

Appendix No. 4

DESIGNED PROVISIONS OF THE TEMPLATE AGREEMENT

AGREEMENT No.

concluded on2025, between:

Ł.KARWALA Spółka Komandytowa, with its registered office at ul. Łukaszewicza 172, 42-130 Szarlejka, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Częstochowa, 17th Commercial Division of the National Court Register under KRS number 0000609014, NIP: 5742059942, Regon 364003829,

represented by: Łukasz Karwala, hereinafter referred to as **the ORDERING PARTY**

and , with its registered office at , NIP: , REGON: , represented by , hereinafter referred to as **the CONTRACTOR**

as a result of the public procurement procedure in the request for quotation mode and selecting the most advantageous offer, the Ordering Party orders, and The Contractor undertakes to complete the order for **the delivery of Q1, Q3, Q6, Q10 mannequins and sensors with calibration in compliance with ECE R129 regulations, along with personnel training for proper handling in implementing a project entitled: "Research and development work on the creation of an innovative ultralight system for transporting children up to 3 years of age AVIONAUT SAFE with an increased level of safety and improved travel comfort" number FENG.01.01-IP.01-A0GF/24.**

§ 1

SUBJECT OF THE CONTRACT

1. The Contractor sells and delivers at the Ordering Party's expense and implements a data acquisition and processing system, and the Ordering Party purchases brand new products listed below for the purposes of implementing the project: "Research and development work on the creation of an innovative ultra-light transport system for children up to 3 years old AVIONAUT SAFE with an increased level of safety and improved travel comfort", in accordance with the description of the subject of the order (OPZ), which is an annex to the contract:

No.	Product name	the total amount

1	Q1 mannequin with instrumentation compliant with ECE R129 regulations	1 set
2	Q3 mannequin with instrumentation compliant with ECE R129 regulations	1 set
3	Q6 mannequin with instrumentation compliant with ECE R129 regulations	1 set
4	Q10 mannequin with instrumentation compliant with ECE R129 regulations	1 set

CPV code, Description

38970000-5 - Research, testing, and scientific technical simulators

80511000-9 - Staff training services

2. The Contractor's offer of..... constitutes an integral part of this contract (Appendix No. 1).
3. The detailed definition and scope of the subject matter of the contract are included in the Description of the Subject Matter of the Order, which constitutes an integral annex to this contract (Appendix No. 2).
4. The Contractor declares that the products constituting the subject of the contract:
 - are brand new, unused, free from defects and faults,
 - meet all the requirements specified by the Ordering Party in the OPZ.
5. As part of the remuneration specified in § 4 sec. 2 of this agreement the Conductor shall provide training for the Ordering Party's personnel regarding device operation for a minimum of 12 hours.

§ 2

DATES FOR IMPLEMENTATION OF THE SUBJECT OF THE AGREEMENT

1. Delivery of the subject of the contract will take place **within 90 days** from the date of signing the contract, i.e. by
2. Place of delivery: **company headquarters, ul. Łukaszewicza 172, 42-130 Wręczyca Wielka Szarlejka.**
3. The Contractor will notify the Ordering Party by phone or e-mail about a specific delivery date at least two business days in advance.
4. The acceptance of the subject of the contract by the Ordering Party will take place on the basis of an acceptance report by an authorized representative of the Ordering Party. The Ordering Party reserves the right to sign the acceptance protocol after

checking the delivery assortment constituting the subject of the contract within 7 business days.

5. The costs of delivery and release of the subject of the contract are borne by the Ordering Party.
6. Upon receipt of the subject of the contract, the risk of accidental loss or damage to the subject of the contract as well as all costs and burdens related to it are transferred to the Ordering Party.

§ 3

PERSONS SUPERVISING THE EXECUTION OF THE AGREEMENT

1. The Ordering Party appoints **Mr/Mrs.**, as the responsible person on the part of the Ordering Party for the execution of the order that is the subject of this contract, including signing the acceptance protocol of the subject of the order.
2. For mutual contacts during the implementation of the contract and signing the acceptance protocol of the subject of the order, the Contractor establishes
3. The Parties allow for the unilateral signing of the acceptance protocol by the Ordering Party.

