

### **Subject-matter of the Contract**

1. The Seller undertakes to transfer the ownership of 100 black stools and 5 trolleys for stools each, according to the specifications forming Annex No. 2 (hereinafter referred to as “Stools”), to the Museum And to hand them over by delivering them to the registered office of the Museum, whereas the Museum undertakes to accept the Stools and pay the Seller a price on terms specified below.

### **Procedure and deadline for the performance of the contract**

2. The Seller undertakes to deliver the Stools to the registered office of the Museum to \_\_\_\_\_.
3. The Seller shall deliver the Stools to the registered office of the Museum, i.e. ul. Anielewiczka 6 in Warsaw, using its own transport, at its own expense the price of which has been specified in the bid.
4. The acceptance of delivered Stools shall be confirmed by means of an acceptance certificate without any reservations lodged, signed by persons authorized to perform that activity on behalf of the Parties.
5. The Contract shall be performed by the Seller in accordance with the request for bids and the bid submitted by the Seller, forming Annexes No. \_ and \_ (hereinafter referred to as: “Bid” or “Request for Bids”), with the stipulation that priority shall be given to the contractual provisions laid down in: the Agreement, the Request for Bids, and the Bid, in that order.

### **Remuneration**

6. The Museum shall pay the Seller a price for the Stools in the amount of **PLN** \_\_\_\_\_ ( \_\_\_\_\_ ) **gross**.
7. The total gross price includes all costs related to the delivery of Stools, in particular: transport, packaging, insurance and value added tax.
8. The total gross price shall be payable on a one-time basis within 21 days as of the delivery of a duly issued invoice to the registered office of the Museum.
9. The Parties shall consider the payment date to be the date on which the bank account of the Museum is debited.

10. If the payment date falls on a bank holiday, the payment shall be made on the next business day after that date.
11. In the case of an incorrectly issued invoice, the payment shall be withheld and the time limit for payment shall continue to run as of the day on which the Seller removes all identified irregularities.
12. In the case of an incomplete or defective delivery of Stools, the time limit for payment shall be suspended and it shall resume as of the day on which the Stool defects are supplemented or removed.

### **Additional Provisions**

14. The Seller guarantees the delivery of new Stools without any signs of wear and tear or damage, i.e. free of physical and legal defects.
15. The Museum shall check whether the delivered Stools are consistent with the bid in terms of quality and quantity. The check shall include counting the number of Stools and determining their condition, and in the case of damage or irregularities – the Museum shall return Stools that are damaged or inconsistent with the Agreement to the Seller.
16. The Seller shall supplement any quantitative shortages of Stools identified during the delivery within 5 business days as of the date of their delivery. Should defects be identified in delivered Stools, the Museum may refuse to accept them and the Seller shall replace them promptly, but in any case within 5 business days at the latest, with Stools that are free from defects and may be used in accordance with their intended use.
17. Should defects be identified in delivered Stools after the acceptance thereof, the Museum shall inform the Seller of this by reporting the defect by phone at \_\_\_\_\_ or by e-mail sent to: \_\_\_\_\_. The Seller shall deliver defect-free Stools at its own expense and risk after being notified about a defect, within 5 business days at the latest.

### **Warranty**

19. The Seller shall grant the Museum a warranty for Stools for a period of at least 12 months counting from the day on which the Stools are released to the Museum. The warranty concerns defects in goods arising from their defective construction, the use of defective materials or defective performance.

20. Under the Warranty, the Seller shall remove physical product defects free of charge or deliver a defect-free product within 30 days as of the date on which they are reported.

### **Contractual penalties**

21. In cases specified below, the Seller shall pay the following contractual penalties to the Museum:

- 1) in the event of untimely delivery, referred to in clause 2 – in the amount equal to 2% of the total gross value of the Agreement referred to in clause 6 for each day of delay;
- 2) in the event of untimely supplementation of quantitative shortages, referred to in clause 16 – in the amount equal to 2% of the total gross value referred to in clause 6 for each day of delay;
- 3) in the event of untimely replacement of defective goods, referred to in clause 17 – in the amount equal to 2% of the total gross value referred to in clause 6 for each day of delay;
- 4) in the event of withdrawal from the Agreement by the Museum due to reasons attributable to the Seller or withdrawal from the Agreement by the Seller due to reasons attributable to the Museum – in the amount equal to 10% of the total gross value of the Agreement referred to in clause 6.

22. The Museum reserves the right to seek damages exceeding the amount of prescribed contractual penalties.

23. Contractual penalties shall be payable within 7 days as of the date of issue of debit notes including charged contractual penalties, with the stipulation that the Museum has the right to set off the amounts of contractual penalties against remuneration due to the Seller, to which the Seller hereby agrees unconditionally and irrevocably.

### **Liability of the Seller**

24. The Seller shall be fully liable for any damages in respect of the performance of the Agreement caused by the Seller, its sub-contractors or other persons that acted at its direction or on its behalf, which applies both to damages to the Museum and third parties.

### **Withdrawal from the Agreement**

25. The Museum may withdraw from the Agreement in the event of a relevant change in circumstances which results in the performance of the Agreement no longer being in the public interest and which could be foreseen at the moment of entry into the Agreement. In such case, withdrawal from the Agreement may occur within 3 days as of becoming aware of the aforementioned circumstances.
26. The Museum may withdraw from the Agreement within 7 days, if the total amount of contractual penalties described in clause 21 exceeds the value of 30% of total gross value of the Agreement referred to in clause 6.

### **Assignment**

27. The Seller does not have a right to transfer any rights or obligations under this Agreement to any third parties without the prior written consent of the Museum.

### **Other**

28. Before concluding the contract, the contractor will provide Certificate of strength, durability and safety test EN 16139:2013 (Furniture – Strength, durability and safety – Requirements for non-domestic seating)