

Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.
M. Curie-Skłodowskiej Street 10c,
41-800 Zabrze

No. reg. 24/Z/23

Zabrze, 02.06.2023

TERMS AND CONDITIONS OF THE CONTRACT

Procurement procedure for
"Supply of products for tests"
within

Project entitled commercial clinical trial project - development of innovative
therapeutic solutions using RNA technology
The study is financed by the state budget from the Medical Research Agency, project
number 2021 / ABM / 05/00002

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I. ORDERING AUTHORITY

Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.

M. Curie-Skłodowskiej Street 10c, 41-800 Zabrze

Tel: 032/ 7050305

Website: www.kmptm.pl

E-mail address for contact with the Contracting Authority: postepowania@kmptm.pl

II. DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT

1. The subject of this procedure is the delivery of products for tests in accordance with Appendices 4.1 – 4.2 to TERMS AND CONDITIONS OF THE CONTRACT:
Task 1: Human Peripheral Blood Mononuclear Cells
Task 2: Cell line Vero E6
2. Place of performance: The building of Silesian Park of Medical Technologies Kardio-Med Silesia Ltd. in Zabrze, 10c Curie-Skłodowskiej Street.
3. CPV CODE:
33696500-0 laboratory reagents,
33696000-5 reagents and contrast media,
33141570-6 human blood.
We exclude the possibility of submitting variants.
4. The Contracting Authority allows partial offers, for individual tasks.
5. Contractors may submit an offer jointly.
6. The Contracting Authority allows the performance of the task by subcontractors in the transport of the subject of the contract.
7. The Contractor will indicate in the tender the scope of works performed by subcontractors.
8. The Contractor bears full responsibility for the actions of subcontractors.
9. The contract is financed under the ongoing commercial clinical trial project - development of innovative therapeutic solutions using RNA technology financed from the state budget from the Medical Research Agency, Project number 2021/ABM/05/00002.
10. The Contracting Authority may cancel the procedure if the funds from the above-mentioned programs that the Contracting Authority intended to finance all or part of the contract were not awarded to it.

III. DESCRIPTION OF TENDER PREPARATION

1. To be evaluated, a tender should meet the requirements of these Terms of Reference.
2. The tender submitted by the Contractor should be made in writing.
3. The tender shall be constituted by Appendices: no. 1, no. 2, no. 4.1 – 4.2 and other documents and declarations of will signed by the Contractor as required by the TERMS AND CONDITIONS OF THE CONTRACT.
4. The Contractor shall fulfill all conditions required in point V.
5. A tender shall be signed by a person authorized to represent the Contractor, which has to result from the documents attached to the tender.
6. The offer submitted by the Contractor should be made in Polish. The Ordering Authority allows the tender to be submitted in English.

7. The all pages of the tender should be connected in a permanent manner that prevents them from sliding out, numbered and each sheet signed /in accordance with point 5/.
8. Any corrections or changes to the offer should be signed personally by the person signing the tender /according to point 5/.
9. The Contracting Authority shall correct obvious calculation errors, taking into account the calculation consequences of the corrections made. By obvious calculation errors the Contracting Authority understands a defective result of an arithmetic operation assuming that the number of units of measurement and net unit price are correctly stated.
10. If the tender price is given with a discrepancy in words and numbers or different prices are given in different parts of the tender, it shall be assumed that the correct entry is the one that corresponds to the price calculation.
11. The Contracting Authority shall correct obvious clerical errors in the tender.
12. The Contracting Authority shall correct other errors in the tender which consist in non-compliance of the tender with the Terms of Reference, but which do not result in significant changes in the contents of the Tender - immediately notifying the Contractor whose Tender has been corrected.
13. Each Contractor can submit only one tender.
14. The tender shall be put in a sealed envelope which guarantees confidentiality of its content.
15. When submitting a written tender, the envelope should be addressed to:

**Śląski Park Technologii Medycznych Kardio-Med Silesia Sp. z o. o.,
10c M. Curie-Skłodowskiej Street,
41-800 Zabrze**

and marked with the following inscription:

