equipment until the final acceptance report is signed.
12. The acceptance of the equipment by the Ordering Party by signing the acceptance report does not release the Contractor from claims from the Ordering Party under the quality guarantee and warranty for defects.
13. The Contractor provides the Ordering Party with a ..... **-month Warranty** for the offered equipment. The period of liability under the warranty for defects is equal to the warranty period. Warranties commence on the date of shipment. If the equipment fails due to manufacturing defects during the

warranty period, the Contractor will repair or replace the defective item at its facility at no charge to the Ordering Party for parts and labor. The cost to ship the equipment to the Contractor's facility and back to the Ordering Party's site is for the Ordering Party's account. The Contractor must be notified within 7 days of failure of the system to initiate a warranty claim. The Contractor will establish to its satisfaction that failures have not been the result of abuse or improper deployment of the system. The limited warranty provided here is in lieu of all other warranties expressed or implied (including the implied warranties of merchantability and fitness for a particular purpose) and of all other obligations or liability on the part of the Contractor, and the Contractor neither assumes nor authorizes any person to assume for it any other liability.

14. The Contractor shall not be liable for special, incidental or consequential damages of any nature (including, but not limited to lost revenue or profits) with respect to any merchandise or services sold, delivered or rendered hereunder.
15. The Contractor is obliged during the warranty period to repair the Device if the equipment fails due to manufacturing defects during the warranty period. The Contractor will repair or replace the defective item at its facility at no charge to the Ordering Party for parts and labor. The cost to ship the equipment to the Contractor's factory and back to the Ordering Party's site is for the Ordering Party's account.
16. Damage will be immediately reported to the Contractor by an employee of the Ordering Party by electronic means specified in § 5 section 2 of the Agreement.
17. The repair time of the equipment, counted from the date of reporting the failure, is 30 working days. If, during the period referred to in the preceding sentence, it turns out that it is necessary to carry out the service directly in the laboratory or factory of the equipment manufacturer, the date of removal of the defect will be determined by the Parties, taking into account the information about the repair time received from the manufacturer. The deadline referred to in the preceding task will be determined by the persons referred to in § 5 sections 1 and 2 by way of information exchange by e-mail.
18. The costs of delivering the equipment, including the costs of packaging, insurance are borne by the Contractor.
19. If the delivery of equipment requires cross-border transport, it will be made in accordance with the DAP rule of Incoterms 2020. In such a case, the place of delivery of the equipment is the place indicated in the provision of paragraph 2, and the delivery rules indicated in the provisions above apply only to the extent to which they have not been modified by the DAP rule.

#### § 4

#### Remuneration

1. The total remuneration of the Contractor for the performance of the subject of the Contract is net ..... PLN (in words: .....), VAT in the amount of ..... PLN (in words: .....), gross amount ..... PLN (in words: .....)/1. *The total remuneration of the Contractor for the performance of the subject of the Contract is net ..... (in words: .....), VAT in the amount of ..... (in words: .....), gross amount..... (in words: .....).*<sup>1</sup>

<sup>1</sup> the relevant provision of paragraph 1 to be selected after determining the currency of remuneration in accordance with the Contractor's offer

2. The amount specified in paragraph 1 of this paragraph includes all costs related to the performance of the subject of the contract.
3. The amount of the Contractor's total remuneration given in paragraph 1 of this paragraph is final and cannot be changed.
4. The Contracting Authority provides for the possibility of granting the Contractor an advance payment for the performance of the subject matter of the contract, provided that the amount of the advance payment granted does not exceed 50% of the amount indicated in paragraph 1.
5. The advance payment will be paid to the bank account indicated by the Contractor within 7 days from the date of receipt of a correctly issued advance invoice.
6. The remaining part of the remuneration to be paid will be paid once on the basis of a correctly issued invoice by the Contractor after the protocol acceptance of the subject of the Contract without reservations, within 14 days from the date of receipt of the correctly issued invoice.
7. The parties agree that the payment will be made by bank transfer on the basis of a VAT invoice correctly issued by the Contractor.
8. The date of payment is considered to be the date of debiting the payer's bank account.
9. **Invoices should be marked with the number of this Agreement and sent in electronic form to the following e-mail address: [faktury@ippt.pan.pl](mailto:faktury@ippt.pan.pl) with the name and surname of the person indicated in §5 section 1.** Invoices delivered to an address other than the one specified when placing the order will be considered undelivered. After the implementation of the National e-Invoice System (KSeF), invoices issued in connection with the performance of the Agreement will be delivered through this system.
10. A change in the above e-mail address does not constitute an amendment to the Agreement, however, for its effectiveness it is required to notify the Contractor in writing or by e-mail. The consequences of failure to provide information about the change of the e-mail address referred to above are borne by the Ordering Party.

