



Annex No. 2 to the contract notice ZZ/1267/009/D/2019

**AGREEMENT  
No. ZZ/1267/009/D/2019**

concluded on .....

between:

**Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics** with  
headquarter in Gdańsk 80-233, at ul. G. Narutowicza 11/12, NIP 5840203593, REGON 000001620

represented by:

Prof. Jerzy Wtorek - Dean of the Faculty of Electronics, Telecommunications and Informatics, operating under the  
authorization of the Rector of the Gdańsk University of Technology

hereinafter referred to as the "Purchaser"

and

**company\_name**, with headquarter in <street address>, <postal code> <city,state><country>,  
registered at the <Court/registry of companies, etc. name>

under number <registration number>

having tax number: <tax number>

represented by: <name,surname>

hereinafter referred to as the "Contractor"

who is awarded the contract without the provisions of the Act of 29 January 2004 on Public Procurement Law (vol.  
Journal of Laws of 2019, item 1843), hereinafter referred to as the PPL Act), in accordance with art. 4d, paragraph 1,  
point 1 of this Act.

The Contractor declares that as of the date of concluding this contract, the information is consistent with the  
documents presented at the time of its conclusion.

§ 1

SUBJECT OF THE CONTRACT

1. The subject of the contract is the delivery of methane isotope (12C, 99.999%) and shipment to Purchaser location  
for the implementation of the project on the terms specified in the announcement on the awarded contract No.  
ZZ/1267/009/D/2019 of ..... and in the offer ..... of on .....2019 submitted by the Contractor,  
constituting attachments to this contract and being its integral part.

2. The Contractor declares that the subject of the contract is brand new, comes from current production, free from all  
defects and damages, without previous use and is not subject to the rights of third parties.

§ 2

DATE, PLACE AND TERMS OF REALIZING THE AGREEMENT

1. The delivery of the subject of the contract shall take place on or before ..... This is the maximum  
term of execution of the subject of the contract counted from the date of conclusion of the contract to the date of  
signing the delivery-acceptance protocol, without reservations.

2. The Contractor shall provide the subject of the contract to the Gdańsk University of Technology, Faculty of  
Electronics, Telecommunications and Informatics, ul. Narutowicza 11/12, 80-233 Gdańsk, WETI A building, first floor,  
room 116.



3. The name, technical parameters and the price of the subject of the contract, delivered to the ordering party must comply with the Contractor's offer. In the case of delivery of a defective product or a non-conforming order, the Purchaser will not collect it.
4. The subject of the contract will be delivered by the Contractor in a packaging protecting against damage.
5. The Contractor will provide a warranty card along with delivery.
6. The delivery must take place on business days, between 8.00-15.00.
7. Delivery of the subject of the contract includes its unloading and bringing by the Contractor to the place indicated in point 2 of this paragraph.
8. The acceptance of the subject of the contract in terms of compliance with the offer shall be made by the employee authorized by the contracting party, writing down the delivery and acceptance protocol with the contractor. In the case of comments regarding the implementation of the subject of the contract or the identified defects of the subject of the contract, the parties will determine the manner and date of removal of the irregularity. The deadline will not be longer than 14 calendar days. The occurrence of the abovementioned circumstances does not revoke the rights of the ordering party and the consequences of the Contractor related to failure to meet the deadline for performance of the contract specified in § 2 para. 1 contract and liability for non-performance or improper performance of contractual obligations.
9. A person authorized to represent the Contractor in matters related to the performance of the contract ..... The person authorized to represent the Purchaser in matters related to the performance of the contract is .....
10. The Purchaser and the Contractor shall notify each other immediately of any change of designated persons. Damage caused as a result of failure to fulfill this obligation is charged to the obligated party.

