

Mielec, 24.02.2017r.

INQUIRY NO 2/METALPOL/BGK/2017

implemented within the framework of the Project: "Technology Production of springs and elastic elements using innovative process block prestressing " No. POIR.03.02.02-00-0357/16, Sub-measure 3.2.2 "Credit for Technological Innovation" Smart Growth Operational Programme 2014-2020.

I. BASIC INFORMATION:

Purchaser: METALPOL Spółka z ograniczoną odpowiedzialnością

NIP: 8172004695

Address: 39-300 Mielec, Al. Kwiatkowskiego 13

Phone/Fax: +48 177745678(73), +48 177745676(49)

Website: <http://metalpol-sj.pl/>

Contacts:

Wojciech Sowa, e-mail: w.sowa@metalpol-sj.pl; tel. +48 17 774 56 72

Anna Zadora, e-mail: a.zadora@mtlpl.eu; tel. +48 17 774 56 80

Type of contracting authority: Private Company

The main activities of the Purchaser: 29.32.Z - Manufacture of other parts and accessories to make motor vehicles, excluding motorcycles

Contract award on behalf of other contracting authorities: no

II. SUBJECT OF THE CONTRACT

Type of contract: Delivery

Order name: Group of shaping and forming springs - 3 modules

Main place of delivery: 39-300 Mielec, Al. Kwiatkowskiego 13

NUTS code: PL325

CPV codes:

42633000-2 Bending, folding, straightening or flattening

42630000-1 Machine tools for metalworking

Information about variants/partial/complementary offers: not permitted variants, partial and complementary offers.

The term of delivery/completion: in the period from 04.01.2017 to 31.12.2017r. The modules can be delivered in stages, by prior agreement with the Purchaser. Purchaser allows changing the delivery date for reasons beyond the control of the Purchaser or upon the consent from BGK to extend the deadline for completion of tasks within the project.

Order description: The contract is for the supply of 3 module for shaping and forming springs and various shapes according to the following configuration:

- a. Module I for shaping and forming of the wire diameter of at least 3.5 mm - 8.0 mm max
- b. Module II for shaping and forming the wire diameter of at least 1.0 mm - 3.5 mm max
- c. Module III for shaping and forming a wire diameter of at least 0.4 mm - 1.5 mm max

Ad. a) Module No I for the shaping and forming of the wire diameter of at least 3.5 mm - 8.00 mm max

CPV code: 42633000-2 Bending, folding, straightening or flattening

A detailed description of the subject of the contract:

- Range of wire diameters min 3.5 - max 8.0 mm (for the wire 8,00mm min 1660 MPa)
- Wire feed speed min 90 m/min
- Maximum outer diameter of the spring sleeve 140.00 mm
- Feed axes mounted on waterproof and dust-resistant roller guides
- The ability to connect to the machine electronic transfer part in any workplace
- Axes controlled CNC:
 - o min 1 axis wire
 - o min 1 rotational axis of the sleeve (Quill)
 - o min 1 orientation axis wire - the ability to change the direction of the wire independent of the wire
 - o min 5 transverse axes and rotary central universal head
 - o min 1 axis linear cutting electronic
 - o min 1 axis trimming electronic
 - o min 4 transverse axes and rotating right and left side





- min 3 axles electronic transfer
- wire feed min 2500 kg
- possibility of interpolation transfer unit, which enables the execution of two operations at the same time
- the possibility of forming the cutting of winding the wire around a mandrel
- the opportunity to work with the system self-learning without limits of standard tools
- automatic control of production data, and automatic adjustment of parameters
- team of straightening wire for remote assistance with support for Ethernet
- tooling set from 5,0mm – 8,0 mm

Ad. b) A Module No II for the shaping and forming the wire diameter of at least 1.0 mm - 3.5 mm max

CPV code: 42633000-2 Bending, folding, straightening or flattening

A detailed description of the subject of the contract:

- Range of wire diameters min 1.0- max 3.5 mm (for wire of 3.5 mm min 1900 MPa)
- Wire feed speed min 120 m/min
- Maximum outer diameter of the spring sleeve 120.00 mm
- Feed axes mounted on waterproof and dust-resistant roller guides
- The ability to connect to the machine electronic transfer part in any workplace
- Axes controlled CNC:
 - min 1 axis wire
 - min 1 rotational axis of the sleeve (Quill)
 - min 1 orientation axis wire - the ability to change the direction of the wire independent of the wire
 - min 5 transverse axes and rotary central universal head
 - min 1 axis linear cutting
 - min 1 axis trimming
 - min 4 transverse axes and rotating right and left side
 - min 3 axles electronic transfer
 - wire feed min 1000 kg
 - possibility of interpolation transfer unit, which enables the execution of two operations at the same time
 - the possibility of forming the cutting of winding the wire around a mandrel
 - the opportunity to work with the system self-learning without limits of standard tools
 - automatic control of production data, and automatic adjustment of parameters
 - team of straightening wire for remote assistance with support for Ethernet
 - tooling set from 1.0 mm - 3.5 mm

Ad. c) Module No III for the shaping and forming the wire diameter of at least 0.4 mm - 1.5 mm max

CPV code: 42633000-2 Bending, folding, straightening or flattening

A detailed description of the subject of the contract:

- Range of wire diameters min 0.4 – max 1,5 mm (for wire of 1.5 mm min 2350 MPa)
- Wire feed speed min 120 m / min
- Maximum outer diameter of the spring sleeve 90.00 mm
- Feed axes mounted on waterproof and dust-resistant roller guides
- The ability to connect to the machine electronic transfer part in any workplace
- Axes controlled CNC:
 - min 1 axis wire
 - min 1 rotational axis of the sleeve (Quill)
 - min 1 orientation axis wire - the ability to change the direction of the wire independent of the wire
 - min 5 transverse axes and rotary central universal head
 - min 1 axis linear cutting
 - min 1 axis trimming
 - min 4 transverse axes and rotating right and left side
 - min 3 axles electronic transfer
 - wire feed min 1000 kg
 - possibility of interpolation transfer unit, which enables the execution of two operations at the same time
 - the possibility of forming the cutting of winding the wire around a mandrel
 - the opportunity to work with the system self-learning without limits of standard tools
 - automatic control of production data, and automatic adjustment of parameters
 - team of straightening wire for remote assistance with support for Ethernet
 - tooling set from 0.4 mm - 1.5 mm

III. MANDATORY CONDITIONS RELATING TO THE SUBJECT OF THE CONTRACT:

1. The warranty period min 24 months





2. After-sales service min 10 years (post-warranty maintenance coverage period will be included in the Agreement)
3. Spare parts available for at least 10 years after the warranty period (collateral warranty service period will be included in the Agreement)
4. The warranty service response time max in 2 days (coverage period post-warranty maintenance will be included in the Agreement)
5. The cost of transport, ordering, installation, setting up of machines with the launch of the test details and the completion of the training will be included in the price of the order.
6. Supplier for the positive reception of the order is obliged to carry out test runs on each module at least 2 parts indicated by the Purchaser on Purchaser materials.
7. Supplier agrees to conclude a supply contract formula presented by Purchaser in Annex 2 to the Inquiry.
8. It is required to provide detailed documentation of each module containing all the technical requirements set out in point. II of Inquiry "Description of the order."
9. Date of delivery / completion: in the period from 04.01.2017 to 31.12.2017r. modules can be delivered in stages, by prior agreed with the Purchaser. Purchaser allows changing the delivery date for reasons beyond the control of the Purchaser or upon the consent of BGK to extend the deadline for completion of tasks within the project.
10. It is required to indicate in the offering payment terms, as follows:
 - 25% 2-4 weeks after delivery of three modules. Purchaser allows the delivery of modules in phases, with the payment will take place after delivery of the last module
 - 75% 2-4 weeks after starting the machine and carrying out test samples for min 2 details indicated by the Purchaser on the materials of the Purchaser and the operation of the machine approved by the Purchaser.
11. Validity of the offer: at least 3 months

Listed in point. II and III parameters and conditions are cumulative and obligatory.

IV. CONDITIONS OF PARTICIPATION IN THE PROCEEDINGS:

The contract can be granted to the Suppliers who:

- are authorized to perform specific activities or actions covered by the contract;

The confirmation of the condition will be submitting the current output from official registrar office or a printout from CEIDG or other evidence of formal qualifications to carry out activities;

V. AWARD CRITERIA:

Criterion 1: Total net order price - weight 85 points.

The way of granting scoring: tenders will be awarded points on a scale of 0 to 85, according to the following formula:

Number of points = (lowest price / price of the assessed offer) x 85

To compare the offers will be taken into consideration net order price (without VAT). If the price quoted in currencies other than PLN, in order to compare offers, it will be converted using the average exchange rate of a protocol selection offers.

Criterion 2: The warranty period - weight 15 points.

The way of granting scoring: tenders will be awarded points according to the following methodology:

- warranty period including 24 months - 0 points.
- warranty period 25-33 months - 10 pts.
- warranty period of over 34 months - 15 pts.

For implementation will be selected offer, which obtains the highest number of points being the sum of the evaluation criteria from 1 to 2.

VI. PLACE AND TERM FOR SUBMITTING AND OPENING OFFERS:

Place for submitting offers: Offers with attachments must be submitted in paper form in a sealed envelope in person, by mail or courier to the address of the Purchaser METALPOL Sp. z o.o, 39-300 Mielec, Al. Kwiatkowskiego 13. Offers must be signed and sealed. Each document should be signed by the person authorized to sign on behalf of the Supplier. The date of submission of offers will be the date the offer reach the Purchaser. Offers submitted after the deadline specified in the Inquiry will not be considered.

Date for submitting offers: The offer must be submitted until do 27th of March 2017.



Place and date of opening the tenders: Opening of tenders will take part on 28th of March 2017 at 09:00 in the headquarters of Purchaser.

VII. INFORMATION ON THE METHOD OF SUBMISSION OF OFFERS:

The offer must be made in the template offer in Appendix 1 to the Inquiry. The offer should include the following attachments:

1. Detailed documentation of each module containing all the technical requirements set out in point. II of Inquiry "Description of the order."
2. The current printout from KRS or a printout from CEIDG or other evidence of formal qualifications to carry out the activities.
3. Statement by the absence of capital or personal ties – model document is attached as Appendix 3 to the Inquiry.
4. Model Agreement/Contract is attached as Appendix 2 to the Inquiry.

Electronic versions of the model documents in Polish and English version are available on the website of the Purchaser.

Purchaser informs that any questions about the order shall be provided in writing to the company or electronically by e-mail to: w.sowa@metapol-sj.pl, a. zadora@mtlpl.eu; The personnel authorized for contact: Wojciech Sowa and Anna Zadora.

VIII. INFORMATION ON THE SCOPE OF EXCLUSION:

Offers will be subject to rejection if:

- The content of the offer does not correspond to the content of Inquiry.
- The offer submitted by the Supplier does not meet the requirements set out in the Inquiry.
- The offer does not include all the required documents (in accordance with paragraph. VII of Inquiry "Information on how to submit a tender");
- The offer was submitted after the deadline.
- The offer was submitted by the Supplier subject to exclusion in connection with the existence of links or personal interests. Through capital ties or personal understand the interactions between the Purchaser or the persons authorized to enter into commitments on behalf of the customer or persons performing on behalf of the contracting activities related to the preparation and implementation of procedures for the selection of the Supplier , in particular by: a) participation in the company as partner in a partnership or a partnership, b) the possession of at least 10% of shares, unless the lower threshold is not required by law or has not been specified by the managing authority in the programming guidelines, c) the functions of a member of the supervisory or management proxy, attorney, d) remaining married in consanguinity or affinity in a straight line, the second degree of kinship or affinity of the second degree in the collateral line or by adoption, guardianship or custody. The confirmation of the lack of capital and personal ties is the submission of the statement by the Supplier of the absence of such connections . The model declaration is attached as Appendix 3 to the Inquiry.

IX. REMAINING PROVISIONS:

1. This inquiry does not constitute an offer within the meaning of the Civil Code and undertakes no obligation to conclude an agreement on the part of the Purchaser.
2. The Principal reserves the right to reject offers without cause, in the case of offers rejected Customer has no obligation to inform about the reasons for the rejection. If you choose the best offer supplier shall be immediately informed of this fact, and in the event of failure to comply with it, will be considered next most advantageous.
3. The Contracting Authority reserves the right to cancel proceedings if due to circumstances which are not provided or could not predict the award of the contract is not in the interests of the Purchaser or other reasons has become pointless.
4. The Contracting Authority reserves the right to the deadline for submission of offers, change the contents of the query.
5. The Contracting Authority may reject the offer, the value of which it considers to be abnormally low.
6. The Agreement may be amended by written addendum, without changes in the conditions to be evaluated in the context of the tender procedure.



7. The supplier may not, without the prior written consent Employer, transfer any of the rights or obligations of the above contract with Purchaser.
8. Purchaser allows changing the delivery date for reasons beyond the control of the Purchaser or upon the consent of BGK to extend the deadline for completion of tasks within the project.

The award of the contract can be granted only to suppliers who submit a tender in accordance with the terms of this inquiry.

Wojciech Sowa
PREZES ZARZĄDU
"METALPOL" Sp. z o.o.

"METALPOL" Sp. z o.o.
39-300 MIELEC, Al. Kwiatkowskiego 13
REGON 180090360 NIP 8172004695
Zarejestrowano w Sądzie Rejonowym w Rzeszowie
XII Wydz. KRS pod numerem 0000245848
Kapitał zakładowy 440.000 PLN

Attachments to Inquiry No 2/METALPOL/BGK/2017:

- Appendix 1 – Application Form (model document)
- Appendix 2 – Agreement/contract (model document)
- Appendix 3 - Statement about lack of capital and personal connections (model document)



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place to seal the Bidder /Contractor

OFFER*

(* in place of the dots, please enter the appropriate information)

Purchaser data:

METALPOL Spółka z ograniczoną odpowiedzialnością
39-300 Mielec, Al. Kwiatkowskiego 13

Supplier data :

Supplier Name:

Supplier Address:

TAX No (If applicable):

REGON (If applicable):

Telephone/ Fax:

We offer delivery of Module for wire forming – 3 modules according to the description of the subject in Inquiry No **2/METALPOL/BGK/2017** from **24.02.2017r.** for cumulative price:

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OBLIGATORY TERMS AND CONDITIONS according to Inquiry ¹

- Warranty period (minimum 24 months) - Indicate number of months
- After warranty service period (minimum 10 years) – Indicate number of years
- Availability of spare parts (at least 10 years after the warranty) - indicate the number of years
- Warranty service response time max in 2 days [YES / NO]
- The offer price includes the cost of transport to the registered ordering office, installation, commissioning of machines with the launch of the 2 details for the test and the completion of training [YES / NO]
- Delivery / completion (up to 31.12.2017) - Indicate the date of delivery
- Validity of offers (minimum 3 months): - indicate the expiry date
- Payment terms:

1. Tenderer to correct the offer is obliged to fill a table providing information on the fulfillment of the conditions of the query. Conditions are part of the obligatory inquiry. If you do not provide information in the Offer regarding any of the conditions specified by the Purchaser or any information that will lead to the nonfulfillment of the condition expected by Purchaser - submitted offer will be a subject to rejection



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- 25% 2-4 weeks after delivery of 3 modules
 - 75% 2-4 weeks after starting the machine and carrying out test samples for 2 min detail indicated by the Purchaser on the materials provided by Purchaser and approved correct operation of the machine by Purchaser
-

.....
(place, date)

.....
(signature, official position)

