**Attachment No. 2**

**Contract Template No. 4.4/HotHybrids/2024**

Entered in Gdańsk on ……………………………, between:

The University of Gdańsk, with its registered office in Gdańsk, address: ul. Jana Bażyńskiego 8, Gdańsk 80-309, REGON 000001330, NIP 5840203239, represented by: Prof. Adriana Zaleska-Medynska, project manager of "Pioneering hybrid materials for CO2 photoconversion," hereinafter referred to as the Ordering Party,

and

the company ………………………………………… with its registered office in ………………………………………………………………………..,NIP……………………,represented by ………………………………………………………., hereinafter referred to as the Contractor.

§ 1.

1. The subject of the contract is the purchase and delivery of consumables for the Ordering Party within the project "Pioneering hybrid materials for CO2 photoconversion" (acronym HotHybrids). No: NOR/SGS/HotHybrids/0130/2020-00. The project is financed by the Financial Mechanism of the European Economic Area (EEA) and the Norwegian Financial Mechanism 2014-2021.

2. The characteristics of the purchases and deliveries within the project are specified in the request for quotation number 4.4/HotHybrids/2024. The total value of the contract, by the offer submitted in the mentioned tender, amounts to ...………………………………………………………………….

The completed Offer Form is an integral part of this contract.

3. The Contractor declares that they have the required authorizations and qualifications for the proper execution of the contract, i.e., they have the necessary authorizations to carry out the subject of the contract and have personnel capable of performing the assigned deliveries within the specified deadlines in this contract.

4. Product deliveries will take place within a non-extendable period of 6 months from the date of contract conclusion. The Ordering Party allows the possibility of delays in order delivery caused by force majeure, which cannot be prevented. In the event of the impossibility of delivering the order within the deadline specified in the offer, the Contractor will inform the Ordering Party of the anticipated delay.

5. Place of delivery: to the premises of the Ordering Party (80-308 Gdańsk, ul. Wita Stwosza 63, University of Gdańsk, Faculty of Chemistry, Department of Environmental Technology).

§ 2.

The Contractor cannot assign, in whole or in part, the performance of the subject of the contract to other persons without the written consent of the Ordering Party.

§ 3.

The Contractor undertakes to:

1. Allow the Ordering Party to inspect documents related to the implementation of the provisions of this contract.

2. Promptly inform the Ordering Party of any problems related to the implementation of this contract.

§ 4.

The contract is concluded from the date of the contract until the date of delivery of the order.

§ 5.

The following payment conditions have been established:

a) Payment for the invoice will be made upon receipt of the order.

b) Payment will be made based on an invoice issued by the Contractor with a payment term specified by the Contractor (14 or 30 days) from the date of receiving a correctly issued invoice.

c) The payment will be made by transfer to the Contractor's account specified on the invoice.

d) The day of payment is considered the day the transfer instruction is submitted to the bank by the Ordering Party.

§ 6.

1. Rights and obligations arising from this contract and other agreements between the parties cannot be assigned, transferred, or in any other form passed on to third parties without the prior consent of the Ordering Party.

2. The Contractor shall maintain confidentiality regarding the content of the contract, as well as personal information obtained during the execution of the contract, under the penalty of full compensatory liability.

§ 7.

Designated persons for contact in connection with the implementation of this contract:

a) on the side of the Ordering Party:

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

b) on the side of the Contractor:

……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

§ 8.

1. Any changes to the contract require a written form under the penalty of invalidity.

2. In all matters not regulated by this contract, the relevant provisions of the law apply, in particular the provisions of the Civil Code.

3. Disputes between the parties shall be settled by the court competent for the location of the Ordering Party.

§ 9.

The contract is drawn up in two identical copies, one copy for the Ordering Party and one copy for the Contractor.

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