



Procedure no.: ZP/56/008/D/22

SUPPLY CONTRACT No. /WCH/22

concluded on¹

between:

Gdansk University of Technology, Chemical Faculty

based in Poland, 80-233 Gdansk, G. Narutowicza Str. 11/12
National Official Business Register – REGON Number 000001620
Tax Number 584-020-35-93

represented by:

Prof. Ph.D., D. Sc., Eng. Agata Kot-Wasik – Dean of the Chemical Faculty, acting on the basis of an authorization from Rector of the Gdansk University of Technology
hereinafter referred to as the Ordering Party

and.....
(in the case of commercial law companies)

.....
registered in the District Court in, the Commercial Department of
the National Court Register under the National Court Register number...../having
REGON Number:..... and Tax Number:.....,
represented by:

.....
or (in the case of entrepreneur registered in the Central Register and Information on Business Activity)
Name and surname, acting as a company

.....,
based in on the street, registered in the Central
Register and Information on Business Activity,
Tax Number:....., REGON Number:.....
hereinafter referred to as **the Contractor**,

which was selected in the public procurement procedure, conducted in the open tender mode - in accordance with the article 132 of the Act of 11 September 2019 Public Procurement Law (i.e. Journal of Laws of 2019, item 2019, as amended), hereinafter referred to as PPL Act.

§ 1

SUBJECT OF THE CONTRACT

1. A subject of the contract is **supply of fully automated fuel cell test station**.
2. The Contractor declares that it will execute the subject of the contract in accordance with the requirements of the Order Requirements Specification (ORS) and the Contractor's tender offer of, which are the integral parts of this Contract.
3. The Contractor declares that the subject of the contract, referred to in §1, point 1 of the Contract, is consistent with the description of the subject of the contract, which constitutes *Attachment no. ... to ORS*.
4. The Contractor declares that the subject of the contract:

¹ The date of conclusion of the contract is the date of signing the contract by a person authorized by the Rector



- a) is brand new, free of any flaws and defects, without previous operation and is not the subject of third party rights,
- b) meets all the standards set for such goods by the Polish law, has been admitted to trading on the territory of the Republic of Poland, has all the certificates, attestations, declarations of conformity required by the law and meets all the requirements for safety standards required by the law.

§ 2

VALUE OF THE CONTRACT AND TERMS OF PAYMENT

1. The price specified in the contract includes the total amount due that the Ordering Party is obliged to pay for the subject of the contract.

The Ordering Party undertakes to pay for the execution of the subject of the contract:

Net price: (EUR)

in words : (..... **00/100**) (EUR)

2. The above price includes all price-forming elements resulting from the scope and manner of execution of the subject of the contract, the costs of transport, packaging, loading, unloading, bringing and transport insurance.

3. Settlements between the Parties will be conducted in EUR.

4. Payment of the amount due for the delivered and accepted subject of the contract will be made by bank transfer to the Contractor's account indicated on the list of entities kept by the Head of the National Tax Administration, referred to in the article 96b of the Act on tax on goods and services, within 21 days from the date of receipt by the Ordering Party of a properly issued invoice.

5. The basis for issuing an invoice by the Contractor will be a delivery-acceptance protocol with no reservations signed by authorized representatives of the Parties.

6. The day of payment shall be deemed to be the day of debiting the Ordering Party's account.

7. Invoices should be issued to the Gdansk University of Technology with the indication of the organizational unit: **Chemical Faculty**, address: G. Narutowicza Str. 11/12, 80-233 Gdansk, Poland.

8. The Ordering Party allows the following payment mode: an advance payment in the amount of 20% of net price within 21 days since the signing of the contract, 30% of net price after preparation of the technical documentation, 40% of net price after delivery of the subject of the contract to a location indicated by the Ordering Party and 10% of net price after verification and acceptance of supplied subject of the contract by the Ordering Party.

9. The invoice, in addition to the number of this contract, the public procurement number **ZP/56/008/D/22**, must also contain the Polish Classification of Goods and Services code (PKWiU code).

10. The Ordering Party undertakes to accept the invoices, referred to in this paragraph, in paper form (A4 format) in the event that technical or formal obstacles prevent the transfer of invoices by electronic means.

11. The Contractor declares that invoices issued in the paper form will not be issued in the electronic form and vice versa.

12. In the case of an invoice in the paper or electronic format, e.g. PDF (Portable Document Format), it will be sent by the Contractor by e-mail to the following address: efaktury@pg.edu.pl.

13. Sending an invoice to an e-mail address other than the one indicated in point 12 of this paragraph does not in any case constitute delivery of the invoice in electronic form.

