



Procurement Process No. WCH.2410.12.2018.AB

CONTRACT NOTICE

The supply of a precision ferroelectric test system up to 10 kV

(The changes marked underlined italics)

Procurement process pursuant to Article 4d.1(1) of the Public Procurement Act

The equipment to be supplied is research equipment purely for the purpose of the Contracting Entity's research, experiment, study, or development work, the procurement value being less than the amounts specified in regulations issued under Article 11.8.

**Therefore, the Public Procurement Act shall not apply.
(consolidated text in *Dziennik Ustaw* 2015, Item 2164, as amended)**

1. BACKGROUND INFORMATION

The University of Wrocław, Faculty of Chemistry, calls for tenders in the procurement process for the supply of a precision ferroelectric test system up to 10 kV. In particularly justified cases, the Contracting Entity shall have the right to amend this Contract Notice. Such an amendment may be made at any time prior to the expiry of the deadline for the submission of tenders. If such an amendment is made, information thereof shall be placed on the Contracting Entity's website.

The Contracting Entity's particulars:

NIP (tax number): PL 896-000-54-08

Detailed correspondence address: The University of Wrocław, Faculty of Chemistry, Ul. Joliot-Curie 14, 50-383 Wrocław, Poland

Fax for Contract correspondence: +48 71 375 7420

E-mail for Contract correspondence: przetarg@chem.uni.wroc.pl

Procurement process reference number: WCH.2410.12.2018.AB **Note:** this reference number shall be used in correspondence to the Contracting Entity.

2. SUBJECT-MATTER OF THE CONTRACT

The details of the subject matter of the Contract are described in Exhibit 2 to this Contract Notice. The exhibit shall be completed with the technical description of the equipment tendered and enclosed with the tender. The Contracting Entity allows the provision of a technical description on separate pages of the tender. The technical description shall state the type and the manufacturer of the equipment and the technical details corresponding to the description of the subject-matter of the Contract. The Supplier shall provide an unambiguous description showing beyond any doubt that the subject-matter of the Contract tendered meets all requirements set out in this Contract Notice. The compatibility of the equipment tendered shall be checked on the basis of the equipment specifications submitted together with the tender in the form of technical specifications provided by the Supplier, a printout of the manufacturer's website, or another equivalent document. The Contracting Entity agrees that the equipment manufacturer's documentation may be enclosed with the tender in English. The Contracting Entity requires that the equipment tendered should carry CE certification. The Contracting Entity does not allow variant tenders. The Contracting Entity does not allow partial tenders.

3. TIME AND PLACE OF CONTRACT PERFORMANCE

The Contracting Entity requires that the Contract should be completed within 40 days from the conclusion of the Contract. The place of supply shall be the University of Wrocław, Faculty of Chemistry, Ul. Joliot-Curie 14, 50-383 Wrocław, Poland.

4. PROCUREMENT PROCESS PARTICIPATION CONDITIONS

Participation in the procurement process shall be conditional on the following being filed along with the tender:

- 1) a document confirming that supplies have been made adequately (e.g. references).
The Contracting Entity shall regard this condition as satisfied if the Supplier has made at least one supply of the kind of equipment the subject of this Contract with a value including VAT no lower than 33 000,00 USD
- 2) within the period of three years prior to the expiry of the tender submission deadline or, if the Supplier has been in business for a shorter period, during that period.
- 2) a representation of the Supplier in accordance with Exhibit 3 to this Contract Notice.
- 3) current excerpt from the relevant register or from central records and information about business activity, issued not earlier than 6 months before the deadline for submission of tenders.

The Contracting Entity shall regard the above conditions as satisfied if the Supplier submits all the required documents and representations. The satisfaction of the conditions referred to above shall be the basis for the admission of the submitted tender to examination for the satisfaction of substantive and technical requirements relating to the tender and, in the event of the favourable outcome of the examination, to assessment according to the tender evaluation criteria specified in the Contract Notice.

