

Supply agreement

concluded on2017 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**”), represented by:

- Łukasz Piekarski – Member of the Management Board;

and

- (2) _____

 _____ (hereinafter referred to as: „**Supplier**”), represented by:

- _____.

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

WHEREAS:

- (A) On 10 November 2015 VIGO concluded with the National Centre for Research and Development in Warsaw, Poland (hereinafter referred to as: “**NCBR**”), a financing agreement no. POIR.01.01.01-00-0389/15-00 within Smart Growth Operational Programme (hereinafter referred to as “**Financing Agreement**”) under which NCBR granted VIGO a financing for a project “Uncooled and minimally cooled infrared detectors with high reliability and resistance to environmental exposure” (hereinafter referred to as “**Project**”);
- (B) In order to execute Financing Agreement and complete Project VIGO decided to cooperate with a specialised entity that would supply VIGO with products required to complete Project;
- (C) Financing Agreement allows VIGO to hire supplier;
- (D) Supplier has won a procedure organised by VIGO under a principle of competitiveness, i.e. Supplier has submitted the best offer in response to VIGO’s inquiry no. ZOZ-..... dated (hereinafter referred to as “**Offer**” and “**Inquiry**”) and the offer has been chosen by VIGO.

Parties concluded the following agreement:

1 Subject of the agreement

1.1 Under this agreement Supplier shall manufacture within the scope of its business activity and supply to VIGO, within a period of 6 weeks since a conclusion of this agreement,

- 100 pieces of thermoelectric elements marked 2TE_1_VIGO (as in specification 2TE_1_VIGO_rev9)
- 100 pieces of thermoelectric elements marked 4TE_1_VIGO (as in specification 4TE_1_VIGO_rev7)

(hereinafter referred to as “**Products**”), as specified in specification included in Inquiry and attachments to Inquiry (Inquiry and its attachments constitute attachment no. 1 to this agreement), and VIGO shall collect Products and pay remuneration to Supplier.

1.2 Supply of Products does not require any order to be made by VIGO. Supplier’s obligation to supply Products shall be effective as of conclusion of this agreement.

1.3 Supplier shall manufacture Products on the basis of its technology, as well as to obtain any and all permissions, authorisations and/or certificates required by law and necessary to use Products. Supplier declares that Products fulfil all the technical requirements imposed by law and they have been examined and tested as to their functionality specified in Inquiry.

2 Delivery of Products

2.1 Supplier shall deliver Products to VIGO’s seat, i.e. 129/133 Poznańska Street, 05-850 Ożarów Mazowiecki, Poland, within 6 weeks since conclusion of this agreement.

2.2 Delivery pursuant to point 2.1 above is made in a moment of providing VIGO with Products in Containers at VIGO’s seat and for VIGO’s disposal. VIGO is not obliged to undertake any other actions relating to the delivery, in particular VIGO is not obliged to bear costs of transport and/or Products’ insurance. Any and all actions relating to Products, including formalities connected with transport, insurance and/or export, shall be undertaken solely by Supplier.

2.3 Lead time specified in point 2.1 above shall be qualified in favour of Supplier. It means that Supplier is allowed to deliver Products even before the lead time, upon prior written information provided to VIGO with planned date of delivery. Delivery of Products shall take place during working days, i.e. days from Monday to Friday, without Saturdays, Sundays and public holidays in Poland, between 8:00 and 16:00.

2.4 Supplier bears full risk connected with a damage and/or loss of Products during transport.

- 2.5 Supplier shall deliver Products in unit and collective packaging securing them against disassembling and/or any damage. Products' technical documentation, including any and all permissions, authorisations, certificates and/or documents required by law, shall be attached to any delivery.
- 2.6 If VIGO has no complaints regarding Products, delivery of Products shall be confirmed by signing by both Parties an acceptance protocol; the acceptance protocol shall constitute a basis for payment of remuneration, as specified in point 4.2 below (hereinafter referred to as "**Acceptance Protocol**").
- 2.7 If VIGO has any complaints regarding Products, VIGO shall inform Supplier about them and Supplier shall immediately, but no longer than within 2 weeks, eliminate any and all inconsistencies or defects. In such case Parties shall sign a preliminary protocol instead of Acceptance Protocol, in which Parties shall clarify all the VIGO's complaints regarding Products (hereinafter referred to as "**Preliminary Protocol**"). Parties shall sign Acceptance Protocol only after Supplier eliminates all the Product's inconsistencies or defects, as specified in VIGO's complaint.
- 2.8 Filing the complaint regarding Products, 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.
- 2.9 If any Products' inconsistencies or defects are revealed after signing Acceptance Protocol, VIGO shall inform Supplier about the inconsistencies or defects in question, and Supplier shall immediately, but no longer than within 2 weeks since VIGO's information, eliminate any and all inconsistencies or defects, on Supplier's own cost and risk. In such case Supplier bears full responsibility towards VIGO, regardless from his obligation pay contractual penalty specified in point 5.3.1 below.

