

Att. 5

Supply agreement template

concluded on 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 Contracting Party/ Purchaser"**), represented by:

- Łukasz Piekarski – Member of the Management Board;

and

(2) _____ (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 of 16 May no. MRC-11_22 (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

1.1. Under this agreement the Supplier shall supply within the scope of its business activity, within a period referred to in point 2.1, **collectively printed board** (hereinafter referred to as "Product"), by name and quantity and in accordance with the specification and requirements resulting from the Inquiry and attachments to the Inquiry (Request for Proposals with attachments and the Offer with attachments constitute Appendix No. 1 to this contract), and VIGO undertakes to collect the Product and pay remuneration to the Contractor.

1.2. Supplier shall be obliged to provide all permits, attestations or certificates required by law to use the Products - if it is necessary for use.

2 Delivery of Products

2.1 Supplier shall deliver the subject of the contract referred to in point 1.1:

- for the first part of the contract - **3 weeks from the date of signing the contract¹**;
- for the second part of the contract - **3 weeks from the date of signing the contract²**

2.2 The term indicated in point 2.1 above refers to handing over the goods to the Purchaser at the headquarters of VIGO.

2.3 The Contractor shall attach to the Products their documentation or certificates and other documents required by law - if they are necessary and required to use the Products.

2.4 The delivered equipment must be brand new (category I - unused), meet the technical and quality requirements specified by the manufacturer of the product and be placed on the market in accordance with the regulations in force in the Republic of Poland.

2.5 The delivery date specified in point 2.1 is reserved for the benefit of the Contractor. This means that the Contractor may - after prior consent of the Ordering Party - deliver the Products also before the expiry of this period.

2.6 Before collecting the Products, a person authorized by VIGO will check and verify them. In the absence of objections, the receipt of the Products will be confirmed by a delivery and acceptance protocol signed by the Employer, which will also be the basis for issuing an invoice and payment of remuneration, in accordance with the provisions of point 3 below (hereinafter referred to as: "Delivery and Acceptance Protocol"), the template of which is Annex No. 2 to this Agreement.

2.7 In the event of VIGO's reservations or comments to the Products, VIGO shall present them to the Contractor who will be obliged, within the time limit set by the Ordering Party, to remove any non-compliance or defects of the delivered product. In such a situation, instead of the Delivery and Acceptance Protocol, Employer will sign a preliminary protocol in which VIGO's objections or comments to the Products will be specified (hereinafter referred to as: "Initial Protocol"). The Handover and Acceptance Protocol will be signed by the Parties only after the Contractor has removed any non-conformities or defects, in accordance with VIGO's reservations or comments.

2.8 Filing the complaint regarding Product, and in particular signing by VIGO only Preliminary Protocol, does not create any VIGO's responsibility for Supplier's failure to meet lead time specified in point 2.1 above – keeping lead time – is Supplier's sole responsibility. If Supplier does not meet the lead time, he shall be obliged to pay contractual penalty

¹ delete as appropriate

² delete as appropriate

3 Remuneration and payments

3.1 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.

3.2 The goods must comply with the specification contained in Attachment 1 to the Request for Proposals. The Ordering Party accepts any form of payment (e. g. 100 % prepayment for the delivered goods on the basis of a pro-forma invoice delivered to the e-mail address: zakupy@vigo.com.pl or payment after delivery). The original invoice should be delivered to invoices@vigo.com.pl

3.3. Remuneration due to the 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.

3.4. 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 the pain of refusal to pay to until this provision is settled.

4 Supplier's responsibility and VIGO's withdrawal right

4.1 Polish Civil Code, and in particular provisions regarding statutory warranty for Products, applies to Supplier's responsibility for Products.

4.2 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, on written request, a contractual penalty in the amount of 0.1% of the net Remuneration for each commenced day of delay - not more than 5%.

4.3 In the event of a delay in payment caused by the Employer, he shall pay the Contractor on written request a contractual penalty of 0.1% of the net order value for each day of delay - no more than 5%.

4.4 In the event of improper or untimely performance of the contract by the Contractor, the Ordering Party may withdraw from the contract instead of the activities provided for in point 4.2. The withdrawal will only take place for reasons attributable to the Contractor, excluding reasons for which he is not responsible, force majeure and random events. The right of withdrawal is exercised by a declaration submitted to the Contractor in writing or in a documentary form (to the e-mail address indicated in point 6 below), within 30 days from the date of the expiry of the deadline for the proper performance of the contract not met by the Contractor. Before submitting the declaration of withdrawal from the contract, the Ordering Party will request in

writing or in the form of a scanned letter sent to the e-mail address indicated in point 6 for the proper performance of the contract, setting an appropriate deadline referred to in point 2.6. As a result of submitting a declaration of withdrawal, this contract is treated as not concluded and the Contractor will pay the Ordering Party a contractual penalty of 5% of the net Remuneration.

4.5 The Contractor agrees to deduct the contractual penalty thus calculated from the due remuneration.

4.6 The payment of the contractual penalties referred to in point 4 does not preclude VIGO from seeking damages on general terms in excess of the contractual penalty.

