

Appendix No. 3 to the announcement of the award order no. ZZ/037/009/2023

AGREEMENT No.ZZ/037/009/2023

concluded on ..... 2023, between<sup>1</sup>:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics with headquarters in 80-233 Gdańsk,

ul. Narutowicza 11/12, NIP 584-020-35-93, REGON 000001620

represented by: prof. dr hab. inż. Jacek Stefański, Dean of the Faculty of Electronics, Telecommunications, acting on the basis of the authorization of the Rector of Gdańsk University of Technology, hereinafter referred to as the "ordering party"

and,  
(in the case of an entrepreneur entered in the CIKRS)

..... with headquarters in ..... at ....., entered in the Central Information of the National Court Register under the number KRS ..... NIP ..... REGON: ..... represented by:

1.

.....

or (in the case of an entrepreneur entered in CEiLDG)

Name and surname ....., operating under business ....., with its seat in ..... at ....., entered into the Central Register and Information on Economic Activity, NIP ....., REGON .....

hereinafter referred to as the "contractor",  
which is awarded a contract without applying the provisions of the Act of September 11, 2019 Public Procurement Law (i.e. Journal of Laws of 2022, item 1710, as amended, hereinafter referred to as the PPL Act), in accordance with Art. 2 sec. 2, point 1 presented on the occasion of its conclusion.

§ 1

SUBJECT OF THE CONTRACT

1. The subject of this agreement ("Agreement") is the delivery by the contractor of HPHT monocrystalline diamond powders of high purity, in accordance with the submitted offer of ..... 2023 - "Subject of the Agreement".
2. The Contractor declares that the subject of the contract is brand new, comes from current production, free from all defects and damage, without previous use and is not subject to third party rights.

§ 2

CONTRACT PRICE AND PAYMENT CONDITIONS

1. For the execution of the subject of the contract in accordance with the offer of ..... 2023 submitted by the contractor, the price is set in the amount: gross: .....in PLN words: .....

The above price includes all price-setting elements resulting from the scope and method of performance of the subject of the contract and satisfies all claims of the contractor against the ordering party for the performance of this contract.

2. The subject of the contract is considered to be completed if it is accepted by the delivery and acceptance protocol signed by both parties without reservations, within the time limit specified in § 3 section 7 of this agreement. This report will be the basis for issuing the invoice.
3. Invoices should be issued to the Gdańsk University of Technology with the following indication: Gdańsk University of Technology Faculty of Electronics, Telecommunications and Informatics st. G. Narutowicza 11/12, 80-233 Gdańsk No. ZZ/\_\_\_/009/2023
4. Each invoice, in addition to indicating the number of this agreement, must also contain the PKWiU number.
5. The Contractor declares that invoices issued in paper form will not be issued in electronic form, and vice versa.
6. In the case of paper or electronic invoices, e.g. PDF (Portable Document Format), they may be sent by the contractor by e-mail to the address of the ordering party: [efaktury@pg.edu.pl](mailto:efaktury@pg.edu.pl).
7. The Contractor declares that invoices sent by e-mail will be sent from the following e-mail address: .....
8. The Contractor declares that he ensures the authenticity of origin, integrity of content and legibility of invoices sent electronically.
9. The Contractor is not obliged to send structured electronic invoices to the ordering party via the platform in accordance with the provisions of the Act of November 9, 2018. on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (consolidated text: Journal of Laws of 2020, item 1666, as amended).
10. Sending an invoice to an e-mail address other than the one indicated in section 6 of this paragraph, shall in no case constitute the delivery of an invoice in electronic form.
11. In the event of a change of the e-mail address referred to in par. 6 of this paragraph, the ordering party undertakes to notify the contractor in writing or by e-mail about the new e-mail address. The change does not require the preparation of an annex to the agreement.
12. Payment for the invoice will be made by bank transfer, within 21 days from the date of receipt by the ordering party of a properly issued invoice, from the ordering party's account to the Contractor's account indicated in the list of entities kept by the Head of the National Revenue Administration, referred to in art. 96b of the Value Added Tax Act (Journal of Laws of 2022, item 196).
13. The day of debiting the ordering party's account shall be considered as the day of payment.
14. If the Contractor delivers an incorrect invoice, in particular when the invoice does not contain the information required by the contract, the invoice shall be returned to the Contractor without accounting and without the obligation to pay.

§ 3

#### PLACE AND DATE OF IMPLEMENTATION OF THE AGREEMENT

1. Delivery of the Subject of the Agreement will take place to: Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics building A, Gdańsk 80-233, ul. Narutowicza 11/12, room 116.
2. The subject of the Agreement will be packed in appropriate packaging appropriate for the type of delivery and means of transport.
3. Any damages and costs caused by improper packaging are charged to the contractor.
4. The name, technical parameters and price of the subject of the contract delivered to the contracting authority must be consistent with the contractor's offer. In the event of delivery of defective goods or goods that do not meet the conditions of the order, the ordering party will not collect it.
5. The date of proper performance of the Subject of the Agreement is the date of signing the Acceptance Protocol without reservations by both Parties.
6. The persons authorized to represent in matters related to the performance of the Agreement are: - on behalf of the ordering party: ....., phone number ....., e-mail: ..... - on the part of the contractor: ..... phone: ....., e-mail: ..... The above personal data are made available by the parties to each other in order to perform this contract, pursuant to art. 6 sec. 1 lit. b), c) and f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, (General Data Protection Regulation) (Journal of Laws UE. L. of 2016 No. 119, p. 1; amended: Journal of Laws UE.L of 2018 No. 127, p. 2). The parties become the administrator of personal data shared with each other and pursuant to art. 14 sec. 5 lit. c) above of the regulation, the information obligation referred to in art. 14 above the regulation does not apply.
7. Full implementation of the Subject of the Agreement will take place within the deadline of ..... This is the maximum deadline for the completion of the subject of the contract, counted from the date of conclusion of the contract to the date of signing the delivery and acceptance report, without comments.

#### § 4

#### GUARANTEE

1. The Contractor grants a guarantee for the delivered subject of the contract in the amount of: ..... (in accordance with the offer), calculated from the date of signing the delivery and acceptance report without comments.
2. As part of the guarantee, the contractor undertakes to replace the defective subject of the contract with a defect-free one within a reasonable time, without excessive inconvenience to the ordering party
3. All costs related to the performance of warranty obligations are borne by the contractor.
4. Needs for replacement during the warranty period will be reported to the contractor by a person authorized by the ordering party, by e-mail to the e-mail address .....
5. The contractor is obliged to immediately confirm by e-mail the receipt of a notification of the need for replacement from the ordering party (notification of a complaint).

6. If the contractor does not confirm receipt of such notification, the contracting authority shall presume that it has been received by the contractor, unless it proves that it was impossible for technical reasons.

## § 5

### CONTRACTUAL PENALTIES AND TERMINATION OF THE CONTRACT

1. The contractor shall pay the ordering party contractual penalties for delay in delivery in the amount of 1% of the gross price specified in § 2 section 1 of this agreement, for each day of delay.
2. Except for the case referred to in Art. 456 of the Public Procurement Law, for withdrawal from this contract by one of the Parties, the Party responsible for the withdrawal shall pay the other party a contractual penalty in the amount of 10% of the gross price specified in § 2 section 1 of the contract.
3. If the delay exceeds 10 days, the contract may be considered unfulfilled and the contracting authority may withdraw from the contract due to the contractor's fault.
4. The Ordering Party will be entitled to claim damages exceeding the amount of the stipulated contractual penalty, if the contractual penalty does not fully cover the damage suffered, as well as when the damage arises for another reason, on the principles set out in the Civil Code.
5. The Contractor agrees to deduct contractual penalties from the price due to him.
6. Contractual penalties will be payable within 14 days from the date of issuing the debit note.
7. The total amount of contractual penalties may not exceed 30% of the gross price specified in § 2 section 1 of the contract.
8. In the event of a delay in the implementation of the subject of the contract due to the SARS-CoV-2 virus pandemic, contractual penalties will not be charged. The Contractor will be obliged to substantiate this circumstance.

