# EIDOTECH • Polska sp. z o.o.

**78H;BB & L7D :;D 8;H= š 7KIIJ;BBKD=II;HLI9; =XH**

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671

## Lease No.

### RU1/08/23

of 16.08.2023

Related Offer dated 31.07.2023

This equipment lease agreement (hereinafter referred to as the “Agreement”) is concluded between:

EIDOTECH Polska sp. z o.o., 05-816 Michałowice, Świerkowa 3a,

represented by xxx

 hereinafter referred to as “**Eidotech***”* and:

### Galerie Rudolfinum

Alšovo nábřeží 12; 110 00 Praha 1; Czech Republic; VAT ID: CZ00023264

represented by

xxx

hereinafter referred to as the “**Client***”.*

Eidotech and the Client shall hereinafter be referred to collectively as the “Parties”, while individually as a “Party”.

#### Whereas:

A.

The Parties have concluded an agreement for the lease of Equipment on the basis of terms and conditions of lease of the Equipment accepted by the

Client, and then confirmed by Eidotech, and eventually elaborated on e.g. in the course of further communication by email;

B.

The Parties wish to gather in a single document (this Agreement) and confirm the essential provisions concerning the lease of the Equipment.

#### Now, therefore, the Parties hereby agree as follows:

1. **LEASE**

#### Leased Equipment and rent

The Parties agreed that the following (net) rent is due for the lease of Equipment

No. quantity specification of Equipment unit rent (net) total rent (net)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1.1 | 2 | Panasonic PT-D7700E-K professional 3chip-DLP Projector 7000 ANSI Lumen, contrast 4000:1,4:3 aspect ratio, SXGA+ resolution 1400 x 1050with horizontal and vertikal Lensshift | 1.900,00 € | 3.800,00 € |
| 1.2 | 2 | Panasonic ET-LAD7700W Pair \*\*NEW LAMPS installed inside Panasonic PT-D7700E-K | 700,00 € | 1.400,00 € |
| 1.3 | 2 | DVI Board ET-MD77DVInterface Board for PT-D 7500 / 7600/ 7700 / W7000 / W10000DVI-D incl. HDCP 1080i, LAN (PJ Link) | 150,00 € | 300,00 € |
| 1.4 | 6 | Special carbon filter for work in Haze2 installed inside the projectors and 4 for changeduring rental period (each month) | 300,00 € | 1.800,00 € |

#### Lessee

above items completely received

I accept the conditions mentioned above

#### Owner

EIDOTECH Polska sp. z o.o.

## 1 AgK

### Eidotech Polska Sp. z o.o., siedziba i adres: ul. Świerkowa 3a, 05-816 Michałowice • REGON: 020784990 • NIP: PL8992649267

Tel: +48 22 631 66 37 • Tel/Fax: +48 22 631 94 49 • [www.eidotech.pl](http://www.eidotech.pl/) • e-mail: info@eidotech.pl

### Kapitał zakładowy: 100.000 zł • KRS: 0000311923

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego

Santander Bank Polska SA: PLN: 14 1910 1048 2258 4424 6420 0001 • EUR: PL84 1910 1048 2258 4424 6420 0002 • SWIFT: WBKPPLPPXXX

Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 • SWIFT: PKOPPLPW

# EIDOTECH • Polska sp. z o.o.

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## Lease No.

### RU1/08/23

of 16.08.2023

No. quantity specification of Equipment unit rent (net) total rent (net)

### 1.5 2 Panasonic ET-D75 LE20 850,00 € 1.700,00 €

Throw Ratio

### 1,8-2,7:1 WXGA

1,8-2,6:1 SXGA+

### 1,7-2,4:1 WUXGA

1.6 2 Service charge \* 400,00 € 800,00 €

### for cleaning projectors after work in haze

*Optionally - charged only in case of use*

*1.7 2 Panasonic ET-LAD7700W Pair \*\*\* 700,00 €*

*NEW SPARE LAMPS for Panasonic PT-D7700E-K*

### 2 Projector wall mount 60,00 € 120,00 €

3.1 2 BrightSign XD234 / HD223 120,00 € 240,00 €

### programmable microSD-Card Player

HDMI, 3.5mm Audio Out (analog & digital), Phoenix GPIO Port, Ethernet, 3.5mm IR In/Out syncable

### 3.2 2 SD / micro card 8GB - 16GB 5,00 € 10,00 €

3.3 2 File transfer and test run 60,00 € 120,00 €

### 4 Look Solutions Unique Hazer 2.1 200,00 € 800,00 €

Heat power: 1.500 Watt, low heat up time (60sec.),

### low noise, integrated fan (6.000L/min),

external control (DMX512, 0-10V analog,

### Haze-Density Control System (HDCS)), 99 output level

* 1. 2 Look Unique Fluid, canister 25L 250,00 € 500,00 €

**Backups & Generals**

### 1. 1 Panasonic PT-D7700E-K 1.100,00 € 1.100,00 €

incl. 1 Panasonic ET-LAD7700W Pair (slightly used)

### 2. 1 DVI Board ET-MD77DV 75,00 € 75,00 €

3. 1 Panasonic ET-D75 LE20 400,00 € 400,00 €

### 4. 1 BrightSign XD234 / HD223 60,00 € 60,00 €

1. 2 Look Solutions Unique Hazer 2.1 100,00 € 200,00 €

### 1 Cables & adapters ca. 400,00 € ca. 400,00 €

1. 1 Various installation materials ca. 100,00 € ca. 100,00 €

### 1 Pickup of equipment by Dachser ca. 500,00 € ca. 500,00 €

(Prague - Warsaw)

### net amount: 14.425,00 €

VAT n.p. : n.p.

### total amount: 14.425,00 €

#### Lessee

above items completely received

I accept the conditions mentioned above

#### Owner

EIDOTECH Polska sp. z o.o.

### Eidotech Polska Sp. z o.o., siedziba i adres: ul. Świerkowa 3a, 05-816 Michałowice • REGON: 020784990 • NIP: PL8992649267

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## Lease No.

### RU1/08/23

16.08.2023

# EIDOTECH • Polska sp. z o.o.

#### Insurance value of Equipment

No. quantity specification of Equipment unit insurance value total insurance value

|  |  |  |  |
| --- | --- | --- | --- |
| 1. 3 | Panasonic PT-D7700E-K | 10.000,00 € | 30.000,00 € |
| 2. 3 | DVI Board ET-MD77DV | 1.500,00 € | 4.500,00 € |
| 3. 3 | Panasonic ET-D75 LE20 | 3.000,00 € | 9.000,00 € |
| 4. 2 | Panasonic ET-LAD7700W Pair | 750,00 € | 1.500,00 € |
| 5. 2 | Projector wall mount | 200,00 € | 400,00 € |
| 6. 3 | BrightSign XD234 / HD223 | 450,00 € | 1.350,00 € |
| 7. 2 | SD / micro card 8GB - 16GB | 30,00 € | 60,00 € |
| 8. 6 | Look Solutions Unique Hazer 2.1 | 750,00 € | 4.500,00 € |
| 9. 2 | Look Unique Fluid, canister 25L | 250,00 € | 500,00 € |
| 10. misc. | Cables & adapters | 1.000,00 € | 1.000,00 € |
|  |  | Total insurance value: | 52.810,00 € |

#### Lease period

The Lease period shall start on: 09.10.2023

and end on: 26.01.2024

not later than at 12.00 (noon) local time.

#### Place of Lease

The Equipment shall be used by the Client at the following location:

Galerie Rudolfinum; Alšovo nábřeží 12; 110 00 Praha 1; Czech Republic

#### Due date for payment of rent for Equipment

The Client undertakes to pay for the lease of the Equipment mentioned in 1.a the gross rent of :

16.698,00 € €

by: 31.10.2023

#### Lessee

above items completely received

I accept the conditions mentioned above

#### Owner

EIDOTECH Polska sp. z o.o.

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### Eidotech Polska Sp. z o.o., siedziba i adres: ul. Świerkowa 3a, 05-816 Michałowice • REGON: 020784990 • NIP: PL8992649267

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### Kapitał zakładowy: 100.000 zł • KRS: 0000311923

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego

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## Lease No.

### RU1/08/23

of 16.08.2023

#### MISCELLANEOUS

**2.1**

This Agreement shall enter into force when it is signed by the last of Parties, with the reservation that this Lease Agreement only confirms a lease

agreement concluded in the document form and the acceptance of terms of lease by both Parties.

#### 2.2

Annexes to this Agreement are its integral part.

#### 2.3

All amendments to the Agreement require a written form to become valid, unless this Agreement (including the GTL) allows the terms and conditions

of the Agreement to be amended in another form as well.

#### Definitions

**2.4**

All capitalised terms (definitions) have meanings given to them in the General Terms and Conditions of Lease (GTL) that constitute an annex to this

Agreement, unless this Agreement clearly states otherwise.

