

CONTRACT NO. /specimen/

Concluded in..... on between:

**GUMETEX SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, Ul. Targowa 13, 43-520
Chybie, NIP: 5482730827; REGON: 386224789; KRS: 0000844709**

.....;

hereinafter referred to as **the Contracting Authority**,
and

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

(company name, registered office address, register of entrepreneurs, KRS, NIP, REGON)

represented by:

-
-

(name, authority to represent)

hereinafter referred to as **the Contractor**,

hereinafter also referred to separately as the "Party" or collectively as the "Parties".

The Contracting Authority declares that it is the Beneficiary implementing the project entitled "Manufacturing Investment in the Rubber Industry as an Opportunity to Develop the Company and Mitigate the Effects of the Region's Economic Transformation", implemented under the European Fund for Silesia 2021-2027 Programme (Fund for Equitable Transformation).

As a result of the contract awarding procedure by means of a request for proposal in accordance with the principle of competitiveness referred to in the *Guidelines for the eligibility of expenditure for the period 2021-2027*, the following Contract is concluded:

§ 1

Subject Matter of the Contract

1. The Contractor shall execute the order **and supply** complying with the requirements specified in the Description of the Subject Matter of the Contract constituting Appendix No. 1 hereto on the terms and conditions specified herein and shall hand over the Subject Matter of the Contract for use by the Contracting Authority.
2. The integral parts of this Contract shall be:

- Description of the subject matter of the Contract - constituting Appendix No. 1 hereto;
 - Contractor's offer - constituting Appendix No. 2 hereto.
 - Delivery and acceptance protocol - Appendix No. 3 hereto.
3. The Contractor guarantees that the equipment supplied under the Contract is technically sound, brand new and meets the minimum requirements specified in the contract awarding procedure.

§ 2

Special conditions of the Contract

1. The Contractor declares that in the performance of the Contract, the Contractor:
 - a. shall deliver the Subject Matter of the Contract to the appointed delivery locations, i.e. 43-520 Chybie ul. Targowa 13;
 - b. shall provide instructions for use of Subject Matter of the Contract in Polish;
 - c. shall carry out the delivery, unloading, placing, installation, commissioning, and training of operators in the operation of the machine;
 - d. shall bear all costs necessary for the execution of the order resulting from the contents of the order documents and the Contractor's offer attached hereto as Appendix No. 2, as well as those not included therein without which the order cannot be executed.
2. The Contractor declares that:
 - a. it is entitled to all rights of unrestricted use of the offered Subject Matter of the Contract;
 - b. the delivered and executed Subject Matter of the Contract will be ready for use and will have the software necessary for such use;
 - c. The Subject Matter of the Contract is brand new;
 - d. it shall perform the Subject Matter of the Contract in accordance with the provisions contained in the request for proposal.
3. The Contractor declares that it has the necessary knowledge and experience, as well as the technical capabilities which will enable it to properly perform the Contract.
4. The Contracting Authority shall properly prepare the room in which the Subject Matter of the Contract will be operated.

§3

Term of performance of the Agreement

1. The Contractor shall perform the Subject Matter of the Contract by - in accordance with the delivery date specified in the order documents.

§ 4

Acceptance of the Subject Matter of the Contract



1. Place of delivery of the Subject Matter of the Contract:
2. The Contractor shall deliver at its own expense all items that are part of the Subject Matter of the Contract, together with all documents necessary for the use of the Subject Matter of the Contract. In addition, the Contractor shall be responsible for unloading, placing, installation, commissioning and training of operators in the operation of the machine. The Final Acceptance Protocol shall be signed after proper completion of the above mentioned duties and provision of the equipment instructions and documentation.
3. Along with the Subject Matter of the Contract, the Contractor shall provide the Contracting Authority with the following documents in the Polish language, allowing for the assessment of proper performance of the Subject Matter of the Contract, in particular:
 - a. User manuals;
 - b. Certificate of conformity with CE standards
 - c. Other documents necessary for the proper use of the Subject Matter of the Contract.
4. Representatives of the Contracting Authority and representatives of the Contractor shall be present during the acceptance procedure.
5. Acceptance of the Subject Matter of the Contract shall be confirmed in the delivery and acceptance protocol, by authorized representatives of the Parties, after completion of the scope of the order specified in paragraph 2.
6. If physical or legal defects are discovered during the acceptance procedure, the Contracting Authority may refuse to accept the Subject Matter of the Contract by means of an appropriate declaration to the Contractor, or the Contracting Authority may accept the Subject Matter of the Contract by making appropriate notations in the acceptance protocol.
7. The Contracting Authority shall refuse acceptance if removable defects are discovered during the course of the work and acceptance until the defects have been remedied.
8. If defects are found to be beyond repair, the Contracting Authority shall refuse acceptance.
9. The Contracting Authority shall have the right to refuse acceptance if even one element of the Subject Matter of the Contract is not delivered or even one element of the Subject Matter of the Contract has defects.
10. Acceptance shall take place after the Contracting Authority has made a statement to that effect in the acceptance protocol or has confirmed in the aforementioned protocol that all defects found during this acceptance procedure have been remedied.

§ 5

Value of the Contract and remuneration

1. For proper execution of the Subject Matter of the Contract specified in §1, the Contractor shall receive a total lump sum remuneration in accordance with the offer, in the amount of PLN (say: PLN) plus VAT in accordance with applicable regulations.
2. The remuneration under the Contract shall include all costs associated with the execution hereof.
3. The remuneration hereunder shall be transferred on the basis of a properly issued invoice delivered to the Contracting Authority in accordance with the following rules:
 - a)
4. The remuneration under the Contract shall be paid by transfer to the Contractor's bank account
.....
., (name and address of the bank account holder, name and address of the bank, account number) at dates and in the amount specified above.
5. The remuneration payment date shall be the date of debiting the account of the Contracting Authority.
6. The Contractor shall not charge the Contracting Authority any fees or commissions other than those specified herein or accepted by the Contracting Authority.

§ 6

Warranty and Service of the Subject Matter of the Contract

1. The Contractor shall guarantee the warranty period: min. months as of the date of signing the acceptance protocol. The warranty period is extended by the repair time during which the device is out of service. The warranty provided shall be unconditional, specifically covering all mechanical components of the machine, excluding consumable components.
2. The Contractor shall provide the Contracting Authority with a warranty for the delivered Subject matter of the Contract in accordance with the terms and conditions set forth in Appendix No. 3 hereto.
3. The warranty period shall start on the date of acceptance of the Subject Matter of the Contract referred to in § 3.
4. The Contractor shall ensure the performance of the warranty under the terms specified by the manufacturer. Warranty terms and conditions shall be provided with the delivery of the machine.
5. The Contractor shall guarantee the service response time (within the warranty period) in case of failure: 48 h. By response time, the Contracting Authority means the time from the moment the failure is reported until action is taken online, by

phone or in person by the service to diagnose the failure and make repairs. During the warranty period, the cost of the serviceman's travel shall be covered by the Contractor.

6. The Contractor shall guarantee the availability of spare parts and documentation of these parts for a period of at least 10 years from the delivery date.

§ 7

Possibility of changes to the terms and conditions of the Contract

1. The provisions of the Contract may be changed in the form of a written annex, otherwise null and void, in the cases specified in the *Guidelines for the eligibility of expenditure for 2021-2027* and in the following cases:
 - 1.1 the need to postpone the date of execution of the order if the need arose due to circumstances that could not have been foreseen at the time of concluding the Contract, including the occurrence of force majeure,
 - 1.2 the need to postpone the date of execution of the order if the need arose due to circumstances beyond the Contractor's control or circumstances for which the Contractor is not responsible,
 - 1.3 the need to make changes, including: the need to postpone the date of execution of the order, if this need occurred due to significant circumstances on the part of the Contracting Authority,
 - 1.4 the need to modify the Subject Matter of the Contract in the event of the possibility of using technological or technical solutions which are newer and more favourable to the Contracting Authority than those existing at the time of the conclusion of the Contract, provided that the price proposed in the offer is not increased;
 - 1.5 the need to make changes in the Subject Matter of the Contract, consisting in replacing the offered equipment or its components with others than those described in detail and listed in the Contractor's offer. Modification is only possible when:
 - equipment has been discontinued and stock has run out at possible distributors,
 - offered replacement equipment has parameters not inferior to those proposed by the Contractor in the offer,
 - the function and purpose of the equipment remains unchanged,
 - the price of the offered equipment is not higher than the price stated in the Contractor's offer.Such Contract modification is possible only in the event of the occurrence of all of the above-mentioned circumstances and with the written consent of the Contracting Authority.
 - 1.6 the event of force majeure as an external, unforeseeable and unpreventable event affecting the performance of the order,

- 1.7 in the event of a change in the VAT rate resulting from a change in regulations.
2. The foregoing does not exclude the right of the Contracting Authority to make non-substantial changes to the Contract.
3. The provisions of the Contract may be amended to the extent described above with the written consent of both Parties - in the form of an annex - otherwise null and void.