The Contracting Entity may request the Supplier, who has not submitted the representations or documents or who has submitted the documents with errors, to supplement the same within a deadline given and to provide explanations concerning the tender.

5. INFORMATION ON THE METHOD OF COMMUNICATION WITH SUPPLIERS AND OF THE SUBMISSION OF STATEMENTS AND DOCUMENTS

No tender shall be valid unless submitted in writing. In the event of other correspondence, the Contracting Entity allows its submission by fax (to the number provided in Item 1) or electronically (to the e-mail address provided in Item 1). The following person shall be authorized to communicate with suppliers:

Ms. M.Sc. Hanna Skornowicz - in the field of formal matters tel. +48 71 3757433

6. INFORMATION CONCERNING FOREIGN CURRENCIES IN WHICH SETTLEMENTS CAN BE MADE BETWEEN THE CONTRACTING ENTITY AND THE SUPPLIER AND THE DESCRIPTION OF THE METHOD OF CALCULATING THE PRICE

The Contracting Entity does not allow the tender price or its components to be stated in foreign currencies. The price shall be given in the USA currency USD) as a lump-sum price for the entire Contract The tender price shall be given with two decimals. The Supplier with whom a supply contract is made as a result of the procurement process shall be required by the Contracting Entity to state unit prices prior to entry into the Contract. If filed in the procurement process is a tender that, if chosen, would cause the Contracting Entity to be liable to tax in accordance with the value-added tax regulations, the Contracting Entity shall add the value-added tax that it would be liable to in accordance with the said regulations to the price presented in that tender for the purpose of the assessment of the tender.

7. THE CONTRACTING ENTITY'S REQUIREMENTS

The price of the equipment shall include the cost of delivery and insurance, assembly, carrying to the location of installation, mounting, commissioning, and operation training for the staff of the Faculty of Chemistry. The equipment tendered shall meet all of the Contracting Entity's requirements set out in this Contract Notice. The warranty against defects shall be for at least 24 months. The payment terms for the supply made shall be at least 21 days from the day of delivery of an invoice together with an acceptance certificate. The required Contract fulfilment deadline shall be up to 40 days from the date of entry into the Contract.

8. TENDER PREPARATION

The tender shall consist of the following documents:

1	Completed tender prepared in the format or on the tender form attached as Exhibit 1 to this Contract Notice
2	Completed Exhibit 2 to this Contract Notice
3	Equipment specifications in the form of technical specifications provided by the Supplier, a printout from the manufacturer's website, or another equivalent document indicating that the equipment tendered meets the requirements set out in the Contract Notice.
4	Representation of the Supplier (in the format of or on the form in Exhibit 3 to this Contract Notice)
5	Documents confirming that supplies have been made adequately (e.g. references).

The tender shall be placed in a sealed, protected, opaque envelope marked with these words:

'Tender for **the supply of a precision ferroelectric test system up to 10 kV** No. **WCH.2410.12.2018.AB** Do not open before 12:00 noon on 24th of July 2018. The envelope shall bear the name and address of the Supplier.

9. TENDER SUBMISSION PLACE AND DEADLINE AND TENDER OPENING PLACE AND TIME

The tender submission deadline shall be 11:00 noon on 24th of July 2018

Tenders submitted after this deadline shall be returned without being opened. Of decisive significance for the assessment of compliance with the said deadline shall be the date and time of the receipt of the tender by the Contracting Entity and not the date of its being mailed or sent by courier. The tender shall be filed at the Contracting Entity's office: University of Wrocław, Faculty of Chemistry, Finance Section, ul. F. Joliot-Curie 14, 50-383 Wrocław, Poland, Room 10.

The public opening of tenders shall take place at 12:00 noon on 24th of July 2018

at the Contracting Entity's office: University of Wrocław, Faculty of Chemistry, ul. F. Joliot-Curie 14, Wrocław, Poland, Room 9, first floor. Information announced at the public tender opening shall be made available to Suppliers at their request.