14. In the event of a change in the e-mail address, referred to in point 12 of this paragraph, the Ordering Party undertakes to notify the Contractor of the new e-mail address in writing or by e-mail. The change does not require preparation of an annex to the contract.

15. The Contractor declares that it ensures the authenticity of the origin, the integrity of the content and the legibility of the invoices sent in electronic form.

16. The Contractor is not obliged to send a structured electronic invoice to the Ordering Party via the Platform in accordance with the provisions of the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (i.e. Journal of Laws of 2020, item 1666, as amended).

§ 3



DEADLINE FOR EXECUTION OF THE SUBJECT OF THE CONTRACT

1. Delivery of the subject of the contract will occur within the following time limit: **not later than from the date of conclusion of the contract.**
2. Delivery must occur on the Ordering Party's working days from 8:00 to 15:00 from Monday to Friday, excluding public holidays, after telephone notification at least 48 hours in advance.

§ 4

CONDITIONS FOR EXECUTION OF THE SUBJECT OF THE CONTRACT

1. The Contractor shall deliver the subject of the contract by its own efforts and at its own expense to the Ordering Party's registered office and shall insure the goods in transport on its own and at its own risk, until it is accepted with no reservation by the Ordering Party.
2. The subject of the contract includes its unloading and bringing it to the place indicated by the person referred to in point 13 of this paragraph.
3. Place of delivery of the subject of the contract: Gdansk University of Technology, Chemical Faculty, Chemistry Building....., G. Narutowicza Str. 11/12, 80-233 Gdansk, Poland.
4. The Contractor declares that the subject of the contract will be delivered in packaging protecting against damage.
5. Delivery of the subject of the contract, installation, start-up and training of the Ordering Party's employees will occur within ... weeks (according to the tender offer) from the date of conclusion of the contract. This is the maximum deadline for 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, with no remarks.
6. The Contractor shall conduct training of the Ordering Party's employees in the operation of the device immediately after delivery, installation, start-up of the subject of the contract, at the Ordering Party's office, on the Ordering Party's working days and during its working hours, from Monday to Friday from 8:00 to 15:00. The training will ensure the ability to properly and safely handle the subject of the contract.
7. Together with the delivery of the subject of the contract, the Contractor shall provide warranty cards in Polish or English in paper version (1 copy) and technical documentation with drawings and instruction manual in Polish or English in paper and electronic version.
8. To the delivered device being the subject of the contract, the Contractor shall attach relevant documents confirming the marketing authorization on the territory of the Republic of Poland, CE Certificate.
9. In the case of repair or warranty replacement of the equipment, the Contractor is obliged to update the content of the sticker regarding the warranty date.
10. In the case of delegation the execution of the contract to Subcontractors, the Contractor bears full responsibility to the Ordering Party for their actions and omissions.
11. Acceptance of the object of delivery in terms of compliance with the tender offer will be made by the employees authorized by the Ordering Party, drawing up a delivery-acceptance protocol with the Contractor. In the case of remarks regarding the execution of the subject of the contract or identified flaws and defects in the subject of the contract, the Parties will agree on the manner and date of removing the deficiencies.
12. The name, technical parameters and price of the subject of the contract delivered to the Ordering Party must be consistent with the Contractor's tender offer. In the event of delivery of defective goods or not meeting the terms of the contract and the conditions specified in ORS, the Ordering Party will not accept the subject of the contract.
13. The Parties shall appoint the persons authorised to represent the Party in the matters related to execution of the contract:

On behalf of the Ordering Party :

Mr./Mrs., tel.: e-mail:

On behalf of the Contractor:

Mr./Mrs.:.....,tel....., e-mail:

14. The Ordering Party and the Contractor shall immediately notify each other of any change of the authorized persons in writing or by e-mail. Damages resulting from failure to comply with this obligation shall be borne by the obligated Party.

15. The above personal data are made available by the Parties to each other in order to execute the contract according to the article 6, paragraph 1, points b), c) and f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with



regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. The Parties become the administrators of their personal data made available to each other.

