Obraz zawierający tekst, Czcionka, logo, Grafika

Zawartość wygenerowana przez sztuczną inteligencję może być niepoprawna.

|  |  |
| --- | --- |
| **Oredring Party’s Data** | **Contractor’s data** |
| **ORLEN Południe Spółka Akcyjna**  Tel.: +48 24 201 00 00, +48 24 201 00 01  Fax: +48 24 367 74 14  [www.orlenpoludnie.pl](http://www.orlenpoludnie.pl)  ul. Fabryczna 22  32-540 Trzebinia  …………………………………  Tel.: …………………… | **…………………………...**  **ADDRESS**  …………………………  E-mail: ………………………… |
| E-mail: …………………… |  |

ZAMÓWIENIE ……………………

Data zamówienia: 2023-01-02

In reference to your proposal, we are hereby submitting our Order for services / goods\*, as set forth below. Please refer to the number of this Order, as specified above, in all correspondence, notifications and VAT invoices.

The Ordering Praty hereby declares that he is an active VAT taxpayer and holds a tax identification number (NIP), as indicated in the footnote on the first page of this Order.

Contractors ref: …………………

Our ref.: ……………………

Signatures:

|  |  |
| --- | --- |
| …………………………………… ……………………  The Contractor (signature date) | ……………………………… ……………………  The Ordering Party (signature date) |

1. Subject of the order

**Waluta zamówienia: EUR**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Pos.** | **Date** | **Material** | **Quantity** | **Unit.** | **Unit proce net** | **Net vaule** | |
| **1.** | date of execution:  ………………. | ……………………………………….. | **1** | **set** | **………… EUR** | **………… EUR** | |
|  | **Total net value. EUR** | | | | | | **………… EUR** | |
|  | **In words: ……………………………………….** | | | | | | | |

1. ***Scope:***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

1. ***Contractor's obligations:***
2. The Contractor is obliged to perform the entire full scope of the subject of the order, in accordance with the material scope, the description of which is included in Appendix No. 2 to this order.
3. The Contractor shall provide all materials, machines and equipment necessary to perform the subject of the Order on its own.
4. The Contractor is obliged to obtain appropriate consents and permits from the relevant administration authorities (if required) and from the Ordering Party a written permit for work in accordance with the Ordering Party's Internal Regulations constituting the subject of the Order.
5. The Contractor shall ensure that the work is carried out using its own resources, while the use of subcontractors requires the prior and express consent of the Ordering Party, in accordance with the provisions below.
6. In order to entrust the work to a specific subcontractor, the Contractor, before the subcontractor starts performing the work, shall notify the Ordering Party in writing, under penalty of nullity, 7 days in advance before the subcontractor starts the work, of the detailed subject of the work commissioned to the subcontractor, together with an indication of which parts of the Subject of the Order indicated the Contractor intends to entrust to the subcontractor. In the event that the Ordering Party does not submit an objection to the Contractor within 7 days of receiving the notification or in the event that the Ordering Party consents in writing to the performance of the above-mentioned works by the subcontractor, it is considered that the subcontractor has been accepted and may commence the performance of the Subject of the Order.
7. By entrusting the performance of the works to a subcontractor, the Contractor shall not be released from any obligation, liability or commitment resulting from the Order and shall remain fully liable for any actions or omissions of the subcontractors as for its own actions and omissions.
8. The Contractor shall ensure that the subcontractor shall not entrust any works to a further subcontractor.
9. The removal of damage caused by the Contractor's fault shall take place during the implementation in accordance with this Order at the time agreed by the Parties and at the Contractor's expense.
10. ***Salary:*** for the execution of the order (performed on the basis of the Contractor's offer dated \_\_\_\_\_\_\_\_\_\_\_ submitted on the CONNECT Platform constituting Annex No. 1 to this Order, prepared on the basis of procedure No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the Contractor will receive remuneration in the amount of EUR \_\_\_\_\_\_\_\_\_\_\_ net (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_ 00/100), net increased by VAT at the rate applicable on the date of invoice issue.
11. ***Execution date:* until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*.***
12. ***Place of execution of work:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
13. ***Conditions of work execution*:** the work will be performed in accordance with the requirements and principles contained in the documents:

* Environmental, Occupational Health and Safety Principles in ORLEN Południe S.A.
* Regulations on individual and material traffic at ORLEN Południe S.A

1. ***Payment terms:*** by transfer \_\_\_\_ days from the date of received properly issued invoice; the confirmation of collection of documents which are listed in point 13 and which make it possible to deem the goods delivered is the basis for issuing the invoice. The date of debiting the Ordering Praty bank account shall be considered the date of payment.

Acting pursuant to Article 4c of the Act of 8 March 2013 on counteracting to excessive delays in commercial transactions (Journal of Laws of 2021, item 424 as amended), ORLEN Południe S.A. declares that it has the status of a large enterprise..

The original invoice in an envelope marked "INVOICE" should be delivered to the following address:: **ORLEN Centrum Usług Korporacyjnych Sp. z o.o., ul. Łukasiewicza 39, 09-400 Płock**.

1. ***Warranty***: The Contractor grants the Ordering Party a \_\_\_\_\_\_\_ month warranty for the works constituting the Subject of this Order, counting from the date of signing the final acceptance protocol. The Contractor is obliged to start removing defects revealed during the warranty period within 3 working days from the date of their notification and remove them within an agreed period, no longer than 14 calendar days, under penalty of the Ordering Party ordering their replacement at the cost and risk of the Contractor***.***.
2. ***Contractual penalties:***

9.1) Wykonawca zapłaci Zamawiającemu następujące kary umowne:

* 1. The Ordering Party shall charge the Contractor a contractual penalty for each day of delay in completing the subject of the Order of 0,5% of the net value of the order.
  2. If commencing execution is delayed more than 5 days, the Ordering Praty shall have the right to withdraw from the contract and to charge a contractual penalty of 20% of the net value of the not executed commencing,
  3. for breach of other health and safety regulations, fire regulations - not specified in the Environmental and Health and Safety Rules, environmental regulations - in the amount of PLN 3,000.00 (three thousand) per case.
  4. In addition, the Ordering Party may charge the Contractor and demand payment of contractual penalties in case of delay in removing the defects identified by the Contractor upon acceptance of the Services or during the guarantee period – amounting to 0.2% of the net value (price) for each day of delay, calculated from the date set for the removal of defects. The total amount of contractual penalties for the Contractor’s delay in removing the defects identified upon acceptance of the Goods/Services cannot exceed 20% of the net value (price) of the Goods.
  5. In case of provision of Services in the Purchaser’s premises, the Contractor may be charged with the sanction provided for in the Environmental, Health and Safety Rules and Regulations on the premises of ORLEN Południe S.A.,

9.2) The Contractor agrees to the Ordering Party deducting contractual penalties from the Contractor's Remuneration.

9.3) Regardless of the contractual penalties specified in the Order, the Ordering Party has the right to claim compensation for damage exceeding the amount of the reserved contractual penalties, caused as a result of non-performance or improper performance of the obligation, on general terms.Bank fees: The Ordering Party shall cover only the costs of its bank, all other costs of transferring funds shall be borne by the Contractor.

1. The Parties undertake to strive to amicably resolve any disputes. If no agreement is reached, the competent court for the Ordering Party's registered office shall be the competent court for hearing the dispute.
2. The persons indicated in this Order declare that they are authorized to represent the Ordering Party and the Contractor, respectively.
3. The Parties declare that the addresses indicated at the beginning of this Order are appropriate for deliveries.
4. Any change or supplement to this Order must be made in writing under penalty of nullity.
5. In the event that the Contractor is a domestic entity, the Contractor guarantees and is responsible for the correctness of the applied VAT rates, which means that in the event that the tax authorities question the Ordering Party's right to deduct tax on the grounds that, in accordance with the regulations, a given transaction was not subject to taxation or was exempt from tax, the Contractor, upon the written request of the Ordering Party and within the time specified therein, shall make an appropriate correction to the invoice and return the resulting difference to the Ordering Party within 30 days from the date of delivery of this request. In the event that the Contractor refuses to issue a correction invoice, the Contractor agrees to return to the Ordering Party the equivalent of the VAT disputed by the tax authorities, and this refund shall be made on the basis of an accounting note issued by the Ordering Party, within 30 days from the date of its delivery to the Contractor. In each of the above cases, the Contractor shall also return to the Ordering Party the equivalent of sanctions, interests, penalties and other additional charges incurred by the Ordering Party or imposed by the tax authorities, and this refund shall be made in the manner described in the previous sentence
6. The Ordering Party declares that it is an active VAT payer and has a Tax Identification Number: **628-00-00-977**.
7. ORLEN Południe S.A. declares that it has the status of a large entrepreneur.
8. The Contractor declares that he is an active taxpayer of the goods and services tax (VAT) and has a Tax Identification Number (NIP), which he will indicate in the Order/ or is an exempt taxpayer of the goods and services tax (VAT), which he will confirm before placing the Order.
9. Confirmation of the acceptance of the Order by the Contractor is tantamount to acceptance of the conditions specified in the Order.
10. Transfer of receivables from this Order requires prior written consent ORLEN Południe S.A. under penalty of nullity.
11. The Contractor guarantees that there are no valid patents or other industrial property rights, copyrights and other related rights and know-how of third parties that could be infringed by the Ordering Party as a result of using or disposing of the completed Subject of the Order (Work, Construction Works, Supplies or Documentation). The Contractor hereby undertakes to release the Ordering Party from liability in the event of any allegations or reservations of third parties being presented to the Ordering Party in connection with the infringement of the aforementioned rights and to pay any possible costs (including legal services) and damages awarded to the detriment of the Ordering Party. 22) The Contractor declares that throughout the term of the Order, it will have a valid civil liability insurance policy related to conducting business activity for the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ securing any claims of the Ordering Party in the event of damages related to the performance of the Subject of this Order by the Contractor (including its employees) or its subcontractors (constituting Annex No. 3 to this Order). Failure to submit a document confirming the possession of insurance in accordance with the conditions presented above within 7 days of the request shall constitute grounds for withdrawal from the Order due to the Contractor's fault and shall entitle the Ordering Party to charge the Contractor with a contractual penalty in the amount of the damage incurred.

The Contractor undertakes to comply with the principles of confidentiality and protection of the Ordering Party's image, the content of which constitutes Annex No. 4 to this Order.

1. The annexes listed below constitute an integral part of the Order, and the Contractor hereby declares that the documents indicated below as Annex No. 4, 5, 6, 7, 8 were provided to him by the Ordering Party in electronic form as part of the purchasing procedure in a manner enabling their storage and reproduction, the Contractor has familiarized himself with the documents indicated below before the date of receipt of the Order, undertakes to comply with the principles/requirements contained therein, and in connection with the above, the above documents have not been attached in print to the Order.

Appendixes:

Appendix No. 1 - Final offer of the Contractor.

Appendix No. 2 - Material scope.

Appendix No. 3 - Contractor's liability insurance policy.

Appendix No. 4 - Protection of Information.

Appendix No. 5 - Environmental, Occupational Health and Safety Principles in ORLEN Południe S.A.

Appendix No. 6 - Regulations on individual and material traffic at ORLEN Południe S.A

Appendix No. 7 – Information Clause.

Appendix No. 8 – Anti-corruption clause