

AGREEMENT

concluded on 19.06. 2022 in Sibiu between:

Radu Stanca National Theatre

2 Corneliu Coposu Bvd.

550245 Sibiu, VAT no. RO36046955

hereinafter referred to as "Principal" or " Ordering Party",

and

PieterSmit Theater Rock Polska sp. z o.o. with its registered seat in Łódź, 2B Nowogrodzka St., 92-221 Łódź, entered in the Register of Entrepreneurs of the National Court Register under the KRS number: [REDACTED] Type text here 000

zł,

represented by:

Tomasz Smoczyński - Proxy,

hereinafter referred to as "Contractor",

the following content:

§ 1

Subject of the contract

1. The Contractor undertakes to perform for the Principal the transport of theatrical decorations by means of a truck with a loading area of 8m length, minimum height 2.5m, hard-sided semi-trailers (not tarpaulins), rear elevator, transport belts, which are at the disposal of the Contractor. The Contractor declares that he has the legal title to use the above mentioned vehicles.
2. The Agreement applies to transport between the following points: TR Warsaw warehouse, 26a Kaczorowa Street in Warsaw to Sibiu

§ 2

Term of the Agreement

The agreement is concluded for a definite period of time, i.e. from the date of signing the agreement to 19-30 June 2022.

§ 3

Method of contract execution

1. The order shall be executed in accordance with the schedule:

1) 20.06.2022 9:00 a.m. - loading, 26a Kaczorowa street, Warsaw

2) 23.06.2022 hrs 10:00 - unloading Octavian Goga National College Strada Mitropoliei 34 550179 Sibiu

3) 25.06.2022 at 19:00 hrs - loading, Octavian Goga National College Strada Mitropoliei 34 550179 Sibiu

4) 30.06.2022 9:00 am - unloading, 26a Kaczorowa street, Warsaw, details to be agreed with Kacper Stykowski (e-mail kacper.stykowski@trwarszawa.pl tel. 508 147 669) in a working mode

2. The Contractor undertakes to provide the driver, fuel in the amount necessary for the planned route, provides the necessary documentation for the means of transport and is responsible for its proper technical preparation.

3. Contractor declares that he has all licenses to perform paid road transport, in accordance with the content of the Act of 6 September 2001 on road transport (Journal of Laws of 2022, item 180), and furthermore has a current and valid civil liability and NW insurance policy to cover the risks arising from its operations. In the event that the Contractor uses subcontractors, the Contractor shall ensure that the subcontractors meet the requirements imposed on the Contractor by this Contract. 4.

4. Contractor declares that it has all permits and licenses required by law, both Polish and Czech, for the vehicle provided by it.

5. the Contractor guarantees that the carriage of the goods being the object of transport shall be performed by persons with appropriate experience and qualifications; furthermore, the Contractor guarantees that the means of transport by which the Contractor transports the objects shall meet the requirements specified by Polish and Czech laws, and that the means of transport are fully operational.

6. Contractor declares that he has the knowledge, experience and authority necessary for the proper execution of the order entrusted to him and undertakes to execute it with particular diligence, taking into account applicable laws, standards and rules of execution of the order covered by this contract.

7. Contractor undertakes to comply with safety rules and recommendations of an authorized representative of the Employer relating to the entrusted activities.

In the event of a breakdown of the means of transport on the route or its non-permission to travel by the police or other authorities authorized to do so, the Contractor undertakes to remove the breakdown

8. In case of a breakdown of the means of transport or its non-acceptance by the police or other authorities authorized to drive, the Contractor undertakes to remove the breakdown immediately, no longer than 1 hour, and in case of lack of such possibility undertakes to provide another means of transport of an identical standard at its own expense, within 1 hour.

9. The Contractor agrees to perform all services under this contract in a manner that does not cause any damage.

10. In the event of damage to any object during loading, transport or unloading, the Contractor undertakes to repair the damage.

11. In the event of any other damage to third party property or to third parties, the Contractor shall immediately repair the damage.

12. The parties agree that the repair of the damage referred to in sections 10 or 11 shall be done either by restoration to the previous state at the expense of the Contractor or by payment of compensation to the entitled person or entity in full amount.

13. The parties agree that the Principal shall be entitled to indicate the method of remedying the damage, The Contractor shall be bound by the Principal's indication.

14. The Contractor shall be obliged to inform the Ordering Party, at the latest upon collection of the objects, of the contact details of the driver performing the transport. The Contractor shall ensure that subcontractors do not entrust the execution of the contract to third parties without the written consent of the Principal.

15. The Contractor shall be liable as for its own actions for the actions and omissions of subcontractors, employees and persons carrying out orders as well as for damages caused by them.

Remuneration and method of payment

1. The Contractor shall be entitled to remuneration for the performance of the contract in the amount of: EUR 6.365 for the execution of the order.

2. The remuneration will be payable after completion of the service within 14 days of delivery of the VAT invoice by the Contractor, by bank transfer to the Contractor's bank account no. PL 13 1050

3. The Contractor is not entitled to any claims against the Principal other than the claim for payment of remuneration specified in section 1 above of the Agreement for services actually performed.

Receipt of remuneration in the amount referred to in section 1 of this paragraph,

4. receipt of remuneration in the amount referred to in par. 1 of this section, due to performance of the service indicated in § 1 of this Agreement, shall exhaust all claims of the Contractor due to performance of this Agreement.

5. The date of timely payment shall be the date when the Principal's account is debited, no later than on the last day of the payment term.

§ 5

Public Information

1. The Contractor undertakes to keep confidential all information and knowledge, as well as all documents and draft documents disclosed by the Principal or developed by the Principal during the course of cooperation, which relate to the Principal and its business, in particular all information

(a) of a technical, technological, commercial or organizational nature, as well as information relating to its strategy, personnel and financial affairs or future plans or prospects, co-operators, personal data, etc.;

b) regardless of whether the information is in written, oral or any other form, including electronic, as well as regardless of whether the information, knowledge or documents are clearly marked as confidential, (hereinafter referred to as "Confidential Information").

2. The Contractor agrees not to disclose the Confidential Information in any way to third parties or to use the Confidential Information in the course of its business for the benefit of others, other than for the purpose of performing this Agreement. The Contractor agrees that it shall not use the Confidential Information for the benefit of third parties, in particular for the benefit of other clients, prospective employers, principals and their customers, contractors, etc.

3. The restrictions on disclosure of Confidential Information shall not apply to information disclosed with the Contractor's prior consent in writing under pain of invalidity or disclosed to judicial or administrative authorities in accordance with applicable laws. The Contractor undertakes to notify the Principal immediately of any disclosure of Confidential Information. 4.

4. The obligation of confidentiality referred to in this Article shall apply during the term of the Agreement and for 10 years from the date of its expiry or termination.

5. The Contractor declares that he is aware of the fact that the content of this Agreement, in particular the subject matter of the Agreement and the amount of remuneration, constitute public information within the meaning of Article 1.1 of the Act of 6 September 2001 on access to public information, which is subject to access under the said Act.

§ 6

Responsibility

1. Subject to generally applicable laws, the Contractor shall be liable for any damage, loss or deterioration of the objects occurring from the moment of commencement of packing until the moment of completion of unpacking and signing the acceptance protocol by the person indicated in the order, including those caused by failure to observe the transport conditions specified in the Contract.

2. In the event of late arrival of the vehicle for loading due to reasons attributable to the Contractor, the Ordering Party shall be entitled to charge the Contractor a contractual penalty in the amount of 0.5% of gross remuneration specified in § 4 par. 1 of the Agreement for each hour of delay, but not more than 5% of gross remuneration specified in § 4 par. 1 of the Agreement in total for the entire delay. 3.

3. The Ordering Party shall be entitled to charge the Contractor with a contractual penalty for each identified improper performance of the Agreement in the amount of 20% of gross remuneration. 4.

4. The Ordering party reserves the right to withdraw from the Agreement with the simultaneous charging of a contractual penalty equal to 20% of gross remuneration indicated in § 4 paragraph 1 of the Agreement, in case when:

1) The Contractor exceeds the deadline indicated in §3 (1) points 1 -4 by 5 hours;

2) Contractor fails to perform or improperly performs the Agreement for reasons attributable to Contractor. 5.

5. The total amount of contractual penalties provided for in this Agreement shall not exceed 100% of the total remuneration indicated in § 4 item 1.

6. The contractual penalty shall be payable within 14 days of the date of delivery of the accounting note to the Contractor, by transfer to the bank account of the Principal indicated in the note. The contractual penalties charged by the Ordering Party may be deducted from the receivables resulting from the invoice issued by the Contractor, to which the Contractor consents.

7. The Ordering party has the right to claim compensation for non-performance or improper performance of services under this Agreement on general terms in excess of the amount of contractual penalties.

8. Failure or delay in performing contractual obligations by either Party caused by force majeure shall not be considered a failure of one of the Parties to comply with the provisions of the Agreement. Force majeure shall be understood as, among others, natural disasters, epidemics (e.g. caused by SARS-CoV-2), acts of war, fires, terrorist attacks, strikes, national mourning, acts of state power and other circumstances beyond the control of the Parties. In such a case, the Parties shall determine how to proceed and how, if any, the Parties will account for their obligations performed until the aforementioned circumstances occur. Each Party may invoke force majeure on condition that it immediately notifies the other Party of its occurrence in writing as soon as it is able to do so. However, the mere occurrence of force majeure shall not release the Contractor from the performance of its obligations under this Agreement. The Contractor shall be obliged to prove the causal link between non-performance or delay in performance of the Agreement and the occurrence of force majeure. 9.

9. the Contractor shall be liable for loss, spoilage or damage to the consignment from the moment of acceptance of the consignment for transport by the Contractor until its delivery to the Customer and for delay in delivery of the consignment if the Customer proves that damage was caused by delay in delivery in accordance with the provisions of universally mandatory regulations of law, i.e. Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19 May 1956 (Journal of Laws of 1962, No. 49, item 238, as amended), and in matters of not regulated therein in accordance with the mandatory provisions of the Act of 15 November 1984 Transport Law (Journal of Laws of 2020, item 8).

§ 7

Insurance

1. The Ordering Party declares that the value of items being the subject of transport will not be higher than 500,000.00 PLN (say: five hundred thousand PLN 00/100).

2. The cost of insurance is included in the amount of remuneration indicated in § 4 section 1 of the Agreement.

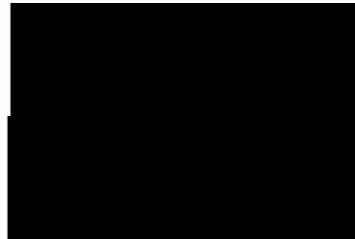
§ 8

Final provisions

1. All changes to the Agreement must be in writing under pain of nullity.
2. Any disputes arising in connection with the implementation of this Agreement, unless they can be resolved by agreement between the Parties, the Parties shall submit to the resolution of the Court of Law competent for the seat of the Contractor.
3. The following shall be responsible for the performance of this Agreement on behalf of the Principal:
.....
4. In matters not covered by the Agreement, the provisions of the Civil Code, the Road Transport Law Act shall apply.
5. The Contract has been prepared in two identical copies, one for each party.

Contractor

PIETER SMIT THEATER
ROCK POLSKA Sp. z o.o.
92-221 Łódź, ul. Nowogrodzka 2B
NIP: 6292366081 REGON: 240649000



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MANAGER
IRINA CHIOREAN
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IRINA



CONTRACT MANAGER
IRINA CHIOREAN



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