

Contract template - Annex No. 4 to the Request for Proposal No. 1/2023

AGREEMENT NO.

concluded on in Mielec, hereinafter referred to as the " **Agreement** ", between:

Eurotech Spółka z ograniczoną odpowiedzialnością, with its registered office in Mielec, address: postal code 39-300, Strefowa 3 street, Mielec, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, under KRS number 0000014396, as of May 5, 2023 with a share capital of PLN 61,800.00, NIP 8171873791, REGON 831214781, BDO 000025835 represented by: Janusz Michalcewicz – President of the Management Board

hereinafter referred to as the " **Ordering Party** ",

and

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

hereinafter referred to as the " **Contractor** ",

collectively referred to as the " **Parties** "

Considering the fact that:

1. The procedure was conducted in the form of a request for proposals, observing the principle of fair competition and equal treatment of Contractors, as well as in accordance with the conditions and procedures set out in the Guidelines of the managing authority of the regional operational program of the Podkarpackie Voivodship for 2014-2020 regarding the eligibility of expenditure under ROP Pomorskie 2014-2020 2020(ERDF).
2. Persons representing the Parties declare that they have appropriate authorizations to incur obligations under this Agreement;

The Parties have decided to conclude an Agreement with the following wording:

Subject of the contract

1. The subject of the purchase is **a shaker with software as part of subtask 1 (150): Shaker with software with the parameters listed in Annex No.: 5.** - hereinafter referred to as the Subject of the Order under the project entitled "Development of research and development facilities supporting the design and implementation of aviation products and services" implemented under Measure 1.2 Industrial research, development works and their implementation co-financed by the European Regional Development Fund under the Regional Operational Program for the Podkarpackie Voivodeship for 2014-2020 (hereinafter referred to as subject of the Agreement).
2. The scope and manner of implementation of the subject of the Agreement are specified in the request for proposals, Appendix No. 5 to the request and this Agreement.
3. Delivery time:
- by August 15, 2023 at the latest
4. Place of delivery: Eurotech Sp. z o. o
5. Transport: at the expense of the Supplier.

Parties' obligations

1. The contractor undertakes to perform the obligations of the contract with due diligence.
2. The Contractor shall provide persons with appropriate qualifications to perform the obligations of the contract.
3. When performing the contract, the Contractor bears full responsibility for the competent, reliable and timely performance of the contract obligations.
4. The contractor shall be liable for any damage caused during the performance of the contract by persons employed to perform the contract.
5. The Contractor bears full responsibility for infringement of copyrights, patents, trademarks, etc. relating to the technologies and methods used in the implementation of the subject of the contract.
6. The parties appoint their representatives to supervise and coordinate matters related to the implementation of the agreement:

a/ on the side of the Ordering Party: Mr. Lucjan Kalicki ; l.kalicki@eurotech.com.pl ;
Tel: 531 415 649; Mrs. Katarzyna Winiarz; k.winiarz@eurotech.com.pl ; tel. 519 833 111

b/ on the part of the Contractor: p....., e-mail....., phone number

The method of performance and receipt of the subject of the contract

1. The date of completion of all contractual obligations is the date on which the Acceptance Protocol was signed.

Contractual penalties and terms of withdrawal from the contract

The parties agree on the following contractual penalties:

1. For delay in performance of the subject of the contract and failure to meet the delivery date in the amount of 1.0% of the contract value for each commenced day of delay.
2. For withdrawal from the contract: 10% of the total remuneration.

Changes to the contract

The Ordering Party does not allow changes to the terms of the contract.

Final Provisions

1. In all matters not covered by this contract, the provisions of the Civil Code and the Public Procurement Law Act shall apply. Any disputes arising from the performance of the subject of the contract shall be settled by the parties amicably.
2. In the event of failure to reach an agreement, disputes will be resolved by a common court of competent jurisdiction.
3. The parties are obliged to inform each other about any changes in the legal status of their company, as well as about the initiation of bankruptcy, composition and liquidation proceedings.
4. The contract has been drawn up in two identical copies, one for the Ordering Party and one for the Contractor.

An integral part of this Agreement are:

- 1) Inquiry with attachments prepared for the procurement procedure being the subject of the contract,
- 2) the Contractor's offer with attachments submitted in the procedure.

In the event of conflicts between the documents, the parties apply the documents in the following order: 1. Agreement, 2. Request for proposals, 3. Contractor's offer with attachments.

CONTRACTOR

PURCHASER