Offer for the proceedings to award a contract for
"Supply of products for tests" (24/Z/23)
within

**commercial clinical trial project - development of innovative therapeutic
solutions using RNA technology**

16. The envelope must also be marked with the name and address of the Contractor.
17. The Contracting Authority shall reject a tender if:
 - 1) its content or form of submission does not correspond to the contents of the Terms of Reference (subject to Chapter III, points 8-10);
 - 2) within 3 days from the date of delivery of the notice a Contractor has not agreed to correct the error referred to in item 11.
 - 3) it contains errors in price calculation, subject to item 8;
 - 4) the Contractor failed to submit explanations and/or supplemented tender deficiencies within the specified deadline;
 - 5) the tender was submitted by a Contractor with respect to whom liquidation proceedings have been opened or the Contractor has been deleted from the proper register
 - 6) it was submitted after the deadline for submission of Tenders;
 - 7) the Tender was submitted by a Contractor:

- a) having capital ties with the Contracting Authority¹
- b) the Contractor is personally related to the Contracting Authority²
- 8) It has been submitted by the Contractor who, within 3 years before the deadline for submission of tenders, improperly performed the contract for the Contracting Authority, which was confirmed by charging the Contractor with contractual penalties, withdrawal from the contract or other legally admissible form of proving improper performance of the contract by the Contractor.
- 18. A tender submitted after the deadline shall be returned to the Contractor.
- 19. The Contractor may reserve in the Tender the information which constitutes the CONFIDENTIALITY OF THE COMPANY (according to art. 11 item 4 of the Act on Fighting Unfair Competition). For this purpose, he/she shall:
 - the names of the documents in the offer that constitute the proprietary information should be highlighted graphically in the list of Appendices,
 - documents containing proprietary information should be bound and put in a separate non-transparent cover, inside the cover there should be a list of contents signed by the Contractor,
 - the Contracting Authority shall not be responsible for the consequences of failure to properly secure the above information.

IV. DESCRIPTION OF TENDER PRICE CALCULATION METHOD

1. Tender, the Contractor shall offer a complete, unambiguous and final price, which covers all the expected costs of performance of the subject matter of the contract.
2. The tender price shall be expressed in Polish zloty to two decimal places.
3. The price expressed in a foreign currency will be converted according to the average exchange rate of the National Bank of Poland on the day of submitting offers.
4. Rates and prices quoted by the Contractor in the tender will not be subject to adjustment during the execution of the contract, except in cases listed in the material provisions of the contract.
5. When calculating the price, it is assumed that the gross value is the net price plus VAT.

V. TERMS OF PARTICIPATION IN THE PROCEEDINGS

1. The contract may be competed for by the Contractors who submitted a statement according to the specimen in Appendix no. 2 i.e. confirming that:
 - 1) They have the necessary knowledge and experience necessary for the execution of the contract.
 - 2) They have adequate technical potential and staff able to perform the contract.
 - 3) They are in an economic and financial condition allowing them to complete the contract.

^{1,2}Capital or personal links shall mean mutual links between a beneficiary or persons authorised to incur liabilities on behalf of the beneficiary or persons performing activities related to the execution of the procedure for selecting the contractor and a contractor, consisting in particular in

a) participation in the company as a partner in a civil partnership or partnership,

b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions or has been defined by MA OP,

c) being a member of a supervisory or managing body, proxy or attorney,

d) being married, in the relation of kinship or affinity in direct line, kinship of the second degree or affinity of the second degree in side line, or in the relation of adoption, custody or guardianship.

- 4) A Tender submitted by a Contractor shall not be rejected on the basis of the Provisions III of art. 17.5), 17.7).
2. The evaluation of the fulfillment of the conditions for participation in the proceedings will consist of the assessment of whether the attached document confirms the fulfillment of the condition for participation in the procurement procedure or not.
3. In the case of Contractors submitting a joint tender the conditions defined in item 1. 1)-3) have to be met jointly by Contractors.