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 date or scope of the contract in the event of circumstances or events preventing the performance of the contract within the prescribed period, which were beyond the control of both parties (i.e. force majeure and the state of the pandemic described in points 7 and 8 of the Agreement;

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 Contract;

(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 lower than the EU thresholds within the meaning of Art. 3 Public Procurement Law (Journal of Laws of 2019, item 2019 and Journal of Laws of 2020, item 288, as amended), and at the same time less than 10% of the order value 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 section 6.5.2 point 20.

6 Communication

6.1 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:

6.1.1 for VIGO:

Klaudia Jachimowicz, e-mail kjachimowicz@vigo.com.pl

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

6.1.2 for Supplier:_____email: _____written form: _____.

7 Force Majeure

7.1. The parties agree that they will not bear the consequences of partial or total non-performance of their obligations under the Agreement, caused by force majeure. Force majeure shall be all events that cannot be foreseen or prevented at the time of the conclusion of the Agreement and which neither Party will have influence on, in particular: flood, fire, earthquake and other natural disasters.

7.2. The party for which there was an inability to perform the obligations caused by force majeure is obliged to: notify the other Party in writing about the occurrence of force majeure within 3 (three) working days from the moment of its occurrence, present a document confirming the occurrence of force majeure, issued by a competent authority, 30 (thirty) days from the moment of its occurrence (if the issue of such a document is possible).

7.3. Failure to notify or notify in a timely manner about the occurrence of force majeure, or failure to provide appropriate documents confirming the occurrence of force majeure, deprives the Party of the right to rely on it.

7.4. If the force majeure lasts for a period of at least 60 days, then regardless of the fact that the deadline for implementation will be extended, the Parties may proceed with the renegotiation of the Agreement in order to adapt it to the circumstances.

7.5. If the talks undertaken by the Parties do not lead to the establishment of a common position and negotiation of appropriate contractual terms within 1 month, each Party will have the right to withdraw from the Agreement. The declaration of withdrawal should be submitted within 30 (thirty) days from the date of the expiry of the period referred to in the previous sentence.

7.6. If the Agreement is terminated in accordance with the provisions of this paragraph, the Contractor shall receive the payment for the work actually performed. The parties do not cover losses resulting from the termination of the Agreement in accordance with this point. due to force majeure.

8 State of the Pandemic

8.1. The Contractor declares that he is aware of the COVID-19 pandemic ("Pandemic") and its possible consequences for the performance of this Agreement, and therefore declares that he has sufficient personal, material and organizational resources to perform this contract in accordance with its provisions , including in particular according to the terms stipulated in the contract.

8.2. Each Party to the Agreement shall immediately notify the other Party of the impact of the circumstances related to the occurrence of the Pandemic on the proper performance of this Agreement, if such an impact has occurred or may occur ("Notification").

8.3. The parties will be obliged to attach to the Notification information indicating the impact of the circumstances related to the occurrence of the Pandemic on the performance of the Agreement, the contracts confirm this impact by attaching to the Notification the information referred to in the first sentence, statements or documents that may relate in particular to:

- 1) the absence of employees or persons performing work for remuneration on a basis other than the employment relationship who participate or could participate in the performance of the contract;
- 2) decisions issued by the Chief Sanitary Inspector or the provincial sanitary inspector acting under his authority, or other competent state authorities in connection with counteracting the Pandemic, obliging the Contractor to take specific preventive or control actions;
- 3) orders issued by voivodes (governors) or decisions issued by the Prime Minister or other competent state authorities related to counteracting a Pandemic, in accordance with the relevant regulations;
- 4) suspension of deliveries of product, product components or materials, difficulties in accessing equipment or difficulties in providing transport services;
- 5) the circumstances referred to in points 1-4, to the extent that they relate to the subcontractor or further subcontractor.

8.4. The contracting authority may request additional statements or documents confirming the impact of circumstances related to the occurrence of the Pandemic on the proper performance of this contract.

8.5. The Ordering Party, on the basis of the statements or documents referred to above, shall provide the Contractor with its position within 14 days from the date of their receipt, along with the justification regarding the impact of the above-mentioned circumstances on its proper performance. If the Ordering Party has received further statements or documents, the deadline is counted from the date of their receipt.

8.6. The Ordering Party, after finding that the circumstances related to the occurrence of COVID-19, referred to above, may or affect the proper performance of the contract, may, in consultation with the Contractor, amend the contract, in particular by:

1) change of the date of performance of the contract or its part, or temporary suspension of the performance of the contract or its part,

2) change in the manner of performing deliveries and services.

9 Final provisions

9.1 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.

9.2 Attachment number 1 – Request for Proposals and its attachments as well as the Offer and its attachments, constitutes an integral part of this agreement.

9.3 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.

9.4 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.

9.5 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.

9.6 This agreement has been prepared in two identical copies, one for each Party.

For VIGO:

For Supplier:

Łukasz Piekarski,
Member of the Management Board

Protocol of Delivery and Acceptance

To the contract of 2022

drawn up on

THE CONTRACTING PARTY:

.....

Name and surname of the
representative:

1.

2.

3.

.....

Name and surname of the
representative:

(as long as pickup is in the presence
of a representative - not required)

1.

2.

3.

This protocol confirms that the Contractor has delivered to the registered office of the Ordering
Party in Ożarów Mazowiecki:

.....

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

1. Delivery of goods on time YES / NO

2. Goods without defects and faults YES / NO

Comments:

This protocol confirms that the Contractor has complied with the obligations specified in the
contract.

FOR THE CONTRACTING PARTY