## § 5

### Representatives of the Parties

1. The representative **of the Ordering Party** responsible for supervising the proper performance of the subject of the contract is:
  - ....., tel. ...., e-mail: .....
2. The Contractor's **representative** responsible for supervising the proper performance of the subject of the contract is:
  - ....., tel. ...., e-mail: .....
3. Each Party to the agreement may change the persons referred to in paragraphs 1 and 2 by way of a written statement submitted to the other Party, without the need to sign an annex.

## § 6

### Contractual penalties

1. The Contractor undertakes to pay the Ordering Party a contractual penalty in the event of:
  - a) withdrawal from the agreement referred to in § 8 section 1 or 2 in the amount of 5% of the gross remuneration referred to in § 4 section 1,
  - b) delay in the performance of the subject matter of the Agreement in the amount of 0.2% of the gross remuneration referred to in § 4 section 1 of the Agreement, for each day of delay, provided

that the amount of contractual penalties for delay may not exceed 20% of the gross remuneration referred to in § 4 section 1 of the Agreement.

2. The Ordering Party undertakes to pay the Contractor a contractual penalty in the event of the Contractor's withdrawal from the Contract for reasons for which the Ordering Party is responsible, in the amount of 5% of the Contractor's total remuneration specified in § 4 section 1.
3. Contractual penalties may be deducted from the Contractor's receivables.
4. The Ordering Party may claim compensation under the general principles of the Civil Code up to the total amount of the Contractor's remuneration indicated in § 4 section 1 of the Contract. .

## **§ 7**

### **Personal data**

1. As part of the performance of the Contract, the Contractor may find it necessary to process personal data. In such a case, the Contractor will become a controller within the meaning of the General Data Protection Regulation (GDPR).
2. The Ordering Party does not specify the purpose or methods of processing personal data by the Contractor in connection with the performance of the Contract (the Contractor is not an entity processing personal data on behalf of the Ordering Party).
3. If the Ordering Party deems it necessary to obtain, in connection with the performance of the Contract, certain personal data, the administrator of which is the Contractor, it may request the Contractor to provide such personal data. In such a case, the Contractor undertakes to make personal data available to the Ordering Party.

## **§ 8**

### **Termination of the contract**

1. The Ordering Party may withdraw from the Contract in part or in whole, by virtue of a unilateral statement, without setting an additional deadline, if the Contractor's delay in performing the subject of the Contract exceeds 14 days beyond the deadline indicated in § 2. The Ordering Party may exercise the right to withdraw from the Agreement within 30 days after the expiry of the period referred to in the previous sentence.
2. If the Contractor performs the subject of the Contract in a defective manner or contrary to the Contract, the Ordering Party shall call on the Contractor to change the manner of performance of the subject of the Contract, indicating in the justification to what extent and what constitutes defective or contrary to the Contract performance of its subject. The change will take place immediately, no later than within 5 working days from the date of the call. After the ineffective expiry of the set deadline, the Ordering Party may withdraw from the Agreement within 30 days from the date of ineffective expiry of the deadline.
3. The statement of withdrawal from the Agreement must be made in writing under pain of nullity.

## **§ 9**

### **Final provisions**

1. In matters not regulated by this agreement, the provisions of the Polish Civil Code and other provisions of law generally applicable in Poland shall apply.

2. Any disputes that may arise in connection with this contract shall be resolved by the common court having jurisdiction over the Ordering Party's registered office.
3. Any changes to the agreement may be made in writing under pain of nullity.
4. The Agreement has been drawn up in electronic form, in accordance with Article 78<sup>1</sup> § 1 of the Civil Code and is concluded on the date of signature by the last of the Parties.

**Attachments:**

Appendix No. 1 – Description of the subject of the contract

Appendix No. 2 – Contractor's offer of .....

Appendix No. 3 – Template of the acceptance report

**Contractor**

**Ordering Party**

.....  
(SIGNATURE)

.....  
(SIGNATURE)