

AGREEMENT No. ZP/888/009/D/2018

concluded onin Gdańsk between:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, with registered office in Gdańsk 80-233, G. Narutowicza St. 11/12, NIP PL 5840203593, REGON 000001620

represented by:

Professor Jerzy Wtorek – Dean of the Faculty of Electronics, Telecommunications and Informatics, of the Gdańsk University of Technology

hereafter called the **Purchaser**

and

.....
with registered office in
registered in theconducted by No.,
represented by:

.....
hereafter called the **Contractor**

who was selected in the offer inquiry, in accordance with article 4d.1.1 of the Act of 29 January 2004 Public Procurement Law (Journal of Laws of 2017, item 1579, as amended) for the delivery of a universal system for testing planar fuel cells and a power supply for the needs of the Faculty of Electronics, Telecommunications and Computer Science of Gdansk University of Technology, No. ZZ/888/009/D2018.

§ 1

SUBJECT OF THE CONTRACT

1. The subject of the agreement is the delivery of a universal system for testing planar fuel cells / a power supply for the needs, model, type for the Faculty of Electronics, Telecommunications and Informatics, Gdansk University of Technology, in accordance with the terms of reference of the essential terms of the contract, the fact-of-price form and the contractor's offer constituting annexes to this contract and forming an integral part thereof.
2. The Contractor declares that the subject of the contract is brand new, free from defects and damages and can not be subject to the right of third parties.

§ 2

PRICE OF THE CONTRACT AND TERMS OF PAYMENT

1. The price specified in the Agreement covers the total net amount payable by the purchaser to pay for the subject of the agreement.
2. The Purchaser shall pay for the performance of the subject of the Agreement the gross amount (in words:), i.e. specified in the offer of the Contractor of
3. The invoice will be issued by the Contractor after the acceptance of the Subject of the Agreement without reservation. The invoice should specify the net price.
4. Receipt of the delivery must be confirmed by the acceptance protocol in accordance with the Annex to the agreement.
5. Invoice payment will be transferred within 21 days after the correct invoice is received by the Purchaser to the Contractor's bank account as its is given in the invoice
6. The day of the payment will be the day of the transfer of funds from the Purchaser's bank account.

§ 3

DATE OF EXECUTION OF THE AGREEMENT

1. The delivery of the subject of the contract will take place within weeks starting from the day of signing the agreement. It is the total limit period of the realization of the agreement commencing on the day of signing the agreement and concluding on the day of signing final acceptance protocol without any reservations.
2. The Contractor will deliver the complete Subject of the agreement to the office of Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics Narutowicza 11/12, 80-233 Gdańsk, building WETI A, first floor, room 116
3. The deadline for performance of the agreement is deemed to be met if, before expiry of the deadline set in this Agreement, the CONTRACTOR has delivered the Subject of the Agreement to the place indicated in point. 2 of this paragraph in the complete state.
4. The subject matter of the agreement may be delivered to the place of receipt indicated in point 2 of this paragraph only on working days between 8 AM and 3 PM

§4

WARRANTY AND TERMS OF FULFILMENT OF WARRANTY CONDITIONS

1. The Contractor grants warranty for the subject of the agreement for months from the date of signing the final acceptance protocol without any reservations.
2. The Contractor is obligated by the Warranty to either replace the subject of the agreement with a new one without defects or to repair the subject of the agreement, or to refund the sum paid.
3. The Contractor shall be informed of necessary repairs or replacement during the warranty period by persons authorized by the Purchaser via email provided by the Contractor in the offer
4. In the complaint notification, the Purchaser is obliged to indicate the way he expects to meet the agreement of defective object (exchange or repair).
5. If the Purchaser requests the repair, the Ordering Party will send the defective item to the Contractor, who will repair it at the service center or replace it with a new one free of defects.
6. Within the granted warranty, the Contractor undertakes to:
 - 1) replacement of the defective object of the agreement for free from defects or removal of the defect within a reasonable time without undue inconvenience for the Purchaser;
 - 2) removing the failure within 30 working days from the date and time of receiving the goods from the Purchaser;
 - 3) if the time limit for performance of the repair specified in item 2) of this paragraph can not be met for reasons beyond the control of the Contractor (justification in writing), the warranty repair time may be extended up to 60 working days with the Purchaser's consent.
7. Transport and insurance costs and the risk of losing or destroying the subject matter of the agreement in connection with the performance of warranty repair or replacement shall be covered by the Contractor.
8. The Purchaser will be entitled to cancel the agreement because of the defect of the subject matter of the agreement if, despite double exchanges or repairs, the Contractor will not lead to its compliance with the agreement and will continue to operate malfunction. In such a case, the Contractor will be obliged to return the price paid within 14 days from the date of receipt of the declaration of withdrawal.
9. The Contractor's responsibility under the warranty is not subject to any restrictions or exclusions.

§5

OTHER CONDITIONS OF DELIVERY

1. In matters relating to the performance of this Agreement,
 1. The PURCHASER designates following Contact Person:.....
and the CONTRACTOR designates following Contact Person:
 2. Every change of appointed persons shall be immediately notified to the other side. Damages resulting from failure to comply with this obligation shall be borne by the obligated party.

3. The above personal data shall be made available by the parties to each other for the purpose of implementing the contract, pursuant to the Act of 10 May 2018 (Journal of Laws No. 1000) on the protection of personal data and on the basis of art. 6 par. 1 lit. f) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC. The parties become the administrator of personal data shared with each other.

**§ 6
FINAL TERMS**

1. Any annexes and amendments to the Agreement require written form or otherwise become invalid.
2. The Purchaser does not grant any possibility of the assignment of receivables or the transfer of rights and obligations pertaining to the present agreement to the third parties without the Purchaser's written permission.
3. Both parties consider working days to be days from Monday to Friday excluding Saturdays and public holidays.
4. Disputes will be settled by negotiation between the contracting parties. In the event of failure of the negotiations, the parties will refer the matter to arbitration.
5. The agreement has been written in two identical copies, one for either party.

Annexes to the agreement:

1. Final acceptance protocol
2. Announcement of order to be granted
3. Contractor's offer

.....
CONTRACTOR

.....
PURCHASER

The content of the agreement is accepted through the declaration submitted on the offer form.

....., date

FINAL ACCEPTANCE PROTOCOL
for the receipt of the subject of the agreement of delivery of 2018
No. ZP/888/009/D/2018

.....
CONTRACTOR:
(Contractor's seal)

.....
ORDERER:
(Orderer's seal)

Subject of delivery:

.....

The Subject of the Agreement delivered by the Contractor on 2018.

The Orderer receives the subject of the agreement without any reservations.*

Comments concerning the realisation of the subject of the agreement /defects observed during the receipt:

.....
.....
.....

Date of correcting defects *

Contractor's representative:
(first name, surname) (signature)

Orderer's representative:
(first name, surname) (signature)

The present protocol is the basis for issuing the invoice*.

* delete as appropriate