

Contract
to the offer letter No./_____/2018
concluded on _____ 2018 in Rumia
between:

Remontowa LNG Systems Sp. z o.o. with registered office in (84-230) Rumia at Sobieskiego Str. No. 42, Poland, with registered capital of 2.450.000 PLN, paid in full, registered within the National Court Register conducted by the Gdansk-North District Court in Gdansk, VIII Economical Department of the National Court Register under the KRS No. 0000073696, NIP: 958-000-39-70, represented by:

Krzysztof Gerowski – Chairman of the Board,
Anna Kotlewska – Member of the Board,
hereinafter referred to as „**the Ordering Party**”

and

.....
.....
.....

jointly referred to as “**the Parties**”,

This Contract (“the Contract”) has been concluded with the Supplier selected in market according to the task implemented by the Ordering Party, under the grant from the Innovation and Networks Executive Agency (“INEA” or “Agency”) for the action No. 2016-PL-TM-0268-S entitled: „*The construction of a pilot docking station, as a part of an LNG distribution system based on cryogenic tank containers*” the Parties agreed as follows.

§ 1
SUBJECT OF THE CONTRACT

1. The subject of this Contract is supply by the Supplier to the Ordering Party equipment described in enclosed to the Contract Attachment no 1, as well as the performance of other obligations, under conditions described in the Contract and indicated in the documents enclosed to the Contract (“Subject of the Contract”).

§ 2
OBLIGATIONS OF THE SUPPLIER

1. The Supplier undertakes to perform the Contract in accordance with generally applicable legal provisions in force and with due diligence, as well as with observance of safety regulations.

2. The supplier is obliged to perform the Contract in accordance with the requirements described in the Attachment no 1.
3. The Supplier shall provide the Ordering Party the subject of Contract, which he proposed in the offer submitted in the said proceedings and is complied with the Ordering Party requirements.

§ 3

REMUNERATION

1. The Ordering Party shall pay the Supplier for the performance of the Contract the remuneration in the amount of _____ EUR, which shall be increased by the amount of VAT in the amount of _____ EUR. The above-mentioned remuneration is unchanged and constitutes the total remuneration due to the Supplier for performance of the subject of Contract and shall not be subject to any changes and negotiations between the Parties. In particular, contractual remuneration also includes the payment for granting the license and all costs of the Supplier.
2. The Ordering Party shall pay the due remuneration to the Supplier by bank transfer within 30 days from the date of delivery of a properly issued VAT invoice, to the Supplier's account indicated on the VAT invoice.
3. Supplier shall be entitled to issue a VAT invoice after signing the relevant Acceptance Protocol by the Parties without the Ordering Party remarks.
4. The day on which the Ordering Party bank account is debited shall be deemed as the date of payment of the Supplier's remuneration.

§ 4

DELIVERY

1. The Supplier is obliged to notify the Ordering Party in writing readiness to deliver the complete subject of the Contract in advance, not less than three working days before delivery.
2. The acceptance of the subject of Contract shall be carried out by employees authorized by Ordering Party through written acceptance protocol. The day of signing the acceptance protocol by the Parties is the day of delivery the subject of Contract. The Ordering Party shall not unreasonably withhold, delay or deny such acceptance if the delivery and services have been performed in satisfactory manner and comply with the requirements of the Contract.
3. In case of major defects due to Supplier's fault in the subject of Contract during the Acceptance proceedings, the Ordering Party may refuse to accept it.

4. The Supplier shall perform the Contract within ___ working days from the day of signing the Contract. The date of execution of the Contract is the day of signing the Acceptance Protocols by the Parties without important remarks.
5. Delivery of orders will be DAP Remontowa LNG Systems, Sobieskiego 42, 84-230 Rumia, Poland.

§ 5

GUARANTEE AND WARRANTY

1. The Supplier provides the Ordering Party a quality guarantee for the entire subject of the Contract during the period of 24 months from the date of signing the acceptance protocol or 30 months from the delivery date (DAP), whichever period shall first expire (the "Warranty Period") The Warranty Period also covers claims for latent defects impairing the subject of the Contract.
2. Before signing an Acceptance Protocol The Supplier will submit to the Ordering Party warranty document. Warranty document cannot settle other legal provisions in particular contradictory to provisions in this Contract.
3. The Supplier guarantees the highest quality of the Subject of Contract in accordance with the Contract.
4. The Supplier guarantees the Ordering Party that the subject of Contract is free of physical and/or legal defects. The Ordering Party may execute the rights under the guarantee regardless of the rights under the warranty regulated in polish civil code. In case of defect the reaction of the Supplier to remove the defect shall be effected, as soon as practicable in 7 working days form notification, and the removal of defect shall be done in 14 working days from receiving the information from the Ordering Party, or within a reasonable time taking into account the seriousness of the defect to be cured, however not longer than 30 days from notification.
5. The Ordering party may do notification of defect via e-mail form the e-mail address j.turek@rls.rh.pl or office@rls.rh.pl to e-mail address: _____ .

