

- DRAFT -

AGREEMENT NO.

concluded on2009 in Warsaw between:

Industrial Research Institute for Automation and Measurements, seated in Warsaw, Al. Jerozolimskie 202, registered in the District Court for the Capital City of Warsaw in Warsaw – XIII Commercial Division of the National Court Register under KRS No. 0000024396, called hereinafter the "**Buyer**", represented by:

1. Director – Jan Jabłkowski,
2. Accounting Officer – Andrzej Więch

and

..... company

seated in.....,

operating pursuant to..... no.

represented by:

1.

2.

called hereinafter the "**Seller**"

as a result of an open tender procedure, held pursuant to Art. 39 - 46 of the Public Procurement Act (Dz.U. 19 z 2004 r. poz. 177,), an agreement has been concluded with the following content:

The Recipient of the subject of the Procurement is:

.....,

called hereinafter the "**Recipient**"

§1

SUBJECT OF THE AGREEMENT

1. The subject matter of the agreement is the sale and delivery of:

2 sets of navigation systems for the UGV Unmanned Platform for the TALOS System

called hereinafter the "subject matter of the agreement" or the "subsystem".

2. The **Seller** declares that the equipment, which is the subject matter of the agreement, is manufactured by:

.....

and the **Buyer** understands and accepts that.

5. The **Seller** declares, that the subject of the agreement delivered to the **Recipient** shall have all the technical and operational parameters listed in the procurement Tender no. PIAP/KZP/.../09, that took place on 2009.

6. The **Seller** declares, that the information given to the **Recipient** at his request, allowing to classify the items according to the Ordinance of the Council (WE) No. 1183/2007 changing and updating the Ordinance No. 1334/2000 establishing a common product and dual-purpose technology export system together with the Ordinance of the Minister of Economy from 29.10.2007 regarding a list of weapons (Dz.U. nr 208 poz. 1505) – if required as a result of conducting the above-mentioned classification - the Contractor shall submit proper licenses and permits to handle dual-purpose goods or weapons together with a contractor's statement of not being blacklisted from exporting products and dual-purpose technologies (regarding Internal Control System) published by the Ministry of Economy Export Control Department.

7. The Contractor's Tender together with Appendices, Terms of Reference, all Appendices to this agreement and documents mentioned herein and not referred to as Appendices are an integral part of the agreement.

§ 2

AGREEMENT PRICE

1. Parties agree on the following price for the 2 sets of systems:USD (EURO) (say:).

2. The price, mentioned in Sec.1 is understood as DDP (according to INCOTERMS'2000) and includes:

- price of the 2 sets of systems,
- international and local transport costs,
- loading and unloading costs,
- insuring the subject of the agreement in Poland and abroad, until it is handed to the Recipient,
- general inspection costs, and as far as air (sea) transport is concerned – airport (dock) fees
- duty and VAT
- initial briefing and training

§ 3

PAYMENT CONDITIONS

1. Contract price payment specified in § 2 shall be made in.....(PLN/ USD/EURO), after the delivery of the subject of the procurement by the **Seller** to the **Recipient's** office, confirmed via a Receipt Protocol (the Receipt Protocol draft is in Appendix 1 to the Agreement) and an invoice, delivered within 30 days, to the **Seller's** account:

Bank:.....

Account No.:.....

2. The contractor must not transfer the financial responsibilities of the Procurer onto third parties without prior written consent.
3. Bank costs arising in the Procurer's bank will be covered by the Procurer; bank costs arising outside the Procurer's bank will be covered by the contractor.
4. The payment date of an invoice will be considered the date of the contractor's submission to the bank of the "remittance order".

§ 4

DELIVERY

1. The **Seller** is obliged to deliver the subject of the agreement to the **Recipient's** headquarters, i.e. within from the date of signing of this agreement.
2. The **Seller** is obliged to conduct training in the area of system operation.
3. The subject matter of the agreement delivery deadline is the date of signing of the Receipt Protocol by the **Recipient**.
4. The **Seller** shall include the following with the delivery:
 - Instruction Manual in Polish
 - exhaustible materials list required for correct operations with names of suppliers and terms of delivery
 - authorized service centers list,
 - warranty card,
 - document specifying the service terms & conditions by the authorized service center during and after the warranty period
5. The **Seller** should discuss the subject of the agreement delivery deadline with the **Recipient**.
6. The **Seller** declares, that the information given to the **Recipient** at his request, allowing to classify the items according to the Ordinance of the Council (WE) No. 1183/2007 changing and updating

the Ordinance No. 1334/2000 establishing a common product and dual-purpose technology export system together with the Ordinance of the Minister of Economy from 29.10.2007 regarding a list of weapons (Dz.U. nr 208 poz. 1505).