VI. DOCUMENTS REQUIRED FROM CONTRACTORS

1. The Contracting Authority requires submission of the following documents:
 - 1) A completed, signed by the person(s) authorized to represent the Contractor tender form constituting Appendix no. 1,
 - 2) Up-to-date copy from the appropriate register or from the central register and information on business activity, issued not earlier than 6 months before the deadline for submission of tenders;
 - 3) Contractor's declaration/s (Appendix no. 2);
 - 4) price form (appendices no. 4.1 – 4.2) completed and signed by a person authorized to represent the Contractor;
 - 5) The Contracting Authority reserves the right to request the Contractor to present folders / leaflets / catalogs of the offered subject of the contract within 3 days of sending the request. Failure to provide the folders / leaflets / catalogs required by the Contracting Authority will result in rejection of the tender.
2. Contractors can jointly apply for award of the contract and they are jointly and severally responsible for the execution of the contract. In such a case the Contractors shall appoint a proxy to represent them in the procurement procedure or to represent them in the procedure and conclude the public procurement contract and shall attach the relevant power of attorney to their tender.
3. The Contracting Authority shall request the Contractor to clarify ambiguities in the Tender submitted and/or to supplement the Tender by the deadline specified by the Contracting Authority. Any clarifications and additions to the tender cannot lead to a change in the tender price, subject to the provisions of Chapter III, items 8-9. The supplemented documents must confirm the conditions specified in the TERMS AND CONDITIONS OF THE CONTRACT as at the date for submission of tenders.
4. If the Contractor encloses a copy of a document as an appendix to the tender, such copy shall be certified to be a true copy of the original by a person authorized to represent the Contractor. The certification by the Contractor shall bear a name stamp and a signature of an authorized person, a date and the inscription "certified to be a true copy of the original". If the photocopy is illegible, the Contracting Authority shall call upon the Contractor to produce the original document for comparison with the illegible copy.
5. In the case of the Contractor submitting a joint Tender, each of them has to submit separately the documents specified in items 1.2) - 1.3).

VII. CRITERIA FOR EVALUATION OF TENDERS

When selecting and evaluating the submitted tenders, the Contracting Authority shall be guided by the following criteria:

Task 1: the lowest price

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Task 2: the lowest price

The price criterion will be considered on the basis of the price quoted by the Contractor in the tender form.

The Contracting Authority will consider the most advantageous tender which will obtain the highest number of points for the criteria adopted for the evaluation of tenders.

VIII. CONTRACT COMPLETION DATE

Order completion date:

Task 1: 12 months from the date of the agreement

Task 2: 12 months from the date of the agreement

IX. PLACE AND DEADLINE FOR SUBMITTING TENDERS

1. Tenders should be submitted at the seat of the Silesian Park of Medical Technologies Kardio-Med Silesia Ltd., 10c M. C. Skłodowskiej Street, 41-800 Zabrze.
2. The deadline for submission of tenders is **12.06.2023 at 10.00 a.m.**
3. Tenders submitted after this deadline will be immediately returned to the Contractor.
4. If a tender is received by the Contracting Authority by mail or other means (e.g. courier service), the deadline for submission of a tender shall be the date of its delivery to the Contracting Authority and not the date of e.g. sending the tender by registered mail or placing an order for delivery by courier service.
5. The Contractor shall bear all costs related to preparation and submission of a tender.
6. The Contractor may modify or withdraw a submitted tender if a written notification of such modification or withdrawal is submitted to the Contracting Authority prior to the deadline for submission of tenders.
7. A notification of modification or withdrawal of a tender by a Contractor should be made in writing and marked respectively: "Modification" or "Withdrawal".
8. No tender may be modified or withdrawn after the deadline for submission of Tenders, subject to Chapter III point 11 of the TERMS AND CONDITIONS OF THE CONTRACT.