§ 6

LIQUIDATED DAMAGES

1. For each day of delay in performance of the Subject of the Contract in relation to the dates set in § 4.4 of this Contract for reasons attributable to Supplier, the Supplier undertakes to pay the Ordering Party a liquidated damages in the amount of 0,2 % of the total net remuneration specified in § 3.1 of this Contract per day of delay.
2. The Supplier agrees to the deduction of liquidated damages from the remuneration by the Ordering Party.

3. The total sum of liquidated damages may not exceed 10 % of the total net remuneration specified in § 3.1 of this Contract.

§ 7

JURISDICTION

This contract is subject to Austrian law and should be interpreted in accordance with Austrian law. Any disputes that may arise during the implementation of this contract which cannot be settled amicably, will be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, Vienna, by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be held in Vienna, Austria, in the English language. The arbitrators' decision shall be final and binding on both parties.

§ 8

RESCISSION AND TERMINATION OF CONTRACT, SUBSTITUTED EXECUTION, SUSEPENSION

1. Subject to the issuance of a prior written notice to the SUPPLIER's attention, providing for a opportunity to remedy the default in 7 days after receiving that notice the Ordering Party may rescind from the Contract in part or in whole by written notice of default sent to the Supplier, until the expiry date of the quality guarantee, in the event of non-performance or improper performance of this Contract by the Supplier for reasons attributable to him, in particular if:
 - the delay in the performance of the Contract in relation to the dates specified therein exceeds 14 days,
 - the Supplier hired a subcontractor or third person (other than Supplier's personel) without the Ordering Partys consent expressed in writing under pain of nullity,
 - the Supplier does not comply with material obligations under this Contract and is not able to remedy the breach within thirty (30) working days after the SUPPLIER has received a written notice from the Ordering Party setting forth the particulars of the breach and a reasonable time period to cure.
 - The Agency has rescind the Grant Agreement.
 - The time of suspension under par. 8.4 of the Contract exceeds 12 months.
2. In case the Supplier executes the Subject of the Contract improperly, does not remove faults and defects of the Subject of the Contract within dates specified by the Ordering Party, stops its execution without reason, withdraws without reason from execution of whatever part of the Subject of the Contract, or does not begin the execution of the Subject of the Contract for reasons attributable to Supplier, then – after the Supplier fails to correct the above mentioned faults within thirty working days after the SUPPLIER has received a written notice from the Ordering Party – the Ordering Party has the right to proceed, with substituted execution of the Subject of the Contract, to resume its realization, to correct it or to make up for lost time, with the Supplier bearing

all reasonable, and unavoidable costs and at his risk. The Ordering Party has the right to assign substituted execution of the Subject of the Contract to a third party or to perform it on its own.

3. In any case of termination for default of the SUPPLIER substituted execution of the Subject of the Contract performed either by the Ordering Party itself or by a third party, does not derogate from the Ordering Party's right to demand contractual penalties from the Supplier, renounce the Contract or to seek redress for any damages from the Supplier. In the other case of termination of the Contract , the Ordering Party shall pay the SUPPLIER for that portion of the Contract Price allocable to the Equipment delivered and works performed prior to the termination notice.
4. The Ordering Party has right to suspend the execution of the Contract in case the same right will be executed by Agency against the Ordering Party under the Grant Agreement. The notification of the suspension of the Contract will be in writing under pain of nullity. The Ordering Party shall reimburse to the SUPPLIER the costs directly incurred as a result of the suspension, i.e., without limitation, the costs of the demobilization and remobilization due to said suspension but may not exceed 10% of the total net remuneration specified in § 3.1 of this Contract..

The suspension of the Contract may be executed by the Ordering Party for the period indicated by the Agency in notification against the Ordering Party, however not longer than 24 months from signing the Contract.

§ 9

CONFIDENTIALITY CLAUSE

The Parties undertake to keep confidential information regarding the terms of this Contract and any commercial, technical and organizational information about another Party of the Contract and its suppliers and recipients, which confidential nature results from the circumstances, purpose or content, and in which the Parties received, in connection with conclusion and implementation of this Contract. The obligation specified in the above-mentioned sentence does not apply to information that is commonly known and to make information available at the request of authorized entities on the basis of generally valid provisions.

