

## DELIVERY CONTRACT

concluded on ..... in Rzeszów between:

**THE BATTERIES SPÓLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA**, REGON: 366480189, NIP: 2020000926, with the registered office at **ul. PL. JANA KILINSKIEGO, no. 2, place: RZESZÓW, post-code: 35-005, post office: RZESZÓW** represented by:

AYRAT KHISAMOV – a member of the Board

ALIAKSEI STARAVOITAU – a member of the Board

hereinafter referred to as the Ordering Party

and

....., represented by

.....

hereinafter referred as “the Supplier”

On the basis of:

- the description of the subject of the contract constituting a part of the request for proposal of..... - Attachment No. 1 to the contract.

- Supplier's offer of ..... constituting Attachment No. 2 to the contract;

the following contract was concluded:

### § 1

#### Subject matter and scope of the Contract

1. The Supplier undertakes to deliver and start the following equipment at the registered seat of the Ordering Party:
  - a) .....
  - b) .....
  - .....
2. In accordance with the provisions of the request for proposal, the devices listed above will be delivered as brand new.

### § 2

#### Execution date.

1. The final date for delivering and starting the equipment being the subject of the contract, in accordance with paragraph 1, shall be set for ..... The delivery date shall be confirmed by a delivery report or an equivalent forwarding document.

### § 3

#### Price and settlement

1. The total remuneration due to the Supplier for the delivery of equipment described in paragraph 1 equals:
  - a) ..... net,
  - b) ..... VAT tax,
  - c) ..... gross.
2. Remuneration indicated in par. 3 section 1 of the contracts is a lump sum remuneration. This remuneration will not be subject to indexation until the end of the contract, including indexation due to inflation.
3. The net lump-sum remuneration referred to in section 1 of this paragraph, increased by the VAT due, is the total remuneration due to the Supplier for the performance of all obligations specified in the contract, including those related to the cost of transporting material equipment, customs fees, etc., but does not include any interest for late payments and mandatory maintenance during the maintenance guarantee period.
4. If the Supplier omits any part of the order specified in this contract and its attachments and does not include it in the lump-sum remuneration, the Supplier shall not be entitled to any claims against the Ordering Party on account of the above, in particular a claim for additional remuneration.
5. In case of non-performance of the contract or its termination due to the Supplier's fault, the Ordering Party shall be entitled to reimbursement of all advance payments made within 7 days from the date of the call for doing so.
6. The Parties agree on the following payment tranches:
  - a) an advance payment of ..... % of gross order value within 14 days from the date of signing the contract
  - b) indirect payment of .....% of the gross contract value within 14 days from the date of notification by the Supplier of readiness to deliver the equipment

- c) a final payment of ..... % of the gross contract value within 30 days from the date of signing the start-up protocol of the equipment.
7. Invoices shall be settled by bank transfer to the Supplier's account indicated in the VAT invoice.
  8. In the event of failing to pay the amount due on time, the Supplier shall charge interest for a delay, in accordance with binding regulations.
  9. The Ordering Party and the Supplier declare that they are VAT taxpayers entitled to issue and receive VAT invoices.
  10. The Ordering Party authorizes the Supplier to issue VAT invoices without the recipient's signature for the scope of works covered by the foregoing contract.

#### **§ 4**

##### **Warranties**

1. The Supplier grants a warranty for the supplied equipment for a period of 24 months.
2. The Supplier grants a warranty on the conditions specified in the warranty book for the manufactured object of the contract.
3. The warranty period is counted from the date of signing the protocol of starting the device.
4. The Supplier undertakes to provide warranty service during the warranty period under the conditions specified in the warranty card.
5. The Supplier may assign the obligations resulting from the warranty to the direct manufacturer of the machine (manufacturer's warranty).
6. The moment of notification shall be deemed to be the moment of sending to the Contractor information about a failure on the side of the Employees of the Ordering Party or automatic systems of the equipment (dispatch report) by the means indicated in the warrantee book, and if not indicated, then by e-mail to the address .....
7. The Supplier will provide a professional service of the machine together with service in Polish or English language at every stage of the procedure of removing warranty and post-warranty defects, including reporting an event, visit to the site, ordering spare parts or wear parts, etc.
8. The supplier shall ensure the availability of spare and wear parts for a minimum period of 3 years.
9. The Supplier is obliged to remove all material and manufacturing defects subject to warranty at its own expense during the warranty period, if the Ordering Party requests it in writing before the expiry of their period of time.
10. The Supplier is obliged to provide the Ordering Party with a warrantee document specifying the detailed conditions of the warrantee.

