



REGIONAL PROGRAMME
NATIONAL COHESION STRATEGY



Lodz Region



EUROPEAN UNION
EUROPEAN REGIONAL
DEVELOPMENT FUND



European Funds for development of the Lodz Region

REGISTER NUMBER:3/2010/RPO

SALES CONTRACT No. 3/2010/RPO (Draft)

Date:2010

FOR THE ORDER BEING COMPLETED AS A PART OF:

“DEVELOPMENT OF COMPETITIVENESS AND INNOVATIVENESS OF S. I A. PIETRUCHA BY BY IMPEMENTATION PRODUCTION TECHNOLOGY OF BIAXIAL GEOGRID”

A PROJECT WHICH IS BEING COMPLETED AS A PART OF IIIRD PRIORITY AXIS OF REGIONAL OPERATIONAL PROGRAMME FOR THE LODZKIE VOIVODSHIP FOR THE YEARS 2007-2013: ECONOMY, INNOVATIVENESS, ENTREPRENEURSHIP. OPERATION III.2: ENHANCING INNOVATION AND COMPETITIVENESS OF ENTERPRISES.

A PROJECT CO-FINANCED BY THE EUROPEAN UNION FROM THE EUROPEAN REGIONAL DEVELOPMENT FUND AND NATIONAL BUDGET.

Concluded in on September ... ,2010 between:

....., seated in, National Court Registry Number.....
represented by..... hereinafter referred to as **Seller**
and

S. I A. Pietrucha Przedsiębiorstwo Produkcyjno-Handlowe, seated in **ul. Przemysłowa 10,98-235 Blaszki, Poland**, National Court Registry Number: Certificate no 921 about Registration with the Register of Business Activities , town 98-235 Blaszki, Poland represented by Andrzej Pietrucha, Owner hereinafter referred to as **Buyer**

As a result of conducted procedure according to guidelines defining the rules of granting an orders for which beneficiaries are not required to apply Public Procurement Law co-financed by III rd priority axis of Regional Operational Programme for the Lodzkie Voivodship for the Years 2007-2013: Economy, Innovativeness, Entrepreneurship. for the task:

PURCHASE OF DEVICES INCLUDED IN PROCESS LINE FOR PRODUCTION OF BIAXIAL GEOGRID:
TEMPERATURE CONTROLLER AND PRODUCTION WASTE RECYCLING SYSTEM

REGISTER NUMBER :3/2010/RPO WL 2007-2013

the following contract has been concluded:

Preamble Clause
Best quality

The Seller warrants that the equipment shall be manufactured from good raw material and in accordance with the international accepted standard of sound engineering design.
The Seller warrants that the equipment shall be brand new and suitable for the operation and shall be free from any defects or deficiencies.

§ 1
Subject of the contract

The Seller hereby agrees to sell to the Buyer the following goods:

One item of complete Thermal Oil Heater constitutes Temperature Controller and Production Waste Recycling System.

The Technical Specification of above System is stipulated in Attachment No.1 to this contract which determines the delivery scope as per offer from.....

§ 2
Price:

Total price:.....
Say:

§ 3
Payment conditions

1.30% of contract value as Advance Payment ei.....
say:.....
by T/T within 7 days after obtainment of original of the Advance Payment Invoice.
The Buyer will send to the Seller transfer confirmation of Advance Payment.

2. Second part payment of 64,5% of contract value ei.....
say:.....
by T/T upon the copy of shipment documents of delivery scope,

3. Third part payment of 5,5% of contract value ei.....
say:.....
by T/T payable after instalation of delivery scope at Buyer's site within three working days after the signing of Commissioning Protocol of delivery scope.

§ 4
Packing

1. Packing shall protect the cargo against damage during transport, which warrant that the cargo will arrive to the Buyer's site without any damage.

2. Shipping Marks:

S.I.A. PIETRUCHA
ul.Przemyslowa 10
98-235 Blaszk
Poland

§ 5
Delivery time

The Seller will deliver the good being delivery scope withindays upon receipt of down payment and after definition of all technical aspects .

§ 6
Right to withdraw from the contract

In the case that the delivery time will be over 150 days from the date of receipt of Advance Payment and the delay is due to Seller's fault, intentional acting or negligence, assuming that the Buyer performs in time his payment duties as per §3.1 and § 3.2 of this contract the Buyer has the right to withdraw from the contract and to the repayment of the payments transferred to the Seller

§ 7

Seller's Bank Details

1.....
.....
.....
.....

§ 8

Warranty

1. The Seller warrants that the equipment shall be manufactured from good raw material and in accordance with the international accepted standard of sound engineering design.
2. The Seller warrants that the equipment shall be brand new and suitable for the operation and shall be free from any defects or deficiencies.
3. The Seller accepts his liability in respect of the equipment for all defects resulting from faulty design, poor material and bad workmanship for a period of/ say:.... / months from the date of SIGNING THE COMMISSIONING PROTOCOL at Buyer's site.

§ 9

Force Majeure

1. The Sellers shall not be held liable for failure or delay in delivery of the entire lot or a portion of the goods under this contract on consequence of any Force Majeure incidents.
2. **The occurrence of Force Majeure case shall be confirmed by proper arbitration court**

§ 10

Attachments to the contract:

List of Attachments to the contract:

1. The Technical Specification of Thermal Oil Heater constitutes Temperature Controller and Production Waste Recycling System
2. Drawings and diagrams which enable installation of Thermal Oil Heater constitutes Temperature Controller and Production Waste Recycling System In Buyer's facilities.

The Attachments are part of this contract

§ 11
Documents relevant to this contract

1. Invoice
2. Commissioning Protocol
3. CE Certificate

§ 13
Other Conditions

1. Any amendments or addition of the contract shall only be valid if made in writing and duly signed by authorized representatives in both parties.
2. This contract has been made in three identical copies, two copies for the Buyer and one copy for the Seller

Seller:
.....

Buyer: **S. I A. Pietrucha**
Przedsiębiorstwo Produkcyjno-Handlowe

.....
Authorized Signature

.....
Authorized Signature

HEREBY I ACCEPT THE CONTRACT DRAFT
/Andrzej Pietrucha/