

SUPPLY AGREEMENT NO. 011/FENG/2024

Concluded in Działdowo, as of 2024, by and between:

HEINZ-PLASTICS Polska limited liability company with its head office in Działdowo (13-200) at ul. Przemysłowa 57, entered into the register of entrepreneurs kept by the District Court in Olsztyn, 8th Commercial Division of the National Court Register under registration number KRS 0000017655, with tax identification number NIP: 571-14-58-954, and statistical number REGON: 130339947, hereinafter referred to as the "**Ordering Party**", represented by:

Xxx

Xxx

and

XXXXXXXXXXXX

The Ordering Party and the Supplier are hereinafter collectively referred to as the "**Parties**" and each individually as the "**Party**".

WHEREAS:

- (A) The Supplier was awarded in a procurement procedure conducted in accordance with the principle of competition / The Supplier was awarded following the publication of a single-source announcement"
- (B) The Agreement will be implemented under the project FENG.01.01-IP.01-A02Y/23, Project title: "Development and launch of technology for maintenance-free, fully autonomous assembly, control and packaging of premium cosmetic packaging elements, implemented using a product innovation in the form of thermoformed trays designed and manufactured using artificial intelligence"

NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

§ 1. SUBJECT MATTER OF THE AGREEMENT

1.1. The subject matter of the Agreement is delivery to the Ordering Party:

Supply of multilayer film for thermoforming technology (hereinafter referred to as the "**Subject matter of the Agreement**" or the "**Subject of the Order**") under the terms and conditions specified in the Agreement, in accordance with the assumptions specified in the Request for Quotation No. 011/FENG/2024 and in accordance with the Supplier's offer, constituting Annex No. 1 to the Agreement (hereinafter referred to as the "**Offer**").

1.2. The ownership rights, benefits and burdens as well as the risk of accidental loss of the Subject of the Order are transferred to the Ordering Party upon the signature by the Ordering Party, without any reservations, of the Acceptance Protocol of the Subject of the Order, in accordance with par. 5.2 of the Agreement.

1.3. The Supplier sells the Subject of the Order to the Ordering Party along with specification.

§ 2. REMUNERATION AND FORM OF PAYMENT

2.1 The Ordering Party will pay the Supplier the remuneration in the total amount of net **XXXX** (in words: xxxxxxxxxxxxxx EUR/PLN) plus the amount of VAT due in the amount of%, i.e. 0 EUR (in words: /100 EUR/PLN) (hereinafter referred to as the "**Remuneration**") as follows:

2.2 The Parties agree that the entire Remuneration will be paid:

2.2.1 100% after final acceptance, confirmed by the delivery note

and on the basis of a correctly issued invoice within **60 days** from the date of its issuance.

2.3 The Remuneration is consistent with the Supplier's Offer and includes all pricing components resulting from the scope and method of implementation of the Subject matter of the Agreement.

2.4 The Remuneration will be paid by transfer to the Supplier's bank account indicated on the invoice. For the purposes of this Agreement, the payment date will be the date on which the Ordering Party's account is debited with the appropriate amount indicated in the bank transfer order.

§ 3. DELIVERY DATE

3.1 The Supplier undertakes to deliver the Subject of the Order within **(no longer than 50th week of 2024)**.

3.2 The day of completion of the Subject of the Order is the day of signing the Delivery note.

3.3 In order to effectively and timely perform the Agreement, the Supplier undertakes to inform the Ordering Party without undue delay about events and circumstances that may change the delivery date. The Supplier and the Ordering Party undertake to plan and take actions in good faith to avoid delays in the completion of the Subject of the Agreement.

§ 4. DELIVERY OF THE SUBJECT OF THE ORDER TO THE ORDERING PARTY

4.1 The Supplier is obliged to deliver the Subject of the Order meeting the requirements specified in the Request for Quotation No. 011/FENG/2024 (constituting Annex No. 2 to the Agreement) and the Supplier's Offer to the Ordering Party's production plant located in Działdowo (13-200) at ul. Przemysłowa 57.

§ 5. ACCEPTANCE OF THE SUBJECT OF THE ORDER

5.1 Acceptance of the Subject of the Order will consist in checking the compliance of the Subject of the Order delivered to the Ordering Party with the requirements and assumptions specified in the Request for Quotation No. 011/FENG/2024 and the Supplier's Offer.

5.2 After receiving the Subject of the Order, the Ordering Party verifies the compliance of the received components with the Agreement, then signs Delivery note .

§ 6. CONTRACTUAL PENALTIES

6.1 The Ordering Party will pay the Supplier a contractual penalty of 2% of the net remuneration specified in §2 par.2.1 of this Agreement for withdrawal from the Agreement by the Supplier due to reasons attributable to the Ordering Party.

6.2 The Supplier will pay the Ordering Party a contractual penalty of 2% of the net remuneration specified in §2 par.2.1 of this Agreement for withdrawal from the Agreement by the Ordering Party due to reasons attributable to the Supplier.

6.3 The Supplier will pay the Ordering Party a contractual penalty of 0.1% of the net remuneration for:

- a) each week of delay in relation to the deadline specified in § 3 par. 3.1 of this Agreement for reasons attributable to the Supplier, subject to par. 6.4.

6.4 Penalties are not charged for the first 5 days of delay.

6.5 The contractual penalties provided for in this paragraph may be deducted from the Remuneration due to the Supplier.

6.6 The maximum limit of contractual penalties that the Ordering Party may charge to the Supplier is 2% of the value of the net remuneration of the Agreement.

