

Project "Development of a wireless communication system in underground excavations, with particular emphasis on communication and data transmission in the area of exploitation in a pillar-chamber system"

**AGREEMENT no.
CuBR/III/5/NCBR/2017**



Projekt współfinansowany przez Narodowe Centrum Badań i Rozwoju w ramach programu CuBR

SALES AGREEMENT no 01/2019/CuBR

concluded in Wrocław dated

as a result of the tender procedure in the mode of inquiry for the delivery of wireless devices with the software

between:

.....
with headquarters in,
registered
in
..... under
KRS number, VAT ID, REGON number
.....

Represented by:

- 1)
- 2)

hereinafter referred to as the "Supplier", and

PRODUS S.A. with headquarters in Wrocław, ul. Bystrzycka 69c, 54-215 Wrocław, entered into the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number 0000011712, NIP 8990009351, REGON 930002973,

Represented by:

- 1) Chairman of the Board - Zdzisław Jósół

hereinafter referred to as "Purchaser"

hereinafter jointly referred to as the "Parties".

§1 Subject of the contract

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Narodowe Centrum
Badań i Rozwoju

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1. The subject of this Agreement is the delivery of devices indicated in the table below to the headquarters of the Ordering Party.

LP	DESCRIPTION	NET PRICE	QUANTITY	NET VALUE	
1					
2					
3					
4					
5					
NET SUM:					

2. The Supplier declares that the delivered devices will be brand new, technically functional and free from defects.
3. The devices indicated in paragraph 1 above, the Supplier undertakes to deliver to the Purchaser till

§2 Agreements of the Parties

1. Under this agreement, the Supplier undertakes to:
 - a) Maintain business terms, including prices, delivery dates and guarantees according to the offer dated

§4 Payment

1. For the subject of this contract, the Parties set a net remuneration (excluding VAT) of PLN
(in words:PLN),
agreed on the basis of the placed offer.
The VAT will be added to the above amount in accordance with the applicable provisions - the VAT Act. Tax on Goods and Services.
2. The remuneration shall be paid within 30 days from the date of delivery of the correctly issued VAT invoice by the Supplier to the address of the Ordering Party, by transfer to the Supplier's bank account indicated on the invoice.

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3. Until full payment, the goods specified in the table in §1 are the property of the Supplier and he has the right to collect the goods being the subject of this Agreement and charge the Supplier with all costs related.

§5 Warranty

1. The Supplier declares to give years warranty for the devices of this Agreement.

2. §6 Contractual penalties

The Parties agree on contractual penalties as follow:

1. The supplier will pay contractual penalty:

- a) for untimely performance of the subject of the contract, a one-time penalty in the amount of 10% of the net contractual remuneration and additionally in the amount of 1% of the net contractual remuneration for each day of delay;
- b) for untimely removal of defects found on delivery or disclosed during warranty and guarantee in the amount of 0.2% of net contractual remuneration for each day of delay calculated from the expiry of the deadline set for removal of those defects;
- c) for the termination of the contract by the Purchaser, for reasons attributable to the Supplier in the amount of 10% of the net contractual remuneration, for the part of the delivery from which it was waived;
- d) for the termination of the contract by the Supplier for reasons attributable to the Supplier 10% of the net contractual remuneration.

2. The Purchaser will pay contractual penalty::

- a) for the termination of the contract by the Purchaser, for reasons beyond the Supplier's control in the amount of 10% of the net contractual remuneration;
- b) with the non-payment by the date specified in §4 par. 2 above, the Supplier is entitled to charge interest in the amount of 0.1% of the outstanding amount for each day of payment delay. The maximum value of the party's interest is set at 20% of the outstanding amount.

3. The Ordering Party has the right to deduct the contractual penalties from the invoiced receivables due to the Supplier.

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The Final Provisions

1. In matters not covered by this Agreement, the relevant provisions of Polish law shall apply, in particular the Civil Code.
2. Any changes to the provisions of this Agreement require a written annex under the pain of nullity.
3. The contract was drawn up in two identical copies, one for each of the Parties.

PURCHASER

SUPPLIER