X. METHOD OF COMMUNICATION

1. The Contractor may ask for clarification of the contents of the TERMS AND CONDITIONS OF THE CONTRACT in writing or electronically (postepowania@kmptm.pl).
2. The Contracting Authority shall provide clarifications immediately.
3. If the explanations provided lead to changes in the TERMS AND CONDITIONS OF THE CONTRACT, the Contracting Authority shall extend the deadline for submission of tenders by the time needed to introduce changes to the procedure documentation, giving the date and scope of such changes.
4. The Contracting Authority may also make changes to the Terms of Reference on their own and extend the deadline for submission of tenders by the time

necessary to introduce changes to the tender documentation, providing the date and scope of such changes.

5. The Contracting Authority shall communicate with contractors by e-mail or in writing.

XI. TENDER VALIDITY PERIOD

1. A Contractor shall remain bound by a tender for 90 days.
2. Tender validity period shall begin on the expiry of the deadline for submission of tenders.
3. The Contracting Authority may request the Contractor to extend the tender binding period by no more than 60 days.
4. The Contractor may himself extend the tender binding period.

XII. OPENING, EVALUATION OF TENDERS, SELECTION OF THE MOST ADVANTAGEOUS TENDER, CANCELLATION OF THE PROCEDURE

1. Tenders will be opened on **12.06.2023 at 10.15 a.m.** at Contracting Authority's seat at M. C. Skłodowskiej Street 10c in Zabrze, observing full sanitary standards.
2. The opening of tenders is public.
3. **Persons willing to participate in the opening of the tenders will inform the Contracting Authority about this fact at least 24 hours in advance.**
4. During tender opening the amount which the Contracting Authority intends to allocate to the contract, the names and addresses of Contractors and the prices of Their tenders shall be announced.
5. If an Contractor did not attend the tender opening, the Contracting Authority shall send, upon written request, information containing the names and addresses of contractors whose tenders were opened and the prices of those tenders.
6. Evaluation, comparison and selection of the most advantageous final tender shall be performed by a committee appointed by the Contracting Authority (in the proceedings- in which it is appointed).
7. **The Contracting Authority may first evaluate tenders and then examine whether the contractor whose tender was evaluated as the most advantageous meets the conditions for participation in the procedure.**
8. Selection of the most advantageous tender/cancellation of the procedure shall be subject to approval by the Management Board.
9. If the price of the most advantageous tender is higher than the amount that the Contracting Authority can allocate to the contract, the Contracting Authority may cancel the procedure.
10. If no tender has been submitted in the proceeding or all tenders submitted are subject to rejection the Contracting Authority shall cancel the proceeding.
11. Information
 - about the selection of the most advantageous tender / cancellation of the procedure,
 - Contractors whose tenders have been rejected the Contracting Authority shall send immediately after the selection of the most advantageous tender to the participants in the proceedings.

12. The announcement of the result shall also be posted on the Contracting Authority's website.

XIII. PERSONS AUTHORIZED TO CONTACT THE CONTRACTORS

The person authorized to contact the Contractors is:

Małgorzata Pietrzak: m.pietrzak@kmptm.pl; postepowania@kmptm.pl

XIV. ISSUES RELATED TO THE CONTRACT

1. Essential provisions contained in the contract and foreseen possibilities and conditions of amending it are included in Appendix no. 3.
2. The Contractor shall be obliged to come to the Contracting Authority's seat within 3 working days (Mon-Fri from 8.00 a.m. to 4.00 p.m.) from the date of the notification of selecting the winning tender in order to sign the contract (if requested to do so by the Contracting Authority).
3. If the selected Contractor fails to appear according to item 2, the Contracting Authority shall have the right to sign the contract with the Contractor whose tender is next in order according to the tender evaluation criteria.
4. If the Contractor joint tender is found to be the most advantageous, before the conclusion of the public procurement contract they shall, at the request of the Awarding Entity, submit the contract governing the cooperation of these Contractors, containing at least the following provisions:
 - establishing an agreement at least for the period not shorter than the duration of the public procurement contract,
 - indication of the Proxy as the entity making the settlements,
 - joint and several liability for the contract,
 - prohibition to change Partners (Contractors) jointly realizing a public contract during the term of the public contract.

In matters not regulated by these documents, the following shall apply

- Civil Code
- Contracting Authority's Procurement Regulations available at <http://www.kmptm.pl>

I approve
Adam Konka



President of the Management Board
Silesian Park of Medical Technologies Kardio-Med Silesia Sp. z o. o.

(stamp of Contractor)

data

TENDER FORM

In response to the contract award notice for the "Supply of products for tests" (**24/Z/23**) as part of a commercial clinical trial project - development of innovative therapeutic solutions using RNA technology, we offer the subject of the contract to the extent covered by the Terms of Reference for the price:

Task no. 1

gross price..... PLN, VAT rate.....

In words, gross price:.....

Task no. 2

gross price..... PLN, VAT rate.....

In words, gross price:.....

Payment term - up to 30 days from the date of invoice receipt by the Purchaser.

1. We hereby that we meet all the requirements contained in the Terms of Reference and accept them without reservation and that we have received all necessary information needed to prepare the tender.
2. We hereby declare that all documents submitted by us are compliant with the current legal and factual state.
3. We hereby declare that we consider ourselves bound by this tender for the time period indicated in the terms of reference.
4. We declare that the draft contract contained in the specification of essential terms of the contract has been accepted by us and in the event of choosing our offer - we declare the readiness to sign the contract on the terms specified in the draft contract, constituting Appendix No. 3 to the TERMS AND CONDITIONS OF THE CONTRACT, at the place and time specified by the contracting authority.
5. I declare that I have the documents allowing the offered subject of the contract to be marketed in the territory of the country (if applicable) and I undertake to deliver them at each request of the Ordering Party, on the date indicated by him.
6. I will subcontract the following tasks to subcontractors:
.....
.....
7. I declare that I bear full responsibility for the actions of subcontractors.
8. I declare that the offered subject of the contract has min. a 12-month warranty period from the date of delivery to the registered office of the Contracting Authority.
9. Our e-mail address for receiving correspondence:

10. Agreement completion date:
Task 1: 12 months from the date of the agreement
Task 2: 12 months from the date of the agreement

The appendices to this tender are:

1.
2.
3.
4.

.....
(signature of authorized representative)

.....
(Contractor's address stamp)

STATEMENT

I. By submitting a tender I declare that:

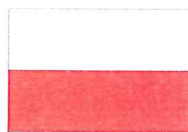
1. I have the necessary knowledge and experience necessary for the execution of the contract.
2. Have at my disposal appropriate technical potential and staff capable of performing the contract
3. I am in an economic and financial condition allowing me to complete the order.
4. Tender submitted by the Contractor whom I represent shall not be rejected on the basis of the provisions of Chapter III item 17.5).
5. I am not related to the Contracting Authority by capital*
6. I am not personally related to the Contracting Authority**
7. There are no grounds for exclusion of me from the proceedings under Article 7 (1) of the Law of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security (Journal of Laws, item 835).

....., date

.....
(signature of the authorized representative)

*/** Capital or personal links shall mean mutual links between the beneficiary or persons authorised to incur liabilities on behalf of the beneficiary or persons carrying out activities related to the contractor selection procedure on behalf of the beneficiary and a contractor, consisting in particular in

- a) participation in the company as a partner in a civil partnership or partnership,
- b) holding at least 10% of shares or stocks, unless a lower threshold results from legal provisions or has been defined by MA OP,
- c) being a member of a supervisory or managing body, proxy or attorney,
- d) being married, in the relation of kinship or affinity in direct line, kinship of the second degree or affinity of the second degree in side line, or in the relation of adoption, custody or guardianship.



Commercial clinical trial project - development of innovative therapeutic solutions using RNA technology

(Material provisions of the agreement)

AGREEMENT NO/ABM/23

concluded on 2023 in Zabrze between

Silesian Park of Medical Technologies Kardio-Med Silesia Ltd.

with headquarters in Zabrze, ul. M. Curie- Skłodowskiej 10c, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register under the number KRS 0000396540, NIP 648-276-15-15, REGON 242742607, hereinafter referred to as the "Ordering Party", represented by:

Adam Konka - President of the Management Board

a)

(in the case of an entrepreneur entered in the National Court Register)

(name), the registered office in.....
Street, NIP:, REGON:, share capital: entered into the Register of Entrepreneurs kept by the District Court under KRS number: , represented by:

.....

(in the case of an entrepreneur entered in CEIDG)

(name and surname), residing in PESEL: an entrepreneur running a business under the name of based in at Street, NIP: , REGON:,

referred to in the contract as the "Contractor", hereinafter also referred to separately as the "Party" or jointly as "Parties", as follows:

§ 1.

Subject of the Agreement

1. The subject of the Agreement is the delivery of products for tests in accordance with the specification of the assortment contained in Appendices 4.1 – 4.2 to the Terms of Reference and the offer submitted in response to the procedure no. **24/Z/23**.
2. The Ordering Party has the right not to use the entire Object of the Agreement, and the Contractor is not entitled to any claims against the Ordering Party. The Ordering Party also declares that the minimum scope of the Agreement implementation will correspond to 80% of the Contractor's gross remuneration, referred to in § 3 sec. 1 of the Agreement.
3. The Contractor declares that the Subject of the Agreement is admitted to trading and has the certificates, permits, licenses, approvals and other documents required by law, enabling the use of the Subject of the Agreement in a manner consistent with the law (if applicable), which will be handed over to the Ordering Party along with the Subject. Agreements at the request of the Ordering Party.

§ 2.

The method of performance of the Agreement

1. Deliveries (*depending on the number and type of deliveries planned in accordance with Exhibit 4.1 - 4.2 under a given Task*) will be made/be made successively on time:
Task no. 1: 28 days;
Task no. 2: 28 days
from the date the Ordering Party sends the request via e-mail to the e-mail address of the Contractor's representative indicated in § 2 sec. 3 of the Agreement, specifying the type and quantity of the assortment covered by the delivery and, possibly, the place of delivery. In the absence of a different reservation in the content of the demand referred to in the preceding sentence, the place of delivery is the seat of the Ordering Party.
2. The given delivery is considered to be completed on the day on which the ordered batch of the assortment constituting the Subject of the Agreement is handed over at the registered office of the Ordering Party to the representative of the Ordering Party indicated in paragraph 3 or another employee designated by the Ordering Party.
3. Person responsible for the performance of the Agreement:
1) on the part of the Ordering Party: Marlena Golec, e-mail: m.golec@kmptm.pl;
Aneta Bochenek, e-mail: a.bochenek@kmptm.pl
2) on the part of the Contractor:, email:
Change by the Parties of the persons designated in accordance with paragraph 3 does not require an appendix to the Agreement.
4. The Contractor undertakes to deliver the Subject of the Agreement at his own expense, in packages with a factory marking, i.e. product name, expiry date, name and address of the manufacturer.
5. The Contractor undertakes to ensure the transport of the Subject of the Agreement in refrigerators or freezers - if such conditions are required to maintain the properties of the Subject of the Agreement.
6. If, for reasons not attributable to the Contractor, it is not possible to deliver the assortment constituting the Subject of the Agreement (according to the trade name), the Contractor is obliged to inform the Ordering Party about this fact and

provide explanations. The contracting authority, after reading the content of the explanations, is entitled to request:

- 1) delivery of the Subject of the Agreement;
- 2) delivery of a product with properties not worse than the assortment constituting the Subject of the Agreement, within a period specified by the Ordering Party, not longer than 14 days.

§ 3.

