



CONTRACT AGREEMENT

for the supply of



CONTRACT AGREEMENT

entered into on

by and between:

WARBUD S.A. with its registered office in Warsaw, ul. Domaniewska 32, entered in the Register of Entrepreneurs of the National Court Register under number KRS 0000010823, with share capital of PLN 60,319,500.00, hereinafter referred to as the **Employer**, represented by:

..... - **and**,
..... -,

hereinafter referred to as the **Employer**

and

[name of company in accordance with the relevant register] with its registered seat in *[name of locality]*, *[address]*, entered in the Register of Entrepreneurs of the National Court Register under number KRS *[number]* by District Court in *[name of town]*, *[number]* Commercial Department of National Court Register, Tax ID number (NIP): *[number]*, email address [.....], hereinafter referred to as the Supplier, represented by:

- 1. *[name and surname]* – *[position]*
- 2. *[name and surname]* – *[position]*

The Parties agree as follows:

- 1. The Employer commissions and the Supplier undertakes to perform the following Supplies:

-
-.....

whose specific scope is defined in the Special Conditions of Contract.

- 1. All words and phrases used in this Contract Agreement shall have the same meaning as respectively assigned to them in the following Conditions of Contract.
- 2. The following documents, together with this Contract Agreement, even if they have not been physically annexed thereto, constitute the Contract Agreement concluded by the parties as a result of mutual arrangements:

Appendix No. 1: Special Conditions of Supply Contract No. 1/2020
Appendix No. 2: General Conditions of Supply Contract no 1/2020.
Appendix No. 3: Technical documentation as listed.



- Appendix No. 4: Final Settlement Form.
- Appendix No. 5: Form of Contract performance and Defect rectification guarantees.
- Appendix No. 6: Bill of Quantities or Table of consolidated unit prices.
- Appendix No. 7: Supplier's Statement
- Appendix No. 8: Warranty Card
- Appendix No. 9: Health and Safety Requirements
- Appendix No. 10: Testing and checks of concrete mix and concrete [*for concrete mix supply contracts*] – Deleted as a whole.
- Appendix No. 11: Anti-Corruption Statement
- Appendix No. 12: Program of Supplies.
- Appendix No. 13: Questionnaire documenting Supplier's financial resources.

The parties hereby declare that they are familiar with the contents of the above documents and do not have any reservations regarding these documents. The aforementioned documents should be considered as mutually complementary documents. In case when any contradiction or discrepancy is disclosed in the aforementioned documents, the Employer, taking into account the order specified above, shall issue any necessary and binding explanations or instructions which shall not be treated as a change in the Contract Agreement.

2. In consideration of the payments which the Employer is supposed to make to the Supplier, the Supplier hereby undertakes to perform Supplies, including manufacturing, production or obtaining Supplies in another way, and to rectify all and any defects therein in full compliance with the provisions of the Contract Agreement.
3. 3. The Employer hereby agrees with the Supplier that the Employer shall pay to the Supplier after the performance of Deliveries and rectification of defects a lump sum/survey-based remuneration in the maximum amount of (in words:.....). In the case of Supplier's failure to perform all the Supplies specified in the Contract Agreement, the remuneration shall be reduced accordingly.
4. VAT will be charged according to the rules and regulations regarding this tax in force on the day of execution of the relevant part of the Works and issuance of an invoice.
5. This Contract Agreement was made in two identical counterparts, with one copy for each of the Parties.

EMPLOYER

SUPPLIER