

**DRAFT PROVISIONS OF THE AGREEMENT
AGREEMENT No. ZZ/148/009/D/2025**

concluded between:

Gdańsk University of Technology, Faculty of Electronics, Telecommunications and Informatics, with its registered office in Gdańsk (80-233), ul. Narutowicza 11/12, NIP 584-020-35-93, REGON 000001620 represented by:

..... - Faculty of Electronics, Telecommunications and Informatics, acting under the authorization of the Rector of the Gdańsk University of Technology - hereinafter referred to as the "ordering party"

a

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

.....with its registered office in at street, entered in the Central Information of the National Court Register under the KRS number NIP REGON:.....

represented by:

..... -

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

Name and surname, operating under the company name, with its registered office in at street, entered in the Central Register and Information on Business Activity, NIP, REGON

hereinafter referred to in the contract as the "contractor",

to whom the contract is awarded without applying the provisions of the Act of 11 September 2019 - Public Procurement Law (i.e. Journal of Laws U. of 2024, item 1320, hereinafter referred to as the Public Procurement Law), in accordance with art. 11 sec. 5, item 1 presented on the occasion of its conclusion.

The Contractor declares that on the date of conclusion of this agreement, the information is consistent with the documents presented on the occasion of its conclusion.

§ 1**SUBJECT OF THE AGREEMENT**

1. The subject of this agreement ("Agreement") is the delivery by the contractor of in accordance with the submitted offer of 2025 - "Subject of the Agreement".

2. The Contractor declares that the subject of the agreement 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 TERMS**

1. For the performance of the subject of the contract in accordance with the offer dated2025 submitted by the contractor, the price is set at: gross: in words:

The above price includes all price-forming 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 deemed to have been completed if it is accepted by a handover protocol, signed by both parties without reservations, within the time specified in § 3 sec. 7 of this contract. This protocol will constitute the basis for issuing an invoice.

3. Invoices should be issued to Gdańsk University of Technology with the following indication:

Gdańsk University of Technology

Faculty of Electronics, Telecommunications and Informatics

ul. G. Narutowicza 11/12, 80-233 Gdańsk

No. ZZ/148/009/D/2025

4. The Contractor declares that invoices issued in paper form will not be issued in electronic form, and vice versa.

5. In the case of paper invoices or in electronic format, e.g. PDF (Portable Document Format), they may be sent by the Contractor by e-mail to the ordering party's address: efaktury@pg.edu.pl.

6. The Contractor declares that invoices sent by e-mail will be sent from the following e-mail address:
.....

7. The Contractor declares that it ensures the authenticity of the origin, integrity of the content and legibility of invoices sent electronically.

8. 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 9 November 2018. on electronic invoicing in public procurement, concessions for construction works or services and public-private partnerships (consolidated text Journal of Laws of 2020, item 1666, as amended).

9. Sending an invoice to an e-mail address other than the one indicated in paragraph 6 of this section does not constitute delivery of the invoice in electronic form in any case.

10. In the event of a change of the e-mail address referred to in paragraph 6 of this section, the ordering party undertakes to notify the contractor in writing or by e-mail of the new e-mail address. The change does not require the preparation of an annex to the contract.

11. Payment for the invoice shall be made by transfer, within 21 days from the date of receipt by the ordering party of a correctly issued invoice, from the Ordering Party's account to the Contractor's account indicated in the list of entities maintained by the Head of the National Revenue Administration, referred to in Article 96b of the Act on Goods and Services Tax (Journal of Laws of 2022, item 196).

12. The day of payment shall be deemed to be the day on which the ordering party's account is debited.

13. In the event that the Contractor delivers an incorrect invoice, in particular if the invoice does not contain the information required by the contract, the invoice shall be returned to the Contractor without being recorded and without the obligation to pay.

§ 3

PLACE AND DATE OF PERFORMANCE 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 damage and costs caused by improper packaging shall be borne by the contractor.



4. The name, technical parameters and price of the subject of the agreement delivered to the ordering party 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 shall not accept it.

5. The date of proper performance of the Subject of the Agreement shall be understood as 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 the part of the ordering party:, tel., e-mail:

□ on the part of the contractor: tel., e-mail:

□ and in matters related to confirming balances, agreeing on compensations, issuing notes and corrective invoices for contacts with the Contractor, the Ordering Party designates: tel.: e-mail:

The above personal data are made available by the parties to each other for the purpose of performing this agreement, 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 natural persons 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) (OJ EU. L. of 2016, No. 119, p. 1; amended: OJ EU.L of 2018, No. 127, p. 2). The Parties become the controller of personal data mutually made available to each other and, pursuant to Art. 14 sec. 5 letter c) of the aforementioned Regulation, the information obligation referred to in Art. 14 of the aforementioned Regulation shall not apply.

7. Full implementation of the Subject of the Agreement shall take place within the deadline of This is the maximum deadline for the implementation of the subject of the agreement, counted from the date of conclusion of the agreement to the date of signing the handover protocol, without comments.

§ 4

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 0.5% of the gross price specified in § 2 sec. 1 of this contract, for each day of delay.

2. The Ordering Party shall be entitled to claim compensation exceeding the amount of the reserved contractual penalty if the contractual penalty does not fully cover the damage incurred, as well as if the damage arises from another reason, on the principles specified in the Civil Code.

