

CONTRACT No. PTAC2018/03MI

Riga

24.08.2018.

Based on the results of the public procurement organized by the Consumer Rights Protection Centre “WLAN 5GHz testing” (procurement identification No. PTAC2018/03MI), the Consumer Rights Protection Centre, registration number 90000068854, represented by its Director Baiba Vītoliņa according to the regulations No.632 of the Cabinet of Ministers of August 1, 2006 “By-law of the Consumer Rights Protection Centre” (hereinafter – the CUSTOMER), on the one hand, and National Institute of Telecommunications (in short NIT), registration number KRS:0000023097, represented by its Director dr Jerzy Edmund Źurek and Chief Accountant Ms Liliana Lejman (hereinafter – the CONTRACTOR), on the other hand, (hereinafter jointly referred to as the PARTIES), conclude this contract (hereinafter – the Contract), on the following:

1. Subject of the Contract

The CUSTOMER assigns and the CONTRACTOR undertakes to perform radio equipment (WLAN 5GHz) testing services at its laboratory using the samples submitted by the CUSTOMER in accordance with the Annex No.1 (hereinafter – the WORK) for the maximum contract price in the amount of 41999,99 EUR (forty-one thousand nine hundred ninety-nine Euros and 99 cents), excluding VAT.

2. Rights and obligations of the CONTRACTOR

2.1. To perform the WORK with due diligence, in compliance with all confidentiality and quality requirements under the standard EN ISO/IEC 17025:2005 “General requirements for the competence of testing and calibration laboratories”.

2.2. To perform the WORK in accordance with the application for an expertise. The deadline for the WORK task (including documentation of the WORK results, preparation of testing report and opinion) is 40 (forty) days from the receipt of the sample and the expertise task. If there are (technical) reasons why CONTRACTOR can't perform the WORK within the prescribed period (40 days) and CONTRACTOR has informed CUSTOMER about these reasons, then by written agreement time limit of the work completion may be extended.

2.3. To document the WORK results in accordance with the standard EN ISO/IEC 17025:2005 “General requirements for the competence of testing and calibration laboratories” and not later than 3 (three) business days after completion of the testing (Clause 2.2 of the Contract) send the CUSTOMER original documents of the testing report and the opinion by post, while invoice for the WORK completed shall be sent to e-mail Grenada.Sofija.Demakina@ptac.gov.lv and ptac@ptac.gov.lv and by post.

2.4. To request the CUSTOMER to provide additional information, samples or documentation on the product to be tested as necessary for quality performance of the WORK.

2.5. To agree any deviation from the methods of the WORK performance, technical uncertainties within the WORK performance and improvements of the applied solutions with the CUSTOMER in writing.

2.6. To maintain a quality system in compliance with the standard EN ISO/IEC 17025:2005 “General requirements for the competence of testing and calibration

laboratories” and provide an opportunity for the CUSTOMER to carry out control of the ordered WORK at any time.

2.7. To make any correction within the deadline set by the CUSTOMER to eliminate shortcomings in the Work performance established and specified by the CUSTOMER. The CONTRACTOR shall notify the CUSTOMER in writing of all corrections within 5 (five) business days after making such corrections.

2.8. To immediately inform the CUSTOMER in writing about any changes in the list of testing methods, procedure for the WORK performance, conditions or possibilities.

2.9. The CONTRACTOR shall immediately but not later than 10 (ten) business days from the receipt of the CUSTOMER’s request to pay a contractual penalty for delayed performance of the WORK and delay of any deadlines referred to in Clause 2.3 and/or 2.7 of the Contract in the amount of 0.5% of the costs of the particular work task for each day of delay but not more than 10% of the costs of each event. In case the CONTRACTOR fails to meet the deadline for payment of the contractual penalty referred in this Clause, the CUSTOMER is entitled to withdraw the relevant amount of the contractual penalty from current payment to be paid by the CONTRACTOR.

3. Rights and obligations of the CUSTOMER

3.1. In case the CUSTOMER has any kind of complaints regarding the WORK performed by the CONTRACTOR or its results, the CUSTOMER is entitled to submit a written complaint to the CONTRACTOR which, in its turn, shall submit a written explanation within 5 (five) business days from the receipt of the complaint. In case the CUSTOMER considers the explanation to be unreasonable and/or the errors made during the WORK performance to be material (serious), it has the right to unilaterally terminate the contract, by giving a written 10 (ten) day prior notice to the Contractor. In such case the CUSTOMER shall not pay the CONTRACTOR’s invoice for performance of the specific task.

3.2. To periodically verify the conformity of the CONTRACTOR’s laboratory (within the field of the ordered WORK performance) to the standard LVS EN ISO/IEC 17025:2005 “General requirements for the competence of testing and calibration laboratories”.

3.3. To submit samples to the CONTRACTOR for testing.

3.4. To define the expertise task.

3.5. To review the testing reports and opinions (corrections therein) within 10 (ten) business days from the receipt of the original documents.