#### Severability clause

**2**.5

If any provision of this Agreement is considered illegal, or ceases to be valid or effective but is legal, or requires amendments to remain valid or effective, the Parties to this Agreement will consult each other in good faith and agree on the scope of changes and adjustments necessary to make this provision legal, valid and effective in a way that enables implementing the intentions of the Parties agreed upon in this Agreement.

#### GTL

**2.6**

The Client declares that he/she/it has read the text of Eidotech’s General Terms and Conditions of Lease annexed to this Agreement, and that

he/she/it fully accepts them.

#### Counterparts

**2.7**

This Agreement has been made in duplicate, one copy for each of the Parties.

#### Lessee

above items completely received

I accept the conditions mentioned above

#### Owner

EIDOTECH Polska sp. z o.o.

### Eidotech Polska Sp. z o.o., siedziba i adres: ul. Świerkowa 3a, 05-816 Michałowice • REGON: 020784990 • NIP: PL8992649267

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### Kapitał zakładowy: 100.000 zł • KRS: 0000311923

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego

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Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 • SWIFT: PKOPPLPW

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671

Service No.RU2/08/23

of 16.08.2023

Related Offer dated 31.07.2023

This service agreement (hereinafter referred to as the “Agreement”) is concluded between:

EIDOTECH Polska sp. z o.o., 01-217 Warszawa, ul. Kolejowa 15/17

represented by xxx

hereinafter referred to as “**Eidotech***”* and:

### Česká filharmonie / Galerie Rudolfinum

Alšovo nábřeží 12; 110 00 Praha 1; Czech Republic; VAT ID: CZ00023264

represented by

xxx

hereinafter referred to as the “**Client***”.*

Eidotech and the Client shall hereinafter be referred to collectively as the “Parties”, while individually as a “Party”.

#### Whereas:

A.

The Parties have concluded an agreement for the Service on the basis of general conditions for the provision of services accepted by the Client, and

then confirmed by Eidotech, and eventually elaborated on e.g. in the course of further communication by email;

B.

The Parties wish to gather in a single document (this Agreement) and confirm the essential provisions concerning the service.

#### Now, therefore, the Parties hereby agree as follows:

1. **SERVICE**

#### Service

The Parties agreed that the following (net) fee is due for the Service

No. quantity specification of Service unit fee (net) total fee (net)

### INSTALLATION DATES: TBD

(2,5 days, 1 Technical Director)

|  |  |  |  |
| --- | --- | --- | --- |
| 1. 2,5d | Daily flat charge technical director \*\* | 300,00 € | 750,00 € |
| 2. 4d | for installation (max. 10h a day, incl. 1h break)Per diem for technical director | 20,00 € | 80,00 € |

### 3 nights Accommodation for technical director covered by the tenant

(private room, near to venue)

### 1 Delivery of equipment 900,00 € 900,00 €

technical director traveling by a transporter car

### Warsaw - Prague and return Prague - Warsaw

#### Client

I accept the conditions mentioned above

#### Provider

EIDOTECH Polska sp. z o.o.

1 AgK

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### Kapitał zakładowy: 100.000 zł • KRS: 0000311923

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego

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Service No.RU2/08/23

of 16.08.2023

# EIDOTECH • Polska sp. z o.o.

No. quantity specification of Service unit fee (net) total fee (net)

### 20 h Travel time of technical director 15,00 €/h 300,00 €

Warsaw - Prague/Prague - Warsaw

### (2 x 10h / per way)

net amount: 2.030,00 €

### VAT n.p. n.p.

total amount: 2.030,00 €

#### Service period

The Service period shall start on1:0.10.2023

and end on: 14.10.2023

#### Place of Service

The Service shalltake place at the following location:

Galerie Rudolfinum; Alšovo nábřeží 12; 110 00 Praha 1; Czech Republic

#### Due date for payment of the fee for the Service

The Client undertakes to pay for the Service mentioned in 1.a the gross fee of :

2.030,00 € €

by: 31.10.2023

#### Client

I accept the conditions mentioned above

#### Provider

EIDOTECH Polska sp. z o.o.

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Service No.RU2/08/23

of 16.08.2023

#### MISCELLANEOUS

**2.1**

This Agreement shall enter into force when it is signed by the last of Parties, with the reservation that this Service Agreement only confirms a

service agreement concluded in the document form and the acceptance of terms of service by both Parties.

#### 2.2

Annexes to this Agreement are its integral part.

#### 2.3

All amendments to the Agreement require a written form to become valid, unless this Agreement (including the GTPS) allows the terms and

conditions of the Agreement to be amended in another form as well.

#### Definitions

**2.4**

All capitalised terms (definitions) have meanings given to them in the General Conditions for the Provision of Services (GTPS) that constitute an

annex to this Agreement, unless this Agreement clearly states otherwise.

#### Severability clause

**2**.5

If any provision of this Agreement is considered illegal, or ceases to be valid or effective but is legal, or requires amendments to remain valid or effective, the Parties to this Agreement will consult each other in good faith and agree on the scope of changes and adjustments necessary to make this provision legal, valid and effective in a way that enables implementing the intentions of the Parties agreed upon in this Agreement.

#### GTL

**2.6**

The Client declares that he/she/it has read the text of Eidotech’s General Conditions for the Provision of Services annexed to this Agreement, and

that he/she/it fully accepts them.

#### Counterparts

**2.7**

This Agreement has been made in duplicate, one copy for each of the Parties.

#### Client

I accept the conditions mentioned above

#### Provider

EIDOTECH Polska sp. z o.o.

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Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 • SWIFT: PKOPPLPW

1. GENERAL PROVISIONS
2. These General Terms and Conditions of Lease Agreement (the "GTL") gov- ern all significant elements of the Equipment Lease relationship between Eidotech and the Client and constitute an integral part of the Lease Agreement executed between Eidotech and the Client, unless the Parties have explicitly excluded applicability of these GTL or particular provisions hereof, or explicitly amend particular provisions of these GTL in the Lease Agreement.
3. These GTL along with the Lease Agreement form the basis of the lease relationship between Eidotech and the Client. For the avoidance of doubt, these GTL do not apply to consumers.
4. No other provisions, documents or representations shall constitute any basis for the formation of a legal relationship (or its part) between the Parties unless the Parties expressly agree otherwise in the Lease Agree- ment.
5. For the avoidance of doubt, any general terms and conditions of contracts, regulations or contractual standards used by the Client in their activities or by third parties shall not apply to the legal relationship between Eido- tech and the Client.
6. In the case of any discrepancies between the Lease Agreement and these GTL, the Lease Agreement, exclusive of these GTL, shall prevail.
7. Subject to mandatory provisions of law, including in particular the Public Procurement Law of 11 September 2019 (Journal of Laws from 2019 Pos. 2019 with further amendments), these GTL shall apply to each Client.
8. DEFINITIONS

Unless expressly stated otherwise in these GTL, all capitalised terms used in these GTL shall have the following meaning:

"Confidential Information"

means the fact that the Lease Agreement has been negotiated and signed as well as any information of technical, financial, commercial or confidential nature concerning the Parties and the terms and conditions of the Lease Agreement, including correspondence related to the Lease Agreement, disclosed by one Party to the other Party directly or indirectly either before or after the Lease Agreement is signed;

"Client"

means any person, unit, institution and any entity being a party to the Lease Agreement, including in particular a sole trader, a partnership, a company or any other legal entity created under private law or public law, except for a consumer within the meaning of article 22[1] of the Polish Civil Code;

"Eidotech"

means Eidotech Polska limited liability company with its registered office in Michałowice (05-816) at ul. Świerkowa 3a, entered in the Business Register of the Polish Court Register kept by the District Court for Warsaw in Warsaw, 12th Commercial Division of the Polish Court Register (KRS), under KRS no. 0000311923, TAX ID no. (NIP) PL8992649267, National Official Business Register: 020784990, share capital: 100.000 zł;

"Equipment"

means multimedia devices and /or other devices and movable objects used for the organization of art exhibitions or other events, together with accessories, spare parts, manuals and guidelines, being the subject of the Lease Agreement;

"Force Majeure"

means any circumstance or event beyond the control and without the fault or negligence of the Party affected and which by the exercise of due diligence the Party affected was unable to prevent. Force Majeure includes in particular (but is not limited to) the events of:

* 1. war, invasion, acts of terrorism, civil war, rebellion, revolution, in- surrection, or military or usurped power, requisition or expropria- tion by any governmental or other competent authority;
	2. earthquake, flood, fire or other natural disaster, including but not limited to weather conditions such as e.g. hurricanes, and snow storms, regardless of severity;
	3. strikes at a national level or industrial disputes at a national lev- el, or strikes or industrial disputes by labour not employed by the affected Party, its subcontractors or its suppliers, and which are relevant to the performance of the Lease Agreement.

