

CONTRACT No.

Concluded on day..... 2019, in Warsaw, between:

Astronomical Center M. Kopernika PAN, based in Warsaw, ul. Bartycka 18,  
entered into the register of scientific institutes of the Polish Academy of Sciences under number  
RIN-III-20/98, NIP 525-

000-89-56, represented by

prof. dr hab. Piotr Życki - Center Director,  
referred to in the contract as the "Ordering Party",  
and

.....

called "the Contractor" in the contract,

whereby "Employer" and "Contractor" will be collectively referred to as "Parties", and each of  
separate "Party",

as a result of awarding a public contract, excluding PZP regulations, conducted in accordance with  
Article 4d of the Act of 29 January 2004 Public Procurement Law (Journal of Laws of 2018, item  
1986, as amended).

an agreement was concluded with the following content:

§ 1

The subject of the contract is the delivery ..... hereinafter referred to as "Equipment", to the  
places indicated by

Employer in the tender documentation, in accordance with the offer of the Contractor, constituting  
Annex No. 1

to the contract and a description of the parameters of the delivered Equipment, constituting Annex 2  
(called

together with the "Offer")

§ 2

1. The remuneration for the implementation of the Subject Matter of the contract, the Parties agree  
on the net amount .....

(in words: ..... ) in accordance with the Offer referred to in § 1.

2. The value of the Subject of the contract not leading to the obligation of the Employer  
tax rate is ..... (in words: ..... ). Up to the amount specified in paragraph 1 will be added  
VAT in the amount of ..... %, which is the amount: ..... PLN. Total value of the Item  
contracts not resulting in a tax obligation for the Employer, the Parties agree on  
amount: ..... PLN (in words: ..... )

3. The remuneration includes all costs related to the implementation of the subject  
contracts, including in particular: the cost of transport, unloading, the cost of granting the guarantee  
and warranty

and all other expenses necessary for the proper performance of the subject

4. The Supplier shall not be entitled to a refund of any costs incurred in connection with the  
implementation  
agreement.

§ 3

1. The basis for issuing an invoice will be the acceptance report referred to in § 4 para. 4  
agreement.

2. Payment will be made by bank transfer within 14 days of delivery correctly  
issued invoice to the headquarters of the Employer, to the Contractor's account indicated on the  
invoice.

3. The date of payment shall be the date on which the Employer's bank account is debited.

4. The Contractor has the right to charge statutory interest for late payment  
as for the delay referred to in art. 481 § 2 of the Civil Code.

§ 4.

1. The subject of the contract will be completed within ..... calendar days from the date conclusion of the contract.
  2. The contractual deadline for the completion of the contract referred to in para. 1 may be moved only due to the introduction by the Employer of significant changes in the subject order or force majeure, having a significant impact on the implementation of the Subject of the contract.
  3. In the event of a significant change in circumstances causing that performance of the contract is not within public interest, which could not have been foreseen at the time the contract was concluded, the Employer may withdraw from the contract within 30 days of becoming aware of these circumstances. In this case, the Contractor may only demand the remuneration due to him in respect of performance of part of the contract.
  4. Confirmation of the performance of the Subject of the contract will be a final, faultless protocol receipt, signed by representatives of the Employer and the Contractor, referred to in § 13 paragraph. 4 and 5 of this contract.
  5. The Contractor is obliged to issue an invoice with the date of final, faultless receipt Equipment.
7. The Purchaser undertakes to:
- 1) receipt of the Subject of the contract, consistent with the description of the Equipment contained in Annex 2 to agreement;
  - 2) payment of remuneration within the time limit set by the Parties.

#### § 5

1. The Contractor declares that he will provide the Equipment:
    - 1) possessing properties and meeting technical parameters specified in Annex 2 to this contract;
    - 2) brand new, unused and free from physical defects, in particular without defects reducing its value or utility resulting from its intended use;
    - 3) free from legal defects, in particular not constituting the property of a third party or encumbered with any right of a third party, which excludes or limits the possibility of transferring ownership of the Equipment to the Employer;
    - 4) manufactured not later than 6 months before its delivery to the Employer;
    - 5) meeting the applicable requirements set out in the directives in the field of electromagnetic compatibility and in the field of low-voltage devices, which will be confirmed by copies of relevant documents or a statement of the Contractor, as well as having a CE marking;
    - 6) in accordance with the recommendations, standards and technical and operational requirements in force in the Republic of Poland;
    - 7) from a distribution channel authorized by the manufacturer;
    - 8) complete.
  2. The Contractor declares that he has the appropriate conditions, resources, personal and technical resources, knowledge and experience necessary to properly perform the Subject Matter of the contract.
  3. The contractor undertakes in particular to:
    - 1) timely performance of the Subject of the contract with the highest professional diligence, resulting from the professional nature of his business, in accordance with modern technical knowledge and based on applicable regulations, norms and standards;
- § 5
1. The Contractor declares that he will provide the Equipment:
    - 1) possessing properties and meeting technical parameters specified in Annex 2 to this contract;
    - 2) brand new, unused and free from physical defects, in particular without defects reducing its value or utility resulting from its intended use;