Price

1. For the performance of the Subject of the Agreement, the Ordering Party shall pay the Contractor a remuneration in the total amount of gross (say: / 100). Remuneration for the delivery of individual batches of the assortment constituting the Subject of the Agreement will be paid successively, for each completed delivery, on the terms resulting from the following provisions.
2. The Ordering Party allows the possibility of changing the gross price of the Subject of the Agreement in the event of a change in the VAT rate after the conclusion of the Agreement. The net price will remain unchanged. The change referred to in the first sentence does not require an appendix to the Agreement.
3. The Contractor's remuneration includes:
 - 1) costs incurred due to the required taxes, fees and customs duties in the case of a product imported from outside the European Union Member States;
 - 2) costs of obtaining the certificates, permits, licenses, attestations and other documents required by law, provided in accordance with § 1 paragraph 3 of the Agreement (if applicable);
 - 3) costs of delivery of the Subject of the Agreement by the Contractor, including in particular: costs of securing for transport and unloading costs of the Subject of the Agreement;
 - 4) all costs necessary to be incurred for the proper performance of the Agreement.
4. The payment of the price will be made on the basis of a correctly issued invoice to the Contractor's bank account within **30 days** from the date of receipt of the correctly issued invoice. The invoice may be sent in paper form to the Ordering Party's address or in electronic form to the following address: **biuro@kmptm.pl**.
5. The Ordering hereby reserves that payments for the performance of the subject of the Agreement will be made from the funds provided to the Ordering Party in the Project.
6. The date of payment of the Contractor's remuneration is the date on which the Ordering Party's bank account is debited.

§ 4.

Duration of the contract

The Agreement is valid for 12 months from the date of its conclusion or until the amount of the Contractor's remuneration indicated in § 3 paragraph 1 of the Agreement is exhausted depending on which of the events occurs first.

§ 5.

Contractual penalties

1. The following contractual penalties are established:

- 1) 0.1% of the Contractor's gross remuneration for each commenced day of delay in the event of exceeding the agreed delivery date for a given batch of assortment, and if the delay exceeds 5 days - starting from the sixth day, the penalty will be 0.2% of the Contractor's gross remuneration for each the next day of delay started;
 - 2) in the amount of 0.05% of the Contractor's gross remuneration for each commenced day of delay, in the event of exceeding the deadline referred to in § 8 section 4 point 1 of the Agreement
 - 3) in the amount of 10% of the Contractor's gross remuneration for a given Task, referred to in Appendix No. 4.1 – 4.2 to TERMS AND CONDITIONS OF THE CONTRACT, in the event of withdrawal from the Agreement in the scope of a given Task for reasons attributable to the Contractor;
 - 4) in the amount of 10% of the Contractor's gross remuneration, referred to in § 3 sec. 1 of the Agreement, in the event of withdrawal from the Agreement for reasons attributable to the Contractor.
2. The parties have the right to claim damages in excess of the reserved contractual penalties.
 3. The Contractor agrees to deduct contractual penalties from any receivables due to him from the Ordering Party.
 4. The total amount of contractual penalties may not exceed 20% of the value of the Agreement.

§ 6.

Amendments to the Agreement

1. The Ordering Party provides for the possibility to amend the provisions of the Agreement to the extent necessary for its proper implementation, in particular when at least one of the following circumstances occurred:
 - 1) a change in the applicable laws affecting the subject of the Agreement or the conditions for the implementation of the Agreement, resulting in inability to duly perform the subject of the Agreement;
 - 2) the possibility of supplying a product range constituting the subject of the Agreement that meets the requirements of the ToR, but with more beneficial parameters than the product range constituting the subject of the Agreement;
 - 3) necessity to change the assortment constituting the subject of the Agreement within the limits not exceeding 10% of value of the Contractor's gross remuneration referred to in § 3 item 1 of the Agreement;
 - 4) change in pricing policy by the manufacturer of the assortment constituting the subject matter of the Agreement or by the Contractor, in a manner favorable to the Ordering Party;
 - 5) non-use of the Subject of the Agreement within the period of validity of the Agreement indicated in § 4 of the Agreement; in this case the period of validity of the Agreement may be extended, but no longer than for the period of 6 months.
 - 6) the possibility of changing the delivery date referred to in § 2. paragraph 1. of the contract in case the delivery could not take place for reasons beyond the control of the Contractor, provided that the Contractor explains these circumstances and confirms them with appropriate documents.

2. Amendments to the Agreement, referred to in paragraph 1, require the Parties to conclude an Appendix to the Agreement in writing under pain of nullity.

§ 7.

