Attachment No. 2 to the Inquiry

CONTRACT No. IBD/D/……… /2019

Concluded on ………………………………………………………………2019 in Warsaw between:

**Nencki Institute of Experimental Biology of the Polish Academy of Sciences**, acting on the basis of an entry in the Register of Scientific Institutes, Register No: RIN-II-21/98 at the following address: 3 Pasteur Street, 02-093 Warsaw, NIP: 5250009269, REGON: 000325825

Represented by:

- ………………………………………………………… .

- ………………………………………………………… ..

Hereinafter referred to as the **Buyer**

A

**……………………………………………………………… ..** Established in: …………………………………………. entered in the Central Register of Business Activity and Information, NIP: ………………………………. REGON: ..………………………………………….

Represented by:

…………………………………………………………

Hereinafter referred to as the **Seller**

The Agreement was concluded in accordance with the provisions of the Act of 29 January 2004 - Art.…… Public Procurement Law, financing: ……………………….

§ 1

1. The subject of the contracts the sale and delivery of: equipment to remote stimulation NeuroLux Optogenetics Starter in accordance with the offer of the Seller to the inquiry No. …/2019 of ..………………. (ConstitutingAnnex1 to the Agreement), hereinafter referred to as the Goods or the subject of the Agreement.
2. The Seller declares that the goods referred to in paragraph 1 are new and comply with the quality conditions in accordance with the applicable regulations and standards.
3. The goods being the subject of the contract shall be property packed for the type of goods delivered and the means of transport and marked as follows: IBD/D/…………… ... /2019.

§ 2

1. The Seller shall deliver the ordered goods to the Buyer's place of destination at the Buyer's registered office at 3 Pasteura Street, 02-093 Warsaw, the delivery shall be reported to the Supply Department at Room 37.
2. Seller reserves the right to choose its preferred carrier to deliver goods internationally (typically ….). Seller will rely on the tracking number provided by the carrier to see the status of the shipment. Seller’s support team will share the tracking number as soon as the package is out the door.
3. The Seller shall cover the costs related to the delivery of goods to the Buyer's registered office.
4. Delivery of the goods shall be completed by..………. …….
5. Given the applicable accounting rules for the grant from which this contract is financed, the payment must be made in 2019. In case of failure to deliver the complete goods together with the invoice by 18 Dec 2019. payment will be made only for the items obtained by this time, by the Buyer.

§ 3

1. The parties shall determine the purchase price at ………………………………. **PLN/USD net** +…… ... % VAT i.e. **USD/euro gross** (in words: ..…………………………………………….).

2. The above price includes all costs incurred by the Buyer, excluding customs duties.

3. Payment shall be made within 14 days from the date of invoice issuance, by bank transfer on the basis of an invoice marked with the contract number, issued on the basis of a receipt protocol signed without reservations by the parties, to the Seller's bank account indicated on the invoice. The invoice must be issued and delivered to the buyer no later than 18 Dec 2019.

The parties accept as the date of payment the date of issuing the instruction to make the transfer to the bank maintaining the account of the Buyer.

1. The Buyer declares that he is entitled to receive VAT invoices and has VAT NIP 525 000 92 69.

§ 4

1. The Buyer reserves the right to claim contractual penalties for non-performance or improper performance of the subject of the agreement:

a) in case of delay in delivery of the subject of the contract, excluding cases caused by force majeure, the Buyer shall be entitled to charge contractual penalties amounting to 0.1% of the net price specified in § 3 item 1 for each day of delay, however not more than 10% of the net value of the order,

b) for withdrawal from the Agreement for reasons for which the Seller is responsible in the amount of 10% of the net value of the order,

(c) for a delay in rectifying defects in goods discovered at the time of delivery, the guarantee period   
in the amount of 0.1% of the net price specified in § 3 section 1, for each day of delay counted from the date set for their removal.

2. The Buyer reserves the right to claim damages for damages exceeding the amount of contractual penalties on general terms.

3. In the event of delay in payment of the invoice, the Buyer shall pay the Seller statutory interest.

§ 5

1. The warranty period for the goods is: ……………… . and shall be counted from the date of signing the protocol of receipt of goods without reservations.

2. The Parties agree on the following terms of warranty:

- warranty repairwithin14workingdays from the date of notification of the defect. If there is a risk of prolongation of the agreed repair period, the Seller shall provide the Buyer with a replacement device,

- reaction of the service within 48 hours (working days) from the moment of reporting the fault,

- Replacement of defective goods with defect-free goods after three ineffective warranty repairs.

3. Seller reserves the right to determine whether or not a technology is defective. Immediately after noticing some operational error, the user is obliged to schedule a Skype call with Seller’s support team (…mail…) to conduct remote troubleshooting within 48 hours. If:

1. The troubleshooting is successful within a Skype call, then it is determined that no item is defective;
2. The troubleshooting is unsuccessful within one video call, the support team has three to five business days to continue troubleshooting with the assistance of the on-site user via video calls, emails, and/or phone calls;
3. After all troubleshooting methods are exercised (or five business days since the first Skype call, whichever comes sooner), the Seller’s support team will determine the status of the item (defective/non-defective). Any decision needs the user’s approval to resume to the next steps.

4. defects shall be reported by the Buyer via telephone, electronic mail (e-mail) to the addresses and telephone numbers indicated by the Seller…………………………………………………………………….

§ 6

1. The Seller shall notify the Buyer of the readiness of the goods for acceptance.
2. After the delivery of the goods, an acceptance protocol is signed to confirm the completeness of the delivery. The Buyer may, within 7 days, notify the Seller in writing of any deficiencies or faults which could not be ascertained at the time of signing the acceptance protocol.
3. The date of sale and delivery shall be the date of signing the acceptance protocol.
4. In the event of any shortages or defects in the delivered goods, the Seller shall take immediate action at its expense to eliminate such shortages or defects by delivering the missing goods or by partial or total replacement. Delivery of missing goods or replacement should be made within no more than 21 days from the date of receipt of the notification. about detecting the lack of goods or its defect by the Buyer.

§ 7

Responsible for the implementation of this Agreement and in particular for signing the acceptance protocol with out reservations and for contacts between the Parties on an ongoing basis:

- on the part of the Buyer: …………………………………………………………….……. ...tel..……………….………….………… e-mail: ……………………………………

- on the part of the Seller: ..……………………………………………….……………………. phone………………………………  
 e-mail: …………………………………… ...

§ 8

1. Without a written consent of the Buyer, the Seller may not assign any receivables resulting from   
   from this Agreement to a third party.
2. Any amendments or supplements to this Agreement must be made in writing in order to be valid.
3. In matters not regulated by this Agreement, the provisions of the Polish Law shall apply,   
   in particular the Act – Civil Code.
4. The Parties shall submit any disputes that may arise during the performance of this Agreement to the court having jurisdiction over the Buyer's registered office.
5. This Agreement has been drawn up in two identical copies, one for each of the parties.

**BUYER SELLER**