3 Remuneration and payments

- 3.1 Under this agreement VIGO shall pay Supplier a remuneration in a total net amount of _____ (in _____ words: _____) (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 Remuneration shall be paid within 30 days from the day of signing Acceptance Protocol, on the basis of VAT invoice issued by Supplier and delivered to VIGO, via bank transfer to a bank account specified by Supplier on the invoice.

- 3.3** 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 Confidentiality

- 4.1** Parties are obliged to treat all the information resulting from this agreement, as well as resulting from their cooperation under this agreement, as confidential (hereinafter referred to as: "**Confidential Information**").
- 4.2** Parties shall not directly and/or indirectly transfer Confidential Information to any third party. Within Parties' corporate structures, access to Confidential Information shall be limited to each Party's employees, subcontractors and/or authorised persons whose access is legitimate due to their position and/or participation in executing this agreement.
- 4.3** Disclosure of Confidential Information by any Party to any other person than specified in point 4.2 above requires other Party's prior written consent, unless Confidential Information is known to the public and its disclosure did not take place in breach of this agreement, and/or obligation to disclose Confidential Information results from this agreement or applicable provisions of law.

5 Supplier's responsibility and VIGO's withdrawal right

- 5.1** Polish Civil Code, and in particular provisions regarding statutory warranty for Products, applies to Supplier's responsibility for Products.
- 5.2** If Supplier does not deliver Products within lead time specified in point 2.1 above, he shall pay to VIGO a contractual penalty in the amount of 0,1% of net Remuneration for each day of delay.
- 5.3** Additionally, Supplier shall pay to VIGO a contractual penalty in the amount of 10% of net Remuneration in case of:
- 5.3.1** delivery of defective and/or unusable Products;
 - 5.3.2** violation by Supplier of confidentiality clause specified in point 4 above – for each case of violation.
- 5.4** Payment of contractual penalties specified in points 5.2 and 5.3 above does not exclude VIGO's right to claim for damages exceeding the amount of contractual penalty, under general rules of law. Additionally, payment of contractual penalty in case of any event specified in points 5.2 and/or 5.3 above does not exclude Supplier's obligation to pay contractual penalty for another event.
- 5.5** Regardless from the points above and rights vested to VIGO under the applicable provisions of law, if Supplier does not deliver Products within lead time specified in

point 2.1 above, VIGO is allowed to withdraw from this agreement. Withdrawal right shall be executed by issuing a written declaration (to e-mail address specified in point 6.1.2 below) within 30 days as of an expiration of the lead time. As a result of withdrawing from this agreement, this agreement shall be qualified as never concluded, and Supplier shall immediately return Containers to VIGO.

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:

Wioleta Wieclaw, e-mail: wwieclaw@vigo.com.pl;

Waldemar Gawron, e-mail: wgawron@vigo.com.pl;

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

6.1.2 for Supplier:

written form: _____.

6.2 Amendments of addresses specified in point 6.1 above does not constitute an amendment of this agreement and it does not require to be made in writing. However, in case of change of any address, Party which address has changed shall without any delay inform the other Party about this fact. In case of lack of such information, communication to the previous address shall be effective.

7 Final provisions

7.1 With reservation to point 6.2 above, unless the amendments to this agreement are made in writing, they shall be null and void.

7.2 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.

7.3 Attachment number 1 – Inquiry, constitutes an integral part of this agreement.

7.4 If any provision of this agreement is declared to be invalid, ineffective and/or un-executable, other provisions shall remain in force. In such case Parties shall replace this invalid, ineffective and/or un-executable provision with a new one, adequate to their intentions and economical and legal goals that Parties intended to realise by adopting this invalid, ineffective and/or un-executable provision.

7.5 This agreement has been construed in accordance with the laws of Poland and the laws



of Poland apply to this agreement, without principles on conflict of laws. Parties hereby exclude application of UN Convention on Contracts for the International Sale of Goods, prepared in Vienna on 11th April 1980. Any disputes resulting from a conclusion or execution of this agreement shall be exclusively resolved by Polish courts.

- 7.6** 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.
- 7.7** 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.
- 7.8** This agreement has been prepared in two identical copies, one for each Party.

For VIGO:

For Supplier:

Łukasz Piekarski
Member of the Management Board



Attachment nr 2 to form of the Agreement

Delivery and Acceptance Protocol

To the Supply agreement of 2017,

drawn up on 2017 with the participation of representatives of:

CONTRACTOR:

PURCHASER:

.....

.....

Name of representative:

Name of representative:

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

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

.....

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

Comments:

.....

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

CONTRACTOR:

PURCHASER: