**Supply agreement form**

concluded on …………….2020 in Ożarów Mazowiecki, Poland, by and between:

1. 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: “**VIGO or Contractor Party/ Purchaser**”), represented by:

- Łukasz Piekarski – Member of the Management Board;

and

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: „**Supplier or Contractor**”), represented by:

- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

VIGO and Supplier shall be individually referred to as “**Party**” and jointly as “**Parties**”.

Considering that The Contractor has won the bid tender procedure conducted by VIGO on a competitive basis, i.e. submitted the best offer in response to the request for proposals RPO-WG/2 of 24 October 2020 (hereinafter referred to as: "**Offer**" and "**Request for Proposals**"), and the offer was chosen by VIGO.

Parties concluded the following agreement:

1. **Subject of the agreement**
	1. Under this agreement Supplier shall, manufacture within the scope of its business activity, deliver Products to VIGO’s seat, i.e. 129/133 Poznańska Street, 05-850 Ożarów Mazowiecki, Poland, , within a period referred to in point 2.1 , **4 kg mercury with a purity 7N** (hereinafter referred to as “**Product**”), as specified in specification included in Request for Proposals and its attachments (the Request for Proposals and its attachments as well as the Offer and its attachments constitute attachment no. 1 to this agreement), and VIGO shall collect Products and pay remuneration to Supplier..
	2. Supplier shall be obliged to provide all permits, attestations or certificates required by law to use the Products.
2. **Delivery of Products**
	1. Supplier shall deliver subject of the contract referred to in point 1.1 **within 35 days of the date of the contract.**
	2. Delivery pursuant to point 2.1 above is made in a moment the Products are placed at the disposal of VIGO at VIGO's registered office. VIGO is not obliged to undertake any other actions relating to the delivery, in particular VIGO is not obliged to bear costs of **storage, transport and/or Products’ insurance.**
	3. The Contractor shall attach to the Products their documentation or certificates and other documents required by law.
	4. In the event of VIGO's reservations or comments to the Products, VIGO shall present them to the Contractor in the form of information sent to the e-mail address provided in the contract, which will be obliged to immediately, but not later than within 2 weeks, remove any non-conformities or defects.
	5. The submission of reservations or comments to the Products by VIGO does not make VIGO responsible for the Contractor's failure to meet the delivery date indicated in point 2.1 above - only the Contractor is responsible for its compliance, including in particular the Contractor will be obliged to pay a contractual penalty for failure to meet it.
3. **Remuneration and payments**
	1. Under this agreement VIGO shall pay Supplier a remuneration in a total net amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_(in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_00/100) (hereinafter referred to as “**Remuneration**”). Remuneration is a lump sum for a full execution of this agreement. Supplier is not allowed to claim for increase of Remuneration.
	2. **The remuneration shall be paid within 30 days from the day of invoice properly delivered to the VIGO’s by bank transfer to the bank account indicated by the Contractor on the invoice. The invoice must be delivered on the following address: invoices@vigo.com.pl.**
	3. Remuneration due to Supplier under this agreement, in cases when it results from an applicable provisions of law, shall be increased by VAT tax, in an amount applicable at the day of invoice’s issuance.
4. **Supplier’s responsibility and VIGO’s withdrawal right**
	1. Polish Civil Code, and in particular provisions regarding statutory warranty for Products, applies to Supplier’s responsibility for Products.
	2. In the case of delivery of goods after the date specified in point 2.1. The Ordering Party, instead of the provisions provided for in the above point, may charge the Contractor a contractual penalty in the amount of 0.1% of the net Remuneration for each commenced day of delay - not more than 5%.
	3. In the event of withdrawal by the Ordering Party due to the fault of the contract in the event of improper performance of the contract, after prior call for its proper performance, the Contractor shall pay the Ordering Party a contractual penalty of 5% of the net Remuneration.
	4. The Contractor agrees to deduct the contractual penalty thus calculated from the due remuneration.
5. **Permissible reasons for changing the contract**