3. The Contractor agrees to deduct the contractual penalties from the price due to him.

4. Contractual penalties shall be payable within 14 days from the date of issue of the debit note.

5. The total amount of contractual penalties may not exceed 30% of the gross price specified in § 2 sec. 1 of the contract.

6. In the event of a delay in the completion of the subject of the contract due to the SARS-CoV-2 virus pandemic, contractual penalties shall not be charged. The contractor will be obliged to substantiate this circumstance.

§ 5

AMENDMENTS TO THE AGREEMENT

1. Amendments to the Agreement may be made in writing, under penalty of nullity in the following cases:

a) in the event of a change in the regulations in force in the Republic of Poland concerning the rates of value added tax (VAT) within the scope covering the subject of the order, the ordering party allows for the possibility of an appropriate change in this respect.

The price of the agreement may change in the event of a reduction or increase in the VAT rate as a result of a change in the applicable regulations.



-Each party is entitled to submit to the other party a written request for amendment of the agreement in the scope of payments resulting from invoices issued after the entry into force of the regulations changing the rate of value added tax. The request should contain a factual justification and an indication of the legal basis for the change in the value added tax and a precise calculation of the amount due to the contractor after the change in the agreement.

The change in the price of the agreement will only cover payments for deliveries that have not yet been made on the date of the change in the VAT rate.

-The obligation to demonstrate the impact of changes in the VAT rate on the change in the price of the agreement rests with the applicant, under penalty of refusal to make the change in the agreement.

b) The deadline for the performance of the subject of the contract, set out in the contract, may be changed:

- in the event of force majeure, referred to in § 6 of this contract, in particular due to the SARS-CoV-2 virus pandemic;

- in the absence of substitutes unavailable on the market for the offered subject of the order, referred to in paragraph 3, point 3 of this paragraph;

In the above-mentioned circumstances, the Parties shall establish a new contractual deadline, provided that the scope of the change in the deadline must be proportional to the reason that caused it.

- In the scope of the subject of the contract

- The Parties allow for the possibility of changing the provisions of the concluded contract in relation to the content of the offer on the basis of which the Contractor was selected in the event that, due to circumstances beyond the control of the Contractor, the offered subject of the order is not available on the market at the time of performance of the subject of the contract. In such a case, with the prior written consent of the Ordering Party, it is permissible to provide their substitutes, at the price resulting from the Contractor's offer.

- The obligation to inform the Ordering Party in writing about the need to replace the offered subject of the contract with another one due to its unavailability on the market and to obtain the Ordering Party's written consent to the proposed replacement rests with the Contractor.

c) Such a change may not result in a change in the price of the subject of the contract resulting from the Contractor's offer.

-In the event of a periodic lack of the offered subject of the order or the lack of its substitutes, referred to above, the Parties allow for the possibility of extending the delivery date of the subject of the order or failure to implement a given item of the subject of the contract, provided that the price of the contract is reduced by the amount of the unimplemented part of the subject of the contract, resulting from the Contractor's offer, constituting an annex to this contract and being an integral part thereof.

§ 6

FINAL PROVISIONS

1. In matters not regulated by this agreement, the provisions of the Civil Code shall apply, unless the provisions of the Public Procurement Law provide otherwise, as well as other generally applicable provisions of law, in particular art. 15r of the Act of 2 March 2020 on special solutions related to the prevention, counteracting and combating of COVID-19, other infectious diseases and crisis situations caused by them (consolidated text: Journal of Laws of 2024, item 340, as amended), and any disputes between the parties shall be resolved by a common court competent for the registered office of the Ordering Party, in accordance with Polish law.

2. The Parties declare that all deliveries related to the Agreement should be made to the addresses indicated in the Agreement, and a double notification shall have the effect of delivery. The Parties are obliged to immediately notify each other of any change of address, under penalty of recognizing deliveries made to the previously indicated address as effective.

3. The Contractor may not, under penalty of nullity, transfer the receivables resulting from this Agreement to another entity without the prior written consent of the Ordering Party.

4. The Annexes to the Agreement constitute an integral part thereof.

5. The Agreement has been drawn up in two identical copies, one for each party/The Agreement has been concluded in electronic form of legal act and has been provided with a qualified electronic signature.

Annexes to the Agreement:

1. Handover and acceptance protocol
2. Notice of the awarded order
3. Contractor's offer

.....

CONTRACTOR

.....

ORDERING PARTY

Acceptance of the content of the agreement is made by submitting a declaration on the offer form.

to contract ZZ/148/009/D/2025,

....., on

HANDOVER AND ACCEPTANCE PROTOCOL**CONTRACTOR:****ORDERING PARTY:**

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

Subject of the contract:

Delivery in accordance with the announcement of the contract award dated and the contractor's offer dated2025

No. Name of the subject of the order Number of pieces Manufacturer, type, model

1. Multi-channel electrophysiological recording system 1 piece

It is confirmed that the contract was properly performed on*

It is confirmed that the contract was improperly performed within the scope specified in the detailed description of the subject of the order/contract.* Comments/defects found during acceptance concern:

.....* cross out where not applicable

The protocol was drawn up in two identical copies - one for the Ordering Party and one for the Contractor.

Contractor's Representative:

Ordering Party's Representative:

This protocol is the basis for issuing an invoice.