#### **§ 5**

##### **Contractual penalties**

1. The Supplier shall pay the Ordering Party contractual penalties in the following cases and amounts:
  - a) for a delay in the delivery date in the amount of 0.1% of the gross value of the equipment indicated in paragraph 3 section 1 for each day of the delay
  - b) due to withdrawal from performing the contract for reasons attributable to the Supplier in the amount of 10% of the gross contractual remuneration specified in par. 3 section 1 of the contract.
2. The Ordering Party shall pay contractual penalties to the Supplier in the following cases and amounts:
  - a) due to the withdrawal from the contract by the Ordering Party, for reasons attributable to the Ordering Party, in the amount of 10% of the gross contractual remuneration specified in par. 3 section 1 of the contract.
3. Each Party undertakes to pay the contractual penalty within 14 days from the date of issuing the debit note. Penalties may be deducted from the current remuneration after an ineffective expiry of the deadline for payment of the contractual penalty by the Supplier.
4. If the damage exceeds the amount of contractual penalties, each of the Parties reserves the right to claim additional compensation on general principles specified in the Civil Code. Liability of the Parties is limited to actual damages.

#### **§ 6**

##### **Termination of the Contract**

1. The Ordering Party shall have the right to terminate the contract with the right to demand from the Supplier payment of the contractual penalty in the amount specified in § 5 section 1 letter c) in the following situations:
  - a) in case of a delay in delivery of the subject of the contract lasting more than 21 calendar days,
  - b) in case of a delay in the assembly of the subject of the contract lasting more than 21 calendar days, c) in the event of liquidation, bankruptcy or dissolution of the Supplier's business.
  - d) in the case of seizure of Supplier's assets ordered by a public authority.
2. Termination of the contract should be made in writing under pain of nullity and contain a justification.

3. Termination of the contract does not preclude the Ordering Party from pursuing contractual penalties.

## **§ 7**

### **Amendments to the contract**

1. Any amendments to the contract must be made in writing or else shall be null and void.
2. The Contracting Authority allows the possibility of amending the contract in the following cases:
  - a) with regard to the extension of the warranty period for any period of time
  - b) in the event of changes in generally applicable provisions of law to the extent affecting the performance of the subject matter of the contract
  - c) as regards the time limit for carrying out the work covered by the contract, in the following circumstances:
    - i. force majeure, having a direct impact on the timeliness of the performance of the subject of the contract. Force majeure should be understood as an external event, which could not have been foreseen by the Parties, which could not have been avoided, or which could not have been prevented by exercising due diligence, which cannot be attributed to the other Party, and which affects the performance of the subject of the contract, including in particular: flood, fire and other natural disasters, strikes, sudden interruptions in the supply of electricity, etc.,
    - ii. independent of the Supplier (the Supplier shall be obliged to prove that the delay in the execution of the subject of the contract was caused by reasons beyond its control and shall be obliged to obtain the Purchaser's approval);
    - iii. and other significant circumstances which the Purchaser could not have foreseen at the time of concluding the contract;
    - iv. in the scope of an insignificant change affecting the subject matter of the contract, not resulting in a change in the flat-rate remuneration.
  - d) The supplier to which the procuring entity has awarded a contract is to be replaced by a new supplier:
    - i. in connection with the occurrence of the situation referred to in par. 6 section 1 of the contract
    - ii. as a result of a merger, demerger, transformation, bankruptcy, restructuring or acquisition of an existing Supplier or its business, provided that the new supplier meets the conditions for participation in the procedure, that there are no grounds for exclusion and that this does not entail other substantial changes to the contract
    - iii. as a result of the Ordering Party taking over the Supplier's obligations towards its subcontractors
  - e) the amendment does not lead to a change in the nature of the contract and the total value of the amendments does not exceed 10 % of the value of the contract and 209 000 EURO in the case of delivery and service contracts

## **§ 8**

### **Other resolutions**

1. Any changes in the content of this contract require a written agreement of both parties in the form of an annex.
2. In matters not regulated by the foregoing contract, the provisions of the Civil Code shall apply.
3. Any disputes arising from the application of the contract, the parties undertake to settle by way of a conciliation. If it is impossible to settle the dispute amicably, the dispute shall be settled by a common court having jurisdiction over the Ordering Party's registered office.
- 4.
4. The language of the contract and all correspondence between the parties shall be Polish.
5. The contract has been drawn up in two identical copies, one copy for each of the parties.

## **§ 9**

### **Attachments**

The following attachments constitute an integral part of the contract.

1. The description of the subject matter of the contract.
2. Supplier's offer.

**The Ordering Party**

**The Supplier**