



TEMPLATE OF THE CONTRACT SDM-WS/73 10 MAY 2021

Contract of2022 concluded in Ożarów Mazowiecki between:

VIGO System S.A. with its registered seat in Ożarów Mazowiecki, Poland, a company incorporated under the laws of Poland, 129/133 Poznańska Street, 05-850 Ożarów Mazowiecki, Poland, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under KRS no. 0000113394, having NIP no. 5270207340, REGON no. 010265179, with share capital of PLN 729,000.00 (fully paid) (hereinafter referred to as: "Employer or Contractor Party"), represented by:

- Łukasz Piekarski – Member of the Management Board;

and

(2)

____ (hereinafter referred to as: „ Contractor”), represented by:

- _____.

VIGO and Supplier shall be individually referred to as "Party" and jointly as "Parties".

§ 1

Subject of the contract

1. The subject of the Agreement are service and delivery goods necessary for the Employer's implementation of the project called "Production technology of innovative epitaxial structures for photonics and VCSEL laser devices" as part of the Path for Mazovia / 2019 competition, application number: MAZOWSZE / 0032/19, contract of November 21, 2019, No. MAZOWSZE / 0032 / 19-00 concluded with the National Center for Research and Development.

2. The subject of the contract is a service consisting in the **regeneration of the scrubber columns elements System S/N: CS18A439 Kolumna C1 CS200SA S/N--** as part of maintenance services and the purchase of spare parts in accordance with the specifications contained in the following description of the subject of the contract and offer (Annex 2).

3. A detailed description of the subject of the contract is specified in **point 3 of the Inquiry** constituting Annex 2 to the contract.

§ 2

Statements and obligations of the Parties



1. The Contractor declares that he is familiar with the technical and legal conditions of the subject of the contract and has the experience and qualifications necessary for the proper performance of the subject of the contract, and that he is obligated to perform it with due diligence.
2. The Contractor undertakes to exercise due diligence in the performance of the subject of this contract. The Contractor is obliged to repair any damage resulting from non-performance or improper performance of the contract, unless the damage is the result of circumstances for which the Contractor is not responsible.
3. The Employer is obliged to cooperate with the Contractor on an ongoing basis in the implementation of this contract and to provide all information necessary for the proper performance of the Subject of the Contract.
4. The Contractor is obliged to provide the Employer with all information related to the performance of the contract on an ongoing basis.

§ 3

Contract completion date

1. Performance period: 8 weeks from the date of signing the contract with the Contractor. The deadline for completing the subject of the contract is understood as the delivery of all ordered elements of the subject of the contract and the signing of the delivery and acceptance protocol without comments.
2. The Contractor is obliged to immediately inform the Employer of any circumstances that may affect his failure to perform his duties or which may affect his failure to meet deadlines, which does not release him from liability for timely and proper performance of the contract.
3. The proper performance of the contract will be confirmed by the acceptance report constituting Annex 1 to the contract.
4. In the event that the Ordering Party submits comments regarding the Subject of the Agreement resulting in the impossibility of the collection, the Ordering Party draws up comments on the acceptance protocol setting an appropriate deadline for remedying the circumstances indicated in the protocol
5. Proper performance of the contract within the additional period specified in point above 4 does not preclude the application of the provisions contained in § 5.

§ 4

Remuneration

1. For the proper performance of the object within the time limit specified in § 3, the Contractor shall receive a lump sum remuneration: (say:) increased by the VAT due on the date of issuing the invoice.



2. Payment of remuneration will be made by transfer to the account within 30 days of the effective delivery of the invoice by the Contractor and confirmation by the Employer of the timely and correct performance of the Subject of the Agreement.
3. The remuneration referred to in this paragraph covers all necessary costs for the proper performance of the subject of the contract, in particular the Employer shall not reimburse the Contractor for any expenses that he has made in order to properly perform the contract.
4. The contractor may not demand an increase in remuneration, even if at the time the contract was concluded it could not have been foreseen.
5. Effective delivery of an invoice should be understood as delivery to the registered office of the Employer or sending it to the following address: invoices@vigo.com.pl.
6. In the case of entities registered in the territory of the Republic of Poland, the Contractor's bank account must appear on the list of entities registered as VAT taxpayers available on the website: <https://www.podatki.gov.pl/wykaz-podatnikow-vat-wyszukiwarka> under pain of refusal to pay to until this provision is settled.

§ 5

Contractual Penalties

1. In the event of non-performance or improper performance of the Contract by the Contractor, the Employer shall inform the Contractor thereof by requesting it to perform it correctly within the time limit indicated in the call under pain of withdrawal from the contract.
2. The Ordering Party has the right to withdraw from the Agreement and charge the Contractor a contractual penalty amounting to 10% of the gross Remuneration referred to in § 4 section 1, in the event of non-performance of the contract within the period referred to in paragraph 1.
3. The Contractor shall pay the Employer a contractual penalty of 0,1% of the Gross Remuneration specified in § 4 section 1 of this Agreement for each day of delay in relation to the deadline referred to in § 3 section 1 - no more than 10% of gross Remuneration.
4. In the event of the Contractor withdrawing from the contract for reasons attributable to the Contractor, the Contractor shall pay a contractual penalty of 10% of the gross Remuneration.
5. The Employer reserves the right to deduct contractual penalties from the remuneration due to the Contractor, who agree to this.
6. The Employer retains the right to claim additional compensation exceeding the reserved contractual penalties, on the general principles set out in the Civil Code.

§ 6

Confidentiality of information



The parties to this contract undertake, during its term and after its termination or expiration, to maintain confidentiality as to the information they have become aware of in connection with the performance of this contract and the technical, technological, economic, financial, commercial, legal and organizational information regarding the other parties, regardless of the form of providing this information and its source, unless mandatory provisions stipulate otherwise.

§ 7

Representatives of the Parties

1. The person responsible on the part of the Employer for the implementation of this contract is: Iwona Pasternak email: ipasternak@vigo.com.pl
2. The person responsible on the part of the Contractor for the implementation of this contract is:
3. The persons listed in section 1 and section 2 are entitled to agree on the forms and methods of performing the subject of the contract, provide necessary explanations and information, and take other necessary actions necessary for the proper performance of the subject of the contract.

§ 9

Final Provisions

1. In matters not covered by this agreement, the provisions of Polish law shall apply.
2. Any disputes that may arise from this contract shall be settled by a Polish court competent for the seat of the Employer.
3. The contract was made in two identical copies, one for each party.

For the Employer

Contractor

Łukasz Piekarski,
Member of the Board

Attachments:

1. Delivery and receipt form
2. Inquiry No. SDM-WS-73, offer



Attachment nr 1 to form of the Agreement

Delivery and Acceptance Protocol

To the agreement of 2022,

drawn up on with the participation of representatives of:

EMPLOYER:

CONTRACTOR:

.....

.....

Name of representative:

Name of representative:

1.

1.

2.

2.

3.

3.

This Protocol states that the Contractor has delivered to the registered office of the Employer in Ożarów Mazowiecki:

.....

The Delivered Subject of the Agreement is complete/incomplete in accordance with the provisions of the Agreement.

Comments:

This Protocol states that the Contractor has fulfilled the obligations set out in agreement.....

EMPLOYER:

CONTRACTOR: