

**CONTRACT draft**

concluded on .....in Warsaw between: Przemysłowy Instytut Motoryzacji PIMOT,  
with the headquarters in Warsaw 03-301, Jagiellońska 55 Street, registered in National Court Register  
(KRS) no. 0000087250, NIP:5250008821 and being represented by:

.....

later called "the Ordering Party",

and

..... with a headquarters in  
....., registered in ..... no. ...., VAT  
reference number (NIP): ..... and being represented by:

.....

later called "the Contractor",

based on 4d para. 1 point 1 of the Act of January 29, 2004 - Public Procurement Law (Journal of Laws of  
from 2017, item 1579 with later changes).

§1

1. The Ordering Party orders and the Contractor is being obliged to pursue the service of delivery the dummies, which parameters and technical specifications were detailed in the Detailed description of the Subject of the Order which is an Appendix 1 to the Contract draft.
2. Delivered object of the Contract must be brand new, unused, operational and it could not be the subject of any acts or obligations of third parties.
3. Delivered assortment would be from the official producer's distribution sources including also European Union market, providing in particular the implementation of warranty rights.
4. The Contractor undertakes to perform the subject of the Contract in accordance with the Polish law and applicable technical standards, while maintaining due the diligence.
5. The Contractor is obliged to provide guidelines for service in Polish or English.
6. Together with the subject of the contract the Contractor would issuer the guaranty document to the Ordering Party.
7. The Contractor would deliver the subject of the contract to the headquarters of the Ordering Party by means of transport At the disposal of the Contractor and at his own expense and risk.

§ 2

The Parties agree that the persons authorized to represent the parties in substantive matters and responsible for the implementation of the provisions of the contract are:

from the Contractor: .....

from the Ordering Party: .....

§ 3

1. Time of the realization of this Contract are .....weeks from the day it is signed.
2. The subject of the contract would be once delivered by the Contractor to the indicated room in the headquarters of the Ordering Party in Warsaw, at the Jagiellońska 55 Street.
3. The Contractor is obliged to inform the authorized person from the Ordering Party, mentioned in § 2, about the date and the hour of the delivery 2 days in advance. The object of the contract would be a subject of acceptance. The acceptance will be carried out by the authorised representatives of the Ordering Party, mentioned in §2 and confirmed by a signed acceptance report.
4. The acceptance would consist in checking the completeness of delivery and its compliance with the requirements set out in appendix 1. The template of the acceptance report is attached as appendix ..... to the contract.

§ 4

1. The Contractor would provide following terms of guarantee:
  - 1) Guarantee does not apply to defects that results from the testing of dummies.
  - 2) The minimum warranty period which the Contractor grants to the subject of the order is 24 months from the date of confirmation of receipt the product, in accordance with the minimum conditions constituting appendix 3.
  - 3) The guarantee starts from the date of signing the acceptance protocol mentioned in § 3.3 of this Agreement.
2. The supplier undertakes to accept returns and exchange defective or damaged parts or all the delivery as a result of shipping and exchange at own expense.
3. Complaints submitted by the Ordering Party will be settled within 14 days.

§ 5

1. The Ordering Party may withdraw from the contract within 30 days from becoming aware of a significant change in circumstances causing the performance of the contract is not in the public interest, which could not have been foreseen at the time the contract was concluded. In this case, the Contractor is entitled to remuneration due the performance of a part of the subject of the order.
2. It is unacceptable under pain of nullity to introduce changes and provisions, if taking them into consideration would change the content of the offer on the basis of which the selection was made, unless the necessity to introduce such changes results from circumstances that could not be foreseen at the time of conclusion of the contract.

§ 6

1. The Contractor for the realization of the subject of the contract is entitled to remuneration in the amount..... net + 23 % VAT tax, in words: ....., gross: ....., in words .....

2. The remuneration referred to para. 1 contains all costs related to the implementation of the subject of the contract.
3. The basis for issuing a VAT invoice and making a payment for it shall be the acceptance protocol, of correctly performed and accepted work, signed without reservations by the parties, in accordance with the Ordering Party's arrangements.
4. The payment would be a transfer due to correctly issued invoice into the account of the Contractor.
5. Payment period within 21 days from the date of the receipt of the invoice.
6. The day of debiting the bank account of the Ordering Party shall be considered as the day of payment of the remuneration.

