



## Środowiskowe Laboratorium Ciężkich Jonów (Heavy Ion Laboratory)

Uniwersytet Warszawski/University of Warsaw

ul. Pasteura 5A, 02-093 Warszawa

Tel. No.: +(48 22) 8222123, Fax No.: +(48 22) 6592714

E-mail: slcj@slcj.uw.edu.pl

www: <http://www.slcj.uw.edu.pl>



### TEMPLATE AGREEMENT

#### SALE AND PURCHASE AGREEMENT NO. 003/2015/IM

On.....in Warsaw between the **University of Warsaw**, ul. Krakowskie Przedmieście 26/28, 00-927 Warszawa, represented by:

.....

hereinafter referred to as “**Buyer**”,

and

.....

hereinafter referred to as “**Seller**”

as a result of awarding a public contract pursuant to Article(8a) of the Public Procurement Law Act, the Parties shall execute an agreement, which reads as follows:.

#### Clause 1. Subject-matter and delivery

1. The subject-matter hereof shall be the sale and delivery of two 4kW preamplifiers for the Warsaw Cyclotron, hereinafter referred to as “equipment”.
2. A detailed description of the subject-matter hereof shall be provided in *Appendix No. 1* hereto, prepared on the basis of the bid submitted by the Seller.
3. The Seller shall undertake to sell and deliver equipment as well as carry out equipment acceptance tests by 8 January 2016.
4. The Seller shall deliver equipment to the premises of the Buyer no later than by **10 December 2015**, and an acceptance certificate shall be prepared by 8 January 2016.
5. The Seller with participation of the Buyer shall carry out equipment acceptance tests on the date agreed by the Parties hereto.
6. The completion of the performance of the subject-matter of the contract shall be the date of signing by the Buyer of the unqualified acceptance certificate, after obtaining positive results of the acceptance tests described in the subject-matter of the contract.
7. Equipment shall be delivered and installed in Środowiskowe Laboratorium Ciężkich Jonów (Heavy Ion Laboratory), ul. Pasteura 5A, 02-093 Warszawa.
8. Delivery of equipment shall be confirmed by signing by both the Seller and the Buyer of a delivery certificate, constituting *Appendix No. 2 A* hereto. Acceptance of equipment shall be confirmed by signing by both the Seller and the Buyer of an acceptance certificate, constituting *Appendix No. 2 B* hereto.



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9. The representative of the Seller responsible for the acceptance of equipment and contacts with the representative of the Buyer and the person responsible for the proper performance of the agreement on the part of the Seller shall be: .....
10. The representative of the Buyer responsible for the acceptance of equipment and contacts with the representative of the Seller and the person responsible for the proper performance of the agreement on the part of the Buyer shall be: Andrzej Bednarek, MSc, Eng.
11. The term "working days" used herein shall be understood as days from Monday to Friday, excluding public holidays.

## Clause 2. Price and method of payment

1. The Parties hereto shall determine the price for the subject-matter hereof to be

**GROSS PRICE** .....

in words:.....

of which:

net price of PLN.....

the VAT due (in accordance with the applicable regulations) of: .....%,

i.e., .....

2. The price shall be the total consideration including all of its components and additional payments, which shall remain unchanged until the subject-matter hereof has been completed, and also shall include the costs and fees associated with the delivery of the subject-matter hereof, transport, installation and commissioning thereof, as well as the documentation necessary for its normal use.
3. The basis for financial settlements between the Seller and the Buyer shall be invoice.
4. The Buyer shall undertake to pay the Seller the amounts due for the subject-matter hereof within a period of **30 days** of the date of receipt of the properly completed invoice issued based on the unqualified acceptance certificate signed by the Buyer.
5. The date of payment shall be deemed to be the date of acceptance by the Buyer's bank of the bank transfer request.
6. The payment shall be made to the following bank account of the Seller:  
.....
7. In the event of default in payment the Seller shall have the right to charge interest at the statutory amount.
8. The Seller may not assign any receivable hereunder to any third party and effect any set-off thereof without the consent of the Buyer.



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### Clause 3. Guarantee and warranty terms and conditions

1. The Seller shall give a .....-**month guarantee** for the purchased equipment that will commence from the date of signing the unqualified acceptance certificate of the subject-matter hereof by both Parties.
2. The Buyer shall send any claim under the guarantee to the registered office of the Seller by fax to the following number: .....**and/or by electronic means to the following E-mail address:** .....
3. In case of change of its telephone number, E-mail address or registered office, the Seller shall be required to notify the Buyer to that effect seven days in advance.
4. The Seller shall give a .....-**month warranty** for the purchased equipment that will commence from the date of signing the unqualified acceptance certificate of the subject-matter hereof by both Parties.
5. The specific terms and conditions of the guarantee and warranty shall be set out in *Appendix No. 3* hereto.

### Clause 4. Liquidated damages

1. In case of delay in the performance of the contract within the determined deadline the Seller shall pay to the Buyer liquidated damages of **0.2%** of the price for each day of delay, however, no more than **10%** of the price hereunder.
2. In case of delay in the delivery of equipment in excess of 10 days the Buyer may withdraw herefrom.
3. The Buyer shall reserve the right to seek additional compensation to the amount of the damage actually suffered.
4. The Buyer shall pay to the Seller liquidated damages for delay in the acceptance of the subject-matter hereof of **0.2%** of the price for each day of delay from the deadline for the acceptance of equipment determined by the Seller, however, no more than **10%** of the price therefor.
5. Liquidated damages for delay in rectifying equipment defects and failures in the proper operation of equipment reported by the Buyer within the guarantee period shall be **0.2%** of the price for each working day of delay. The total amount of liquidated damages imposed by the Buyer may not exceed **10%** of the price.

### Clause 5. Amendments to the Agreement

1. The Buyer shall allow for the possibility of making amendments hereto, which could be made due to circumstances that could not have been foreseen at the time of



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execution hereof, or in the event of any of the following situations resulting in the need to make such amendments:

- 1) change of the Seller's identification details (its registered office address, business registration number (Regon), NIP (TIN), bank account), in accordance with the changes registered in the National Court Register (KRS) or other register appropriate for the Seller,
  - 2) Amendments to the provisions of law affecting the conditions for performance hereof,
  - 3) change of the parameters of the subject-matter of the contract proposed in the bid with equivalent or better ones. The proposed parameters shall need to be agreed with the Buyer.
2. Any amendment hereto shall require the form of a written addendum hereto on pain of its being declared null and void.

### Clause 6. Other provisions

1. The Seller shall be fully held liable for infringing upon copyrights, patent rights, trademarks, etc., relating to the adopted solutions, the subject-matter of the contract, technologies and materials required for the performance of the subject matter hereof.
2. The Seller or its legal successor shall ensure availability of spare parts for a period of three years from the date of signature of the acceptance certificate.
3. Any amendment hereto shall require to be made in writing in the form of an annex hereto on pain of its being declared null and void.
4. To all matters not provided for herein provisions of the Civil Code shall apply.
5. Any dispute arising in connection with and as a result of the performance hereof shall be resolved by a court having jurisdiction over the registered office of the Buyer. Documents in the proceeding shall only be Polish language versions of the tender documents.
6. This Agreement shall be made and executed in duplicate, one for each Party hereto.

Seller

Buyer