7. **The Contractor's Tender together with Appendices, Terms of Reference, all Appendices to this agreement and documents mentioned herein and not referred to as Appendices are an integral part of the agreement.**

§ 5

WARRANTY

1. The **Seller** guarantees, that the delivered subject of the agreement is new and complete.
 - 1.1 The **Seller** declares, that he is authorized by the manufacturer to perform service activities in the subject of the agreement.
2. The **Seller** will give a **month** guarantee on all elements and components of the navigation system, counting from the date of signing the receipt protocol.
 - 2.1 During the warranty period, the **Seller** obliges to take care of any formalities regarding duty, delivery, exchange, sending and receiving after service or the import of spare parts without **Buyer's** participation.
3. The **Seller** is not liable for any damages occurring during operations, if they are pursuant to not following the enclosed Instruction Manual.
4. The **Seller** is responsible for quantitative and qualitative lacks noticed directly after unpacking the subject of the agreement at the **Seller's**.
5. Guaranteed repair time is max days.
6. Any extension of the warranty repair period Beyond days, regardless of the cause, results in the extension of the guarantee period for the entire time of the delivered appliance's malfunction.
7. In case of a fifth warranty repair, the **Seller** is obliged to exchange the element for a new one.
8. The **Seller** ensures the availability of spare parts and after-guarantee service during 10 years after the purchase.

§6

FINAL PROVISIONS

1. In case the **Seller** is late in regards to the deadline specified in §4 Sec.1, the **Buyer** is entitled to a liquidated damages in the amount of 0.2% of the undelivered part for every day of delay.

2. If the damage was caused by circumstances specified in Sec.1 and exceeds the agreed liquidated damages, the **Buyer** is entitled to supplementary damages in line with general principles.
3. The **Buyer** is entitled to damages from the **Seller** in line with general principles if the **Seller** is not performing or performs his contractual obligations unsuitably.
4. If the **Seller** retracts from the agreement without the **Buyer's** consent, or the **Buyer** is forced to retract from the agreement for reasons involving the **Seller**, the **Seller** shall pay the **Buyer** liquidated damages in the amount of 10% of the agreement price.
5. If the **Buyer** does not make mandatory payments within deadlines specified in §3, the **Seller** is entitled to interest at statutory level of the unpaid invoice.
6. If performance of any of the contractual obligations by either party is hindered by "force majeure" circumstances, the specified contractual obligations term shall be delayed by the "force majeure" and its results period.
7. Force majeure is understood as extraordinary, unforeseeable, independent from good will and intentions of either party events and circumstances such as: war, riots or revolution, earthquakes, fires or other natural disasters.
8. In case either of the parties is unable to perform its contractual obligations as a result of "force majeure" circumstances", it has to inform the other party in writing within 14 days from the time of occurrence of such circumstance(s).
9. In case one of the parties is unable to perform its contractual obligations as a result of "force majeure" circumstances" for more than 2 months, the parties may terminate the agreement in full or in part without damages.
If an agreement is terminated this way, its performance and final settlement of accounts needs to be discussed and accepted by both parties.
10. For matters not regulated by this agreement, Civil Code regulations apply.
11. In case third parties come out against the **Buyer** with patent or copyright law claims, the party liable is the **Seller**.
12. Any disputes between parties, that cannot be settled by arbitration, resulting from or pursuant to this agreement, will be settled by the Common Court for the **Buyer's** headquarters.
13. Any changes or amendments to the agreement shall be made in a written form under pain of nullity.
14. The agreement has been prepared in 3 identical copies: 1 for the **Buyer**, 1 for the **Seller**, 1 for the **Recipient**.

SELLER

BUYER

Appendix 1 to the Agreement No.

.....
city

.....
date

RECEIPT PROTOCOL

Buyer:

**INDUSTRIAL RESEARCH INSTITUTE FOR AUTOMATION
AND MEASUREMENTS**

02-486 Warszawa, Al. Jerozolimskie 202

in the name of which the receipt is handled by the Contractor:

.....
hereby confirms the delivery from the Seller:

.....

Pos.	Name	Type	Factory No.	Pcs.

1. The Recipient confirms, that together with the delivered navigation system, he received:
 - Instruction Manual in Polish
 - exhaustible materials list required for correct operations with names of suppliers and terms of delivery
 - authorized service centers list,

- warranty card,
 - document specifying the service terms & conditions by the authorized service center during and after the warranty period
2. The Recipient confirms that the Seller has conducted a training regarding the usage of the system
 3. We hereby confirm that the navigation system mentioned in this Protocol is accepted for operation without reservations.
We have no reservations regarding the training.
 4. The Seller gives a month warranty - from the date of signing of this Protocol, i.e. by

Recipient

Seller