10. DESCRIPTION OF TENDER EVALUATION CRITERIA AND METHOD

Tenders shall be evaluated using a scoring system in accordance with the following criteria:

Criterion name	Weight	Scoring method
Price	100 points	<u>Lowest price × 100</u> examined tender price

11. MODEL CONTRACT

A supply contract shall be entered into with the Supplier whose tender is found the most favourable by the Contracting Entity. Together with this Contract Notice, the Supplier received a model contract for the performance of the Contract from the Contracting Entity.

12. PROCUREMENT PROCESS INVALIDATION

The Contracting Entity shall invalidate the procurement process if:

1. no tender has been submitted that is not to be rejected;
 2. the price of the most favourable tender exceeds the amount that the Contracting Entity may use to fund the Contract;
 3. a significant change in circumstances has occurred causing the procurement process or
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- the performance of the Contract not to be in the Contracting Entity's interest;
4. the procurement process is subject to an error that makes it impossible to enter into a valid Contract;
 5. the Contracting Entity may also invalidate the procurement process without stating the reason.

13. INFORMATION ON FORMALITIES TO BE COMPLETED AFTER THE AWARD OF CONTRACT

After the selection of the most favourable tender, the Contracting Entity shall agree the date and place of entering into the Contract with the Supplier. Individuals representing the Supplier for signing the Contract shall carry documents confirming their authority to sign the contract unless such authority follows from documents enclosed with the tender.

At Wrocław, 03rd of July 2018

APPROVED

**Chemistry Faculty Dean
Prof. Anna Trzeciak, dr hab.**

The following exhibits shall be integral parts of this Contract Notice:

- Exhibit 1: Tender form
 - Exhibit 2: Subject-matter of the Contract
 - Exhibit 3: Supplier Representation
 - Exhibit 4: Model Contract
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TENDER FORM

I. SUPPLIER PARTICULARS

1. Supplier name:

.....
.....

2. Supplier's registered address:

.....
.....

3. Correspondence address: (state only if other than the Supplier's registered address)

.....
.....

NIP (tax number): **TELEPHONE:**

E-MAIL: **FAX:**

REGON (tax number):

4. Contact person: Tel: E-mail:

II. SUBJECT-MATTER OF THE CONTRACT

The supply of a precision ferroelectric test system up to 10 kV.

I agree to supply the order as described in detail in Exhibit 2 to the Contract Notice at the following gross price including VAT at 23%:

PLN gross (inc. VAT)¹

in words: Polish zlotys

¹ The price can be in USA not including VAT, which we will pay in Poland

III. I agree to supply the order within 40 days after entering into the Contract.

IV. We declare that the warranty against defects in the equipment described in Exhibit 2 shall be at least 24 months.

V. We declare payment terms for the fulfilled supply as 21 days from the delivery of an invoice to the Contracting Entity.

VI. We declare that, if the Contract is awarded to us, we shall enter into it on the terms set out in the model contract attached as Exhibit 4 to the Contract Notice.

.....
(place, date)

.....
(stamp and signatures of individuals authorized to assume obligations)

Opis przedmiotu zamówienia

Exhibit 2

Specyfikacja przedmiotu zamówienia:

Przedmiotem zamówienia jest dostawa testera właściwości ferroelektrycznych umożliwiającego pomiary pętli histerezy ferroelektrycznej do napięcia 10 kV.

Specification of the subject of the order:

The supply of a precision ferroelectric test system up to 10 kV.

Urządzenie przeznaczone jest do pomiarów pętli histerezy ferroelektrycznej kryształów polarnych. Pomiary wykonywane będą w temperaturze pokojowej, z późniejszą możliwością rozbudowy do szerokiego zakresu temperatury. Urządzenie powinno dawać sygnał o zadanym kształcie o wartości do 500V, ze wzmacniaczem do 10 kV AC. Cały system zasilany z sieci elektrycznej 230 V. System i żaden z jego elementów nie wymagają podłączenia do wody.