## § 6

### CHANGES TO THE CONTRACT

1. Amendments to the Agreement may be made in writing, otherwise being null and void, in the following cases:
  - a) in the event of a change in the VAT rate for the subject of the contract - the price may change in the event of a reduction or increase in the VAT rate as a result of changes in applicable regulations. Payment will be made taking into account the VAT rate applicable on the date of issuing the invoice,
  - b) in the event of changes in the law - changes are possible only to the extent specified by such changes in law.
  - c) in the event of force majeure:
    - none of the parties is liable for the occurrence and effects of force majeure, by which the parties understand an event of an extraordinary nature, with extraordinary consequences, objectively impossible to predict, which, due to the force of the impact, it was impossible to take effective defense measures.
    - a party which cannot perform the contract as a result of force majeure or for this reason cannot perform it properly is obliged to immediately notify the other party of the occurrence of force majeure. In the notification, the parties inform about the type of force majeure and its expected consequences for the

contract. At the same time, the party affected by force majeure is obliged to take all possible acts of diligence that may be required of any professional economic participant in order to minimize the effects of force majeure, including in particular the effects on the further performance of this Agreement.

– the parties anticipate that the occurrence of force majeure may be the basis for amending the Agreement with regard to the date of performance of the Agreement, including the extension of the deadline for its performance by the time of occurrence of force majeure and its effects.

2. Amendments to the Agreement may be made when the new Contractor is to replace the existing Contractor as a result of succession, entering into the rights and obligations of the Contractor, as a result of the takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or acquisition of the existing Contractor or his enterprise, as long as the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion and it does not entail other significant changes to the Agreement, and it is not intended to avoid the application of the provisions of the Public Procurement Law.
3. In the event of the circumstances referred to in par. 1, 2 above, the party that invokes this circumstance is obliged to immediately notify the other party of the circumstance, not later than within 7 working days from its occurrence. Failure to comply with the obligation specified in the preceding sentence constitutes the basis for refusing to amend the Agreement, unless the necessity to amend results from the mandatory provisions of generally applicable law.

## §7

### FINAL PROVISIONS

1. In matters not covered by this agreement, the provisions of the Civil Code shall apply, unless the provisions of the Public Procurement Law provide otherwise, and other generally applicable provisions of law, in particular art. 15r of the Act of March 2, 2020 on special solutions related to the prevention, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them (i.e. Journal of Laws of 2021, item 2095, as amended), and any disputes between the parties will be settled by a common court competent for the seat of the Ordering Party, according to Polish law.
2. The Parties declare that all deliveries related to the Agreement should be made to the addresses indicated in the Agreement, a double notice has the effect of delivery. The parties are obliged to immediately notify each other of a change of address under pain of recognizing the deliveries made to the previously indicated address as effective.
3. The Contractor may not, under pain of nullity, transfer the claims arising from this Agreement to another entity without the prior written consent of the Ordering Party.
4. Appendices to the Agreement constitute its integral part.
5. The Agreement was drawn up in two identical copies, one for each of the parties/The Agreement was concluded in the electronic form of a legal act and provided with a qualified electronic signature.

\* delete as appropriate

List of attachments:

- 1) Specimen of the acceptance protocol

2) Contractor's offer

Contractor:

Ordering Party:

Appendix 1  
to the contract ZZ/037/009/2023  
....., on ..... 2023

### PROTOCOL FOR PROVISION AND ACCEPTANCE

CONTRACTOR:

.....

ORDERING PARTY:

Gdańsk University of Technology

The Faculty of Electronics, Telecommunications and Informatics, ul. G. Narutowicza  
11/12, 80-233 Gdańsk

Subject of the contract: supply of HPHT monocrystalline diamond powders of high purity  
for the Faculty of Electronics, Telecommunications and Informatics of the Gdańsk  
University of Technology.

Subject of the contract delivered on ..... \*

Reservations and comments regarding the implementation of the subject of the contract \*:

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

Irregularities indicated in this protocol were removed on: ..... \* (please indicate the  
date)

The contracting authority collects the subject of the contract without reservations. \*

This protocol is the basis for issuing an invoice.

Contractor's representative: .....  
(name and surname) (signature)

Representative of the Ordering Party: .....