§ 5 WARRANTY

1. The Contractor provides a written warranty for the delivered subject of the contract for the period of months, counted from the date of signing the delivery-acceptance protocol with no reservations.
2. The warranty and statutory warranty period shall begin on the day following the day of signing the delivery-acceptance protocol with no reservations.
3. Liability under the warranty covers defects or failures arising from the causes inherent in the equipment, as well as any other failures or defects arising from the causes for which the Contractor is responsible.
4. As part of the warranty granted, the Contractor is obliged to conduct free warranty inspections throughout the entire warranty period in accordance with the manufacturer's requirements regarding device inspections.
5. Each time the Contractor undertakes to provide original, brand new parts and consumables. The costs of new parts and consumables related to the current usage of the device shall be borne by the Contractor.
6. The Contractor's obligations under the provided warranty consist either in replacing the subject of the contract with a new one free of defects, or in its repair, or in refunding the price paid.
7. The needs for repairs or replacement during the warranty period shall be reported to the Contractor by the persons authorized by the Ordering Party, indicated in §4 point , by electronic means, on the e-mail address indicated in the Contractor's tender offer:
.....
8. The Contractor is obliged to confirm immediately by electronic means the receipt of the request for warranty repair or replacement (submitted complaint) from the Ordering Party. If the Contractor does not confirm receipt of such a notification, the Ordering Party shall presume that it has reached the Contractor, unless it proves that it was impossible for technical reasons.
9. In the complaint notification, the Ordering Party is obliged to indicate the expected method of returning to conformity with the contract (replacement or repair).
10. If the Ordering Party requests repair, the Contractor (or the service point indicated in the tender offer) shall be entitled to assess the possibility of repair on site or the need to make repairs at the service point or the legitimacy of replacing the defective subject of the contract with a new one free of defects.
11. At the Ordering Party's office, the representative of the Contractor or of the service point indicated in the tender offer assesses the possibility of repair on site or the need to make repairs at the service point or in the Contractor's office.
12. The costs of transport and insurance as well as the risk of loss or destruction of the subject of the contract during warranty repair or replacement shall be borne by the Contractor.
13. Within the warranty granted, the Contractor undertakes to:
 - 1) begin to fulfil the warranty obligations within no more than 48 hours, counted from the date and time of notification of the need for warranty repair by the Ordering Party;
 - 2) replace the defective subject of the contract with the one free of defects or remove the defect within a reasonable time without undue inconvenience to the Ordering Party;
 - 3) remove the failure within no more than 14 calendar days from the date and time of proceeding to the defect removal. Transport of the device "to" and "from" warranty repair and insurance during this period will occur at the expense and risk of the Contractor;
 - 4) if the deadline for the repair specified in point 3) of this paragraph cannot be met for the reasons beyond the Contractor's control (justification provided by the Contractor in writing), the warranty repair time may be extended, with the consent of the Ordering Party, to the date requested by the Contractor, necessary to finish the repair;
 - 5) in the event of failure to comply with the warranty obligations within the required period, the Ordering Party may delegate the repair to a third party, at the expense and risk of the Contractor; the costs of substitute repair, incurred by the Ordering Party, shall be borne by the Contractor; the substitute repair does not result in the loss of warranty and statutory warranty rights on the part of the Ordering Party;



14. The warranty will be automatically extended for the period of warranty repair.
15. Destruction or loss of the warranty card will not result in the loss of the warranty if the Ordering Party documents the existence of the Contractor's obligation under the warranty in the other way (purchase invoice, delivery-acceptance protocol).
16. The Ordering Party shall have the rights under the statutory warranty regardless of the rights under the warranty. The Contractor's liability under the statutory warranty is not subject to any limitations or exclusions.

§ 6

CONTRACTUAL PENALTIES

1. The Contractor undertakes to pay contractual penalties to the Ordering Party for:
 - a) a delay in the execution of each delivery in the amount of 500 EUR for each day of the delay, counted from the day following the date on which the delivery was to occur in accordance with § 3, point 1 of this contract,
 - b) for late proceeding with the warranty obligations referred to in § 5, point 13, subpoint 1 of this contract, in the amount of 500 EUR for each day of a delay counting from the expiry of the deadline, for each event,
 - c) for a delay in removing the failure referred to in § 5, point 13, subpoint 3 of this contract, in the amount of 500 EUR for each day of delay, subject to the provisions in § 5, point 13, subpoint 4 of this contract, for each infringement for which there was a delay.
2. For withdrawal from the contract by either Party, subject to the article 456 of the PPL Act, the Party on which the reasons for withdrawal lie will pay the other Party a contractual penalty in the amount of 10% of the net value of the unexecuted contract.
3. In the event of a damage exceeding the amount of contractual penalties, the Parties reserve the right to claim supplementary compensation on the general principles of the Civil Code.
4. The Contractor agrees to deduct the charged contractual penalty from the price due without prior request.
5. Contractual penalties will be payable within 14 days from the date of issue of a debit note.
6. Claiming the contractual penalties for withdrawal from the contract does not exclude claiming the contractual penalties on other grounds.
7. The total amount of contractual penalties may not exceed 20% of the price specified in § 2, point 1 of the contract.
8. In the event of a delay in execution of the subject of the contract due to the SARS-CoV-2 virus pandemic, the contractual penalties will not be charged. In such a case, the Contractor is obliged to substantiate this circumstance.

§ 7

CHANGE OF THE PROVISIONS OF THE CONTRACT

1. Changes in the provisions of the concluded contract regarding the content of the tender offer, which was the basis of the Contractor selection may be made only in accordance with the articles 454 and 455 of the PPL Act.
2. The Parties allow the possibility of changing the provisions of the contract in the following situations:
 - a) changes of the VAT rate – the Contractor's remuneration may change in the event of a reduction or an increase in the VAT rate as a result of a change in applicable regulations. Payment will be made taking into account the VAT rate in force on the invoice date;
 - b) change of deadline – the deadlines for execution of the subject of the contract defined in the contract may be changed in the event of force majeure, the occurrence of which is beyond the reach and control of the Parties (e.g. natural disasters, hurricane, flood, transport disasters, fire, explosions, war, strike and other extraordinary events), as an external event, impossible to predict and avoid, preventing the delivery within the time limit specified in the contract. In the aforementioned circumstances, the Parties define a new contractual deadline, however the magnitude of deadline extension must be correlated with the cause of a delay;
 - c) changes in the subject and date of the contract – in the event that by the delivery date specified in this contract the offered device is not available on the market or its production is terminated, the Contractor will propose more modern substitutes with the same or better technical parameters or with higher functionality, at the price not higher than in the tender offer.



The Contractor is obliged to inform the Ordering Party in writing about the need to replace the goods and to provide a written confirmation of the distributor or equipment manufacturer about the lack of replaced equipment on the market. Such a change will be made after prior written acceptance by the Ordering Party;

- d) changes of the persons representing the Parties of the contract – in the event of changes of the persons authorized to represent the Ordering Party or the Contractor, the Parties shall immediately notify each other and make appropriate changes to the contract.

§8

FINAL PROVISIONS

1. In the matters not covered by the provisions of this contract, the provisions of the Civil Code shall apply, unless the provisions of the PPL Act provide otherwise, and other generally applicable provisions of law, in particular the articles 15r -15r1 of the Act of 2 March 2020 on special solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and emergencies caused by them (Journal of Laws of 2021, item 2095, as amended).

2. The Contractor cannot assign receivables or transfer the rights and obligations arising from this contract to third parties without the prior written consent of the Ordering Party.

3. The Contractor assumes liability for any claims that third parties make against the Ordering Party regarding use of the rights belonging to the third parties, in particular copyrights, patents, utility models, decorative designs, industrial designs or trademarks if the use of the subject of the contract requires to benefit from these rights.

4. Any amendments and additions to the content of the contract must be done in a written form.

5. The Contractor is obliged to inform immediately about any changes in the legal status of its company, as well as about the opening of bankruptcy proceedings, arrangement and liquidation procedure.

6. Tender Offer of the Contractor and ORS are integral parts of the contract.

7. The Parties are bound by other terms and conditions contained in the tender offer of and in the Order Requirements Specification for this contract.

8. The attachments are an integral part of this contract.

9. The Parties accept that working days of the Ordering Party are from Monday to Friday, excluding Saturdays and public holidays.

10. Any disputes that may arise during the execution of and regarding this contract shall be settled by the court competent for the seat of the Ordering Party according to the Polish law.

11. The Contract was drawn up in two identical copies, one for each of the Parties/The Contract was concluded in the electronic form of a legal transaction and was provided with a qualified electronic signature².

CONTRACTOR

ORDERING PARTY

Attachments to the contract

1. Order Requirements Specification of
2. Tender Offer of the Contractor of
3. Template of a delivery-acceptance protocol

² Delete as appropriate



ZP/56/008/D/22

Attachment no. 1 to Supply Contract

DELIVERY-ACCEPTANCE PROTOCOL

concerning a transfer of the subject of the contract of no./WCH/22

CONTRACTOR	ORDERING PARTY
	Gdansk University of Technology, Chemical Faculty G. Narutowicza Str. 11/12 80-233 Gdansk, Poland
Representative of the Contractor	Representative of the Ordering Party

1. On The Ordering Party makes a protocol acceptance of the ordered batch of goods being the subject of the contract from the Contractor selected in the public procurement procedure entitled: **Supply of fully automated fuel cell test station.**

*2. Proper/improper execution of the contract is recognized to the extent specified in the procurement notice and in the contract.

The remarks concern:

.....

signature of authorized person

signature of authorized person

**delete as appropriate*