###### **CONTRACT FOR TRANSPORT OF WORKS OF ART**

**Contracting Parties**

**1.** **Kunsttrans-Kyiv Ltd**

With registered offices at 02000, Kyiv, Ukraine, 21, Sichovysh Striltsyv Str, off. 406,

Company ID 24099428,

Acting through xxxxxxxxxxxx, Director

 (hereinafter referred to as the “**Carrier**“), on the one side,

 and

**2.** **CZECH PHILHARMONIC/RUDOLFINUM GALLERY**

Alšovo nábřeží 12, Prague 1, 110 01 Prague 1,

Acting through xxxxxxxxxxxx, Managing Director

Rudolfinum Gallery acting through its managing director, xxxxxxxxxxxx,

Company ID: 00023264, VAT ID: CZ00023264

(hereinafter referred to as the “**Contracting Authority**“), on the other side,

On the below day, month and year, the above Contractng Parties hereby execute the following Contract for Transport of Works of Art

(hereinafter referred to as the “Contract“ only)

1. **Representations of Parties**
	1. The Carrier is a company whose subject of business activity includes, inter alia, transport of works of art in compliance with the international standards for transport of works of art (Certified Fine Art Shipper). The Carrier´s activities are governed by the ICEFAT International Professional Association´s standards.
	2. The Contracting Authority seeks transport of an Exhibition / exhibits for the Zhanna Kadirova exhibition (hereinafter just the “**Exhibits** and the “**Exhibition**“, respectively) from the individual lenders according to the already provided list with the particular contact data of the Lenders and addresses of the places of collection in Kiev, the Ukraine (hereinafter the “**Collection Location”**), to the Rudolfinum Gallery, Alšovo nábřeží 12, Prague 1, Czech Republic (hereinafter the “**Destination**“), and back from the Destination to the Collection Location after the Exhibition closing, by the Carrier.
2. **Subject of Contract**
3. The Carrier hereby agrees to transport the Exhibits from the Collection Location to the Destination and, after the Exhibition closing, back from the Destination to the Collection Location, under the terms and conditions agreed herein and in compliance with the applicable international standards for transport of works of art and according to the Subject of Supply Specification annex hereto.

**The subject of supply shall further include production of the specified boxes, loading, unloading and return transports.**

1. The Exhibits shall be transported to the Destination **in the period between 20 January 2024 to 31 January 2024 and back between 15 July and 15 August 2024.** The Carrier shall confirm to the Contracting Authority in writing the Exhibit takeover and handover. The Carrier further agrees to provide for takeover confirmations from the persons o whom the Exhibits shall be returned after transport back from the Destination to the Collection Location.
2. The Contracting Authority shall pay to the Carrier adequate consideration for the Exhibit transport, in the amount and under the terms and conditions agreed herein.
3. The Contracting Authority does **not** require intermediation of the Exhibit insurance for transport purposes.
4. **Carrier´s Responsibility**

1. Ther Carrier´s responsibility is defined by the relevant provisions of the applicable legislative standards.

2. The Carrier shall take full responsibility in the case of loss, damage or destruction of the Exhibits after their takeover by the Carrier in the Collection Location and, after the Exhibition end, in the Destination, until their due handover in the Destination and finally, after the Exhibition end, in the Collection Location to their respective owners. The Carrier shall also take full responsibility for any potential failure to meet the delivery deadlines.

3. In the case of any damage to the Exhibits, the Carrier shall exercise due professional care to minimise the damage.

4. The Carrier shall inform the Contracting Authority in writing without undue delay about any damage to the Exhibits. The Carrier shall be responsible for any damage caused to the Contracting Authority by non-compliance with this information liability.

5. The Carrier shall by no means be authorised to sell, or apply any retention or pledge right in relation to the Exhibits, not even in the case of threatening immediate substantial damage to the Exhibits. In the case of violation of any of these obligations, the Carrier shall take full responsibility vis a vis the Contracting Authority.

6. The Carrier shall not be responsible for damage to the transported Exhibits demonstrably caused by use of an unsuitable transport box provided by the Contracting Authority, on condition that the Carrier notified the Contracting Authority in advance, in a documented manner, about the unsuitability of the transport box on the Exhibit takeover by the Carrier. The Carrier shall only be permitted to fulfil their contractual liability with the help of another carrier with prior written content of the Contracting Authority. The Carrier shall be liable to keep, for use by the Contracting Authority, any transport documents and submit them to the Contracting Authority upon request of the latter.

1. **Price**
	1. Price for the Exhibit transport. The price for the provision of transport services in relation to the Exhibits pursuant hereto shall be in the amount of **EUR 21 479,16** (twentyonethousandfourhundredseventynine Euro sixteen cents), **VAT exclusive.** This price has been agreed fixed and final and cannot be increased in any way without written agreement between the parties hereto. The price does not include fees paid to third parties (such as customs duties, fees for handling in the storage areas of the Lenders etc.), the payment of which may be necessary in the context of the Carrier´s contractual liability fulfilment.
	2. The Contracting Authority hereby agrees to pay the price within fourteen days from issue and delivery of the respective invoices, rightly issued by the Carrier, to the Contracting Authority. The Carrier shall only be entitled to issue the invoices after documented handover of the Exhibits at the Destination, and, after the Exhibition end, at the Collection Location. The invoices shall include all appurtenances of a tax document as defined by the generally binding applicable legislation.
2. **Penalty Clause**
	1. In the case of a Carrier caused delay in the Exhibit delivery to the Destination, the Carrier hereby agrees to pay to the Contracting Authority a contractual penalty in the amount of CZK 1000 for each day of the delay. This is without prejudice to the right to damage compensation, including damage exceeding the amount of the contractual penalty.
	2. In the case of the Contracting Authority´s delay in payment of any of the duly and timely billed charges, the Contracting Authority shall be liable to pay to the Carrier a contractual delay interest in the amount of 0.05 % of the amount due to each day of the delay.
3. **Final Provisions**
4. The Carrier hereby agrees to keep confidential any information disclosed to them in connection herewith or with the work performance, unless the information is part of public domain, and not to disclose the confidential information to any third party without consent of the Contracting Authority. This liability shall survive the work completion.
5. The Contracting Parties have agreed that the liability relationship concerning the Exhibit transport established hereby shall be governed by the law of the Czech Republic.
6. The Contracting Parties have agreed that resolution of any and all disputes related to this Contract shall be submitted to the jurisdiction of Czech courts.
7. This Contract may only be amended by written agreement between the Contracting Parties in the form of a numbered Addendum.
8. This Contract has been made in two counterparts in the Czech language, one for each Party.
9. In witness of their agreement with the content hereof, the Contracting Parties attach their signatures below.
10. This Contract shall enter into force upon its conclusion and shall become effective upon publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. Publication of this contract in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended, shall be ensured by the Contracting Authority. The Parties state that this Contract does not contain provisions that should be excluded from publishing in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended. The Contracting Party that has provided any personal data in this Contract consents to the inclusion of such data in the text of the Contract published in the Register of Contracts pursuant to Act No. 340/2015 Coll., as amended; if it has provided any personal data relating to a third party, it declares and is responsible for having such consent from the third party concerned, unless the consent of the third party concerned is not required by law.

In Prague, on …19. 1. 2024……. In Prague, on …19. 1. 2024…….

**Kunsttrans-Kyiv Ltd RUDOLFINUM GALLERY**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: xxxxxxxxxxxx - Director Name: xxxxxxxxxxxx – Managing Director