Tenderer declares that:

- *Is familiar with the an Inquiry 2/METALPOL/BGK/2017 and does not entail any reservations and received all necessary information to prepare the tender;*
- *Transport costs to the Contracting Party, run machinery with the launch of the details of the test and the completion of the training will be included in the price of the order.*
- *Accept the model contract for the supply constituting Appendix 2 to the Inquiry, is attached initialed agreement template (included in Appendix 4 to this Offers), and commits itself to sign the contract according to the model document on the date specified by the Purchaser;*
- *Accepts the indicated above conditions and terms of payment;*
- *Is entitled to perform specific activity or activities covered by the contract, proof of which shall be submitted in Appendix 2 to this Offer;*
- *There are no capital ties or persons between the parties, proof of which shall submit a signed declaration of absence of capital or personal ties (model declaration as Appendix 3 to the Inquiry);*

.....
(place, date)

.....
(signature, official position)

Attachments to the offer:

1. Detailed documentation including all of the technical requirements set out in point II of Inquiry "Description of the order."
2. The current printout from KRS or a printout from CEIDG or other evidence of formal qualifications to carry out the activities.
3. Statement by the absence of capital or personal ties - a model declaration in Appendix 3 to the Inquiry.
4. Initialed agreement template - the model contract stated in Appendix 2 to the Inquiry.

AGREEMENT

This agreement (the "**Agreement**") is concluded in Mielec on [...] r., between:

METALPOL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with registered office in Mielec, address: 39-300 Mielec, Al. Kwiatkowskiego 13, a company registered in the register of the National Court Register kept by the District Court in Rzeszów, XII Commercial Court Division of the National Court Register, under KRS number 0000245848, having identification number REGON 180090360, NIP 8172004695, represented by: Wojciech Sowa - President

- Hereinafter referred to as the "**Purchaser**"
and

[...] Address: ul. [...], A company registered in the register of the National Court Register kept by the District Court in [...] Division of the National Court Register, under KRS [...], the share capital of PLN [...], which has no identification Regon [...], NIP: [...], represented by:

[...] - [...]

- Hereinafter referred to as the "**Supplier**"-

Supplier and Purchaser are also called in this Agreement as the "**Parties**" and individually the "**Party**".

In connection with the selection of [...] r. Offer tender procedure carried out in accordance with the principle of competitiveness to the project no POIR.03.02.02-00-0357/16 pt. " Technology production of springs and elastic elements using innovative process block prestressing" carried out by the Purchaser pursuant to an agreement for financing the project under Sub-measure 3.2.2 of the Smart Growth Operational Programme 2014-2020" Credit for Technological Innovation", the parties enter into an agreement with the following content :

1. SUBJECT OF THE AGREEMENT

1.1. The subject of this Agreement is:

delivery of Module for shaping and forming springs - 3 modules as described in Description of the contract in point II Inquiry No. 2/METALPO/BGK/2017

- Hereinafter referred to as combining "**module**"

under the terms of this **Agreement** and the Offering Provider lodged in the case of procurement for the performance of the contract in accordance with an Inquiry No. 2/METALPOL/BGK/2017 which constitutes Appendix No. 1 to the Agreement.

In the event of any conflict or doubt between the contents of this Agreement and the Suppliers Offer, determines the content of this Agreement.

1.2. Supplier agrees to provide the Purchaser with the Module, and Purchaser agrees to collect the module and pay the Supplier the price under the terms of the Agreement.

1.3. Reception of module is defined as signing of the acceptance protocol, after the delivery of module with full installation and functionality tests positive. The signing of the acceptance by the Purchaser associated with the acceptance of the functionality provided module and will be possible for the tests referred to in point. III.6 Inquiry No. 2/METALPOL/BGK/2017.

1.4. Supplier declares that the module is of good quality, free from physical and legal defects, will be compatible with all approvals, standards and parameters laid down for this type of software, and will also comply with the requirements set out in the Inquiry No. 2/METALPOL/BGK/2017. Supplier declares that the module is completely brand new and does not require the purchase of additional licenses during its operation.

2. DELIVERY AND START UP

- 2.1. Place of delivery of modules: METALPOL SPÓŁKA Z ORGANICZONĄ ODPOWIEDZIALNOŚCIĄ, 39-300 Mielec, Al. Kwiatkowskiego 13.
- 2.2. The term of delivery and complete installation of module: [...]¹
Supplier is obliged to inform the customer about the delivery of each module at least 3 working days before the scheduled date of delivery.
- 2.3. Delivery of module is at the expense and risk of the Supplier.
- 2.4. Supplier at the time of issue of each module will issue all approvals, certificates, instructions, licenses that allow correct and consistent with the law use of module.
- 2.5. Supplier is obliged to install, run, and make tests in a place designated by the Purchaser in accordance with the principles set out in pt.2.2 above.
- 2.6. Delivery and installation of module will be confirmed by a protocol drawn up in writing to be valid, signed by both parties. With the signing of the protocol confirming the delivery and proper installation of module, the ownership of the module will be transferred to the Purchaser.

3. PRICE AND PAYMENT TERMS

- 3.1. The total value of the agreement amounts to a total of [...] PLN net + [...] PLN 23% VAT
These amounts include the costs associated with the proper performance of the Agreement by the Supplier, including the costs: the supply, installation, commissioning, training and conduct positive test functionality.
- 3.2. The sale price is payable on the following principles²:
 - a) partial settlement of 25% of the contract value, ie. [...] PLN gross ([...] Net + [...] PLN VAT) - within [...] days of delivery of a complete module;
 - b) the final settlement of 75% of the contract, ie. [...] PLN gross (PLN [...] Net + [...] PLN VAT) - within [...] days of preparation and signed by both Parties to the Protocol of delivery and carry positive test functionality of the operation of machine approved by the Purchaser.
- 3.3. Payment for the module followed by transfer to the Supplier's bank account indicated on the invoice. Payment shall be made with debiting the Purchaser.
- 3.4. Filing a complaint quantitative or qualitative entitles the Purchaser to suspend the obligation to pay all or part of the price until the removal of faults, defects or cause of complaint, without negative financial consequences to Purchaser. In particular, the suspension of payment by the Purchaser shall not cause the basis for interest charge for the delay.

4. GUARANTEE & WARRANTY

- 4.1. Supplier grants the Purchaser the guarantee and warranty on the module for the period [...] ³ from the date of signing the acceptance protocol.
- 4.2. The Purchaser may notify the Supplier of the defect in writing, documentary or electronic form.
- 4.3. Removal of defects for its validity must be confirmed by the protocol signed by both parties.
- 4.4. If the Supplier does not remove defects within module, the Purchaser may order the removal of defects to a third party, at the expense and risk, without having to apply for judicial authorization to perform the replacement.
- 4.5. The Supplier shall repair or replace elements slots free from defects within the shortest possible, but no later than 14 days from the filing the complaint by the Purchaser.

¹ The term compatible with the term contained in the Offer filed in response to the inquiry No 2/METALPOL/BGK/2017

² The payment methods compatible with the term contained in the Offer filed in response to the inquiry No 2/METALPOL/BGK/2017

³ The guarantee term compatible with the term contained in the Offer filed in response to the inquiry No 2/METALPOL/BGK/2017

- 4.6. Exercise of the powers conferred to the Purchaser under the guarantee / warranty, in particular repair or replacement of module on the new free from defects results in the period of the guarantee and warranty begins anew.
- 4.7. Service response time for applications is [...] ⁴. In case of delay in response to the Purchaser has the right to use another service and charge it to the expense of the Supplier.
- 4.8. After sales service is [...] ⁵.
- 4.9. Spare parts available [...] ⁶.