**5.1 The Employer provides for the possibility of changing the concluded contract in relation to the content of the offer, on the basis of which the Contractor was selected, in the following cases:**

5.1.1. The changes are not significant within the meaning of the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020;

5.1.2. There will be a change in generally applicable laws to the extent that affects the performance of the Order, unless such change was known at the time the offer was made;

5.1.3. It is necessary to change the way of fulfilling the obligation, if such a change is necessary for the proper performance of the contract;

5.1.4. In the course of performance of the contract, there will be an objective need to prepare the product or perform the service, the performance of which will be agreed between the Parties, necessary (necessary) for the proper performance of the Order, which the Parties did not provide in the Description of the subject of the Order;

5.1.5. It is necessary to change the deadline for the performance of the contract in the event of circumstances or events preventing the performance of the contract within the prescribed period, which both parties had no influence on;

5.1.6 it is possible to use newer and more favorable technological or technical solutions for the Employer than those existing at the time of signing the contract. Solutions that meet the Employer's requirements to a greater extent from the point of view of maintenance costs, functionality, quality or utility should be regarded as more favorable for the Employer;

5.1.7. the change does not change the nature of the contract and the following conditions have been met cumulatively:

(i) the need to amend the contract is caused by circumstances that the Employer, acting with due diligence, could not foresee,

(ii) the value of the change does not exceed 50% of the value of the Order originally specified in the contract,

5.1.8. The contractor to whom the contracting authority awarded the contract is to be replaced by a new contractor:

(i) based on the contractual provisions referred to in items 5.1.1-5.1.7;

(ii) As a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the current Contractor or his enterprise, provided that the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion and this does not entail other significant changes to the contract,

(iii) As a result of the Purchaser's assumption of the Contractor's obligations towards its subcontractors,

5.1.9. The change does not change the nature of the contract, and the total value of the changes is less than the amounts specified in the provisions issued under Article 11 paragraph 8 of the Act of 29 January 2004, Public Procurement Law (Journal of Laws, item 1843, as amended) in the case of contracts for supplies and services, and at the same time is less than 10% of the value of the Order originally specified in the contract.

5.1.10. In other cases permitted by the Guidelines on the eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014-2020.

1. **Communication**
	1. Parties hereby declare that communication between them connected with the execution of this agreement shall be made in written and/or electronic form, to the following addresses:
		1. for VIGO:

Dominik Nowak, e-mail dnowak@vigo.com.pl.

written form: 123/133 Poznańska Street, 05-850 Ożarów Mazowiecki, Poland;

* + 1. for Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_email: \_\_\_\_\_\_\_\_\_\_\_\_written form: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
1. **Final provisions**
	1. Transferring Supplier’s rights and/or duties resulting from this agreement to any other person or entity requires for its effectiveness prior written VIGO’s consent. Unless the consent in question is made in writing, the transfer shall be null and void.
	2. Attachment number 1 – Request for Proposals and its attachments as well as the Offer and its attachments, constitutes an integral part of this agreement.
	3. This contract has been prepared in accordance with Polish law and is governed by Polish law, without taking into account the regulations concerning the conflict of laws. Any disputes related to the conclusion or performance of this contract shall be submitted to the exclusive jurisdiction of Polish courts. s. Parties hereby exclude application of UN Convention on Contracts for the International Sale of Goods prepared in Vienna on 11 th April 1980.
	4. Any disputes resulting from a conclusion or execution of this agreement shall be resolved amicably. If the dispute in question cannot be resolved amicably, it shall be submitted to the court applicable for VIGO.
	5. If this agreement has been concluded in Polish and English language version, and if there is any discrepancy between these language versions, Parties hereby declare that the Polish version shall prevail.
	6. This agreement has been prepared in two identical copies, one for each Party.

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| For VIGO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Łukasz Piekarski, Member of the Management Board | For Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |