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| **Annex No. 7 to the Request for proposal no. 11 /1.1.1 PO IR/2019 –**  **Declaration of Exclusivity**  [Contractor's data]  **U Jędrusia Sp. z o.o.**  Przemęczanki 32  32 - 107 Radziemice  Correspondence address:  Morawica 306  32-060 Liszki  **DECLARATION OF EXCLUSIVITY**  Acting on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the "***Contractor***"), I/we hereby  **declare** that  The Contractor undertakes that for a period of two years from the date of signing the protocol confirming the achievement of production capacity and capabilities in accordance with the specification (commissioning), he will not sell the model and type of devices subject to this contract or similar devices containing the same technologies (component of the pilot production line for production delicatessen products – evaporation system) as the subject of the contract, to any entities in Poland or whose registered office or branch is located in Poland, which are competitors to the Ordering Party, which produce the same or similar products as the Ordering Party, as well as any other related entities with them in person or capital.  In the event of a breach by the Contractor of the ban referred to above, the Contractor undertakes to pay the Ordering Party – U Jędrusia sp.z o.o. a contractual penalty of 100% of the gross price set out in the Agreement for each infringement. The Ordering Party is entitled to claim compensation exceeding the contractual penalty on general principles.  ……………… …………………..  *(place and date)*  *(signature of authorized*  *persons to represent the Contractor)*  *to represent the Contractor)* |