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**Appendix no 6 for Invitation for Bid – Template Agreement**

**Agreement**

**For selling and delivery.....**

Concluded on ..... year in ..... between:

Cognor S.A. Ferrostal Łabędy Oddział Zawiercie  
Located in Zawiercie Okólna Street 10, Poland

Represented by the proxy Marcin Gliwiński and proxy Krystian Gunia

Hereinafter referred to as "Purchaser"

and

[ ]

Hereinafter referred to as the "Contractor",

The Purchaser and the Contractor will hereinafter be referred to collectively as the "Parties" or each "Party".

**§ 1.**

**Subject of the Contract**

1. The Contractor shall sell and the Purchaser shall purchase under the terms and conditions described in this Agreement ..... In connection with the execution by the Purchaser of the project number: POIR.01.02.00-00-0160/16, „An Innovative technology for manufacturing new generation profiles for construction industry for housing and industrial requirements”; In accordance with the specifications contained in the offer inquiry and tender of the Contractor, respectively Annexes 1 and 2 to this Agreement.
2. The Contractor shall be obliged to perform the subject of this Agreement in a manner consistent with the offer and the requirements specified in the Request for Inquiry, which constitute respectively Annex 1 and Appendix 2 to this Agreement.



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3. The contractor undertakes to perform the Agreement with the highest professional care and in accordance with applicable law. The Contractor shall be responsible for the quality and timeliness of performance of the Contract.
4. The Contractor declares that he has adequate resources, including the skills, experience, knowledge, personnel and financial means necessary for the timely and proper performance of the Contract.

## § 2.

### Date and place of execution of the Agreement

1. The contractor undertakes to deliver the subject of the Contract by the day [-----]20[---] r.
2. The Parties agree that the place of delivery is the registered office of COGNOR SA Ferrostal Zawiercie Branch, address: **42-420 Zawiercie ul. Okólna 10, POLAND.**

## § 3.

### Delivery and receipt

1. The contractor undertakes to transport, deliver and transfer to the Ordering Entity into operation the Struggles in the place indicated in § 2 sec. 2 Contract at own expense and risk.
2. The contractor will agree with the Employer the time and delivery time of the rollers, in working days and hours of the Employer, in a timely manner, not shorter than 2 working days.
3. The rolls are subject to acceptance of the Employer and verification from the point of view of compliance with the requirements stipulated in the Agreement.
4. Upon receipt of the subject of the Agreement, a written report will be made in two (2) copies one for each of the Parties, provided that the supplied rollers meet the requirements of the Agreement are free from defects. In the event of finding irregularities or defects in the rolls, the Ordering Party shall provide the Contractor with a reservation or indicate defects by setting an appropriate deadline for their (rolls) replacement.
5. The Contractor shall undertake and ensure that the subject matter of the Contract:
  - a) it will be brand new, wholesome, and not bear any use;
  - b) will not exhibit any physical or legal defects or limitation of its proper use;
  - c) there will be a moment of delivery admitted to trading on the territory of the Republic of Poland and will have all the necessary approvals for use in the European Union.
6. The Contractor is obliged to supply with the Rolls an Acceptance Certificate and Roll Quality Certificate.
7. For materials of imported requiring customs duties: Customs Clearance should be carried out by authorized Customs Agency.

In addition, the Contractor is obliged to provide a certificate of origin of rolls.



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#### § 4.

##### **Remuneration and payment terms**

1. The parties agree that for the execution of the object of the whole subject of the Contract the Purchaser will pay the Contractor the remuneration specified in the offer, ie the amount [-----  
-----] PLN/EUR NET.
2. The remuneration will be increased by the applicable goods and services tax, calculated at the appropriate rate, which will be pay by Purchaser.
3. The remuneration will be payable on the basis of the letter of credit<sup>1</sup> on the account of the Contractor with the number [\_\_\_\_], Run by the bank [\_\_\_\_]. The day of payment shall be deemed to be the day when Purchaser's account is debited.
4. The remuneration referred to in par. 1 is a flat fee and is sufficient to cover any costs incurred by the Contractor for the proper and timely performance of the Contract, including the costs of transport, delivery of rollers and quality assurance.
5. In connection with the admission of partial deliveries as part of the inquiry, the parties agree that the remuneration will be paid in stages, after the Contractor performs each partial delivery and after the Ordering Party has taken delivery of the rolls covered by the delivery, based on an invoice issued by the Contractor, accompanied by a copy signed by both Parties to the acceptance report without any reference to defects, errors or incompatibilities.

#### § 5.

##### **Guarantee of quality**

1. The Contractor grants to the Purchaser a quality guarantee and warranty for the subject matter of the Contract for the life span of the roll from maximum to minimum diameter.
2. Quality assurance liability includes defects that are not detectable at the time of receipt by the Purchaser and any other physical defect arising for reasons for which the Contractor is liable. The quality guarantee covers in particular all defects which exclude or restrict the possibility of using the subject matter of the Agreement for its purpose as well as any discrepancies of rolls with the Agreement.
3. The Contractor is obliged to immediately review any justified complaint submitted by the Purchaser within 7 days from informing the Contractor about the detected defect. At the same time roll will be available for inspection at the Purchaser plant.
4. The Contractor, after acknowledging the complaint, is obliged to immediately and unpaid replacement of the defective roll for a new one. Delivery deadline of new roll up to 100 days.
5. All costs of replacement of the defective roll, including the arrival of the service team, the collection, transport, return and delivery of the rolls shall be borne by the Contractor.

<sup>1</sup> Letter of Credit and payment terms is described in Appendix 1



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6. Irrespective of the warranty entitlements, the Purchaser shall have the right to use the warranty for the defects of the subject matter of the Contract and the rights resulting from the quality guarantee provided by the roll's Manufacturer.
7. In the event of an exchange, the quality guarantee for the entire subject of the Exchange Agreement shall begin to run afresh.

#### **§ 6.**

##### **Liability and contractual penalties**

1. The Parties agree that the Contractor shall pay the Purchaser the contractual penalties in the case of:
  - a) delays in delivering the subject matter of the Agreement, for reasons attributable to the Contractor, of 0,1% of the remuneration specified in § 4 1 Agreement for each day of delay;
  - b) withdrawal by the Purchaser from the Contract for reasons dependent on the Contractor for 30% of the remuneration specified in § 4 1 Agreement.
2. The Purchaser reserves the right to claim supplementary damages on a general conditions.
3. Purchaser may withdraw from the Contract in the cases provided for by law, and, until receiving the subject of the Contract, in case:
  - a) exceeding the 45-day deadline for performance of the Contract;
  - b) after the second notification for receipt, the subject matter of the Agreement is incompatible with the Agreement and will not be received by Purchaser,
  - c) occurrence of legal defects in the subject matter of the Agreement.
4. In the cases referred to in paragraph 3 under a and b, Purchaser shall, prior to exercising the right of withdrawal, summon the Contractor to carry out the Contract properly and shall appoint an appropriate date for that purpose. After its ineffective expiration, the Purchaser will be entitled to withdraw from the Contract.
5. A declaration of withdrawal from the Agreement requires the validity of the written form to be valid.

#### **§ 7.**

##### **Amendments to the Agreement**

1. The amendment of the provisions of the Agreement may be effected with the consent of both Parties in writing on pain of nullity (annex to the Agreement) in the following cases:
  - a) in the cases indicated in the "Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund 2014-2020";



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- b) in the remuneration due to the Contractor - in case of change of the applicable rate of tax on goods and services;
  - c) change of generally applicable laws affecting the subject matter and manner of implementation of the Agreement;
  - d) where, as a result of circumstances that could not have been foreseen at the conclusion of the Agreement, it would be necessary to extend the time of execution of the subject matter of the Agreement, in particular in the case of delays in the performance of the Contract, if such change is beneficial to the Ordering Party or is necessary for proper performance of the Contract;
  - e) where, due to circumstances that could not have been foreseen at the time of the Agreement, changes in Rolls parameters or performance of the subject matter of the Agreement would be necessary:
    - the possibility of using newer or more technologically advanced or technical solutions for Purchaser than those existing at the time of signing the Agreement;
    - the need to change delivery locations and quality assurance benefits as a result of organizational changes and / or changes in Purchaser's address;
  - f) in the case of reduction or non-financing of the subject of the Agreement or amendment of the Project Co-financing Agreement.
2. Where the Contractor initiates an amendment to the Agreement, he shall submit to the Purchaser a request for amendment of the Agreement together with a justification.
  3. Purchaser shall evaluate the possibility and permissibility of the amendment of the Agreement each time in terms of compliance with the applicable legal regulations and the rules of disbursement of funds from EU funds.

## § 8.

### **Confidentiality**

1. The Contractor is obliged to keep in a strict secrecy and not disclose to third parties information and data obtained from the Purchaser in connection with or during the execution or implementation of this Agreement, in particular the Contractor is obliged not to disclose information (oral, written or recorded on information carriers) Relating to the Purchaser's activity, and in particular technical, organizational, financial, legal and other information of economic value, regardless of how they were made available to the Contractor either before or after the date of this Agreement (hereinafter: **Confidential Information**). The obligation referred to above applies for the duration of the Agreement and for a period of 5 years after its expiration or termination.



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**§ 9.**

**Final Provisions**

1. In matters not regulated in this Agreement, the provisions of Polish law, including the Civil Code.
2. All correspondence between the Parties will be delivered to the address:

**Purchaser:**

ul. ....

Osoba do kontaktu: .....

e-mail: .....

tel.: .....

**Contractor:**

ul. ....

Osoba do kontaktu: .....

e-mail: .....

tel.: .....

The above contact details are subject to change during the duration of the Agreement upon notice to the other Party. Such a change does not constitute an amendment to the Agreement and does not require an annex.

3. Disputes arising from the performance of this Agreement shall be settled by the common courts competent for the place of the Purchaser's Authority.
4. The present agreement is made in two (2) identical copies, one for the Purchaser and the other for the Contractor.
5. The Annexes to the Agreement form an integral part thereof.
6. In case of any doubt, the Polish language version is decisive.

On behalf of Purchaser:

On behalf of Contractor:



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Annexes:

1. Description of Letter of Credit and payment terms;
2. inquiry form; .
3. Contractor's bid of (date) .....;
4. current copy from KRS Contractor or information from CIKRS / EDG
5. current copy from the Purchaser's KRS or CIKRS information,

**Description of Letter of Credit and payment terms**

Payment of the remuneration will be secured in the form of a Bank Letter of Credit.

Letter of credit will be valid for 5 months.

Payment from the Letter of Credit will be made after the Contractor has submitted the following documents in the original:

- Properly signed and stamped commercial invoices issued by the Contractor to the Purchaser in the number of one (1) original and one (1) copy.
- Detailed shipping lists (delivery documents) issued by the Contractor to the Purchaser in the number of one (1) original and one (1) copy.
- Certificate of Product Origin in the number 1 original,
- CMR or B / L transport documents.
- Receipt Protocol signed by both parties without any mention of defects, faults, errors or incompatibilities in the number of one (1) original and one (1) copy.

A handwritten signature in blue ink, consisting of a stylized, cursive name followed by a horizontal line extending to the right.