The device is intended to measure the dielectric hysteresis loop of polar crystals. The measurements will be carried out at ambient temperature with a possibility to extend it to a wide temperature range. The equipment should have an internal waveform generator to 500 V, with an external HV amplifier to 10 kV. The whole system should work under 230 V electricity. The system and all its components do not require a water connection.

Wymagania/Requirements:

Lp.	PL	Eng.	Opis zaofertowanego urządzenia/podzespołu w odniesieniu do wymagań zamawiającego z podaniem typu i producenta urządzenia Description of the offered equipment with regards to the customer requirements with type and producer of the device
1	Wewnętrzny 16 bitowy generator arbitralny	16-bit Arbitrary Waveform Generator output	
	Amplituda napięcia wyjściowego, wewnętrznego generatora AC nie mniejsza niż 500V	Voltage Range (built-in drive voltage) at least 500V	
	Amplituda napięcia z wykorzystaniem zewnętrznego wzmacniacza nie mniejsza niż 10kV	Voltage Range (w/external amp) at least 10 kV	
	Rozdzielczość przetwarzania ADC min 18 bitów	Number of ADC Bits at least 18bit	
	Częstotliwość próbkowania min 2 MHz	single pass capture rate at least 2MHz	
	Częstotliwość generowanych przebiegów nie mniej niż: 250KHz przy 10V 50KHz przy 30V 50KHz przy 100V 50KHz przy 200V 2KHz przy 500V	Maximum Hysteresis Frequency at least: 250KHz at 10V 50KHz at 30V 50KHz at 100V 50KHz at 200V 2KHz at 500V	
	Minimalna częstotliwość generowanych przebiegów przynajmniej 0.03 Hz	Minimum Hysteresis Frequency 0.03 Hz	

Rozdzielczość mierzonego ładunku od 0.80fC do 5.26mC	Charge Resolution from 0.80fC to 5.26mC	
Szerokość impulsu od 0.5μs, do 1s	Pulse Width from 0.5μs, to 1s	
Szybkość narastania impulsu (5V) 400ns	Minimum Pulse Rise Time (5V) 400ns	
Szybkość narastania U_{wy} zewnętrznego wzmacniacza przynajmniej 30 V/μs	Slew Rate of external amp at least 30 V/μs	
Komplet kabli pomiarowych do systemu z opcją 10 kV	The cable kit for the 10kV set-up and the entire system.	
Zabezpieczenie przeciwporażeniowe i przeciwzwarceniowe układu wysokiego napięcia zapewniające ochronę personelu i układu pomiarowego	The internal protection against electric shock and short circuit for personnel and the equipment	
Wysokonapięciowa (do 10kV) głowica pomiarowa pracująca w temperaturze do 230°C	High Voltage Test Fixture HVTF 10kV to 230C	
Zasilanie 230VAC, 50Hz	Line supply: 230VAC, 50Hz	

Dodatkowe wymagania

Sprzęt musi zapewniać użytkownikowi wiele poziomów ochrony przed wysokimi napięciami podczas pomiarów.

Sprzęt musi zwierać prąd przepływający z próbki bezpośrednio do uziemienia, niemal natychmiast po wystąpieniu przebicia elektrycznego.

- Zapewnić całkowicie izolowaną ścieżkę dla wysokiego napięcia od wzmacniacza wysokiego napięcia do próbki i z powrotem

Chronić urządzenie, próbkę i wzmacniacz wysokiego napięcia (HVA) w przypadku zwarcia próbki.

- Automatycznie odłączać wzmacniacz wysokiego napięcia od próbki i zwierać próbkę między kolejnymi pomiarami.

- Wbudowany wyłącznik bezpieczeństwa, który zapobiega podłączeniu HVA do próbki, jeśli wyłącznik bezpieczeństwa nie jest włączony.

Oprogramowanie dostarczane z urządzeniem do pomiaru pętli histerezy dielektrycznej musi mieć następujące funkcje:

- musi zapewniać swobodę projektowania, przeprowadzania i przeglądu wszystkich procedur związanych z dowolnym pomiarem.