### § 3

#### PRICE AND PAYMENT TERMS

1. For the performance of the subject of the contract in accordance with the offer of methane isotope ( $^{12}\text{C}$ , 99.999%) shipment to Purchaser location, submitted by the Contractor, a price is fixed in the amount of:  
net: .....  
in words: .....
- The above price includes all price elements resulting from the scope and method of implementation of the subject of the contract.
2. The subject of the contract is considered to have been executed if it is picked up by the acceptance protocol, signed by both parties without reservations, within the time specified in § 2 para. 1 of this contract. This protocol will be the basis for issuing a VAT invoice.
3. The invoice should be issued to: Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, 80-233 Gdańsk, ul. Narutowicza 11/12, NIP 584-020-35-93.
4. Payment for the invoice will be made by bank transfer, within 14 days from the date of receipt by the customer of the correctly issued invoice, to the contractor's account: .....
5. The date of debiting the account of the ordering party shall be deemed to be the day of payment.

### §4

#### GUARANTEE AND CONDITIONS FOR IMPLEMENTING WARRANTY AUTHORITY

1. The Contractor shall provide a guarantee for the delivered contract subject in the dimension: ..... counted from the date of signing the final acceptance protocol with no reservations.
2. The obligations of the Contractor under the guarantee shall consist in either exchanging the subject of the contract for a new one free of defects, or for its repair or refund of the price paid.



3. The need for repairs or replacements during the warranty period will be notified to the Contractor by persons authorized by the Purchaser, by electronic means, to the e-mail address indicated in the Contractor's offer:

.....

4. The Contractor is obliged to immediately confirm by e-mail the receipt from the Employer of the notification of the need to make a warranty repair or replacement (reported complaint).

If the contractor does not confirm the receipt of such a notification, the Purchaser will presume that it has reached the contractor, unless he proves that it was impossible due to technical reasons.

5. In the complaint notification, the Purchaser is obliged to indicate the method expected by him to bring the faulty subject of the contract into conformity with the contract (exchange or repair).

6. If the ordering party requests a repair, the contractor (or a service point indicated in the offer) will be entitled to assess the possibility of repairing the site or the need to repair the service point or the right to replace the defective contract with a new one free of defects.

7. Within the framework of the guarantee granted, the Contractor undertakes to:

1) commencing the fulfillment of the warranty obligations within no more than 72 hours, counted from the day and hour of reporting the need for warranty repair by the ordering party;

2) exchange of the defective subject of the contract for one free of defects or removal of defects within a reasonable time without undue inconvenience to the Purchaser;

3) removing the failure within no more than 14 calendar days from the date and time of proceeding to remove the defect. Transport of the device "to" and "with" guarantee repair and insurance in this period will be at the cost and risk of the Contractor;

4) if the repair deadline specified in item 3) of this paragraph cannot be kept due to reasons independent of the Contractor (justification in writing), the warranty repair time may be extended, with the consent of the ordering party, up to 30 calendar days;

5) in the event of failure to fulfill the warranty obligations within the required time, the Purchaser may entrust the repair to a third party, at the cost and risk of the Contractor; costs of substitute removal of failures incurred by the ordering party shall be borne by the Contractor; substitute execution does not result in the loss of warranty rights and warranty on the part of the Purchaser;

6) in the event of a disk failure, leave the damaged disk at the Purchaser.

By proceeding with the fulfillment of warranty obligations, it is meant the arrival of a technician in order to repair or take away the equipment for repair

8. Warranty repairs will be carried out at the registered office of the Contractor or the Contractor at the service point, realizing the warranty obligations of the Contractor to the Purchaser indicated in the offer.

9. The representative of the Contractor or the service point indicated in the offer assesses at the Employer's office the opportunity to make an on-site repair or the need to repair the service center or contractor's office.

10. Transport and insurance costs as well as the risk of loss or damage to the subject of the contract in connection with making a warranty repair or replacement, the contractor is liable.

11. Destruction or loss of the warranty card will not result in the loss of the guarantee in the event that the Purchaser otherwise documents the existence of the Contractor's obligation under the guarantee (purchase invoice, acceptance report).

12. The Purchaser will be entitled to withdraw from the contract due to a defect in the subject of the contract, if despite the two exchanges or repairs, the contractor will not lead to its compliance with the contract and will continue to malfunction. In this case, the contractor will be obliged to refund the price paid within 14 days from the date of receipt of the statement of withdrawal and to pay the contractual penalty referred to in § 5 section 2 of the contract.

