

National Theatre

seated at Ostrovní 1, 112 30 Praha 1

ID No. (IČ): 00023337

Tax ID No. (DIČ): CZ00023337

Represented by Daniel Špinar, artistic director of Drama at the NT
(hereinafter referred to as “the NT”)

and

Wilhelm Perfume GmbH

co Seluz Eichstrasse 23

8045 Zürich

Switzerland

represented by Mr. Andreas WILHELM

ID No.: CHE-114.486.141

Tax ID No.: CHE-114.486.141

(hereinafter referred to as “the Supplier”)

hereby conclude, pursuant to Section 2586 et seq. of Act No. 89/2012 Sb., the Civil Code, as amended, the following

CONTRACT FOR WORK

Article 1 – Subject Matter of the Contract

The Subject Matter of the Contract is the creation and supply of the Work – three different fragrances by the Supplier – pursuant to the NT Drama’s realization of the King Oidipús stage play (premiere on 5th December 2019 at the National Theatre, hereinafter referred to as “the Stage Play”) according to the instructions of the director, Mr. Jan Frič, and the scenographer, Mr. Dragan Stojčevski.

Article 2 – Obligations of the Contractual Parties

1. The NT undertakes to create the necessary conditions and to provide the necessary cooperation for the creation of the Work pursuant to Art. 1 hereof.
2. The NT commits through this Contract to pay the agreed consideration to the Supplier for the Work.
3. The Supplier undertakes to create the Work personally and independently without using any third part or proprietary works of third parties, doing so in the agreed scope, the agreed way, and within the agreed time.
4. The Supplier undertakes to participate in all tests and works related to the Subject Matter of the Contract as necessary and as per the instructions and directions of the authorized representative of the NT, the Stage Play director Jan Frič, and the Stage Play scenographer Dragan Stojčevski.
5. The Supplier warrants that the supplied Work is harmless to human health and suitable for use within the theatre premises. The Supplier is obliged to submit safety documentation upon the request of the NT.

Article 3 – Work Handover

1. The Supplier commits to supply the first version of the Work – samples of all three fragrances – by 7th **October 2019** to the address of the NT: Anenské náměstí 2, Praha 1, to [REDACTED], the production manager of Drama at the NT.

2. By 14th October 2019, the NT may submit comments to the Work, including a request for creation of a new fragrance, which the Supplier is obliged to incorporate into the Work, supplying the second version of the Work by **23rd October 2019** with the comments incorporated.
3. The handover of the Work is deemed to be the final acceptance of the Work after testing and approving by the NT. Under this provision, the Supplier commits to hand over the final Work by **15th November 2019**.
4. The Supplier shall supply the Work in an amount sufficient to last until the last performance, i.e. approximately for 40 performances (including rehearsals). Should the supplied amount not be sufficient to last until the last performance, the Supplier shall supply the missing amount within 15 working days, the consideration agreed in Art. 4, par. 1 hereof covering such additional supplies.
5. Should there occur any obstructions jeopardizing the performance of any obligations stipulated herein, regardless whether caused by an act or failure to act by the Supplier or other subjects, the Supplier is obliged to inform the NT accordingly without delay.

Article 4 – Consideration

1. The NT undertakes to pay the Supplier a total consideration in the amount of **EUR 4000, sum in words: EUR four thousand, VAT exclusive**.
2. The consideration is payable within 15 days from the final acceptance of the Work by the NT pursuant to Article 3, par.3.
3. The consideration shall be paid based on a regular invoice – tax document – prepared and sent to the NT by the Supplier at times previously specified. The invoice – tax document must comply with all requirements as to tax documents pursuant to Act No. 235/2004 Sb., on Value Added Tax. Should the requirements not be complied with, the NT is entitled to return such invoice-tax document to the Supplier to amend it with the missing information. In such case, the due date shall be counted from the date of the receipt of the corrected invoice-tax document by the NT. The consideration shall be deemed paid on the day when the amount in question leaves the account of the NT.
4. The consideration will be paid untaxed; appropriate taxing is the responsibility of the Supplier.

Article 5 – Withdrawal from the Contract

1. Withdrawal from the Contract is subject to the applicable provisions of the Civil Code; the same applies should the obligation to perform the Work become void. Distinction is made between the cases when the reasons of such voidance or withdrawal are on the side of the client or the contractor. The withdrawal must be in writing and becomes effective upon its delivery to the other Contractual Party.
The client is entitled to withdraw from this Contract based on reasons including (but not limited to) the following:
 - a. The contractor is in default with the performance or finishing the Work hereunder for more than 3 calendar days and fails to remedy such default within a reasonable additional time stated in the client's written notice to remedy which must not be less than 3 calendar days from the receipt of such notice by the contractor,
 - b. The contractor performs the Work contrary to the Contract and does not remedy such situation despite of having been notified of such behaviour or breach of its obligation and called to remedy by a written notice from the client,
 - c. The contractor has performed a faulty Work and it constitutes a material breach of the Contract
2. Withdrawal from the Contract is without prejudice to the right to the contractual fee or delay interest or the title to the compensation of damages arising from breaching the contractual obligations.

Article 6 – Work Safety

1. The Supplier commits to comply with the work order of the NT and the instructions of authorized personnel of the NT, or external co-operators of the NT.
2. Breaching obligations under Article 6, par. 1 hereof is deemed a material breach hereof, in which case the NT is entitled to withdrawing from this Contract. Such withdrawal becomes effective upon its notification to the Supplier.

Article 7 – Final Provisions

1. This Contract becomes valid on the day of its signature by both Contractual Parties and effective on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Sb..
2. This Contract was made in two counterparts, of which the Supplier and the NT shall obtain one.
3. Changes and amendments hereof must be made in writing and upon an agreement of both Contractual Parties.
4. All rights and obligation arising from this Contract are governed by Act No. 89/2012 Sb. – the Civil Code. The Contractual Parties have agreed that the following provisions of the Civil Code, Act No. 89/2012 Sb. shall not apply to the contractual relationship concluded between them hereunder: Section 1740, (3) of the Civil Code stipulating that a contract is concluded although full agreement of the contractual parties' declarations of will was not achieved as well as Sections 1765 and 1766 on the option for a contractual party to claim from the other party the restoration of negotiations regarding the contract in case of a substantial change of circumstances.

In Prague, date

In Prague, date

Supplier
Wilhelm Perfume GmbH

National Theatre
Daniel Špinar