5. PENALTIES

- 5.1. Supplier shall pay contractual penalties:
 - a) for the delay in delivery of the module, the delay in the installation, commissioning and testing functionality of the module - 1.00% respectively, the price of the module for each day of delay,
 - b) for the delay in removing defects in module - 1.00% respectively, the price of the module for each day of delay,
 - c) in the case of termination of the Agreement relating Supplier fault - 10.00% of the price specified in section 3.1 of this Agreement.
- 5.2. If the amount of the contractual penalty does not cover damage to the Purchaser, he is entitled to additional compensation of the full damage.

6. RIGHT OF WITHDRAWAL

- 6.1. Purchaser has the right to withdraw from the Agreement:
 - a) the situations envisaged by the provisions of the Civil Code,
 - b) submit to the Supplier a bankruptcy petition or application for liquidation, as well as in the case of possession of the Purchaser information to justify making such a request, or
 - c) the Supplier is late with the delivery of the module or delayed in removal of defects in module more than thirty (30) days.
- 6.2. Each party has the right to terminate the Agreement in whole or in part, if the circumstances of force majeure preventing the execution of the Agreement (by the party exercising the right of withdrawal or the opposite direction) for at least two months.

7. CONTACT DETAILS TO THE AGREEMENT

- 7.1. All correspondence related to this Agreement between the Parties will be delivered to the following addresses:

Provider: [...]

[...]

E-mail: [...]

Purchaser:

METALPOL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

39-300 Mielec, Al. Kwiatkowski 13

E-mail: [w.sowa@metalpol-sj.pl]

Correspondence is effectively delivered to the addresses/numbers indicated above until the notification by the Party to change its address/number. The notice must be in writing to be valid and take effect from the date of receipt of that notice to the other Party.

⁴ Service response compatible with the term contained in the Offer filed in response to the inquiry No 2/METALPOL/BGK/2017

⁵ After sales service compatible with the term contained in the Offer filed in response to the inquiry No 2/METALPOL/BGK/2017

⁶ Spare parts availability compatible with the term contained in the Offer filed in response to the inquiry No 2/METALPOL/BGK/2017

8. CONTACT

- 8.1. The persons responsible for cooperation on the part of the Supplier are: [...]
- 8.2. The persons responsible for cooperation on the part of the Purchaser are: [Wojciech Sowa].

9. FINAL PROVISIONS

- 9.1. Any disputes relating to this Agreement shall be settled by the court competent for the place of the Purchaser.
- 9.2. Purchaser does not allow implementation of the subject of the Agreement in the form of subcontracting in relation to any part and the whole subject of the Agreement.
- 9.3. Any changes or additions to this Agreement shall require the consent of the Supplier and the Purchaser and the written form to be valid.
- 9.4. This Agreement is made in two identical copies, one for each Party.
- 9.5. An integral part of the Agreement are the following annexes:
Appendix 1 - Offer Provider and attachments.
Appendix 2 - Inquiry No. 2/METALPOL/BGK/2017 with attachments.
In the event of discrepancies between the Agreement and the contents of its annexes, decisive importance is the content of the Agreement.

Supplier

Purchaser





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place to seal the Bidder / Contractor

STATEMENT ABOUT LACK OF CAPITAL AND PERSONAL CONNECTIONS

By entering the award of a contract to supply Modules for wire forming - 3 modules according to the description of the order contained in the Inquiry No. 2/METALPOL/BGK/2017 dated 24.02.2017r. acting on behalf of¹ called/referred to as "Supplier", declare (s) that:

The Supplier is not affiliated with the Purchaser personally or financially, assuming that the capital and personal links are understood as a relationship between the Purchaser or the persons authorized to contract on behalf of the Purchaser or persons performing on behalf of the Purchaser activities related to the preparation of the procedure for selecting the Supplier and the Supplier in particular by:

- a) participation in the company as a partner or partnership;
- b) the possession of at least 10% of shares;
- c) the functions of a member of the supervisory or management proxy, the proxy;
- d) remaining married in consanguinity or affinity in a straight line, consanguinity or affinity in the collateral line to the second degree or by adoption or guardianship.

On behalf of the Supplier:

.....
(place, date)

.....
(signature, official position)

¹ Please put full name of the Company