§ 7. AMENDMENTS TO THE AGREEMENT

7.1 The Parties reserves the right to make significant amendments to the provisions of the Agreement concluded compared to the content of the offer on the basis of which the Supplier was awarded, to the extent and situations as follows:

- a) changes in the provisions of European Union or national law to the extent affecting the implementation of the Agreement (in particular changes in VAT rates);
- b) correcting the technical parameters of the Subject of the Order, without affecting the net lump sum price;
- c) extending the order completion date due to the need to perform additional work, the execution of which is necessary for the proper performance of the Agreement and the execution of which the Parties, acting with due diligence, could not have predicted in advance;
- d) extension of the order completion date due to force majeure, along with all the consequences resulting from the extension of this completion date;

- e) extending the order completion date for other reasons beyond the control of the Supplier;
- f) changing the parameters of the Subject of the Order, change in the material scope of the Agreement and change in the method of performing the order, not resulting in a change in the nature of the Agreement - technological changes, in particular: the need to perform the order using technical/technological and material solutions other than those indicated in the request for quotation, in a situation where the application of the assumed solutions would result in non-performance or defective performance of the Agreement;
- g) changes listed in par. 3.2.4 point 4 of the Guidelines on the eligibility of costs for 2021-2027.

7.2. The Parties also provides for the possibility of making insignificant changes to the provisions of the concluded Agreement in relation to the content of the offer on the basis of which the Supplier was awarded.

7.3. Changes and amendments to the Agreement will be introduced in the form of an annex signed by both Parties, and the possibility of introducing them based on mutual consent.

§ 8. WARRANTY TERMS AND CONDITIONS

- 8.1. The Supplier grants the Ordering Party, a month warranty (minimum 6 months of warranty).
- 8.2. All transport costs and other costs related to replacement under warranty shall be borne by the Supplier.
- 8.3. Complaints may be sent in writing to the address of the Supplier or the manufacturer of the Subject matter of the Agreement (if other than the Supplier) to the e-mail address **XXXXXXXXXXXX**.

§ 9. CONFIDENTIALITY

- 9.1. The Supplier undertakes to keep confidential information learned in connection with the performance of this Agreement, the disclosure of which to third parties could expose the Ordering Party to damage (hereinafter referred to as "**Confidential Information**") and to use Confidential Information only as intended to perform this Agreement.
- 9.2. By Confidential Information, the Parties understand financial and economic information, as well as information regarding the technologies applied, work organization, methods of conducting commercial activities, including documentation regarding the Line, plans, drawings, computer software, research and test results, etc.
- 9.3. The obligation of confidentiality applies during the term of this Agreement and for a period of 2 years after the expiry of the quality warranty period.
- 9.4. In the event of a breach of the confidentiality obligation, the Supplier will pay the Ordering Party a contractual penalty of 5000 EUR for each breach. The Ordering Party may claim compensation exceeding the value of the contractual penalty.

§ 10. WITHDRAWAL RIGHT

- 10.1. The Ordering Party has the right to withdraw from the Agreement with immediate effect in the following situations:
 - a) if the Supplier delays the delivery for a period exceeding 30 days,
 - b) if the Subject matter of the Agreement has significant defects that cannot be removed, or if the circumstances show that the Supplier will not be able to remove them within an additional period agreed by the Parties, or the time designated for their removal has already expired,
 - c) deterioration of the Supplier's financial situation to an extent that prevents proper implementation of the Agreement.
- 10.2. The Ordering Party may exercise the contractual right of withdrawal within 30 days from the occurrence of the grounds specified in points a) - c) above.

§ 11. FINAL PROVISIONS

- 11.1. Any changes to this Agreement must be made in writing, otherwise they will be null and void.
- 11.2. Neither Party has the right to transfer its rights and obligations under this Agreement to a third party without the written consent of the other Party.
- 11.3. **Governing Law.** In matters not regulated in the Agreement, the relevant provisions of Ordering Party's registered office.
- 11.4. **Dispute resolution.** The Parties will attempt to resolve any disputes arising from or relating to the Agreement in an amicable manner, through negotiations. Disputes not resolved in this way will be resolved by the court having jurisdiction over the registered office of the Ordering Party.
- 11.5. **Contact persons:**
 - i. The persons authorized by the Ordering Party to permanently contact the Supplier regarding the implementation of the Subject matter of the Agreement are:
Wojciech Korzeniewski, Wojciech.Korzeniewski@heinz-glas.com



Fundusze Europejskie
dla Nowoczesnej Gospodarki



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



NCBR
Narodowe Centrum Badań i Rozwoju

- ii. The person authorized by the Supplier to permanently contact the Ordering Party regarding the implementation of the Subject matter of the Agreement is:

XXXXXXXXXXXXXX

11.6. **Entire Agreement.** This Agreement, together with the Annexes which constitute an integral part hereof, constitute the entire Agreement between the Parties, superseding, to the greatest extent possible, all previous written or oral agreements relating to the Subject matter of this Agreement.

Annexes:

Annex 1 – Supplier's Offer dated as of XXXXXXXXXXXX

Annex 2 - Request for Quotation no. 011/FENG/2024

11.7. **Counterparts.** This Agreement has been signed in 2 (two) identical copies, one for each Party.

.....
ORDERING PARTY

.....
SUPPLIER