- 3) free from legal defects, in particular not constituting the property of a third party or encumbered with any right of a third party, which excludes or limits the possibility of transferring ownership of the Equipment to the Employer;
  - 4) manufactured not later than 6 months before its delivery to the Employer;
  - 5) meeting the applicable requirements set out in the directives in the field of electromagnetic compatibility and in the field of low-voltage devices, which will be confirmed by copies of relevant documents or a statement of the Contractor, as well as having a CE marking;
  - 6) in accordance with the recommendations, standards and technical and operational requirements in force in the Republic of Poland;
  - 7) from a distribution channel authorized by the manufacturer;
  - 8) complete.
2. The Contractor declares that he has the appropriate conditions, resources, personal and technical resources, knowledge and experience necessary to properly perform the Subject Matter of the contract.
3. The contractor undertakes in particular to:
- 2) consult with the Employer on an ongoing basis issues related to the implementation of the Subject of the contract, provide the Employer at his request with current information on the progress of work related to the performance of the Subject of the contract;
  - 3) immediately inform the authorized representative of the Employer of any obstacles that may threaten the timely performance of the Subject Matter of the contract - on pain of losing the possibility of subsequent reference to such obstacles;
  - 4) delegating to the work covered by this contract people with professional qualifications, experience and education needed to properly perform the Subject Matter of the contract.
4. The Contractor may entrust the execution of part of the Subject Matter of the subcontractor's contract to the extent specified in the Contractor's offer. A subcontractor may not entrust the performance of all or part of the services entrusted to him to further subcontractors.
5. Entrusting a subcontractor to perform part of the Subject of the contract does not change the content of the Contractor's obligations to the Employer for the performance of this part. The contractor is responsible for the actions and omissions of the subcontractors as for its own actions and omissions.

## § 6

1. The Parties agree that the applicable form of compensation for improper performance of the contract will be contractual penalties.
2. If the contract is not fulfilled within the time limit set in § 4, the Employer may charge the Contractor a contractual penalty of 0.2% of the total net value of the Subject Matter of the contract, as specified in § 2 paragraph 1, for each day of delay started, counting from the day following the expiry of the deadline, to the day of receipt. In the case referred to in § 4 para. 5 of this contract, the penalty will be calculated on the value not realized within the delivery period. The Contractor authorizes the Employer to deduct contractual penalties from the Contractor's remuneration.
3. In the event of a delay in removing the defects of the Equipment, ascertained before the final acceptance of the Subject Matter of the contract, the Awarding Entity has the right to charge a contractual penalty of 0.2% of the total net value of the Subject Matter of the contract referred to in § 2 para. 1, for each started day of delay, counting from the day set for removing defects. In the event of a delay in the implementation of activities arising from the terms of the warranty, the Contractor shall pay a contractual penalty of 0.2% of the value of the damaged Equipment for each day of delay starting from the day fixed for removing defects.
4. In the event of withdrawal by one of the Parties due to reasons attributable to the Contractor, the Contractor shall pay the Employer a contractual penalty of 30% of the total net value of the Subject Matter of the contract referred to in § 2 paragraph 1 contract.
5. Payment of the contractual penalties referred to in para. 2 and 3, does not release the Contractor from the obligation to perform the delivery, repair or replacement of the Equipment.

6. The Contractor shall have the right to request the contracting authority to pay a contractual penalty of 10% of the total value of the Subject of the contract if the Contractor withdraws from the contract through the fault of the Ordering Party, except for the circumstances listed in § 4 para. 3.

7. Contractual penalties calculated from various titles up to the date of withdrawal from the contract are added together.

8. Notwithstanding contractual penalties, the Parties shall have the right to seek supplementary compensation on general principles, up to the amount of damage actually suffered.

## § 7

1. The Ordering Party shall make final acceptance of the Equipment within 2 days from the date of notification of readiness to collect.

2. On the day of receipt, the Contractor shall provide the Employer with the documentation necessary for final acceptance, detailed warranty conditions, as well as addresses, phone number and e-mail address at which damage reports will be accepted.

3. In the event of disclosure during the receipt of defects or faults, the Employer may consider that the faults and defects discovered by him are not significant and then may not demand their removal but demand a reduction in the remuneration due to the Contractor for Equipment supplied with defects and faults. If the Contractor accepts the Employer's request, it is treated as a change in the contractual remuneration.