§ 4

REMUNERATION

1. The Parties agree that their form of remuneration, in accordance with the Contractor's offer, will be a lump sum remuneration.
2. The Ordering Party will pay the Contractor for the delivery of the subject of the order, net remuneration in the amount of PLN , plus VAT in the amount of PLN , which gives a total gross amount of PLN in words: PLN.
3. The basis for payment will be the acceptance report approved by the Ordering Party.
4. The remuneration specified in section 2 includes all costs of order execution (the costs of mannequins and their calibration along with instrumentation, loading, transportation, unloading, insurance, implementation, and personnel training) and will not be subject to indexation during the contract period.

§ 5

PAYMENTS

1. An invoice for the completion of the subject of the contract should be issued as follows:

- 1.1. The following will be indicated on the invoice as the buyer: Ł.KARWALA Spółka Komandytowa, ul. Łukaszewicza 172, 42-130 Szarlejka, NIP: 5742059942.
 - 1.2. The parties assume that the payment date is the date of debiting the Ordering Party's bank account.
2. In the case of delivery of goods or services specified in Annex 15 to the Act on tax on goods and services (i.e Journal Laws of 2024, item 361 as amended) documented with an invoice in which the total amount due is the amount referred to in Art. 19 point 2 of the Act of March 6, 2018 - Entrepreneurs' Law, the contracting authority informs about the obligation to use the "split payment mechanism" referred to in Art. 106e point. 18a) and art. 108a section 1a) of the Act on tax on goods and services (i.e Journal Laws of 2024, item 361 as amended).
3. Payment of the remuneration due to the Contractor will be made within **14 days** from the date of delivery of a correctly prepared invoice to the Ordering Party, after approval of the acceptance protocol.
4. Payments will be made to the Contractor's bank account No., provided that the bank account must match the account number disclosed in the list kept by the Head of the National Tax Administration. If a different bank account is disclosed in the list, the remuneration payment will be made to the bank account disclosed in this list.
5. If it is impossible to make the payment in the manner indicated in section 3 above, due to the failure to disclose the Contractor's bank account number in the list, the Ordering Party will be entitled to withhold remuneration payments to the Contractor.
6. In the situation referred to in section 4 above, the payment will be made no later than within 7 business days from the day following the Contractor's notification to the Ordering Party that his bank account appears on the list.
7. The Parties agree that the occurrence of the circumstances referred to in section 3 and 4 above, releases the Ordering Party from the obligation to pay interest for delay for the period between the payment deadline set in the contract and the date of payment by the Ordering Party to the Contractor referred to in section 5 above, as well as from the obligation to repair the damage and any other claims related thereto.

8. An incorrectly issued invoice or lack of an acceptance protocol will result in the Ordering Party refusing to pay the invoice. In such a situation, the invoice payment deadline will be counted from the date of removal of the deficiencies.

§ 6 CONTRACTUAL PENALTIES

1. The parties agree that their form of compensation for non-performance or improper performance of the subject of the contract will be contractual penalties.
2. The Contractor will pay the Ordering Party contractual penalties:
 - a) In the event of failure to perform the contract within the period specified in § 2 section 1 of the contract, the Contractor will pay the Ordering Party a contractual penalty in the amount of 0.2% of the gross remuneration specified in § 4 section 2, for each day of delay,
 - b) for the Ordering Party's or the Contractor's withdrawal from the contract for reasons attributable to the Contractor in the amount of 10% of the total gross lump sum price specified in § 4 section 2.
 - c) for the Ordering Party's or the Contractor's withdrawal from the contract for reasons attributable to the Ordering Party in the amount of 10% of the total gross lump sum price given in § 4 section 2.
3. The Ordering Party will issue a demand to the Contractor for payment of the specified penalties in paragraph 2. The due penalties must be paid by the Contractor within 5 days from the date of submission of the payment request by the Ordering Party.
4. If the Contractor fails to pay the penalties specified in the payment request, referred to in section 3, the Ordering Party may deduct the contractual penalties due from the Contractor's remuneration.
5. The Ordering Party reserves the right to additional compensation exceeding the amount of contractual penalties up to the amount of the actual damage suffered.
6. Financial penalties are not mutually exclusive and may be claimed jointly in connection with the occurrence of each of the conditions for their calculation.
7. The total amount of contractual penalties charged may not exceed 20% of the total gross lump sum remuneration specified in § 4 section 2 contracts.