Withdrawal from the Agreement

1. The Ordering Party may withdraw from the contract, if:
 - 1) opening of liquidation of the Contractor - within 30 days from the date of receiving information about the liquidation by the Ordering Party;
 - 2) The Contractor will be deleted from the appropriate register - within 30 days from the date of receipt of information on deletion by the Ordering Party,
 - 3) exhaustion of the limit of contractual penalties referred to in § 5, section 4 of the Agreement - within 30 days from the day on which the Ordering Party recognises this circumstance;
 - 4) in a situation referred to in § 2, section 6, second sentence of the Agreement - within 30 days from the date of confirmation of this circumstance by the Ordering Party;
 - 5) supply of the assortment constituting the subject of the Agreement or a substitute product is not realized within the time limit referred to in § 2 item 6 of the Agreement - within 30 days from the day when the Ordering Party recognizes this circumstance;
 - 6) if the Contractor violates the prohibition referred to in § 9 of the Agreement - within 30 days from the date on which the Ordering Party establishes this circumstance.
2. The withdrawal from the Agreement shall be in writing otherwise being null and void.
3. The withdrawal from the Agreement has a future effect (ex nunc).
4. Withdrawal from the Agreement in respect of the unperformed part of the Agreement shall not exclude or limit the right to claim liquidated damages for withdrawal from the Agreement and liquidated damages for events occurring prior to withdrawal from the Agreement.

§ 8.

Liability for defects

1. The Contractor is liable to the Ordering Party if the assortment constituting the Subject of the Agreement has defects that reduce its value or usefulness due to the purpose specified in the Agreement or resulting from the intended use of the item, or if the delivered assortment being the Subject of the Agreement does not have the properties that it should have, in particular its validity period expires before the expiry of 12 months from the date of delivery to the seat of the Ordering Party or it has been delivered incomplete.
2. In the event of receipt of the assortment constituting the Subject of the Agreement and finding in the received assortment suitable for removal of the defect or finding such a defect, the Ordering Party may request the removal of the defect or defect by appointing the Contractor an appropriate deadline, not shorter than 21 working days.
3. After the deadline for the removal of defects has expired ineffectively, the Ordering Party may entrust their removal at the Contractor's expense to a third party.
4. The Parties agree that any costs incurred by the Ordering Party in connection with the substitute performance may be deducted by the Ordering Party from the

Contractor's remuneration without a prior call for payment, to which the Contractor agrees.

5. In the event of delivery of an assortment that contains defects that cannot be removed or whose expiry date will expire before the expiry of 12 months from the date of delivery to the seat of the Ordering Party, the Ordering Party will be entitled to demand delivery of a new range, the failure to deliver within the prescribed period will entitle the Ordering Party to charge a contractual penalty, referred to in § 5 sec. 1 point 1 of the Agreement.

§ 9.

Assignment of receivables and the right to set-off

The Contractor is not entitled to transfer the rights and obligations under the Agreement without obtaining the consent of the other Party in writing (under pain of nullity), or settling the obligations by compensation.

§ 10.

Final Provisions

1. Any disputes arising from the implementation of this contract will be settled in the court competent for the seat of the Ordering Party.
2. The Agreement has been drawn up in duplicate, one for each Party.
3. In matters not covered by the provisions of the Agreement, generally applicable provisions will apply, in particular the provisions of the Act of 23 April 1964 - Civil Code.

Contractor:

Ordering Party:

Task 1. Human Peripheral Blood Mononuclear Cells

No.	Name	Pieces / set	Unit price PLN (per 1 set)	The net value (number of set x price of one set)	VAT rate	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Human peripheral blood mononuclear cells (hPBMC), 1 vial = min. 25mln cells	1					

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Contractor

Task 2. Cell line Vero E6

No.	Name	Pieces / set	Unit price PLN (per 1 set)	The net value (number of set x price of one set)	VAT rate	Gross value	Specification of the offered subject of the contract (i.a. Manufacturer's name and catalog number)
1	Cell line Vero, E6 clone, 1 vial should contain min. 1×10^6 cells	1					

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Contractor