

## Agreement for the creation of injection moulds

Concluded on ..... in.....

by and between:

**(1) Optiguard Sp. z o.o.**, with its registered office in Toruń at ul. Aleksandrowska 6-10, 87-100 Toruń

NIP No. (TAX ID No.): 956-213-03-91. Entered into the National Court Register kept by the District Court in Toruń, VII Commercial Department under KRS No. (National Court Register No.): 217442

represented by:

Romuald Gierszal - President of the Management Board

hereinafter referred to as the **Contracting Party**,

and

(2) .....

[first name and surname/company; residence address/registered office and address; register number and register name;  
CEIDG/REGON; NIP/share capital]

represented by:

.....  
[first name and surname, authorisation to representation]

hereinafter referred to as the **Contractor**,

with the following content:

### § 1

The Contractor undertakes to create an injection mould (hereinafter referred to as the Work) in accordance with the technical drawing provided by the Contracting Party, constituting Annex 1 to this Agreement “**Technical Drawing**.”

### § 2

1. The Contractor shall create the injection mould. The 2D technical drawing and



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technical description of the moulding being the subject matter of the Agreement constitutes Annex 2 to this Agreement “**Technical drawing of the moulding.**”

2. The Contractor shall create moulds and samples of details within a time limit of no more than 30 days as from the date of conclusion of the Agreement.

### § 3

1. A person authorized to cooperate in the creation of the Work from the Contracting Party is .....(e-mail address .....@....., phone number: .....).
2. A person authorized to cooperate in the creation of the Work from the Contractor is .....(e-mail address .....@....., phone number: .....).

### § 4

1. The Work shall be created within a period of not more than 30 days as from the date of the conclusion of this Agreement.
2. The reception of the Work shall take place within 7 days from the date of informing the Contracting Party by the Contractor of the completion of works referred to in paragraph 1. By reception of the Work, the Parties mutually understand the approval of quality of details produced with the use of an injection mould referred to in paragraph 1 and 2 of this Agreement. The reception of the Work and the assessment of quality of the performance of details shall be performed by the Contracting Party on the basis of 20 pieces of details supplied to him by the Contractor free of charge.
3. The following determinants of construction, quality and detail characteristics shall be subject to assessment:
  - A. the quality of surface of the details
  - B. lack of rough edges and burrs,
  - C. the quality of fitting of individual components constituting a set of detail.
4. In the case of stating by the Contracting Party the necessity to carry out adjustments to the quality of received details, it shall inform the Contractor, and the Contractor shall implement



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the reported adjustments within 7 days after their notification by electronic means and shall submit them for approval to the Contracting Party.

## § 5

1. The Parties agree to the remuneration amounting to ..... (in words: .....) net, increased by VAT, applicable at the time of issuing the invoice.
2. After signing the Agreement, the Contractor shall receive 50% of remuneration on the basis of the advance invoice delivered to the Contractor for the purchase of materials necessary for the creation of the mould.
4. The remaining part, i.e. 50%, of the remuneration the Contractor shall receive upon the completion of the creation of the mould and after the performed tests of details positively approved by both Parties in accordance with the provisions of section 4 of this Agreement, on the basis of a properly issued final VAT invoice reduced by the above mentioned part of remuneration.
5. The Contracting Party shall transmit individual parts of remuneration to the Contractor's bank account No. .... with the bank ..... within 7 days on the basis of individual invoices of the Contractor.

## § 6

1. In the event of non-performance of the Work within the indicated period of time, the Contractor shall pay the Contracting Party a penalty in the amount of 1% of the contract value of the Work for each day of delay.
2. In the event of non-performance of the Work within 30 days from the expiry of the period laid down in the agreement, the Contracting Party may renounce the agreement without designating additional time to perform the Work.
3. The Contractor, in the event of the Contracting Party renouncing the agreement, shall pay a contractual penalty in the amount of 30% of the agreed remuneration.

## § 7



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The Contractor shall not entrust either in whole or in part the implementation of Work to third parties without a prior written consent of the Contracting Party.

#### § 8

1. The Contractor shall provide 24 months guarantee or 100 000 production cycles for the created mould, which period shall start from the date of issue of the final invoice referred to in paragraph 5 section 4 of the Agreement. Damage caused by an incorrect operation of the mould, mechanical damage and neglect of the mould maintenance shall not be subject to guarantee. In the case of leaving the production at the Contractor's, the guaranty for the mould shall be 24 months or 100,000 production cycles and the cost of the mould repair shall be covered by the Contractor.

#### § 9

1. The owner of the mould is Optiguard sp. z o.o.
2. Tests of the mould shall be carried out on the premises of the Contractor.
3. The performer of the mould acting as a professional entity, guarantees the quality of details at a high level in accordance with the current state of technical knowledge and due diligence.
4. Date of details delivery: within 8 weeks from the date of placing an order.
5. Transport: at the expense of the Contractor.
6. The details will be resistant to the exposure to UV.
7. The Contractor guarantees the maintenance of colours of details according to RAL template and details samples.

#### § 9

Any amendment to this Agreement shall only be made in writing under pain of nullity.

#### § 10

In matters not regulated by this Agreement, the following will be applied: the provisions of the Act of 23.4.1964 - the Civil Code (i.e. Journal of Laws of 2014 item 121).

#### § 10

Any disputes arising between the Parties shall be settled by the court having jurisdiction over the registered office of the Contracting Party.



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§ 11

The Agreement has been drawn up in 2 identical copies, one for the Contracting Party and the Contractor.

(1) .....

[signature of the Contractor's representative]

CONTRACTOR

(2) .....

[signature of the Contracting Party's representative]

CONTRACTING PARTY



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