§ 7 SUBCONTRACTORS

1. The contractor may entrust the performance of part of the contract to a subcontractor.
2. Ordering part of the delivery to subcontractors does not change the Contractor's obligations towards the Ordering Party for the performance of this part of the order.

§ 8 GUARANTEE

1. The Parties agree that **the Contractor's liability under the warranty covering the subject of the contract is 12 months.**
2. The Parties unanimously declare that this Agreement constitutes a warranty document within the meaning of Art. 577 § 1 of the Civil Code

§ 9 WITHDRAWAL FROM THE CONTRACT

In addition to the cases listed in Title XV of the Civil Code, the parties have the right to withdraw from the contract in the following situations:

1. The ordering party has the right to withdraw from the contract:
 - a) in the event of a significant change in circumstances causing the performance of the contract to be no longer in the public interest, which could not have been foreseen
at the time of conclusion of the contract; withdrawal from the contract in this case may take place within one month of becoming aware of the above circumstances;
 - b) the Contractor's liquidation proceedings will be opened;
 - c) The Contractor has not started the delivery without justified reasons and does not continue it or performs the subject of the contract incorrectly, despite the Ordering Party's request submitted in writing;
2. The contractor has the right to withdraw from the contract, in particular if:
 - a) The Ordering Party fails to fulfill its obligation to pay invoices despite an additional request within one month from the expiry of the deadline for payment of invoices specified in this agreement;

- b) The ordering party refuses to accept the works that are the subject of the contract without a justified reason or refuses to sign the acceptance protocol;
 - c) The Ordering Party will notify the Contractor that due to the occurrence of previously unforeseen circumstances, it will not be able to fulfill its contractual obligations towards the Contractor.
3. In matters not regulated by this agreement, the provisions of the Civil Code shall apply.

§ 10

CHANGES TO THE AGREEMENT

1. Changes to the essential provisions of the contract in relation to the content of the offer on the basis of which the Contractor was selected are not allowed, except for the possibilities of making such changes provided for by the Ordering Party in this contract.
2. In addition to the possibility of making changes to the contract that do not require the preparation of an annex to the contract, the Ordering Party also provides for the possibility of changing the provisions of the contract in the event of significant circumstances, in particular:
 - a) force majeure understood as an external event, impossible to predict and impossible to prevent (catastrophic actions of nature - e.g. flood, fire) and some disturbances of collective life (e.g. street riots, terrorist attacks, epidemics and pandemics, disruption of the supply chain in connection with aggression against Ukraine) - the order completion date may change;
 - b) the ordering party allows a change in the order completion date due to the lack of a given product on the market, justified by the manufacturer, resulting in the inability of the Contractor to complete the delivery.
 - c) The Ordering Party allows for changes to the assortment constituting the subject of delivery in the event of withdrawal of the product from sale. In such a case, the Contractor will provide a replacement product constituting the subject of the contract with parameters equal or higher than those indicated in the OPZ.
 - d) when there is a change in generally applicable legal provisions to the extent affecting the implementation of the subject of the order or another circumstance that arose after signing the contract beyond the control of the Parties - the order completion date, the scope of the subject of the order in which the change will be



introduced and, possibly, the Contractor's remuneration determined in particular may change based on negotiations;

- e) when another legal, economic or technical circumstance occurs, impossible to predict at the time of concluding the contract, for which neither party is responsible, resulting in the inability to properly perform the contract, in accordance with the Description of the Subject of the Order (OPZ) - the Ordering Party allows for the possibility of amending the contract, in particular, the order completion date, changes in the rules for payment of remuneration;
- f) in the event that there is a need, impossible to predict in advance by the Ordering Party and the Contractor, to divide the subject of the order during the execution of the order into stages that will contribute to accelerating the delivery process, the Ordering Party allows in particular a change consisting in the possibility of dividing the order into stages and the related possibility division of payments for individual stages;
- g) in the event that there is a need, impossible to predict in advance by the Ordering Party and the Contractor, to modify the rules for payment of the contractual remuneration (including the mode and frequency of issuing invoices, the rules and deadlines for settlements and making payments between the parties), as well as the rules and mode for accepting the subject of the order (including types and dates of acceptance activities), resulting in particular from the principles of financing the project implementation or the need to spend budget funds included in the Employer's material and financial plan, or the occurrence of other circumstances justifying the introduction of such a modification;
- h) when the changes concern the provision of additional deliveries or services from the current contractor, not covered by the basic order, provided that they have become necessary and the following conditions have been met:
 - a. a change of contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,
 - b. a change of contractor would cause significant inconvenience or significant increase in costs for the ordering party,
 - c. the value of changes does not exceed 50% of the order value originally specified in the contract,

- i) the change does not lead to a change in the general nature of the contract and the following conditions have been met:
 - a. the need to change the contract is caused by circumstances that the ordering party, acting with due diligence, could not have predicted,
 - b. the value of changes does not exceed 50% of the original order value agreement,
 - j) the contractor to whom the contracting authority has awarded the contract is to be replaced by a new contractor:
 - as a result of succession, assuming the rights and obligations of the contractor, following takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing contractor or his enterprise, provided that the new contractor meets the conditions for participation in the proceedings and it does not result in other significant changes to the contract, and is not intended to avoid the application of the principle of competition, or
 - as a result of the ordering party taking over the contractor's obligations towards its subcontractors - in the event of a change of subcontractor, the ordering party may conclude an agreement with a new subcontractor without changing the terms of contract execution, taking into account payments made for work completed so far,
 - k) when the change does not lead to a change in the general nature of the contract and the total value of the changes is less than EUR 140,000 in the case of supplies and services and at the same time is less than 10% of the value of the order originally specified in the contract
 - l) due to changes in persons key to the implementation of the contract, e.g. persons representing the Parties (in particular illness, random accidents, unforeseen organizational changes);
 - m) changes in the contact details of the Parties to the contract specified in the contract;
 - n) designation of data regarding the Ordering Party and/or the Contractor.
3. All changes to the contract must be made in writing under pain of nullity.

§ 11

PERSONAL DATA PROTECTION



1. The Parties mutually agree that the personal data of persons designated as working contacts and responsible for the coordination and implementation of this Agreement are processed based on the legitimate interests of the Parties consisting in the need for continuous exchange of working contacts as part of the implementation of this agreement and that neither Party will use this data for any purpose other than the implementation of this agreement.
2. Each Party declares that the persons designated as working contacts and responsible for the coordination and implementation of this Agreement, as well as persons who are a Party or representatives of the Parties to this Agreement, have information regarding the processing of their personal data by the Parties for the purposes of implementing this agreement.
3. The Contractor was informed about the principles of processing his personal data by the Ordering Party in accordance with the information clause on the processing of personal data.
4. The Contractor consents to the processing of his personal data contained in this contract in the form of a telephone number and e-mail address for contact purposes carried out by the Ordering Party and entities participating in the implementation of the task referred to in § 1 of this contract.
5. The processing of personal data will be carried out in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - Journal of Laws U. UE.L.2016.119.1), while maintaining the provisions regarding the guarantee of protection of the processing of this data, including the Contractor's access to his personal data and the possibility of changing them.

§ 12 FINAL PROVISIONS

1. The provisions of the Description of the Subject of the Order, the request for quotation and the Contractor's offer are an integral part of this contract.
2. The Parties agree that the only court with jurisdiction over disputes arising from this agreement is the seat of the Ordering Party.



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3. In matters not regulated by this agreement, the provisions of the Civil Code and other special provisions shall apply.
4. This Agreement has been drawn up in two identical copies, one copy for the Ordering Party and one copy for the Contractor.

ORDERING PARTY:

THE CONTRACTOR:

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