#### § 7

1. The Contractor is obliged to perform the contract with diligence.
2. The performance of all provisions of the Contract and the Bid of the Contractor shall be considered as due performance of the contract.
3. The Contractor shall pay the Ordering Party contractual penalties in the amount of:
  - 1) 5% of the gross remuneration due to the Contractor in accordance with the content of his offer for each undelivered or defective Equipment, for each day of delay in delivering the subject of the order.
  - 2) 3 % of the gross remuneration due to the Contractor in accordance with the content of his offer for each Equipment which is under warranty repair or replacement of goods, for failure to meet the deadline (delay) for warranty repairs or replacement of goods.
  - 3) 20% of the total gross remuneration due to the Contractor mentioned in §5 para. 1 of this contract due to withdrawal from the contract for reasons attributable to the Contractor.
4. In the case of delivery of a part of the Equipment, the Ordering Party has the right, according to his choice, to withdraw from the contract in its entirety or from a part which is not performed by the Contractor at the moment of submitting the statement of withdrawal. The right of withdrawal referred to in sentence 1 is due within 14 days from the date of execution of the order specified in this contract.
5. The Ordering Party also has the right to claim supplementary compensation on the terms set out in the provisions of the Civil Code, if the damage suffered exceeds the value of reserved contractual penalties.
6. The Contractor agrees to the deduction of contractual penalties with the remuneration due for the performance of this contract.
7. The Contractor is obliged to pay the contractual penalty will pay it within 21 calendar days from the date of receipt of the request for payment.

#### § 8

The Contractor may not entrust the performance of obligations under this contract to a third party without the Ordering Party approval expressed in writing.

#### § 9

The Contractor assumes full responsibility for damages arising during the performance of duties by the Contractor's employees.

§ 10

1. The parties shall not be liable to each other for non-performance or improper performance of the obligation and delays in performance if it occurred due to circumstances of force majeure.
2. In particular, these are events of a natural disaster nature (eg floods, hurricanes, earthquakes, etc.) or extraordinary disturbances of collective life (war, state of emergency, announcement of a state of natural disaster). It is not considered a force majeure in particular:
  - 1) strikes in enterprises belonging to parties, public service strikes,
  - 2) loss or withholding of external sources of financing or deterioration of financial standing due to other reasons. In particular, it is not considered a force majeure to withhold or reduce credit or guarantees given by a financial institution,
  - 3) difficulties in employing people with qualifications necessary to perform the obligation.
3. If the force majeure event may affect the course or result of the tests covered by the subject of the contract, the parties to the contract - under pain of loss of power - are obliged to inform each other about the occurrence of force majeure within three days from the day on which they learned of the force majeure or from the day on which, with due diligence, determined its occurrence.
4. In case of force majeure, the Parties shall conduct consultations to determine further proceedings.

§ 11

1. The Ordering Party has right to withdraw the offer due to the following reasons:
  - a) there is a significant change in circumstances that makes the performance of the contract not in the public interest, which could not have been foreseen at the time it was concluded - withdrawal from the contract in this case may take place in writing within 30 days of becoming aware of the above circumstances;
  - b) the Contractor did not commence the performance of the subject of the contract without just cause or fails to perform the contract within the set deadline - withdrawal from the contract in this case may take place within 10 days from the day of becoming aware of the circumstances justifying withdrawal from the contract for that reason;
  - c) the Contractor performs the subject of the contract incompatible with the terms of the contract or grossly fails to fulfill the obligations specified in the contract;
  - d) in relation to the Contractor, bankruptcy proceedings will be initiated, if the court refuses to file for bankruptcy due to insufficient bankruptcy assets, if the Contractor concludes with the creditors the arrangement causing a threat to the performance of the contract or liquidation of the Contractor's company occurred, if the Contractor's property or its significant part is seized as a result of enforcement proceedings thereof - withdrawal from the contract in this case may take place within 7 days from the day of becoming aware of the circumstances justifying withdrawal from the contract for this reason;

2. A declaration of withdrawal from the contract must be submitted to the other party on the dates referred to in paragraph 1.
3. Withdrawal from the contract should take place under pain of nullity in writing and contains justification.
4. In the event of withdrawal from the contract in accordance with the above provisions, the Contractor retains the right to remuneration only for services actually performed and received during the term of the contract.

