

ANNEX 2 ESSENTIAL MATTERS OF THE TREATY

The draft contract submitted by the proposer must take into account all the requirements and parameters listed below. It is the responsibility of the proposer to draft the contract in such a way that the provisions of the contract reflect all the requirements set out below.

Subject of the contract

The subject of the contract must be defined in the contract in accordance with Annex no. 1 of these conditions of the commercial public tender.. The proposer expressly undertakes to supply, mount, install and put into operation new unused and non-refurbished equipment within the scope of the subject of the contract.

Terms of payment

- 30% of the contract price is entitled to be invoiced by the supplier after the entry into force and effectiveness of the contract,
- 60% of the contract price is entitled to be invoiced by the supplier after delivery of the equipment in question to the places of performance,
- The supplier is entitled to invoice 10% of the contract price after signing the acceptance protocol, which will be issued after the installation, testing and commissioning of the equipment in question.

Time schedule and milestones

- Assembly, installation and commissioning of the device (including testing) - assumption September / October 2022
 - Entry into force of the contract - T,
 - FAT functional testing - T + 6 months
 - Delivery of new unused and non-refurbished equipment with accessories - T + 9 months,
 - Assembly, installation and commissioning of the device (including testing) - T + 12 months.

Warranty

- The warranty period of the device, which is the subject of the contract, as well as its components, begins from the date of signing the acceptance protocol, which will be issued after the installation, testing and commissioning of the device in question.
- The proposer guarantees 95% usability of the equipment over time.

Rights and obligations of the contracting parties

- The due date of the invoice is 30 days from the date of delivery of the invoice to the registered office of the Announcer, unless otherwise stated in the payment terms.
- Sanctions and contractual penalties must be set in the same way for both parties so that there is no obvious disadvantage to either party.

Annexes to the contract

- Detailed description of the subject given in Annex no. 1 of these conditions of the commercial public tender signed by the manager.
- All certificates submitted in compliance with the conditions of technical competence under this commercial tender.