- użytkownik powinien mieć możliwość stworzenia własnych procedur testowych w dowolnym formacie bez potrzeby niestandardowego wsparcia programistycznego

- musi pozwalać użytkownikowi na tworzenie i uruchamianie własnych procedur trwających nawet kilka dni.

- musi zestawiać i wykreślać wykresy na podstawie tych samych danych, tworząc je w tym samym czasie, w którym są mierzone.

- Całą historię próbki można zapisać w bazie danych, aby umożliwić jej analizowanie w dowolnym momencie w przyszłości.

- musi posiadać edytor, który pozwoli programować wiele zadań i tworzenie bibliotek procedur pomiarowych.

Additional requirements

The equipment must

- divert the current surge from a sample breakdown directly to earth ground almost instantly after the breakdown occurs.
- Provide a completely insulated high voltage pathway from the high voltage amplifier to the sample and back
- Protect the tester, the sample and the high voltage amplifier (HVA) in case of a sample short.
- Disconnect the high voltage amplifier from the sample and shorts the sample between tests.
- Have built-in safety interconnect that prevents connection of the HVA to the sample if the safety switch is not closed.

Software provided with the system has to have the following features:

- must provide freedom to design, conduct and review all procedures associated with any material experiment.
- the user should have a possibility to create his own test procedures in any format without the need of custom software programming support
- must allow the user to create and run custom automated programs even over several days.
- must collate and plot a variety of plots from the same data, creating them at the same time they are measured.
- The entire history of the sample must be saved in a database allowing that sample to be studied at any time in the future.
- must have an editor to arrange multiple tasks together from a library into a test definition.

.....
(place, date)

.....
(stamp and signatures of individuals
authorized to assume obligations)

SUPPLIER REPRESENTATION

Acting on behalf of:

.....
.....

(full name and address of the Supplier)

and being duly authorized to represent the Supplier in the procurement process for:

The supply of a precision ferroelectric test system up to 10 kV

I represent that

I am not in arrears with the payment of taxes, fees, or social or health insurance contributions.

.....
(place, date)

.....
*(stamp and signatures of individuals
authorized to assume obligations)*

Procurement Process No.

Model Contract
CONTRACT No. WCH.2410....2018.HS
for supplies

The supply of a precision ferroelectric test system up to 10 kV

made on

by and between:

University of Wrocław, Faculty of Chemistry, pl. Uniwersytecki 1, Wrocław , Poland
NIP (tax number): 896-000-54-08, represented by:

.....
hereinafter called the 'Contracting Entity',

and the

the business undertaking:
registered under No. in
having its registered office at:
NIP (tax number):
represented by:

.....
hereinafter called the 'Supplier'.

§1

This Contract shall not be subject to the Public Procurement Act of 29 January 2004 (*Dziennik Ustaw* 2015, Item 2164, as amended) pursuant to Article 4d.1(1). This Contract has been awarded under the contract notice process pursuant to the Research Financing Act of 30 April 2010 (*Dziennik Ustaw* 2010, No. 96, Item 615, as amended).

§2

1. The subject matter of this Contract is the supply, assembly, mounting, and commissioning of (*laboratory equipment procurement process Ref. No.*) and the provision of training for the Faculty of Chemistry staff in operating the equipment. The technical specification of the equipment is set out in an appendix constituting an integral part of this Contract.
2. The Supplier warrants that the equipment to be supplied under this Contract is free of physical or legal defects and not subject to any third-party rights.
3. The Supplier represents that the equipment ordered contains materials that meet all the relevant European Union safety regulations (CE certification).

§3

1. The Parties agree that the contractual remuneration due for the delivery of the subject matter of this Contract as described in §2 above shall be as follows:

Price ex. VAT:

VAT at 23%:

Price inc. VAT: (in words)

2. The price of the equipment shall include all expenses related to the performance of this Contract, including the costs of delivery, insurance, carrying the equipment to the location of installation, mounting, commissioning, and operation training for the staff of the Faculty of
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Chemistry. The equipment shall be complete, including all components, parts, and materials needed for its commissioning.