"Lease"

means the Client's right to use the Equipment for a Lease Period, in exchange for the agreed rent paid to Eidotech, as specified in the Lease Agreement;

"Lease Agreement"

means the lease agreement executed between Eidotech as the lessor and a re- spective Client as the lessee, based on: (i) terms and conditions of lease pro- posed by Eidotech, subsequently accepted by the Client and finally confirmed by Eidotech, (ii) all Client's orders accepted and approved by Eidotech, or (iii) arrangements of the Parties made in writing or by electronic means (e-mail), in particular a rental contract document, covering:

1. data identifying the Client and the Client's representatives respon- sible for the performance of the Lease Agreement;
2. the type and quantity of the Equipment;
3. the planned Lease Period;
4. the amount and date of payment of the Lease rent, as a net value;
5. the Place of Lease;
6. the insurance value of individual components of the Equipment;
7. the Client's written declaration on the acknowledgement of these GTL.

For the avoidance of doubt, terms and conditions of lease accepted by both Par- ties, order confirmations, delivery notes as well as a rental contract document, signed and approved by authorized representatives of Eidotech, constitute a valid Lease Agreement binding upon both Parties;

"Lease Period"

means a period from the date the Equipment is released to the Client (responsi- bility is transferred) for the purpose of its paid use to the date the Equipment is returned to Eidotech, as specified in detail in paragraph III of these GTL;

"Parties"

means Eidotech and the respective Client, being the parties to the Lease Agree- ment;

"Place of Lease"

means the Client's registered office or another place specified in the Lease Agree- ment, where the Equipment will be used by the Client;

"Return Document"

means any document related to Client's return of the Equipment to Eidotech, approved and signed by Eidotech or the carrier appointed by Eidotech, also in the form of a relevant shipping document;

"Shipping Document"

means any document based on which the Equipment is released to the Client for Lease, signed by the Client or a person/carrier appointed by the Client.

1. DELIVERY AND RETURN OF EQUIPMENT
2. The Equipment shall be delivered and returned at the Place of Lease or an- other agreed place, as arranged between the Parties, based on a Shipping Document or Return Document, as the case may be.
3. Unless otherwise agreed, the Equipment shall be delivered and returned at the Client's expense. Eidotech shall arrange the delivery in consultation with the Client.
4. The Client shall check the completeness of the Equipment and its technical



strona 1

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condition and report possible defects of the Equipment to Eidotech imme- diately upon its receipt, but no later than within three (3) days of the date of its receipt by the Client, established based on the date of the execution of the Shipping Document by the Client. If the Client does not comment on the Equipment within such time, the Parties shall conclude that by signing the Shipping Document, the Client confirmed that the Equipment is com- plete, in good working order and fit for the intended purpose and that the Client is familiar with Equipment operation principles and has knowledge necessary for its appropriate use.

1. If the Client notifies defects of the Equipment immediately, no later than within the period mentioned in section 3 above, relevant provisions of paragraph VIII hereof will apply.
2. If the Client fails to notify a defect immediately, in any case no later than within the period mentioned in section 3 above, the Client will not be per- mitted to reduce the amount of the Lease rent nor exercise any retention right on that basis – to the extent permitted by law.
3. The Client shall be liable for any and all damage to the Equipment and/ or to the property and assets of third parties that arises from the Client being culpable of neglecting or delaying notifying Eidotech of a defect of the Equipment.
4. Transfer of responsibility for the leased Equipment from Eidotech to the Client shall depend on a type of delivery, and shall be as follows:
	1. Ex-works/pick-up and return by the Client directly from/to Eidotech's storage: the Client shall assume responsibility for the Equipment from the time the Equipment is transferred to the Client or a person/carrier appointed by the Client at the place of pick-up (Eidotech storage). From this time on, the Client shall bear all risks of loss of or damage to the Equipment. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the re- turn of the Equipment shall be deemed complete when a Return Doc- ument is signed by a duly authorized representative of Eidotech at Eidotech's storage;
	2. Eidotech's deliveries to an agreed destination: the Client shall as- sume responsibility for all the Equipment from the time the Equip- ment is delivered to the agreed place of delivery. From this time on, the Client shall bear all risks of loss of or damage to the Equip- ment. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the return of the Equipment shall be deemed complete and hence responsibility for the Equipment shall be transferred to Eidotech when a Return Document is signed by an authorized representative of Eidotech;
	3. Delivery of goods to a carrier appointed by the Client: the Cli- ent shall assume responsibility for all the Equipment from the time the Equipment is transferred to a carrier appoint- ed by the Client (usually at a customs border - airport ter- minal). From this time on, the Client shall bear all risks of loss of or damage to the Equipment. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the re- turn of the Equipment shall be deemed complete upon the transfer of the Equipment to a carrier appointed by Eidotech, and when the Re- turn Document has been signed by a duly authorized representative of Eidotech.
5. The Equipment delivery and return dates indicated in the rental contract document prepared by Eidotech shall determine the exact Lease Period.
6. From the time when the Equipment is released to the Client, as stated by the Shipping Document, to the date when it is returned to Eidotech, as stated by the Return Document, the risk of loss or damage to the Equip- ment shall pass to the Client.
7. In the event that the delivery of the Equipment is delayed for reasons attributable to the Client, the risk shall pass to the Client at the time the carrier or Eidotech notifies the Client that the Equipment is ready to be released.
8. The Client shall be held fully liable towards Eidotech for any damage suf- fered by Eidotech due to non-performance or improper performance of

the Lease Agreement, particularly the Client shall fully indemnify Eidotech for any loss, theft or damage of the Equipment. Any liability of Eidotech towards the Client for any damage resulting directly or indirectly from the use of the Equipment is excluded within the maximum limits permitted by the law.

1. FITNESS FOR INTENDED PURPOSE, FAIR WEAR AND TEAR
2. The Equipment is handed over to the Client in a condition adequate to the agreed use.
3. From the time the Equipment is released until it is duly returned, the Cli- ent shall have a legal duty to ensure the safety of the Equipment.
4. The Client commits to return the Equipment in a non-deteriorated condi- tion (fair wear and tear accepted).
5. The Client, through its duly qualified personnel, is obliged to perform maintenance of the Equipment as necessary to maintain it a non-dete- riorated condition, stipulated by the Parties in the Lease Agreement, including in these GTL, reference manuals, or any other written or oral guidelines provided by Eidotech.
6. USE OF EQUIPMENT, LIMITATIONS ON USE
7. The Client is obliged to use Equipment at the Place of Lease. In the event of a change of Place of Lease, caused by circumstances beyond the control of the Client or Force Majeure, the Client is obliged to immediately notify Eidotech of that fact.
8. The Client shall use the Equipment with due care, according to its intended purpose, its properties and manuals, instructions, handling instructions and guidelines of Eidotech and the manufacturer (if provided or made accessible). The Client must carefully handle devices, ensure the prop- er functioning of the Equipment and promptly notify Eidotech about any identified malfunctions of the Equipment.
9. The Client must not, without express written consent of Eidotech, use the Equipment for any purposes other than those provided for in the Lease Agreement, including these GTL, in particular, it must not use the Equip- ment for any commercial purposes other than those specified in the Lease Agreement.
10. The Client is obliged to protect the Equipment against loss or damage. In the case of loss of or damage to the Equipment, the Client shall immediately, but no later than within 24 hours of the time of loss or damage of the Equipment, inform Eidotech about this fact. In the event of loss of the Equipment as a result of theft or any other offence, the Client is obliged to report such incident to appropriate authorities, in particular to the local police.
11. The Client may entrust the operation of the Equipment only to persons having appropriate knowledge of Equipment functioning and operation. The Client must ensure that the Equipment is handled and installed prop- erly, in accordance with Eidotech's instructions and guidelines, and with the manufacturer's manual. In addition, the Client shall only connect the Equipment to a secure and stable power grid. The continuous operation of the Equipment on the 24/7 basis without explicit permission from Ei- dotech is forbidden, as is the operation of the Equipment that is not in conformity with the manufacturer's manual (e.g. excessively high or low temperature, humidity, dust, haze, smoke, blockage of ventilation etc.).
12. The Client is responsible for providing a reliable and adequate technical environment for the powering of the Equipment, including but not limited to the adequate electrical installation. The technical environment must conform to the existing laws and norms for this type of technical environ- ment, and meet the requirements of the manufacturers of the Equipment. The Client shall be held liable for any damage caused to the Equipment by an inadequate, unstable or otherwise faulty technical environment in which it put the Equipment, in particular a defective electrical installation.
13. Standard terms of the Lease Agreement permit the usage of the Equip- ment within the Place of Lease visiting hours only (as published on the website of the Place of Lease), but in any case the Equipment should not be used for more than 11 hours per day. Any prolonged usage of the Equip- ment - especially on a 24/7 basis - shall be regarded as non-standard, and



strona 2

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it shall be forbidden for the following types of Equipment: most multime- dia projectors, film and slide projectors, DVD players, and Blu-ray players. Any intended use of such type of Equipment beyond the Place of Lease visiting hours requires express consent of Eidotech (to be given by e-mail or included in an offer/the Lease Agreement). Eidotech reserves the right to charge additional fees, if any such type of multimedia Equipment is in the "ON" mode beyond the Place of Lease visiting hours or longer than it was agreed upon, of up to a maximum of three times the rent for the item in question (in the case of 24/7 usage). The Client shall be held liable for any damage caused to the Equipment by its prolonged use.