The confidentiality obligation remains in force five (5) years after the expiration or termination of this Contract.

All process and engineering designs, drawings, computer programs and specifications and other technical and commercial information and data furnished under the Contract including the Technical Documentation as well as the maintenance and operating instructions and other technical and commercial information and data furnished under the Contract or under the Proposal to the Ordering Party by Supplier shall be and remain the intellectual property of Supplier or its sub-suppliers or licensors, as the case may be. Under the Contract, the Ordering Party shall have the right to copy and use the Information for realization, operation and maintenance of the subject of the Contract.

In the event that the subject of the Contract or any part thereof when properly used in accordance with the Technical Documentation is subject to patent rights of a third party and this could reasonably have been known by Supplier at the date of signing the Contract, Supplier shall, to the exclusion of any further claims, at its option either make available to Ordering Party the rights in question, or modify the Scope of Supply at its own cost so as to make it not infringing, or defend the Ordering Party from such suit or action against the Ordering Party for infringement of third party patents, always provided, however, that:

- The Ordering Party shall have given Supplier prompt and timely notice of any such suit or action;
- The Ordering Party shall not settle or compromise any such suit or action without Seller's prior written consent,
- The alleged infringement does not relate and is not based on any modifications or expansions of the goods made by the Ordering Party

§ 10

Agency, European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors may exercise their rights under Article II.27 of the Grant Contract concluded between INEA and Ordering Party (Grant Agreement) and other obligations towards the Supplier, specified in Attachment No. 5.

§ 11

LIMITATION OF LIABILITY

There are no warranties and/or guarantees by Supplier other than those expressly set forth in the Contract.

The remedies of buyer as set forth herein are exclusive and the total cumulative and aggregate liability of Supplier in connection with the Contract including liquidated damages shall not exceed 100 % of the contract price.

Notwithstanding anything contained in the Contract, in no event shall supplier be liable to buyer by way of indemnity or by reason of negligence or breach of contract or in tort or otherwise for loss of production or products, loss of profits, damages or losses claimed by third parties, loss of use, loss of contracts, increased cost of operation, maintenance or staffing needs, any other financial or economic loss, or any indirect, incidental, special, punitive or consequential damages of any description and howsoever arising in connection with the Contract.

§ 12

FINAL PROVISIONS

1. Amendments or additions to this Contract require a writing Annex under pain of nullity.

2. Possible disputes that may arise from this Contract, the Parties will try to resolve amicably, and in the event of inability to amicable settlement, the dispute will be settled by the court competent for the seat of the Ordering Party.
3. The Parties declare that the addresses of registered offices indicated at the beginning will be treated as addresses for the receive of all letters related to this Contract.
4. If one or several of the provisions of the Contract prove invalid or ineffective, the remaining part of the Contract shall be valid and effective, and the Parties shall take action, if necessary, to change the relevant provisions of the Contract.
5. As the coordinator in the implementation of this Contract and for direct contact with the Ordering Party, the Supplier designates: _____ mobile:;
6. As the coordinator in the implementation of this Contract and for direct contact with the Supplier, the Ordering Party designates: Jakub Turek, mobile: 506 394 941, e mail: j.turek@rls.rh.pl.
7. Neither Party shall be entitled to transfer rights or obligations under this Contract to third parties without the written consent of the other Party under pain of nullity.
8. The Supplier has no rights vis-à-vis the INEA under the Contract.
9. Titles under the following paragraphs of this Contract are only indicative and do not affect the interpretation of the provisions of this Contract.
10. In matters not covered by this Contract, the provisions of the Civil Code and other generally applicable laws shall apply.
11. The parties accept the following priority of contractual documents in the event of a contradiction as to their content or interpretation doubts: act of the Contract with Attachment no 5, Attachment no 1, Acceptance Protocol, Offer, Anti-Corruption Clause. All above-mentioned attachments are integral part of the Contract.
12. This Contract was drawn up in two identical copies, one copy being for the Supplier, and the other one for the Ordering Party.

Attachments:

1. Tender Form
2. Declaration on the lack of relations with the Ordering Party.
3. Supplier's offer,
4. Anti-corruption clause + Declaration.
5. Rules and obligations of the supplier according to the procedures of the Innovation and Networking Executive Agency

SIGNATURES

THE SUPPLIER

THE ORDERING PARTY