3.6. To calculate and withdraw contractual penalty in accordance with the procedure laid down in Clause 2.9 of the Contract if the CONTRACTOR fails to duly fulfil the obligations under the Contract.

3.7. The CUSTOMER shall pay a contractual penalty for unreasonable delay in payments in the amount of 0.5% of the due amount for each day of delay but not more than 10% of the invoice amount made out for payment.

3.8. The CUSTOMER is entitled, if necessary, to supplement the concluded Contract with another radio equipment (WLAN 5GHz) testing services not included in Annex No.1, in writing agreement with the Contractor, necessary services and prices. Contract’s total sum does not change.

4. Payment procedure

4.1. Payments for the completed WORK shall be made for each specific task unless otherwise agreed in writing on other payment procedure. Payment shall be made within 10 (ten) business days from the receipt of the original invoice and the receipt and approval of the relevant testing report and the opinion. In case the CUSTOMER finds any shortcomings in the WORK performance during the review of testing reports and opinions, payment to the CONTRACTOR shall be made within 10 (ten) business day from the receipt and approval of corrected testing reports and/or opinions.

4.2. Payments of the CUSTOMER under the Contract shall be transferred to the CONTRACTOR's bank account. The invoice is deemed to be paid on the day of making a bank transfer by the CUSTOMER.

5. Liability of the PARTIES

5.1. The CONTRACTOR is liable for:

5.1.1. accuracy of the documentation submitted to the CUSTOMER;

5.1.2. compliance and objectivity of the WORK results;

5.1.3. information confidentiality towards third parties.

5.2. In case any of the PARTIES fails to duly fulfil the provisions of the Contract or fails to fulfil them at all, it shall fully compensate losses incurred by the other PARTY as a result of the failure to duly fulfil or to fulfil the Contract at all. The PARTIES agree that in any case none of the PARTIES shall compensate the lost profits (unearned income) to the other PARTY, as well as the paid amounts of contractual penalty shall not be included in the amount of losses incurred.

6. Validity period of the Contract and other provisions

6.1. The Contract comes into force upon its signature by both PARTIES and is valid until **23rd July, 2021** and complete fulfilment of the obligations of the PARTIES under the Contract or until termination of the Contract in accordance with the procedure laid down in the Contract.

6.2. The CUSTOMER's contact person regarding performance of the WORK tasks: Grenada Sofija Demakina – Head of Technical Products Surveillance Division (phone: +37167388647; e-mail: Grenada.Sofija.Demakina@ptac.gov.lv).

The CONTRACTOR's contact person regarding performance of the WORK tasks: Aleksander Orłowski (phone: +48225128360, e-mail: A.Orlowski@itl.waw.pl).

6.3. Both PARTIES have the right to unilaterally terminate the Contract by giving a written 30 (thirty) day prior notice to the other PARTY in case the other PARTY fails to fulfil any provisions of the Contract. The warning period under this Clause shall not apply to the case referred to in Clause 3.1 of the Contract.

6.4. The Contract may be terminated by a written agreement between the PARTIES.

6.5. Any amendment and supplement to the Contract shall be made in writing and agreed by the PARTIES. They shall be included in the Contract as annexes and become an integral part of the Contract.

6.6. Any disputes and disagreements between the PARTIES in connection with fulfilment of the Contract shall be solved by negotiations between the PARTIES. In case they fail to reach an agreement, the dispute shall be finally solved in a court of the Republic of Latvia in accordance with the procedure laid down in legislation.

6.7. In case any of the PARTIES changes its legal address or other details, it shall notify the other PARTY in writing of the changes within 5 (five) business days after making such changes.

6.8. The Contract is drawn in English language in 2 (two) copies, each on 8 (eight) pages, including the Annex No.1 on 4 (four) pages. One copy of the Contract is held by the CUSTOMER and other – by the CONTRACTOR.

7. Miscellaneous

Oświadczenie Woli na podstawie art. 5 ustawy o języku polskim
Declaration of Will pursuant to Article 5 of the Act on Polish Language

Instytut Łączności – Państwowy Instytut Badawczy z siedzibą w Warszawie, w zamiarze złożenia skutecznego i wiążącego oświadczenia woli oświadcza, że zawiera niniejszą Umowę Nr PTAC2018/03MI z Centrum Ochrony Praw Konsumentów, Łotwa, stosownie do postanowień w niej opisanych.

National Institute of Telecommunications (NIT) seated in Warsaw, intending to make an effective and binding declaration of will, hereby concludes this Contract No. No. PTAC2018/03MI with Consumer Rights Protection Centre, Latvia, on terms and conditions as contained herein.

8. Legal addresses and details of the PARTIES

The CUSTOMER:

Consumer Rights Protection Centre

Reg. No. 90000068854
Brivibas street 55, Riga, LV-1010

The CONTRACTOR:

National Institute of Telecommunications

Reg. No. KRS: 0000023097,
ul. Szachowa 1
04-894 Warszawa, Poland