1. Eidotech has to be consulted about any prolonged usage of any types of devices. Eidotech may charge additional fees if the usage of the Equip- ment is prolonged without such consultation.
2. The Client is obliged to monitor the wear of the Equipment and, if neces- sary, replace and maintain consumable items such as lamps in multimedia and analogue projectors at its own expense. Replacement and mainte- nance should be made by the Client's qualified personnel following the timetable and instructions of Eidotech and the manufacturers and accord- ing to manuals and recommendations made available to the Client.
3. Subject to the foregoing section 9, the Client may not, without prior written consent of Eidotech, make any changes to the Equipment, and in particular install any additional or replacement equipment and software. If any changes are made to the Equipment without prior written consent of Eidotech, the Client shall pay Eidotech an amount equal to the value of the changed component part of the Equipment according to the value indicated to the Client for insurance purposes.
4. If the services regarding the Equipment performed by Eidotech require additional expenses that are not covered in the Lease Agreement (e.g. costs related to the preparation of digital files and unexpected additional fees related to delivery), Eidotech, providing an estimate of the expected additional costs in advance, shall be entitled to document such additional expenses and invoice them to the Client.
5. Eidotech is entitled at any time to monitor the condition and manner of use of the Equipment at the Place of Lease, and the Client is obliged to enable Eidotech to inspect the current condition of the Equipment.
6. Eidotech is entitled to terminate the Lease Agreement and demand the re- turn of the Equipment before the Lease Period expires for compelling rea- sons, including but not limited to: (i) a considerable deterioration in the Client's financial circumstances; (ii) bad checks being issued by the Client;

(iii) initiation of debt collection proceedings against the Client; (iv) in- sufficient care of the Equipment; and (v) improper or illegal use of the Equipment. In that case, the Client commits to immediately return the Equipment before the expiry of the Lease Period, at Eidotech's any re- quest. The Client will then be refunded by Eidotech for the proportionate rent paid by the Client for the Lease Period not used by the Client.

1. Where the use of the Equipment involves also the use of software, the software shall be used in accordance with the terms of the licence as de- termined by the licensor. Eidotech shall not be held liable for any damage done to the Client by the software used thereby, particularly where the software is used contrary to the licence.
2. The Client, without prior written consent of Eidotech, shall not have the right to sublease the Equipment or release it to any third party whether against payment or free of charge.
3. NON-CONTRACTUAL USE OF EQUIPMENT
4. The use of the Equipment without prior express written consent of Eido- tech after the Lease Period specified in the Lease Agreement expires or after the Lease Agreement is terminated may in no case be considered as an extension/renewal of the Lease Agreement.
5. In the case of failure to return the Equipment immediately, as described in p. 1, Eidotech shall be entitled to charge a contractual penalty equal to 150% of the daily Lease rent rate for each day of the non-contractual use of the Equipment until the date it is returned. Notwithstanding such contractual penalty, if the Client fails to return the Equipment within two

(2) weeks, despite having received a request for that from Eidotech, the

Client shall be obliged to pay to Eidotech an additional contractual penalty equivalent to the insurance value of the Equipment. In each case, the Cli- ent shall also be obliged to cover the costs incurred by Eidotech to recover possession of the Equipment, including any costs of debt collection. The risk of damage to or loss of the Equipment shall rest with the Client until Eidotech regains possession of Equipment.

1. Eidotech reserves the right to claim for compensation exceeding the con- tractual penalties indicated above. Eidotech reserves the right to charge the Client with all additional costs of the non-contractual use of the Equipment, including in particular the costs of the purchase or sublease of equal equipment from another entity to secure it for another project or the costs of express deliveries of the Equipment or new booking for an overseas shipment due to the Equipment having been returned late by the Client.
2. INSURANCE
3. The Client shall at its own cost and expense take out, maintain during the entire Lease Period, and pay in due time for insurance of the Equipment against all risks, of the amount equal to the full insurance value of the Equipment specified in the Lease Agreement. Such insurance shall in par- ticular cover all loss, theft, general damage, damage due to vandalism, destruction, and damage caused by natural forces or Force Majeure of or to the Equipment.
4. Unless stipulated otherwise, in the event of loss of or damage to the Equip- ment, the Client is obliged to pay Eidotech a contractual penalty equal to the amount of the full insurance value of the lost or damaged Equipment specified in the Lease Agreement immediately after Eidotech issues an in- voice, irrespective of any actions or omissions of the insurance company, in particular in the case of a delay in payment of compensation by the insurer to the Client. If the Client delays payment of a contractual penalty for lost or damaged Equipment, Eidotech reserves the right to charge further rent until the contractual penalty for lost or damaged Equipment is fully paid. Eidotech also reserves the right to claim compensation exceeding the amount of the contractual penalty referred to in this section 2.
5. Eidotech reserves the right to request that the Client hand over to Eidotech the insurance policy with general terms and conditions of insurance, a proof of payment of insurance premiums and a statement of the Client approved by the insurance company about the transfer of rights under the insurance contract to Eidotech, requiring the insurer to pay compensation for dam- age caused to the Equipment directly to Eidotech. The Client shall inform Eidotech without delay of any changes in the insurance.
6. In the event that the Lease Period is extended for any reason beyond the period provided for by the Parties in the Lease Agreement, the Client shall maintain the insurance on the existing terms and conditions throughout the period when the Equipment is in the Client's possession.
7. FAULTS AND REPLACEMENT OF FAULTY EQUIPMENT
8. Eidotech shall release the Equipment to the Client without any defects or damage that could prevent the Equipment from being used for the purpose agreed by the Parties in the Lease Agreement.
9. The Client shall notify, to the e-mail address of Eidotech specified in the Lease Agreement, any defects or irregularities that threaten the proper functioning of the Equipment during the Lease Period and its use for an intended purpose, immediately, but no later than within one (1) day after any defect or irregularity is detected. The Client shall be held liable for the delay in notifying Eidotech about the defect or irregularity and for the damage resulting therefrom.
10. If the Client fails to give immediate notice of any defect or irregularity, the Client shall not be permitted to claim a reduction in the Lease rent, claim for damages, nor exercise any retention right on that basis, in the extent permitted by law.
11. The Equipment delivered to the Client is always pre-checked by Eidotech and is in good condition, but nevertheless its failures can never be exclud- ed. Therefore, Eidotech always recommends and in some cases requires



strona 3

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the lease of backup equipment to prevent any interruption of an exhibition for which the Equipment has been leased, especially for exhibitions taking place outside of Poland because of longer times and higher costs of po- tential deliveries of replacement equipment. The same applies to events of high importance and/or short-term events (festivals, art fairs).

1. In the case of any malfunction of the Equipment, Eidotech shall assist the Client in establishing the nature of and reasons for the malfunc- tion. The Client is requested to provide Eidotech with all details of the malfunction including photo and/or video documentation, to answer questions about the malfunction and to perform tests recommended by Eidotech. Such tests can be performed on behalf of the Client by persons having appropriate qualifications and knowledge with regard to Equip- ment's functioning and operation only.
2. In the event of a failure or malfunction of the Equipment caused by rea- sons that are not attributable to the Client, Eidotech shall make replace- ment equipment equivalent in terms of technical parameters to the faulty Equipment available to the Client. Eidotech shall deliver the replacement equipment via standard forwarding service, and not express delivery. Any extra services (such as express delivery or Equipment upgrade) shall be invoiced by Eidotech to the Client. Eidotech reserves the right to further investigate the exact cause of the malfunction after the defective Equip- ment or its part is returned to its service.
3. If the cause of the defect turns out to be attributable to the Client (and not to the normal wear and tear of the Equipment), Eidotech can demand reimbursement for costs of the repair/damage of the Equipment or the additional delivery and rent for the additional rental of the replacement equipment on terms identical to those of the Equipment Lease, as provid- ed for in section 9 below. Irrespective of the above and other Eidotech's claims under these GTL and applicable law, Eidotech can also demand re- imbursement for costs of checking the Equipment and its additional deliv- ery in the case when reasons for the malfunction of the Equipment given by the Client turn out to be false or misleading.
4. The causes of malfunction attributable to the Client include in particular: physical damage, improper handling, improper installation, a faulty, inse- cure or unstable power grid, operation of the Equipment on a 24/7 basis without explicit permission from Eidotech, operation of the Equipment that is not in conformity with the manufacturer's manual (e.g. excessively high or low temperature, humidity, dust, haze, smoke, blockage of venti- lation etc.).
5. Where replacement equipment has been delivered to the Client in con- nection with a failure or malfunction of the Equipment caused by reasons attributable to the Client, Eidotech shall be entitled to rent from the Cli- ent for such replacement equipment on terms identical to those of the Equipment Lease, irrespective of the Lease rent specified in the Lease Agreement being paid. All additional costs of transport or shipping costs shall be covered by the Client.
6. The Client shall not have a right to repair or modify the Equipment without prior express written consent of Eidotech. If the Equipment is repaired or modified without prior express written consent of Eidotech, Eidotech may require the Client to pay a contractual penalty in the amount equal to the insurance value of the Equipment (or its relevant component) and to reimburse the costs of its restoration to the previous condition, which shall be without prejudice to Eidotech's right to seek compensation for damage resulting from such action of the Client, exceeding the amount of the contractual penalty.
7. In the unlikely event that a repair must be undertaken at the Place of Lease and under the supervision of the Client (in any case upon written consent of Eidotech), it must be undertaken by personnel of services officially ap- proved by the manufacturer or by Eidotech. The Client must obtain Eido- tech's prior approval of the costs, method and rules of such repairs. Such approval may be sent by Eidotech via e-mail.
8. If In the case of the malfunction of the Equipment (or any item thereof) during the Lease Period, Eidotech shall either provide an equivalent re- placement, or withdraw from or terminate effective immediately that part of the Lease Agreement that concerns the defective Equipment (or its particular item) in question. In the latter case, Eidotech will reimburse the

Client for the equivalent of the rent paid for the defective Equipment (or this particular item) for that time in the Lease Period during which the Cli- ent was not able to use the defective Equipment (or this particular item).

1. Subject to the Client's rights expressly provided for in these GTL or man- datory provisions of law, Eidotech shall in no event be held liable for any damage suffered by the Client resulting from or related to downtime caused by malfunction of the Equipment.
2. Communications regarding issues indicated in this paragraph VIII shall be sent by e-mail. If any crucial decisions or statements are made during phone calls, a summary by e-mail shall be provided by a representative of Eidotech in order for them to be valid.
3. Provisions of these GTL applicable to the Equipment shall also apply accord- ingly to the replacement /backup equipment referred to in this paragraph VIII.
4. Any claims of the Client concerning defective Equipment other than those indicated under these GTL are excluded to the maximum extent permitted by the applicable law.
5. RETURN OF DAMAGED EQUIPMENT
6. If Eidotech finds that the condition of the returned Equipment is not con- sistent with the terms and conditions of the Lease Agreement (in particular, it exceeds normal wear and tear of the Equipment), Eidotech reserves the right to charge the Client with the cost of its repair, based on a damage protocol and Eidotech's in-house repair cost valuation, which shall be final and binding upon the Client.
7. Within thirty (30) days from the Equipment return date, Eidotech shall provide the Client with a preliminary Equipment repair cost calculation and damage protocol, but Eidotech stipulates that in some cases a longer timeframe for a preliminary repair cost as- sessment might be necessary. The final repair cost calculation shall be presented to the Client within seven (7) days of the repair com- pletion. The Client shall pay the repair cost within seven (7) days of receiving the notice of the final repair cost.
8. If given Equipment is damaged completely (repair is impossible or its costs exceed the value of the Equipment), the Client shall pay to Eido- tech a contractual penalty equal to the amount of the insurance value of such Equipment stipulated in the Lease Agreement. Paragraph VII section 2 shall apply accordingly, in particular Eidotech reserves right to claim compensation exceeding the amount of the contractual penalty.
9. If the Client is in delay of payment of the contractual penalty for the complete or partial damage of Equipment, Eidotech reserves the right to charge the Client daily rent (on terms identical to those of the Equipment Lease indicated in the Lease Agreement) for the Equipment in question until the contractual penalty is fully paid. In particular, the Client is to pay the agreed rent (based on a daily rate calculated under the Lease Agreement) for the time of a possible repair.
10. PAYMENTS AND COLLATERAL
11. Any sums due to Eidotech presented in any offer, acceptance, the Lease Agreement or any other document are in EUR, unless Eidotech and the Client agree otherwise in writing. These amounts do not include any taxes, fees, transport and shipping costs or similar charges that are due now or shall be payable in the future in connection with the Lease Agreement. Tax- es, fees, transport and shipping costs or similar charges shall be charged by Eidotech if, under these GTL or under the law, Eidotech is obliged or enti- tled to pay or collect them and the Client is obliged to pay them.
12. The Client is obliged to pay the sums due in the amount and within the dates specified in the Lease Agreement and resulting from invoices.
13. All payments to Eidotech shall be made to the bank account indicated in the invoices. The payment date shall be the date Eidotech's bank account is credited.
14. If the Client fails to meet the payment deadline, Eidotech will be author- ised to charge maximum interest for each day of delay.
15. The obligation to pay the Lease rent lies with the Client regardless of



strona 4

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whether or not the Client has actually used Equipment during the Lease Period.

1. Eidotech may require the Client to make an advance payment towards the Lease rent or secure the performance of the Lease Agreement with a de- posit on terms and conditions set forth in the Lease Agreement. In such case, Eidotech is entitled to withhold the delivery of the Equipment to the Client until such advance payment is made or such deposit is established by the Client.
2. Eidotech may at any time deduct from the deposit paid by the Client any sums due to Eidotech, arising out of or in connection with the Lease Agreement or other agreements concluded between the Parties, including in particular the amount of outstanding Lease rent and other benefits, contractual penalties, fees, additional charges, damages including inter- est for the period of delay, and claims for damage, destruction or loss of Equipment.
3. In the event Eidotech makes a deduction from the deposit, Eidotech may require the Client to supplement the deposit to the original amount within three (3) days of the date of receiving information about the deduction from Eidotech. The deposit shall be returned within seven (7) days after the Equipment is returned in a condition in no way worse after accounts are fully settled between the Parties under the Lease Agreement. Eido- tech, at its discretion, has the right to demand at any time other addi- tional collateral for the Lease Agreement, which should be paid and/or established by the Client within three (3) days of the date of such request by Eidotech.
4. Irrespective of the Lease rent and other costs indicated in the Lease Agreement or these GTL, the Client shall be liable to pay contractual pen- alties if events stipulated herein occur and in the amounts indicated in these GTL.
5. Whenever the Lease Agreement and/or these GTL provide for the Client's obligation to pay a penalty, this will be without prejudice to Eidotech's right to be compensated in full by the Client for any damage, and such compensation may exceed the amount of a contractual penalty stipulated.
6. The Client shall not be entitled to deduct any sums due to the Client from Eidotech from any of Eidotech's claims against the Client under the Lease Agreement.
7. EIDOTECH'S LIABILITY
8. Eidotech shall be liable only for actual and direct damage arising out of non-performance or improper performance of its obligations under these GTL or the Lease Agreement. In any case, Eidotech's liability is limited to the amount of rent paid by the Client for that part of the non-performance or improper performance of Eidotech's obligations under these GTL or the Lease Agreement giving rise to Eidotech's liability. Eidotech shall not be liable towards the Client or any third parties for any indirect damage or lost profits.
9. Eidotech shall not be held liable for failure to perform or improper per- formance of its obligations under these GTL or the Lease Agreement if it has been caused by Force Majeure. In the event that a Force Majeure event lasts longer than one (1) month (or if Eidotech assumes reasonably that the delay will continue for more than one (1) month), Eidotech shall be entitled to terminate the Lease Agreement in whole or in part without any obligations towards the Client.
10. In each of the cases of non-performance due to Force Majeure, the per- formance of the Lease Agreement or its portion by Eidotech shall be suspended for the duration of Force Majeure, without any obligation or liability of Eidotech towards the Client in respect of any damage resulting therefrom.
11. Eidotech shall not be liable for the actions and omissions of any person who has been subcontracted for a specific task for the Client. In such case, the Client is entitled to exercise its rights directly against the sub- contractor.
12. Provisions of this paragraph XI shall also apply accordingly to the liability in connection with non-performance or improper performance of addition- al services rendered to the Client in connection with the performance of

the Lease Agreement.

1. THIRD PARTY RIGHTS
2. The Client warrants that the execution and performance of the Lease Agreement will not affect any third party rights, in particular copyrights or licence rights to protected works recorded on the Equipment, and Eido- tech shall not be liable for any infringement of such rights by the Client.
3. If as a result of the use of the Equipment by the Client any claims are raised against Eidotech for breach of any third party rights, including in particular the copyrights or licence rights, the Client will hold Eidotech harmless against any liability related to such claims filed against Eido- tech, join any proceedings, including court proceedings connected with such breach and cover all costs incurred by Eidotech when combating such claims, including the court fees and costs of legal advice related to such proceedings.
4. LEASE PERIOD AND TERMINATION OF LEASE AGREEMENT
5. The Lease Agreement shall be binding from the date of its execution (joint statements of will made by both Parties) until the expiry of the Lease Period or the date of its termination.
6. The Lease Agreement can be terminated early only for good reason, on terms and conditions stipulated in these GTL and/or in the Lease Agree- ment.
7. Eidotech shall be entitled to terminate the Lease Agreement with immedi- ate effect in the following cases:
	1. the Client is in delay of payment of the sums due under the Lease Agreement for at least seven (7) days;
	2. the Client fails to establish, within the provided time limits, any col- lateral for the performance of the Lease Agreement, including in particular a deposit, or pay an advance payment stipulated in the Lease Agreement;
	3. the Client fails to conclude the insurance contract referred to in paragraph VII of these GTL;
	4. the Client uses the Equipment in a manner contrary to the one spec- ified in the Lease Agreement and /or these GTL or in a manner contra- ry to its intended use, including in particular exposing the Equipment to loss or damage, subletting or making the Equipment available for use to a third party, and changing the Place of Lease without Eidotech's prior consent;
	5. in the event of a risk of the Client's insolvency, of filing a petition for the Client's deletion from the relevant register, or if a resolution is adopted to dissolve the Client (being a company) and open its liquidation procedure or when the Client's receivership has been established.
8. In the event of early termination of the Lease Agreement by the Client, before the start of the Lease Period, whatever the case may be, Eidotech may charge the Client with contractual penalties in the following amounts:
	1. 30% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated within thirty (30) days before the start of the Lease Period indicated in the Lease Agreement;
	2. 40% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated within fourteen (14) days before the start of the Lease Period indicated in the Lease Agreement;
	3. 50% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated within eight (8) days before the start of the Lease Period indicated in the Lease Agreement;
	4. 100% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated seven (7) or fewer days before the start of the Lease Period indicated in the Lease Agreement.



strona 5

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Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 •SWIFT: PKOPPLPW

1. If the Lease Agreement is terminated before the Lease Period expires, the Client shall immediately return the Equipment at its own expense to Eidotech. In the event of failure by the Client to return the Equipment within three (3) days of termination of the Lease Agreement, Eidotech shall have the right to collect the Equipment on its own at the Client's expense.
2. The Client may not assign the Agreement or any of their rights or obliga- tions under the Agreement without Eidotech's written consent.
3. CONFIDENTIALITY
4. The Parties shall keep Confidential Information confidential.
5. A Party receiving Confidential Information will:
	1. keep it confidential;
	2. not disclose it to any third party without the disclosing Party's con- sent;
	3. not use Confidential Information for any purpose other than that in- dicated in the Lease Agreement or to perform its obligations under the Lease Agreement.
6. A Party receiving Confidential Information may disclose it to its employ- ees, subcontractors, cooperating parties and legal, tax and financial ad- visers, informing them of the obligation to keep the Confidential Informa- tion confidential.
7. The confidentiality obligation does not apply to Confidential Information:
	1. that is disclosed pursuant to the law to public administrative au- thorities or courts; or
	2. that was known to the receiving Party before it was disclosed by the disclosing Party; or
	3. that the Party receiving the Confidential Information lawfully ob- tained from a third party.

4. The confidentiality obligation as referred to in this paragraph XIV is not limited in time.

1. COMMUNICATION
2. Any notices under or in connection with the execution and performance of the Lease Agreement and these GTL shall be drawn up in writing and delivered by registered mail, courier or e-mail with confirmation of receipt by the Party that is to receive the notice, unless the GTL or the Lease Agreement provides for another particular form (e.g. e-mail).
3. Notices shall be sent to the addresses or e-mail addresses indicated by the Parties in the Lease Agreement.
4. Notices shall be deemed received as follows:
	1. notices sent via registered mail, at the time of acknowledgement of receipt or in the absence of acknowledgement of receipt, upon the expiry of seven (7) calendar days after the day of the second notification of delivery;
	2. notices sent via courier, at the time of delivery;
	3. notices sent via e-mail, when they are sent by the sender, provided that the sender does not receive automatically generated infor- mation that the message has not been delivered to the recipient's proper e-mail address.
5. DISPUTE RESOLUTION AND APPLICABLE LAW
6. The Parties shall first attempt to settle any dispute arising out of the Lease Agreement amicably (especially through negotiation or mediation). If the Parties fail to resolve the dispute amicably within two (2) weeks, it shall be settled by the competent court having territorial and substantive jurisdiction over Eidotech's registered office, unless the Parties agree otherwise in the Lease Agreement.
7. These GTL shall be governed by and interpreted in accordance with the laws of Poland.



strona 6

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* 1. GENERAL PROVISIONS

These General Terms and Conditions for the Provision of Services ("GTPS") reg- ulate the terms of cooperation between Eidotech and the Client in the scope of providing services specified in the written or electronic service offer and / or Agreement.

These GTPS constitute an integral part of the Agreement concluded between Eidotech and the Client, unless the Parties expressly exclude the application of these GTPS or their individual provisions, or expressly amend individual provi- sions of these GTPS in the Agreement.

Subject to the mandatory provisions of law, in particular the Act of 11 Septem- ber 2019 - Public Procurement Law (Journal of Laws from 2019, item 2019, as amended), these GTPS shall apply to every client except consumers within the meaning of art. 221 of the Civil Code.

For the avoidance of doubt, these GTPS shall not apply to consumers.

* 1. DEFINITIONS

Unless expressly stated otherwise in these GTPS, all capitalised terms in these GTPS shall have the following meanings:

"Agreement"

means the agreement concluded between Eidotech and the Client, based on a written form or a scan sent by e-mail:

1. the offer submitted by Eidotech, accepted by the Client and finally con- firmed by Eidotech;
2. all the Client's orders accepted and approved by Eidotech.

The Agreement must include such data as: Client's data, Eidotech's data, the type and scope of Services provided; planned date of performance of the Ser- vices; the amount and date of payment of remuneration for the provision of Services specified as net value; Place of Service Provision; Client's statement of acceptance of these GTPS. In specific cases, the Agreement between Eidotech and the Client can be confirmed by an additional Service Contract document. For the avoidance of doubt, the terms of Service provision, i.e. offer approved by the Client's representatives and confirmed by Eidotech in the form of a Confir- mation of Order constitute a valid Agreement binding on the Parties.

"Client"

means any person, unit, institution or any entity that is a party to the Agree- ment, including in particular: a corporation or other legal entity established in accordance with private or public law, excluding the consumer within the meaning of art. 22[1] of the Polish Civil Code.

"Confidential Information"

means the circumstances of negotiating and signing the Agreement, as well as any technical, financial, commercial, organisational information, know-how or other types of information reserved as confidential with regard to the Parties and the terms of the Agreement, including correspondence regarding the Agree- ment, disclosed by one of the Parties to the other Party, directly or indirectly, before, after signing or while performing the Agreement;

"Eidotech"

means Eidotech Polska limited liability company with its registered office in Michałowice (05-816) at ul. Świerkowa 3a, entered in the Business Register of the Polish Court Register kept by the District Court for Warsaw in Warsaw, 12th Commercial Division of the Polish Court Register (KRS), under KRS no. 0000311923, TAX ID no. (NIP) PL8992649267, National Official Business Register: 020784990, share capital: 100.000 zł;

"Eidotech Technician"

means an Eidotech employee or a subcontractor designated to carry out and supervise the Service as well as to transfer the Installation to the Client;

"Equipment"

means multimedia devices and other movable devices and items used to organ- ise artistic exhibitions and other events together with complete accessories,

spare parts, operating instructions and tips, which is the subject of the Services provided by Eidotech to the Client;

"Force Majeure"

means circumstances or events over which the Party concerned has no influ- ence and which arose without its fault or neglect, and which the Party could not have prevented despite exercising due diligence. Force Majeure includes in particular (but not exclusively): war, invasion, acts of terror, civil war, rebellion, revolution, insurrection, armed or other coup d'état, confiscation or expropria- tion by a governmental body or other competent authority; earthquake, flood, fire or other natural disaster, including, but not limited to, weather conditions such as hurricanes, snow storms - regardless of their severity; strikes at nation- al level or collective disputes at national level, or strikes or collective disputes involving employees not employed by a Party affected by Force Majeure, its subcontractors or suppliers, and which are relevant to the performance of the Contract;

"Installation"

means the assembly, setting, configuration and commissioning of the Equipment in accordance with the requirements of the artist (and / or curator) and the Cli- ent transferred to Eidotech before the provision of the Services. The installation may concern many Works of Art and many locations;

"Installation Hand-over Protocol"

means the acceptance document confirming the completion of the Installation and transfer the responsibility for the daily operation of the exhibition to the Client.

"Installation Planning"

means the development by Eidotech, in collaboration with the Client, of a proposal of a set and setup of the Equipment at the Place of Service Provision for the needs of a given exhibition, taking into account the technical and budget requirements provided by the Client, a list of technical requirements of the artist, curator's instructions etc. The proposed Equipment set and a setup of the Equipment sub- mitted by Eidotech is for information purposes only. The Client makes the final decision regarding the selection and setting of individual devices.

"Parties"

means Eidotech and a given Client who are parties to the Agreement;

"Place of Service Provision"

means the Client's registered office or other place or places indicated in the Agreement, where the Services will be performed;

"Service / Services"

means the services related to the Equipment provided by Eidotech as a part of the organisation of artistic exhibitions and other events, including in particu- lar technical planning, Installation and uninstallation of the Equipment, packing of the Equipment after uninstallation, technical support and assistance in the field of service, removal of malfunctions, defects and the Equipment's operation disturbances;

"Work of Art"

means a single artistic work as intended by its author, although it may consist of many elements and pieces of the Equipment;

* 1. INSTALLATION PLANNING, PREPARATION OF THE PLACE OF SERVICE PROVISION
1. In order to properly plan the Installation, the Client undertakes to imme- diately provide Eidotech, upon request, with all the details regarding the Place of Service Provision, which may affect the selection of the Equip- ment and the Installation plan, including in particular:
	1. floor plans;
	2. dimensions of planned projections, the place of the Equipment's mounting;



strona 1

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* 1. artist's technical rider;
	2. curator's instructions;
	3. budget of the project;
	4. other useful information or documents regarding the Place of Ser- vice Provision and the planned exhibition and Works of Art to be shown, including the dates of the Installation, technical preparation of the persons responsible for its use.

Eidotech shall not be held liable for damage caused by the Client provid- ing incorrect or incomplete information at the Installation Planning stage

1. The Client shall be responsible for preparing the Place of Service Provi- sion for the purposes of the Installation and for ensuring a reliable and appropriate technical environment for the Installation. The technical en- vironment shall comply with applicable regulations and standards for this type of technical environment and shall also be adapted to the use of power tools (drills, drill/drivers, etc.) and meet the requirements of the manufacturers of the Equipment being the subject of the Installation. The Client is responsible for adapting the electrical installation to the needs of the Equipment and Installation.
2. Eidotech shall not be liable for damage resulting from inadequate prepa- ration of the technical environment or for a malfunction of the technical environment.
3. The Client shall be obliged to provide Eidotech with all information on the restrictions regarding the Installation, including architectural, phys- ical, technical, fire-fighting nature (e.g. restrictions on the possibility of using flammable materials such as linings, projection, sound-absorbing and darkening screens), Health& Safety, legal restrictions, restrictions on drilling holes, use of adhesives or other chemicals, as well as other re- strictions that affect the way the Equipment is installed. This information shall be provided to Eidotech at the stage of Installation Planning.
4. The Client guarantees that the Place of Service Provision meets the rele- vant health, safety and fire standards as well as other norms and stand- ards appropriate for the Client's seat, and that it does not pose a threat to life or health of Eidotech Technician(s) and other persons involved in the Installation / exhibition.
5. The Client also guarantees that the Place of Service Provision is suitable for the installation of the Equipment and the method of Equipment Installa- tion established with the Client. This mainly applies to parameters such as: load-bearing capacity of ceilings, trusses, stability of walls, floors, beams and other infrastructure elements that will be used to fix the Equipment. If the Client is aware of any restrictions (technical, structural, fire, Health & Safety, architectural, concerning protection of monuments, etc.) regard- ing the installation of the Equipment at the Place of Service Provision, it shall provide detailed information on this subject to Eidotech at the stage of Installation Planning.
6. In case of doubts regarding the safety of people and the Equipment, the Client shall seek the advice of authorised specialists, e.g. an architect or administrator responsible for the Place of Service Provision, a person responsible for technical supervision over the Place of Service Provision, etc. Eidotech shall not be liable for damage caused by non-adaptation of the Place of Service Provision to the Equipment Installation.
	1. INSTALLATION AND ITS HAND-OVER
7. The Client shall be responsible for providing Eidotech Technician (or Tech- nicians) with the proper devices necessary to perform the Installation, in particular ladders and / or scaffolding, electric winches, unless other- wise specified in the Agreement.
8. Regardless of the information provided during Installation Planning, the Client shall be responsible for providing any Eidotech Technicians with any additional information regarding restrictions on installation works, requested by him during the Installation Planning. The Client shall make sure that these restrictions are respected by the Technician during the Installation.
9. The Client shall be responsible for conducting Health & Safety training or other training for Eidotech Technician / Technicians if such training is required by generally applicable regulations or internal regulations of

the Client. Such training shall be carried out before the start of the In- stallation.

1. The Installation shall be handed over at the Place of Service Provision or other location agreed between the Parties by signing the Installation Hand-over Protocol.
2. During the Installation, the Client shall be obliged to regularly check the compliance of the Installation with the requirements of the artist (and / or curator) and the Client, and to report any remarks on a daily basis, i.e. no later than within 24 hours from the end of the works being the subject of the reservations. The Client's failure to submit remarks on the Instal- lation to Eidotech Technician within the deadline specified above, and at the latest when the Installation is handed over, shall mean that the In- stallation is complete and meets the requirements of the artist (and / or curator) and the Client.
3. Any significant changes to the Installation, at the request of the Client, which were not previously agreed upon between the Client and Eidotech, shall be approved by Eidotech (persons responsible for the performance of the Agreement, i.e. project manager or project developer indicated in the Agreement). Eidotech in consultation with an Eidotech Technician shall determine whether the changes are feasible within the Installation deadline specified in the Agreement. The Client shall be obliged to sub- mit its requests for significant changes in the Installation at the earliest possible date (before the Installation commences), but not later than 24 hours before the end of the Installation. The Client shall bear all the ad- ditional costs resulting from the significant changes in the Installation, provided that the scope of the works exceeds the provisions of the Agree- ment.
4. Upon drawing up of the Installation Hand-over Protocol, the responsibility for the Installation shall pass to the Client.
5. The Client may entrust the operation of installed the Equipment only to persons who have proper knowledge of its functioning and operation. At the Client's request or in any other justified case, an Eidotech Technician may conduct training for the Client's personnel regarding the daily oper- ation of the Equipment during the Exhibition. The training shall take place and be accounted for as part of Eidotech Technician's work set out in the Agreement. In specific cases, the training can be complemented by the handover of an instruction in written form on starting and switching off the Equipment. The Client shall be obliged to ensure that the instructions are followed by all persons responsible for the daily operation of the ex- hibition. The operation of the Equipment and the technical supervision of the Exhibition (in its entirety or in the part, to which Eidotech has provid- ed the Equipment) shall be assigned to persons with adequate technical competences. In case of doubt, the Client shall contact Eidotech at the stage of Installation Planning in order to determine the scope of technical competences of the personnel necessary for the daily operation of the Equipment..
6. The Client shall not have the right to interfere in the Equipment Installa- tion without the express consent of Eidotech, provided that the Installa- tion concerns the Equipment that is in its entirety or partially the subject of a lease from Eidotech. This applies to both the duration of the Agree- ment and the period of rental from Eidotech of the Equipment to which the Installation relates.
	1. PAYMENTS AND SECURITY
7. All amounts due to Eidotech presented in the offer documents, the Agree- ment or other documents related to the conclusion of the Agreement are expressed in Polish Zlotys, unless Eidotech and the Client agree other- wise in writing. These amounts do not include taxes, travel expenses of Eidotech personnel performing the Agreement that are due or will be due in the future in connection with the Agreement. Taxes, fees, travel costs or similar fees shall be charged by Eidotech if, in accordance with these GTPS, the arrangements of the Parties or in accordance with the law, Eido- tech is obliged or entitled to pay or collect them, and the Client is obliged to pay them.
8. The Client shall be obliged to pay the amounts due in the amount and



strona 2

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within the time limits specified in the Agreement as well as pay invoices issued based thereon.

1. All payments to Eidotech shall be made to the bank account indicated on the invoices. The date of payment shall be the date of crediting Eidotech's bank account.
2. If the Client fails to meet the payment deadline, Eidotech shall have the right to charge maximum interest for each day of a delay.
3. In the event of performing additional work not covered by the Agreement, in particular support or assistance provided remotely for more than [1] hour, service or technical intervention at the Place of Service Provision etc., at the Client's request, Eidotech shall be required to estimate the costs of such services in advance (if possible) and shall have the right to document and invoice such costs to the Client
4. The Client shall be obliged to pay remuneration for the Services regard- less of whether the Services were actually performed in the event that Eidotech was ready to perform the Services, in particular Eidotech staff was present at the Place of Service Provision on the agreed date, and to performance of the Services did not occur for reasons attributable to the Client.
5. Eidotech may require the Client to make an advance payment for the performance of the Services. In this case, Eidotech shall be entitled to postpone the Services until the advance payment has been made.
6. Regardless of the remuneration for the provision of Services and other costs specified in the Agreement or these GTPS, the Client shall be obliged to pay contractual penalties in the amounts specified in these GTPS, if there are events resulting in the obligation to pay a contractual penalty.
7. Whenever the Agreement or these GTPS oblige the Client to pay a con- tractual penalty, this shall be without prejudice to Eidotech's right to receive from the Client the compensation in full, on general terms, ex- ceeding the amount of the contractual penalty.
8. The Client shall not be entitled to deduct amounts due to the Client from Eidotech against Eidotech's claims towards the Client arising from the Agreement.
	1. LIABILITY
9. Subject to damage caused by wilful misconduct or gross negligence of Eidotech, Eidotech shall be liable only for actual damage arising out of or related to the performance of the Agreement. In any case, Eidotech's liability is limited to the amount specified in the Agreement and the remu- neration paid by the Eidotech's Client. Eidotech is not liable to the Client or any third party for indirect damages or lost profits.
10. Eidotech shall not be held liable for failure to perform or improper per- formance of its obligations under these GTPS or the Agreement, if it was caused by Force Majeure. If the case of Force Majeure lasting more than 1 (one) week (or if Eidotech reasonably assumes that the delay due to Force Majeure will last more than 1 (one) month), then Eidotech shall have the right to terminate the Agreement in full or in part without incurring any obligations towards the Client. In each of the cases of default due to Force Majeure, the performance of the Agreement or part thereof by Ei- dotech shall be suspended for the duration of the Force Majeure, without Eidotech incurring any obligations or liability towards the Client for the damage resulting from the above.
11. Eidotech shall not be held liable for actions and omissions of the person who will be employed as a subcontractor for the needs of a specific order for the Client. In this situation, the Client shall have the right to exercise its rights directly against such a subcontractor.
	1. TERM AND TERMINATION
12. The Agreement shall be binding from the date of its conclusion (submis- sion of consistent declarations of intent by both Parties) until the date of its expiry or termination.
13. The Agreement may be terminated for important reasons under the con- ditions set out in these GTPS or in the Agreement.
14. Eidotech shall have the right to terminate the Agreement with immediate

effect in the following cases:

* 1. The Client is in default with payment of amounts due under the Agreement or any legal relationship between him and Eidotech by at least 7 (seven) days;
	2. in the event of the risk of the Client's insolvency, submitting an ap- plication for deletion of the Client from the relevant register or for bankruptcy petition, as well as adopting a resolution on dissolving the Client (being a company) and opening its liquidation.
1. If the Client terminates the Agreement concluded in writing or in a docu- mentary form, for any reason, before Eidotech begins to provide Services under the Agreement, Eidotech shall be entitled to charge the Client the entire remuneration specified in the Agreement. The amount of the above contractual penalty may be reduced at Eidotech's discretion.
2. a.

Unilateral change by the Client of the deadline for the provision of Ser- vices, without having agreed this change previously with Eidotech, shall be tantamount to the termination of the Agreement by the Client and the provisions of point 4 above shall apply.

b.

If the Parties agree on a new deadline for the performance of the Servic- es, the Client shall bear the costs associated with the change of the dead- line (e.g. resulting from the need to make new bookings of plane tickets, accommodation etc.).

* 1. FAULTS, SERVICE INTERVENTIONS AFTER INSTALLATION
		1. In the event of any problems with the Installation after it has been picked up by the Client, arising from reasons not attributable to Eidotech, Eido- tech provides remote (telephone, e-mail) technical support on the terms set out in §V.5. The preceding condition for providing effective remote assistance is submitting by the Client of a complete and objective descrip- tion of the problem, along with a complete and objective photographic / video documentation presenting the problem. In making the documenta- tion, the Client shall proceed in accordance with instructions provided by Eidotech.
		2. In the event of problems with the Installation arising from reasons not attributable to Eidotech requiring the intervention of Eidotech Technician at the Place of Service Provision, the Client shall be obliged to cover all costs related to the emergency service carried out by the Eidotech Tech- nician on site (according to the rates agreed additionally by the Parties), including Eidotech Technician's travel costs (both directions) and his ac- commodation on site (if applicable).
		3. In the event of a fault or irregularity regarding the Installation (not relat- ed to the Equipment), the Client shall be obliged to notify Eidotech imme- diately, but no later than within 1 (one) business day from the detection of the fault or irregularity. The Client shall be responsible for the delay in notifying Eidotech about the fault or irregularity and for any damage resulting therefrom.
		4. In case that the Installation concerns the Equipment that is in its entirety or partially the subject of a lease from Eidotech, all corrections, repairs and changes to the Installation may be carried out only upon the express con- sent of Eidotech, by persons having appropriate qualifications and know- ledge about the Installation and the Equipment used. Eidotech shall not be held liable for any damage caused by repairs of the Installation carried out by the Client on their own.
		5. Subject to the rights of the Client, expressly provided for in these GTPS, Eidotech shall not be held liable for damage suffered by the Client as a result of downtime caused by a fault or irregularity of the Installation after its delivery (hand over) and acceptance by the Client.
		6. Correspondence regarding the matters referred to in this paragraph VIII shall be sent by e-mail to the e-mail addresses of persons responsible for the performance of the Agreement. If any important decisions or state- ments are made during a telephone conversation, then for their validity an Eidotech representative shall send a summary by e-mail.
		7. To the extent permitted by applicable law, Eidotech's liability for damage caused by defects or irregularities regarding the Installation shall be ex-



strona 3

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cluded except as expressly indicated in these GTPS or the Agreement.

* 1. CONFIDENTIALITY

The Parties shall keep Confidential Information in secrecy.

The Party receiving Confidential Information: shall keep it confidential; shall not disclose it to any third party without the consent of the disclosing Party; shall not use Confidential Information for any purpose other than as indicated in the Agreement or to perform its obligations under the Agreement.

The Party receiving Confidential Information may disclose it to its employees, subcontractors, associates, legal, tax and financial advisors, informing them of the obligation to keep Confidential Information in secrecy.

The confidentiality obligation does not apply to Confidential Information which:

1. has been disclosed in accordance with the law to public administration bodies or courts,
2. was known to the receiving Party prior to its disclosure by the disclosing Party,
3. The Party receiving Confidential Information has obtained it lawfully from a third party.

The confidentiality obligation referred to in this point IX shall not be subject to a time limit.

* 1. CORRESPONDENCE

All notifications submitted pursuant to the Agreement and these GTPS and in connection with the conclusion and performance thereof shall be made in writ- ing and delivered by e-mail, registered mail with acknowledgment of receipt by the receiving Party or by courier, unless these GTPS or the Agreement provide for another special form.

Notifications shall be sent to the addresses or e-mail addresses indicated by the Parties in the Agreement.

Notifications are deemed to have been delivered according to the following rules:

1. notifications sent by registered mail at the time of confirmation of receipt or in the absence of confirmation of receipt - after 7 (seven) calendar days from the day of the second advise note;
2. notifications sent by courier - upon delivery;
3. e-mail notifications - when sent by the sender, unless the sender receives an automatically generated information that the message has not been delivered to the correct e-mail address of the recipient.
	1. MISCELLANEOUS

These GTPS along with the Agreement constitute the entire agreement of the Parties to the extent specified therein; no other provisions, documents or state- ments give rise to a legal relationship between the Parties, unless the Parties expressly agree otherwise in the Agreement. For the avoidance of doubt, no general contractual provisions, regulations, model agreements used by the Client in its business or by third parties shall apply to the legal relationship between Eidotech and the Client.

In the event of any discrepancies between the provisions of the Agreement and these GTPS, the provisions of the Agreement shall prevail.

The Client may not assign the Agreement or the rights or obligations arising therefrom without the written consent of Eidotech.

These GTPS and the Agreement are and shall be interpreted in accordance with Polish law.

In the event of any dispute related to or arising from the Agreement, the Par- ties shall first attempt to resolve the dispute amicably (in particular through negotiation or mediation). If the Parties do not resolve the dispute amicably within 2 (two) weeks, then it shall be settled by a court having jurisdiction over Eidotech's seat, unless the Parties agree otherwise in the Agreement.



strona 4

### Eidotech Polska Sp. z o.o., siedziba i adres: ul. Świerkowa 3a, 05-816 Michałowice • REGON: 020784990 • NIP: PL8992649267 Tel: +48 22 631 66 37 • Tel/Fax: +48 22 631 94 49 • [www.eidotech.pl](http://www.eidotech.pl/) • e-mail: info@eidotech.pl

Kapitał zakładowy: 100.000 zł • KRS: 0000311923 Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego

### Santander Bank Polska SA: PLN: 14 1910 1048 2258 4424 6420 0001 • EUR: PL84 1910 1048 2258 4424 6420 0002 • SWIFT: WBKPPLPPXXX

Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 •SWIFT: PKOPPLPW