§ 8

Penalties fixed by the Contract

1. The Contractor shall pay contractual penalties to the Contracting Authority:
 - a. for delay in delivery of the Subject Matter of the Contract in the amount of 0.1% of the net remuneration referred to in § 5(1) hereof for each day of delay;
 - b. for non-fulfilment of the Subject Matter of the Contract, whereby non-fulfilment of the Subject Matter of the Contract is understood by the Parties to be non-delivery of the Subject Matter of the Contract for more than 30 days from the date specified by the Contracting Authority, or refusal to perform the Subject Matter of the Contract specified in § 1, or withdrawal from the Contract by the Contractor for reasons attributable to the Contractor, in the amount of 10% of the net remuneration referred to in § 5(1) herein.
2. The Contracting Authority shall pay contractual penalties in the following cases and amounts:
 - a. for failure of the Contracting Authority to proceed with the execution of the Contract or for withdrawal from the Contract by the Contractor for reasons attributable to the Contracting Authority, or for withdrawal from the Contract by the Contracting Authority for reasons for which the Contractor is not responsible, in the amount of 10% of the net remuneration specified in § 5(1) hereof.
3. The total maximum amount of contractual penalties that may be claimed by the Parties shall not exceed 20% of the net amount referred to in § 5(1) hereof.
4. The Parties reserve the right to claim additional compensation up to the amount of actual damage suffered.
5. If contractual penalties are charged, the Contracting Authority reserves the right to deduct them from the remuneration referred to in § 5(1).

§ 9

Withdrawal from the Contract

1. The Contracting Authority shall have the right to withdraw from this Contract with immediate effect in the following cases:
 - a) If the Contractor performs the Contract in an improper manner and, despite the Contracting Authority's request, there has been no improvement in the performance of these duties;

- b) If the supplied equipment does not meet the requirements specified in this Contract and the annexes hereto
 - c) Under the circumstances indicated in § 8(1)(b) hereof.
2. In the situation referred to in the first paragraph above, §8 shall apply accordingly.

§ 10

Contact details

1. The Parties designate the following persons for direct contacts in matters related to the implementation of the Subject Matter of the Contract:
 - a. for the Contracting Authority - (phone:, email:))
 - b. for the Contractor - (phone:, email:))
2. The Parties shall promptly notify each other of any change of address for service.

§ 11

Final provisions

1. Any changes to this Contract must be in writing otherwise null and void.
2. In matters not covered by this Contract, the provisions of the Civil Code and the Public Procurement Law shall apply.
3. The court having jurisdiction over the Contracting Authority's registered office shall have jurisdiction to settle any disputes that may arise hereunder.
4. The Contract is drawn up in two counterparts, one for each Party.

*(signature and stamp of the
Contractor)*

*(signature and stamp of the
Contracting Authority)*

Appendix 1 to the Contract No.

Description of the Subject Matter of the Contract



Rzeczpospolita
Polska

Dofinansowane przez
Unię Europejską



Województwo
Śląskie

Appendix 2 to the Contract No.
Contractor's Offer

Appendix 3 to the Contract No.

DELIVERY AND ACCEPTANCE PROTOCOL

Subject Matter of the Contract:	
According to Contract no.:	
Acceptance date:	__ / __ / 20__.
Participants (name, surname, position):	for the Contractor: <ul style="list-style-type: none"> • ... • ...
	for the Contracting Authority <ul style="list-style-type: none"> • ... • ...

On __ / __ / 20__, the Contractor delivered

.....
.....
..... to, according to the following specification:

Sequential number	Item name	Quantity	Model/name	Serial No.

Final acceptance result:..... (positive/negative)

NOTES:

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.....
.....



Fundusze Europejskie
dla Śląskiego



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Województwo
Śląskie

*(signature and stamp of the
Contractor)*

*(signature and stamp of the
Contracting Authority)*