13. The Purchaser is entitled to the rights under the warranty regardless of the rights under the guarantee.

14. The Contractor's liability under the warranty is not subject to any restrictions or exclusions.



§5

CONTRACTUAL PENALTIES

1. The contractor will pay the contracting party a contractual penalty:
  - a) For delay in completing the subject of the contract in accordance with § 2 para. 1 contract in the amount of PLN 100 (in words: two hundred zlotys and 00/100) for each day of delay.
  - b) For delay in entering into the guarantee obligations, in the amount of PLN 100 (in words: two hundred zlotys and 00/100) for each day of delay, for each event.
  - c) For delay in the performance of guarantee obligations, in the amount of PLN 100 (in words: PLN two hundred zlotys and 00/100) for each day of delay, for each event.
2. For the withdrawal from the contract by any of the parties, the party on which the reasons for withdrawal lie shall pay the other party a contractual penalty in the amount of 10% of the gross contract price specified in § 3 para. 1 of this contract, excluding the circumstances specified in art. 145 par. 1.
3. A statement on withdrawal from the contract by any of the parties should be submitted in writing within 14 days from the date of receipt by the other party of the occurrence of the circumstances determining the withdrawal from the contract, i.e. if the ordering party finds a breach of contract or non-performance of the contract with due diligence.
4. In the event of damage exceeding the amount of contractual penalties, the parties reserve the right to claim supplementary compensation on the general principles of the Civil Code.
5. The Contractor agrees to deduct the contractual penalty from the price he is entitled to.

§6

FINAL PROVISIONS

1. A change and supplement to this contract requires a written form under pain of nullity.
2. In matters not covered by the provisions of this Agreement, the provisions of the Civil Code shall apply, and any disputes between the parties shall be settled according to Polish law by the court competent for the seat of the .
3. For working days, the parties understand days from Monday to Friday, excluding Saturdays and public holidays.
4. The Contractor assumes responsibility for all claims that third parties may make against the Purchaser in connection with his use of rights belonging to third parties, in particular copyrights, patents, utility models, ornamental designs, industrial designs or trademarks, if the normal use of the subject of the contract requires the use of these rights. In the case of third party claims, the Contractor shall take all necessary actions and actions securing the Purchaser against claims, losses, costs or other liability to third parties. In the event of the occurrence of losses, costs, expenses or the need to satisfy claims of third parties for which the Employer is not liable, the Contractor is obliged to cover them or return them in full.
5. The Purchaser does not allow the assignment of claims or transfer of rights and obligations under this contract to third parties or entities without his written consent.
6. The parties are bound by other conditions and provisions contained in the offer of ..... and announcement of the contract awarded on .....
7. This contract has been made in two identical copies, 1 for each party.

Attachments to the contract:

1. Transit protocol
2. Announcement about the awarded contract
3. Contractor's offer

\* delete as appropriate

.....  
CONTRACTOR

.....  
PURCHASER





Gdańsk, on ..... 2019

**DELIVERY PROTOCOL**  
concerning the transfer of the subject of the delivery contract of .....  
Nr ZZ/1267/009/D/2019

.....  
CONTRACTOR:  
(contractor's stamp)

.....  
PURCHASER:  
(stamp of the customer)

Subject of delivery:

Delivery of methane isotope (12C, 99.999%) and shipment to Purchaser location in accordance with the detailed description of the subject of the contract contained in the announcement about the awarded contract dated ..... and the offer of the contractor dated .....

Subject of the contract was delivered by the Contractor on ..... ..

The Contracting Authority accepts the subject of the contract without reservation. \*

Comments regarding the implementation of the subject of the contract / defect found during collection:

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

Deadline for rectifying deficiencies / defects ..... \*

Contractor's representative: .....  
(name and surname) (signature)

Representative of the Purchaser: .....  
(name and surname) (signature)

This report is the basis for issuing VAT invoices \*.

\* delete as appropriate