#### § 12

The Ordering Party provides for the possibility of introducing the following changes in the contract:

- 1) Extension of the delivery deadline in case the delay occurred as a result of activities that can not be attributed to the Contractor and he could not objectively counteract them. In this situation, the Contractor shall notify the Ordering Party of the occurrence of such events. After accepting by the Ordering Party, the Parties will sign an appropriate annex.
- 2) In the event that, after signing the contract, the production or sale of equipment offered has been discontinued, the Ordering Party allows the possibility of offering another device, which, however, can not be inferior to the device offered.

#### § 13

1. Disputes that may arise in the performance of this contract, the parties undertake to settle amicably. If it is not possible to settle disputes amicably, they will be settled by a common court competent for the seat of the Ordering Party.
2. In matters not covered by the provisions of this Agreement, the currently applicable provisions of law shall apply, including in particular the provisions of the Act of 23 April 1964 Civil Code (Journal of Laws No. 16, item 93, as amended), as well as provisions of the Act of on January 29, 2004 Public Procurement Law (Journal of Laws of 2013, item 907, as amended).
3. The parties are obliged to inform each other about any changes in the legal status of their company, as well as to initiate bankruptcy, arrangement and liquidation proceedings.
4. The parties agree that they may claim damages in excess of contractual penalties if the damage suffered by each party to the contract exceeds the amount of the agreed penalty .
5. The Contract has been made in two identical copies, one for each Party.
6. It forms an integral part of the Contract:
  - app. 1 Detailed description of the Subject of the Order
  - app. Nr 2 Acceptance protocol
  - app. Nr 3 Minimal terms of warranty
  - app. Nr 4 Contractor's offer

**Acceptance protocol**

**To contract no.:** ..... **from date** .....2018y.

Drawn up on ..... year with contribution of the representatives:

**CONTRACTOR:**

**ORDERING PARTY:**

.....  
.....

Name and surname of the representative

Name and surname of the representative

1. ....

1. ....

2. ....

2. ....

3. ....

3. ....

With this report it is stated that the Supplier has delivered to the Ordering Party:

..... items ..... firm ....., model .....,

..... items ..... firm ....., model .....,

Delivered subject of contract is complete in accordance with the provisions of this contract.

**Notes :** .....

With this report it is stated that the Supplier has fulfilled the obligations set out in the contract.

on the side of  
**CONTRACTOR**

on the side of  
**ORDERING PARTY**

.....  
signature

.....  
signature

### MINIMAL TERMS OF WARRANTY

1. During the warranty period, the Contractor undertakes to remove the disclosed during the period of guaranteeing defects preventing the proper functioning of dummies, hereinafter referred to as defects or delivery of dummies free from defects under the terms set out in this Contract and to provide maintenance services specified in this annex.
2. In the event of replacement by the Contractor of a defective dummy for the one which is free from defects, the Parties shall sign the Exchange Protocol. The warranty for the above-mentioned dummy runs again from the day of replacement.
3. The Contractor shall during the warranty period repair the damaged dummy at the place of delivery. In case of replacement of dummy components, the Contractor is obliged to install brand-new subassemblies.
4. The Purchaser shall report any defects of the dummy to the Contractor during the warranty period. The repair time is counted from the moment the notification is sent by the Employer by fax or email to the Contractor's fax number ....., E-mail: ..... until the receipt of the repaired Equipment confirmed by the repair / replacement protocol.
5. During the warranty period all the costs of repair are covered by the Contractor including costs of transport.
6. In the event that the Ordering Party finds a latent defect or a technical defect of some device component in the delivered dummy during the course of the period of the warranty period, the Contractor shall, at his own expense, replace these components in all devices for new ones, free from defects.
7. The Contractor undertakes to keep the Ordering Party informed in writing about the dummies' modifications introduced by him, and if these modifications were introduced in connection with the necessity of increasing the safety or functionality of the dummy, they will be made at the expense of the Contractor.
8. The Ordering Party, independently of the rights resulting from the guarantee, is entitled to use the rights resulting from the warranty.