Appendix 2 to Request for Quotation (RFQ)

CONTRACT No. ...... - model contract

concluded in Krakow on ........................... by and between:

Astor spółka z ograniczoną odpowiedzialnością having its registered office in Krakow, address: ul. Smoleńsk 29, registered by the District Court for Krakow - Śródmieście, 11th Commercial Division of the National Court Register under KRS No.: 0000120940, with share capital of: PLN 1,164,930.00, Taxpayer ID No. NIP: 676-01-05-127 represented by:

Michał Wojtulewicz - Vice-President of the Management Board

hereinafter referred to as the “**Client**”

and

*…………………………………, having its registered office in ……………………… Correspondence address: ........................................., entered in the National Court Register under No. ................ in the District Court ..................., .... Commercial Division, Taxpayer ID No.* *NIP: ..............; Business ID No. REGON ................; with share capital of .......... (if applicable),*

*hereinafter referred to as the* “***Contractor***”,

*represented by:*

*1. ....................................................... - ..................................................*

*2. ....................................................... - ..................................................*

*or*

*................................................, entered in the Central Register and Information on Business of the Republic of Poland, running the company: ………………….. ............................................, at the address ........................................ Correspondence address: ………………….., Taxpayer ID No.* *NIP: ......................, Business ID No. REGON: …….…….,*

hereinafter referred to as the “**Contractor**”

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

This Contract has been concluded as a result of the conducted procedure for awarding a public contract entitled:"**Supply of an industrial robot**” in accordance with the principle of competitiveness as per item 3.2 of the "Guidelines for eligibility of expenditure in connection with the implementation of tasks financed from European funds in the 2021-2027 financial perspective".

The Contract shall be performed as part of the Project entitled ''**hub4industry**'' (hereafter: the “**Project**”) co-funded by the European Commission under the call for proposals procedure entitled “Initial Network of European Digital Innovation Hubs (EDIH)”under the Digital Europe programme for he years 2021-2027 and the European Funds for Smart Economy Programme (FENG) for the years 2021-2027, Priority II: Innovation-friendly environment, Action: 2.22 Co-financing of EDIH activities.

**§ 1**

**Object of the Contract**

* + - 1. The object of the Contract is the purchase of an industrial robot(hereinafter referred to as the **“Robot**"). The subject matter of the Contract is detailed in Appendix 2 to the Contract.
			2. The following Appendixes form integral parts of the Contract:
	1. Appendix 1 - Contractor's Bid,
	2. Appendix 2 - Description of the subject matter of the contract (OPZ)
	3. Appendix 3 - Model acceptance protocol.
		+ 1. The Contractor shall carry out all activities necessary for the proper performance of the Contract in accordance with the generally applicable legal regulations and the requirements of the Robot’s manufacturer, and in particular the Contractor undertakes to:
	4. properly pack the Robot, insure it for the time of loading, transport (domestic or foreign) and unloading, deliver it using a vehicle that guarantees adequate security and bring it to the place indicated by the Contracting Authority,
	5. deliver the Robot to the registered office of Astor sp. z o.o. at the address: ul. Smoleńsk 29, 31 - 112 Krakow,
	6. unpack, remove and dispose of the packaging and any other material that remained after unpacking the Robot,
	7. install and configure the Robot so that it can be used for its intended purpose, within the scope specified in detail in Appendix 2 - Description of the subject matter of the contract,
	8. grant (or to ensure that an authorised entity grants) to the Client, as part of the remuneration referred to in § 7.1 of the Contract, a licence unlimited in time (perpetual) and territory for the use of the software intended for the Robot to be used in accordance with its intended purpose. By perpetual licence the Client means a licence that allows the Client to use the subject of the licence for at least 20 years, which means that for not less than 20 years it will not be possible to terminate the licence unilaterally by the Contractor for reasons other than a material breach of the licence conditions by the Client, such as a licence granted for an indefinite period with a notice period of not less than 20 years.
	9. ensure that the Manufacturer's guarantee and warranty for the Robot will be provided, as well as provide guarantee service and technical support under the terms and conditions set out in the Contract.
		+ 1. The Parties agree that an employee of Astor sp. z o.o. will be present during installation and configuration of the Robot.