3. A change of the VAT rate during the performance of this Contract shall result in a change of the remuneration including VAT specified in §3.1 above without the need to amend this Contract.

4. The amount excluding VAT specified in Paragraph 1 above shall remain unchanged.

5. The Contracting Entity shall not make any advance payments.

§4

1. The Supplier shall:

- a) arrange insurance for, deliver, and carry the equipment to a place on the Faculty of Chemistry premises at ul. Joliot-Curie 14, Wrocław, Poland, designated by the Contracting Entity for the installation;
- b) assemble, mount, and commission the equipment on the Contracting Entity's Faculty of Chemistry premises at ul. Joliot-Curie 14, Wrocław, Poland, and train the Faculty of Chemistry staff to operate the equipment;
- c) have the equipment packed as required to prevent its damage or deterioration of its quality during transport to the place of delivery.

2. This Contract shall be deemed signed on the date of receipt by the Supplier of a copy of this Contract signed by the Contracting Entity.

3. The deadline for the delivery, installation, and commissioning of the equipment is agreed to be no later than days after this Contract is signed, i.e. after

4. The handover of the equipment shall be preceded by a technical test conducted by representatives of the Supplier and the Contracting Entity. The test shall be carried out on the Contracting Entity's premises at ul. Joliot-Curie 14, Wrocław, Poland.

§5

1. The equipment shall be delivered following a notification given at least 24 hours in advance. The acceptance of the delivery shall be attended by the authorized parties and confirmed by an acceptance certificate.

2. The acceptance certificate shall specify:

- . the date of the technical acceptance;
- . the brand of the equipment;
- . the serial number of the equipment;
- . staff training details;
- . any defects and terms of their repair;
- . other details.

In the event of refusal to accept the delivery of the subject matter of this Contract, in particular because of defects therein, no acceptance certificate shall be issued, but the Contracting Entity shall issue the Supplier with a signed statement detailing its objections. Acceptance of the delivery of the subject matter of this Contract in accordance with the provisions of this Contract shall not release the Supplier from its liability under the statutory or contractual warranty of quality.

3. Together with the equipment the Supplier shall deliver:

- the operating manual for the subject-matter of this Contract in Polish or English;
- documents defining the rules for service provision during the warranty period (warranty certificate or another, equivalent document with information on the warranty granted).

4. The handover date shall be the date on which the equipment to be delivered is handed over, installed, and commissioned by the Supplier.

§6

The Supplier provides a warranty of the highest quality of the equipment to be delivered under this Contract, in accordance with the technical specifications. The Supplier's liability under the quality warranty shall cover both defects inherent in the equipment at the moment of its acceptance by the Contracting Entity and any other physical defects resulting from

causes for which the Supplier is liable, provided such defects become apparent within the term of the warranty.

§7

1. The Supplier gives the Contracting Entity a warranty against defects in the subject-matter of this Contract for a term of months. The warranty shall cover the replacement of all non-expendable parts, labour, and travel of maintenance staff. The term of the warranty shall run from the day immediately following the date of acceptance of the subject matter of this Contract.
2. Response to a report of a defect (a maintenance staff technician reporting at the end user's location and undertaking to immediately remove the failure) shall take place within no longer than 48 hours after the report of the defect.
3. A warranty repair shall be performed within 14 days of the day on which the relevant defect is reported (by fax or e-mail). In the event of a defect requiring that a faulty component be sent back to the manufacturer, a warranty repair shall be made within no longer than 30 days.
4. If for technical reasons a warranty repair cannot be made on the Contracting Entity's premises, the Supplier shall at its own cost collect the equipment and return it to the Contracting Entity's premises after the repair has been made.
5. The warranty term shall be extended by the period taken to repair the equipment.
6. Replacement of the equipment with new equipment may be requested if there have been two repairs of the same component under the warranty.
7. Should the Supplier fail to replace or repair the equipment within 30 days after being requested to replace the equipment or to repair a defect therein, the Contracting Entity may repair the defect at the Supplier's cost and risk, retaining the other rights under this Contract.
8. The warranty rights shall be forfeited if the equipment is operated incorrectly or repaired by an unauthorized party.
9. The Supplier declares that spare parts for the procured equipment shall be available for a period of ten years from the date of supply.
10. Warranty services shall be provided free of charge by:

§8

1. The Contracting Entity shall pay the Supplier in consideration of the subject matter of this Contract, as described in §2 above, a gross amount of, by bank transfer to the Supplier's bank account designated on the invoice issued after this Contract is fulfilled, within 21 days after the receipt of the invoice.
2. The invoice shall be issued by the Supplier on the basis of the acceptance certificate signed by the Parties and approved by an authorized representative of the Contracting Entity.
3. The Supplier may not assign its receivables hereunder to any third party without the Contracting Entity's written consent.
4. The Supplier may not delegate rights or duties hereunder to any third party without the Contracting Entity's written consent.

§9

1. Should the Supplier fail to meet the deadline for the performance of this Contract, the Contracting Entity shall be entitled to liquidated damages amounting to 0.1% of the total gross value of this Contract for each day of delay and, if the delay exceeds 14 days, to 0.4% for each day of delay. If the delay lasts over 30 days, the Contracting Entity may terminate this Contract with immediate effect or withdraw therefrom for reasons attributable to the Supplier. The total amount of liquidated damages shall not exceed 10% of the total gross value of this Contract.
 2. For any delay in repairing a defect found during the acceptance procedure or during the term of the statutory and contractual warranty against defects, the Supplier shall pay the Contracting Entity 0.1% of the total gross value of this Contract for each day of delay from
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the day of expiry of the time limit for repairing the defect. If the delay lasts over 30 days, the Contracting Entity may withdraw from this Contract or terminate it with immediate effect for reasons attributable to the Supplier. The total amount of liquidated damages shall not exceed 10% of the total gross value of this Contract.

3. If the Procuring Party terminates this Contract or withdraws therefrom for reasons for which the Supplier is responsible or if the Supplier terminates this Contract or withdraws therefrom for reasons beyond the Procuring Party's control, the Supplier shall pay the Procuring Party liquidated damages amounting to 10% of the total gross value of this Contract.

4. The Contracting Entity may seek compensation in excess of the agreed liquidated damages.

5. The Contracting Entity reserves the right to set off any liquidated damages due to it against its liabilities to the Supplier for the performance of this Contract.

§10

1. The Parties shall not be liable for the non-performance or inadequate performance of this Contract if such failure results from a *force majeure* event.

2. The running of the time limit for the performance of this Contract shall be suspended for the duration of the *force majeure* event, and the time limit shall resume running after its termination.

3. *Force majeure* shall be interpreted by the Parties as external circumstances which, despite the exercise of due care and the taking of all reasonable measures, cannot be foreseen, prevented, or effectively overcome by the Parties.

§11

The Supplier shall inform the Contracting Entity about any change to the legal form of its business, the institution of bankruptcy or composition proceedings or any change to the address of its registered office or the home addresses of the business owners during the term of this Contract or the term of the statutory or contractual warranty and as long as any settlements related to this Contract remain outstanding, failing which any correspondence sent to the last address given by the Supplier shall be deemed delivered.

§12

All matters not regulated in this Contract shall be governed by the Civil Code.

§13

All disputes arising from or in connection with this Contract which cannot be resolved amicably shall be settled by courts of law having territorial jurisdiction over the Contracting Entity's seat.

§14

1. This Contract shall be binding on both Parties.

2. No changes to this Contract shall be valid unless executed in the form of a written amendment hereto.

3. The termination of or withdrawal from this Contract shall not be valid unless made in written form.

4. This Contract shall be governed by the laws of the Republic of Poland.

5. This Contract has been made in three copies:

one copy for the Supplier,

two copies for the Procuring Party.

This Contract was drawn up by Hanna Skornowicz.

CONTRACTING ENTITY

SUPPLIER
