

THE SUPPLEMENTAL INFORMATION TO ENQUIRY NR 2019/04/04

1. The ordering party informs that enquiry in terms of extension of electromagnetic compatibility workplace at laboratory also includes system implementation service, start – up and calibration of GTEM chamber and on-site training of persons appointed by PLUM.
2. The provisions of the Agreement important for the Parties are specified as draft to the contract in Annex 2.
3. The remaining provisions of the enquiry remain unchanged.

Annex 2

Contract

Concluded..... in Ignatki, between:

.....
.....
.....

Represented by

further as Seller**and**

PLUM sp. z o.o., ul. Wspólna 19, Ignatki, 16-001 Kleosin, entered into the National Court Register by District Court XII Commercial Division of the National Court Register under no. 0000153696, initial capital 2 355 800,00 zł, REGON 050878784 and NIP 966-14-27-390

Represented by Board Member

further as **Buyer**

further in contract „Party” or „Parties”

reading as follows:**§ 1****SUBJECT OF CONTRACT**

1. The subject of contract are....., further as Device.
2. Seller declares, that subject of the contract is factory new, free from physical or legal defects, is not a subject of court or administrative proceedings and is not used as a security.
3. Seller undertakes to sell, deliver and install device.
4. Detailed description of device and services can be found in Annex 1 *quote on ...*”.
5. Device delivery and installation place is location of Buyer: ul. Wspólna 19, Ignatki, 16-001 Kleosin.
6. Within legal relationship between Buyer and Seller terms of contract, including offer attached, constitute entirety of contract between Parties. In case of any contradictions between offer and terms of contract, contract provisions are binding/having priority.

§ 2

CONTRACT PERFORMANCE PERIOD

1. Seller undertakes to deliver device within 8 weeks from the date of signing this contract. Seller informs Buyer about precise date and hour of delivery with one day advance. Seller undertakes to provide complete device for usage.
2. Seller undertakes to deliver:
 - a. EC Certificate in english and polish
 - b. EC Declaration of Conformity for Device in polish, for all directives applicable to the device
 - c. operation manual in polish or english
 - d. on-site training certificate
 - e. information and warning signage of the Device
 - f. software
 - g. warranty card
3. Seller undertakes to install and start Device and perform on-site training to persons appointed by Buyer on at Buyers location, including safety usage rules, handling of device and its software, basic maintenance and solving basic problems. On-site training time is hours.
4. Installation, start up, completeness, efficiency of the device and delivery documents described in §2 section 2 to Buyer shall be approved in writing by installation protocol, made and accepted in writing by authorised representatives of both Parties within 14 calendar days from final installation date.
5. Buyer is authorised to refuse signing installation protocol in case of its inconsistency of Device with contract, in particular inconsistency of the Device with specification included in Annex 1, its incompleteness or incapacity. Refusal and its justification shall be provided to Seller in writing or electronically.
6. Failure to meet the deadline due to reasons attributable to Seller, of above stated terms: delivering the device, its start-up and signing installation protocol, entitles Buyer to charge Seller with contractual penalty in the amount of 0,5% of gross value for each started day of delay.

§ 3

PRICE

1. The price of the device amounts to EUR/ PLN net (in words:...) and is not negotiable.
2. Delivery cost of the device and its transportation insurance are borne by Seller.
3. The price includes input VAT.

§ 4

TERMS OF PAYMENT:

1. Payment of the price stated in §3 section 1 shall be made on the basis of correctly issued commercial invoice within 60 days from receiving the VAT invoice by Buyer, with bank transfer to the Sellers account provided in the Invoice.

§ 5

GUARANTEE

1. If Seller is not manufacturer of the Device, then:
 - 1) undertakes to deliver Manufacturers Guarantee to Buyer of the Device that is subject of this contract, for period of 36 months from the date of signing the final technical acceptance protocol without comments and to ensure authorised guarantee service of the Device, within contractual remuneration,
 - 2) as a Seller, grants guarantee for the Device that is subject of the contract for period of months, from the date of signing final technical acceptance protocol, without comments, and undertakes to provide guarantee service and technical support within contractual remuneration.
2. If Seller is simultaneously Manufacturer of the Device, then Seller grants Guarantee for the Device that is subject of contract for period of months from the date of signing the final technical acceptance protocol, without comments, and undertakes to provide guarantee service and technical support within

- contractual remuneration.
3. The guarantee period shall run from the date of signing acceptance protocol by Parties – without comments.
 4. During guarantee periods Seller undertakes to remove defects at each time with accordance to following rules:
 - a. Seller ensures hours of reaction time on working days to defect report, if report occurred till 12:00 and within hours on working days in case when report occurred after 12:00. Days that are not considered as working days: Saturdays, Sundays and public holidays. The reaction to the report is understood as phone contact, taking remote actions to remove defect. In case of inability to remove defect remotely or remote diagnosis of the problem (determining part that needs replacement) – arrival of Sellers serviceman to Buyers location.
 - b. Within the repairs, Seller undertakes to remove defect within hours from taking service actions, in case when malfunction does not require spare parts from manufacturer of device.
 - c. In case when malfunction requires obtaining spare parts from devices manufacturer, Seller shall order spare parts without hesitation from the devices Manufacturer and informs Buyer about delivery date of spare parts, replacement shall be done without delay after delivering the parts to location of Sellers Service, no longer than 2 working days from parts delivery date.
 5. Seller undertakes to remove defect withincalendar days from written defect report by Buyer (electronically or by writing to the address of Sellers location).
 6. Guarantee is extended for period, under which Buyer shall not be able to use Device as intended due to its defect. Each period of device being out of service shall be noted in guarantee card.
 7. Parties do not restrict Buyers guarantee rights for physical and legal defects arising from applicable laws art. 556-576 of Civil Code. These rights shall be extended within this contract by assuming, that period of implied warranty for devices defects shall be equal to guarantee period, referred § 5 section 1.

§ 6

REMAINING PROVISIONS

1. If Buyer reports defect to Deller after expiry of guarantee period then Parties shall establish rate per hour of servicing by company of the Device, in amount of net for hour under office hours (8:00-16:00) for service works. About eventual change of the amount Buyer needs to be informed with at least six months advance.
2. Transferring any rights arising from this Contract to third person requires written consent of other Party.
3. To all matters not settled within this contract regulations of Civil Code shall be applied.
4. Disputes resulting from this contract shall be settled by court relevant to the location of Buyer.
5. All annexes to this Contract are its integral part.
6. Amendments to this Contract require written consent under pain of invalidity.
7. This Contract was drawn in two identical copies, one for each Party.

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SELLER

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BUYER