**§ 2**

**Client’s Declarations**

The Client declares that:

1. it implements the Project on the basis of the Funding Agreements regarding the Project co-financed by the European Commission under the call for proposals procedure entitled “Initial Network of European Digital Innovation Hubs (EDIH)”under the Digital Europe programme for he years 2021-2027 and the European Funds for Smart Economy Programme (FENG) for the years 2021-2027, Priority II: Innovation-friendly environment, Action: 2.22 Co-financing of EDIH activities.
2. the Client's duties include the purchase of the Robot covered by this procedure for the award of a public contract in order to implement the Project

**§ 3**

**Contractor’s declarations**

* + - 1. The Contractor declares that it has the necessary knowledge and experience, as well as the technical potential to perform the activities covered by the Contract with due diligence and in accordance with the state-of-the-art.
			2. The Contractor declares that the Robot is brand new and unused. The Robot comes from the manufacturer's official distribution channels, ensuring in particular the exercise of rights under the guarantee and technical support.
			3. The Contractor declares that the commissioning of the Robot and its use as intended will not require the purchase of additional cables, wires, etc., as well as any additional licences and authorisations other than those covered by the Contract.
			4. The Contractor undertakes to perform the Contract in accordance with the requirements concerning the contract subject specified in the Request for Quotation, including the appendices, and the provisions of the bid submitted as part of the procedure for awarding a public contract No. 1/2024/ASTOR.

**§ 4**

**Contractor’s duties**

* + 1. The Contractor undertakes to cooperate closely with the Client during the implementation of the Contract.
		2. The Contractor must provide its own vehicles and human resources necessary to unload, install and configure the Robot.
		3. If the Contractor is unable to perform a part of the contract subject due to the fact that a part of the contract subject is no longer available on the market, in such a case the Contractor shall offer a solution with specifications no worse than the solution presented in the bid.

**§ 5**

**Completion dates**

* + - 1. The Contractor undertakes to **deliver, install and configure the Robot** in accordance with the terms and conditions of the Contract **within 14 days of the conclusion of the Contract, but no later than 20.04.2024.**
			2. The Contractor undertakes to notify the Client of the planned date of delivery, installation and configuration of the Robot, which notice shall be in writing in order to be valid, not later than 3 days prior to the planned date of delivery via electronic mail to the e-mail address: kamil.majcher@astor.com.pl, whereby the delivery may take place on working days during the Client's working hours, i.e. from 08:00 to 16:00. The notice date shall be the date on which the Client is provided with the information referred to in the sentence above.

**§ 6**

**Rules of liability**

Should the Robot be lost, damaged or destroyed by the time of signing the Acceptance Protocol by the Parties, the Contractor shall, at its own cost and risk, bring the Robot to a condition compliant with the description of the contract subject, and if this is not possible, provide the Client, at its own cost, with a new Robot that will be free from any defect and damage and meet at least all the parameters required under this Contract, within the deadline specified in § 5.1.

1. The Contractor declares and warrants that, during the implementation of the Contract, he shall, at his own cost and risk and within the limits defined in the Contract, including in particular those relating to the guarantee and warranty, take all possible measures to secure, maintain in a proper technical condition and insure the Robot, ensuring that it is complete and suitable for use as intended.
2. The Contractor shall be liable for any damage caused by the Contractor to the Client's infrastructure (including equipment and other devices) on the occasion of the delivery, installation and configuration of the Robot.

**§ 7**

**Training**

* + - 1. The Contractor shall provide training to the Client's employees at the time and in the scope indicated in this section.
1. The Contractor shall ensure that training of the Client's employees is carried out at the time and to the extent indicated in this paragraph.
2. The training will take place during the Robot commissioning or within 2 working days from the commissioning date, assuming that the training is carried out on working days during the Client's working hours, i.e. from 08:00 to 16:00. An item confirming that the training has been carried out shall be included in the Acceptance Protocol that constitutes Appendix 2 to the Contract.
3. Types, scope and other guidelines for carrying out the training are set out in Appendix 2 - Description of the Contract.

**§ 8**

**Remuneration**

The Client undertakes to pay the Contractor remuneration for the properly executed object of the Contract in a **gross** amount of:PLN **………………….** (in words: …………………………. 00/100), including due VAT tax at .... % rate, resulting from the Contractor's bid.

The remuneration covers the performance of all the Contractor's duties specified in the Contract, including in particular: the price of the Robot together with the delivery of a set of accessories necessary for its commissioning and functioning in the configuration required in the RFQ, the cost of loading, delivery, transport, unloading, bringing in, installation and configuration of the Robot, the cost of unpacking, removal and disposal of the packaging and any other material that remained after unpacking the Robot, the cost of technical support, the cost of a licence unlimited in time ( perpetual) and territory for the use of the software designed to operate the Robot as intended, the cost of training, the cost of insuring the Robot for the time of transport and repair carried out at the Contractor's premises, the cost of providing and enforcing the Manufacturer's guarantee, including the cost of repair and replacement of the Robot, custom fees, stamp duties and other indirect fees connected with the execution of the delivery of the Robot by the Contractor and other duties resulting from the guarantee or warranty, as well as the technical support service described in Appendix 2.

The Parties agree that payment for the performance of the Contract shall be made in the form of a transfer to the Contractor's bank account indicated in the invoice, within a period of time enabling the correct implementation of the Project, not later than 30 days from the date of delivery of the invoice to the Client.

In the event that the invoice is not correctly issued, the Contractor shall be requested to issue an appropriate corrective document with regard to the deficiencies or irregularities indicated by the Client. The date of receipt of the invoice shall be deemed to be the date of receipt of the corrective document referred to in the preceding sentence. A correctly issued invoice should include full name of the Robot covered by the Contract.

The payment for the object of the Contract duly performed shall be based on the Acceptance Protocol referred to in § 9.2 signed by both Parties and on a correctly issued invoice.

The Contractor undertakes to deliver to the Client, after signing the protocol referred to in paragraph 5, a paper invoice and, in addition, an electronic image of the invoice (PDF format) to the address indicated in § 13.1(b), containing a description of the delivered Robot, in accordance with the provisions of the Contract. Due to the fact that the object of the Contract is co-financed from funds originating from the European Union budget, the invoice must contain a description of the Robot consistent in terms of name, quantity and parameters with the Robot being the object of the Contract. **The Client indicates that the invoice should include the following description: supply of an industrial Robot.**

The Contractor declares that the bank account number that will be indicated on the invoice for payment by the Client is on the list of entities ("White List") referred to in Article 96b(1) of the Act of 11 March 2004 on Goods and Services Tax.

The date of payment shall be deemed to have been met upon debiting the Client's account.

**§ 9**

**Acceptance of the object of the Contract**

1. The object of the Contract shall be subject to acceptance consisting in checking the completeness, functioning and achievement of the Robot parameters required by the Contract delivered, installed and configured by the Contractor in the performance of the Contract. For the avoidance of doubt, the required parameters referred to in the preceding sentence shall mean the parameters that should be achieved as described and on the basis of the respective procedures of the Robot's manufacturer and the requirements prescribed by law, which parameters can be measured and read on the basis of the Robot's documentation.
2. If the Client finds that the Robot complies with the contract requirements and that training has been provided in accordance with the contract, the Client and the Contractor shall sign an acceptance protocol. A model acceptance protocol is attached as Appendix 3 to this Contract.
3. At the time of acceptance, the Client shall have the right to check the elements and parameters indicated in paragraph 1, but shall not be obliged to exercise this right, and the Client's failure to exercise this right shall not result in the exclusion or limitation of the Client's rights relating, in particular, to the guarantee or warranty. The date of performance of the delivery shall be the date on which the acceptance protocol is signed without remarks. The benefits and burdens associated with the Robot and the danger of accidental loss or damage to the Robot shall pass to the Client at that moment.
4. The Client may refuse to sign the acceptance protocol in the event that defects of the Robot, other than minor defects, are found. In such a case, the Contractor shall be obliged to rectify such defects at its own cost within the time limit set by the Client and to re-notify the Client of its readiness for acceptance, within 7 days. Until acceptance of the Robot, the Client shall be entitled to impose a contractual penalty in accordance with § 14.1(a). With regard to minor defects found at the time of such acceptance, the Client shall request the Contractor to rectify such defects at the Contractor's cost within the time limit set by the Client, which shall not be less than 3 working days.

**§ 10**

**Guarantee and warranty for the Devices**

The Contractor shall provide directly to the Client a manufacturer's guarantee for the Robot during the period specified in Appendix 2 to the Contract - Description of the subject matter of the Contract, the period of which shall commence on the date of signing by both Parties of the Acceptance Protocol referred to in § 9.2 of the Contract, at least in the scope specified in this Contract.

In the event of any contradictions between the provisions of the manufacturer's guarantee card provided by the Contractor and the provisions of this Contract, the provisions of this Contract shall prevail. The Contractor shall ensure implementation of those elements of the guarantee that are not covered by the manufacturer's guarantee. In such a case, the periods within which the Contractor shall provide guarantee services shall start from the date of the notice sent to the address indicated in § 11 item 2).

The guarantee shall be provided at the place where the Robot is used, with the possibility of repair at the manufacturer's/Contractor's service centre if repair at the place of use proves impossible.

The manufacturer, and in the case described in paragraph 2 - the Contractor shall be liable to the Client for any defects identified in the Acceptance Protocol and defects revealed during the guarantee and warranty period.

The Contractor shall be liable under the warranty for a period of 24 months. The Client shall have the right to pursue claims under the warranty for defects also after the expiry of the period stated in the previous sentence, if the defect was notified within this period.

**§ 11**

**Detailed terms and conditions of guarantee and servicing of the Robot**

The Parties establish the following terms and conditions of guarantee for the Robot (these terms and conditions apply to the Manufacturer providing the guarantee, and in the case referred to in § 10.2 - to the Contractor):

* 1. During the guarantee period, the Manufacturer/Contractor shall provide, within the amount of the remuneration referred to in § 8.1 of the Contract, guarantee repairs of the Robot together with its reconnection and commissioning, necessary transport of Robot parts and replacement of parts.
	2. In case of any defects in the delivered Robot or malfunctions identified during the guarantee period, the Client shall send a **notice**, via electronic mail, to the email address: ........................................ with a description of the defect or malfunction.
	3. The Manufacturer/Contractor shall ensure that notices can be sent and received on working days (a day that is not a public holiday or a Saturday shall not be considered a working day) from 8:00 to 16:00 hrs.
	4. The Manufacturer/Contractor undertakes to remedy defects in the Robot within 30 working days from the date of sending the notice referred to in paragraphs 2 and 3.
	5. If it is not possible to remedy the Robot's defect, the Manufacturer/Contractor undertakes to replace the Robot being complained about with a new defect-free Robot within 60 working days of sending the notice referred to in items 2 and 3 above.
	6. It is permitted to replace the Robot with a Device better than the one specified in the bid constituting Appendix 1 to the Contract.
	7. If, in the performance of its obligations under the guarantee, the Manufacturer/Contractor has delivered to the Client, in place of the defective Robot, a new Robot that is free from defects, the guarantee period for the newly delivered Robot shall run anew from the moment of delivery of the defect-free Robot. For any repair of the Robot, the guarantee period shall be extended by the number of days during which the Client was unable to use the Robot, excluding the repair period referred to in item 4.
	8. Should the Contractor fail to comply with the guarantee obligations within the required period, the Client may entrust the repair to a third party, at the Contractor's cost and risk; the costs of the substitute repair incurred by the Client shall be borne by the Manufacturer/Contractor; the substitute performance shall not cause the Client to lose its guarantee and warranty rights. The Manufacturer/Contractor shall pay to the Client an amount corresponding to the repair costs incurred by the Client within 7 days from the date of submission to the Contractor of a cost invoice confirming the repair costs.