4. In the event of a request to remove defects and faults, the Employer shall set a deadline for the Contractor to remove them. After the ineffective expiry of the deadline, the Purchaser may order their removal to a third party at the expense of the Contractor. The Employer should notify the Contractor about the intention to entrust the removal of defects and faults to a third party at least 3 days in advance. The cost of removing the defects by a third party will in this case be deducted from the Contractor's remuneration.

5. All risks related to accidental loss or damage of the Subject of the contract shall pass to the Employer after signing the final acceptance protocol. The ownership of the Equipment passes to the Purchaser after payment for delivery.

6. The contractor, during the contract period, is liable for any damage caused by the actions of the employees, cooperating persons and third parties, related to the delivery of the Equipment to the place indicated by the Employer in the tender documentation.

## § 8

1. The Contractor provides a guarantee for the correct operation of the delivered Equipment for the period specified in the Offer, counting from the date of signing the final report, and the failure-free acceptance of the Equipment.

2. The Ordering Party may report a malfunction of the Equipment (failure) from 8:00 to 17:00, from Monday to Friday. Reports of defects, faults and service orders will be sent by phone, fax, e-mail or letter.

3. The Contractor is obliged to proceed to remove the Equipment failure no later than the next business day from the date of receipt of information about the failure.

4. Repairs will be made at the Equipment installation site. If it is not possible to carry out repairs in a given location, the Contractor shall bear the costs of delivering the Equipment to / from the service point and from / to the installation site.

5. In the event that the repair of the Equipment will last more than two business days, the Contractor shall, at the request of the Employer, provide replacement equipment with the same parameters and standards or agreed Equipment with similar functionality on the third day of repair.

6. In the event that the time for repairing the Equipment is longer than 6 weeks or any component requires repair for the fourth time during the warranty period, the Contractor shall be obliged to replace at his own cost the equipment sent for repair with new or other equipment free from defects and in accordance with the technical specification , indicated in the tender documentation, agreed with the Employer

7. The warranty period is extended by the duration of the repair.

### § 9

The Parties undertake to keep confidential the information on the terms of this Agreement and all commercial, technical and organizational information regarding the other Party and its suppliers and recipients, whose confidential nature results from circumstances, purpose or content, and in which the Parties came into being in connection with the conclusion and implementation of this contract. The obligation set out in the previous sentence does not apply to information that is commonly known and the disclosure of information at the request of entities authorized under generally applicable law.

### § 10

1. The contracting authority has the right to withdraw from the contract in the event of a breach of the contractual conditions indicated in the provisions of law, and also in the event that:

- a) The Contractor shall not deliver the Equipment within the time limit set by the Employer in accordance with § 4 item 1;
- b) The Contractor will deliver the object of delivery not in accordance with the provisions of the contract.

2. Withdrawal from the contract does not limit the possibility of seeking contractual penalties.

### § 11

1. The administrator of the Contractor's personal data is the Astronomical Center M. Copernicus PAN.

2. Personal data will be processed for purposes related to the conclusion and implementation of this contract. Providing this data is voluntary, but necessary to conclude and perform the contract.

3. Details regarding the basis and principles of personal data processing are included in Annex 3 to this contract.

### § 12

1. Any disputes arising in connection with the implementation of the provisions of this Agreement, the Parties will try to resolve by negotiation.

2. In the event of disagreement, disputes shall be subject to settlement by the court competent for the seat of the Awarding Entity.

3. The Contractor, without the written consent of the Employer, may not assign to another person the rights and obligations arising from this contract. In the event of non-performance or improper performance of the Subject Matter of the contract, the Contractor shall be liable under the terms of the contract and the Civil Code.

4. To the extent not covered by this agreement, the provisions of the Civil Code and the Act of 29 January 2004 - Public Procurement Law (consolidated text: Journal of Laws of 2018, item 1986) shall apply.

5. During the contract period (including the warranty period), the Contractor shall immediately, not later than within 7 days, notify the Employer in writing of:

- 1) any change in the seat or name of the Contractor;
  - 2) any change of persons authorized to represent the Contractor;
  - 3) suspension of the Contractor's business;
  - 4) initiating bankruptcy, arrangement or restructuring proceedings, in which the Contractor acts as a debtor,
  - 5) announcement of the liquidation of the Contractor's enterprise.
6. The Employer's representative for contacts with the Contractor is ..... (email address ...).
7. The Contractor's representative responsible for supervising the proper performance of the contract, authorized to contact the Employer is: ..... (email address ...).

8. Any changes to this agreement will only take place in the form of annexes made in writing, with the consent of both Parties, under pain of nullity, with the proviso that the change of persons indicated in paragraph 4 and 5, a written notification sent immediately to the other Party is sufficient.

9. This agreement has been drawn up in two identical copies, one for each of the Parties.

Annexes that form an integral part of the contract:

1. Contractor's offer of ..... ....
2. Description of technical parameters of the offered equipment.
3. GDPR information clause

The Contractor

The Purchaser