**§ 12**

**Technical Support**

1. The Contractor undertakes to provide the Client with Technical Support for a period of 5 years, starting from the date of signing by both Parties of the Acceptance Protocol referred to in § 8.2 of the Contract, within the amount of remuneration specified in § 8.1 of the Contract.
2. Detailed terms and conditions for the provision of Technical Support are specified in the Description of the Subject Matter of the Contract - Appendix 2 to the Contract.

**§ 13**

**Persons responsible for the implementation of the Contract**

* 1. The Parties appoint the following persons as the persons responsible for the implementation of the Contract:
1. For the Contractor: **……………., Phone: ………………., e-mail: ……………………**
2. For the Client: **……………., Phone: ………………., e-mail: ........................** or an employee authorised by him.
	1. The persons referred to in paragraph 1 shall be authorised to represent the respective Party in all matters relating to the implementation and performance of the Contract, except for the authority to amend the Contract.
	2. The Contractor's compliance with the instructions of the person appointed by the Client as the person responsible for the implementation of the Contract shall not release the Contractor from the responsibility for the proper performance of the Contract in accordance with the provisions thereof and shall not entitle the Contractor to request an amendment to the Contract.
	3. A change in the data of the persons referred to in paragraph 1 shall not constitute an amendment to the Contract. Until such time as the other party is notified of a change in the details of the persons referred to in paragraph 1 in writing or via electronic mail to the address specified in paragraph 1, any notice or delivery made to the previously specified address shall be deemed to have been effectively made.

**§ 14**

**Contractual penalties**

* 1. In the event of non-performance or improper performance of the Contract, the Contractor shall pay the Client the following contractual penalties:
1. for delay in delivery of the Robot (delivery of the Robot, its installation and configuration, carrying out training) in relation to the deadline specified in § 5.1, § 10.5) in the amount of PLN 200.00 for each started day of delay, and in the event that the delay period exceeds 7 days - in the amount of PLN 500.00 for each next started day of delay,
2. for delay in remedying minor defects identified at the time of acceptance, as well as any defects revealed during the warranty or guarantee period, in repairing the Robot, replacing the Robot, repairing or replacing a part of the Robot (regardless of whether the delay is attributable to the Contractor or to the manufacturer who issued the guarantee), in the amount of PLN 500.00 for each started day of delay counted from the day resulting from this Contract or the day set for remedying them,
3. for delay in performance of obligations within the time limits defined in the Contract (other than those defined in points a - b), in the amount of PLN 500.00 for each started day of delay,
4. for delay in performance of obligations within the time limits defined in the Contract (other than those defined in points a - b), in the amount of PLN 500.00 for each started day of delay, In the event of withdrawal from the Contract by one of the Parties for reasons attributable to the Contractor, the Contractor undertakes to return the entire Remuneration received from the Client and to pay a contractual penalty amounting to 15% of the gross remuneration specified in § 8.1 of the Contract. The penalty referred to in the preceding sentence shall apply to the withdrawal in accordance with the provisions of the Civil Code, as well as the withdrawal provided for in the Contract.
5. The total amount of contractual penalties shall not exceed 20% of the gross remuneration specified in § 8.1 of the Contract.
6. Before imposing the contractual penalty, the Client shall request the Contractor to submit a detailed statement of the reasons for non-performance or improper performance of the Contract. The Contractor shall give the reasons for non-performance or improper performance of the Contract within 3 working days from the date of receipt of the request.
7. In the event that the amount of the damage suffered by the Client is greater than the contractual penalty, as well as in the event that the damage occurred for reasons for which no contractual penalty was reserved, the Client shall be entitled to seek compensation in accordance with the general rules under the provisions of the Civil Code - irrespective of whether he exercises his rights to receive a contractual penalty. The Client may seek compensation in excess of the amount of the reserved contractual penalty.
8. The Contractor shall pay the penalty within 10 days from the date of receipt of the information on imposing the penalty. Failure to make timely payment shall entitle the Client to offset the contractual penalty against the Contractor's remuneration or its other receivables which the Contractor is entitled to receive from the Client, to which the Contractor agrees.
9. Imposing by the Client or paying by the Contractor the contractual penalty referred to in paragraph 1 shall not release the Contractor from his obligations under this Contract.

**§ 15**

**Legal defects**

1. In the event that the object of the Contract suffers from legal defects, the Contractor shall immediately remedy such defects, no later than on the date set by the Client. The Contractor shall bear all costs incurred by the Client in connection with the revealed legal defects, including documented costs related to third-party claims.
2. If the delay in remedying the legal defects exceeds 1 week, the Client shall be entitled to withdraw from the contract. The provisions of § 14.2 shall apply accordingly.
3. A legal defect disclosed upon acceptance of the object of the contract shall always be treated as a major defect and remedying such defect shall be subject to the rigour described in § 9.4 sentences 1-3.

**§ 16**

**Amendments to the Contract**

Any amendments to the Contract shall require the consent of both Parties expressed in writing in order to be valid.

**§ 17**

**Withdrawal**

1. Notwithstanding the cases regulated by the Civil Code, the Client reserves the right to withdraw from the contract with all legal consequences, including the payment of penalties by the Contractor, without the need to send the Contractor any separate requests beforehand, if:
2. the Client acquires information on the Contractor's declaration of liquidation or the issuance of an order for the seizure of the Contractor's assets to the extent preventing the performance of this Contract;
3. the Client acquires information that the Contractor, due to its insolvency, has not fulfilled its financial obligations for a period of at least 3 months
4. the Contractor delivers the object of the Contract that does not correspond to the content of the Contract, if the Contractor fails to remove the identified non-conformity despite being requested to do so within the deadline set in accordance with the Contract,
5. the delay in the delivery of the object of the contract (delivery of the Robot, its installation and configuration), as per § 5.1 of the Contract) exceeds 1 week, without setting an additional deadline for the performance of the Contract;
6. the period of delay in fulfilling the obligations under the warranty or guarantee exceeds 1 week in relation to each of the deadlines stipulated in this Contract, after being first requested to fulfil these obligations with setting an additional deadline of not less than 1 week;
7. the amount of contractual penalties imposed on the Contractor reaches an amount at least equivalent to 20% of the gross contractual value referred to in § 8.1 of the contract,
8. in other cases defined in this Contract or provided for in the applicable provisions of the Act - Civil Code).
9. if the impediment to the Contractor's timely fulfilment of his obligations under the contract ( due to reasons beyond the Contractor's or the Client's control, i.e. e.g. due to reasons related to the situation of the supply chain disruption caused by force majeure circumstances) does not cease after 7 days from the expiry of the deadline for fulfilment of this obligation.
10. The statement of withdrawal shall be made within 30 days of becoming aware of the circumstance giving rise to the withdrawal in writing in accordance with the rules set out in Article 78 or 78.1 of the Civil Code. The statement must state the reasons for the withdrawal.
11. In the event that the withdrawal is for reasons attributable to the Contractor (in particular, for the reasons referred to in paragraph 1(a-g)), § 14.2 shall apply.
12. If the withdrawal is for reasons other than those stated in paragraph 3, the provisions of § 14.2 shall apply respectively, whereby the Client shall not be entitled to impose a contractual penalty for the withdrawal from the Contract.

**§ 18**

**Final provisions**

1. The Contractor may not, without the Client's prior consent, expressed in writing in accordance with the rules laid down in Article 78 or 78(1) of the Civil Code in order to be valid, transfer or dispose of receivables already falling due, as well as future receivables to which the Contractor is entitled under the contract, to any third party. The above prohibition shall also apply to rights related to receivables, in particular claims for outstanding interest - Article 509 § 1 and 2 of the Civil Code.
2. Any changes and additions to the content of this contract shall require, in order to be valid, an annex in written form bearing the handwritten signature of authorised representatives of the Parties in order to be valid, or in electronic form - bearing a qualified electronic signature, in order to be valid.
3. The Parties agree that statements/notices concerning the termination or withdrawal from the contract shall be made in writing, in accordance with the rules laid down in Article 78 or 78(1) of the Civil Code.

Documents made in ordinary written form shall be delivered to the other Party personally or sent against acknowledgement of receipt by registered mail. Simultaneously, the Parties agree that in the event of delivery of a correctly addressed mail and failure to collect it by the Party, despite being advised twice, the mail shall be deemed to have been effectively delivered.

Documents drawn up in electronic form (pursuant to Article 78(1) of the Civil Code) sent to the e-mail addresses indicated in § 13.1 of the Contract shall be deemed effectively delivered on the date of sending.

1. The Parties agree that the addresses for correspondence shall be those given hereinabove in the presentation of the Parties. Any change in the address details of the Party and the persons responsible for the implementation of the Contract shall require a written notice, otherwise it shall be deemed null and void, and shall not require an annex to the Contract. The provisions of sentences 1 and 2 above shall apply respectively to other contact details provided in this Contract.
2. In matters not regulated by the Contract, the provisions of the Act of 23 April 1964 - Civil Code shall apply.
3. Should a dispute arise between the parties arising out of or in connection with the Contract, the parties may endeavour to resolve it by way of mediation conducted by the Permanent Mediators of the Court of Arbitration at the General Counsel to the Republic of Poland or by way of any other amicable settlement of the dispute in accordance with the Rules of that Court. If no settlement is reached before the Permanent Mediator of the Court of Arbitration at the General Counsel to the Republic of Poland, or if the dispute is not submitted to mediation as referred to above, the dispute shall be submitted to the common court having jurisdiction over the Client's registered office.

**§ 19**

**Form of the Agreement**

1. This contract has been drawn up in written form bearing the handwritten signature of authorised representatives of the Parties in order to be valid, or in electronic form - bearing a qualified electronic signature, in order to be valid. The contract bearing the handwritten signature is drawn up in two identical copies, one copy for the Contractor and one copy for the Client.
2. The Parties unanimously declare that if this Contract is concluded in electronic form with the use of a qualified electronic signature, the resulting electronic document shall constitute a certification that the Parties have unanimously made the declarations of intent contained therein, and the date of conclusion shall be the date of submission of the last (subsequent) declaration of intent regarding the conclusion thereof by the authorised representatives of each Party.

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

Client Contractor

*Appendix 3 to Contract No ……….....*

*of [date]……………..*

[place]…………………………… , [date] …………….

ACCEPTANCE PROTOCOL

Delivered by:

………......................…………

…………......................………

Accepted by:

………......................…………

………….....................….……

Regarding: Contract No. ................ of .............. .

The parties confirm that on ...............202X. the above-mentioned Devices were delivered, installed and configured:

|  |  |  |
| --- | --- | --- |
| Item | Product name | Comments |
|  |  |  |
|  |  |  |

The Client confirms/does not confirm\* the receipt of the delivery of a/m Robot and that the training has been provided.

Reasons for non-acceptance of the subject of delivery: …………………………………………………………

………………………….......................................................................................................................……

 Delivered by:

……………………………… ………………………………

date and signature company stamp

of the delivering party

Accepted by:

……………………………… ………………………………

date and signature company stamp

of the accepting party

*\*Cross out the incorrect answer*