

MATERIAL TERMS OF THE CONTRACTS

§ 1

Statements and declarations of the Parties

1. The Parties jointly declare that:
 - a. they hold relevant capacity to enter into the contract and that the persons signing thereof on their behalf are duly authorised to bind the Parties with the terms and conditions of the contract,
 - b. entering into and performance of the contract shall not infringe any contract or commitment, parties of which are the Parties, and shall not infringe any administrative decision, ordinance, decision or judicial decision binding for the Parties,
 - c. are not aware of any circumstances preventing or which might prevent performance of the provisions of this contract,
 - d. performance of the contract shall require no approvals or permits of the public administration authorities.
2. The Parties state and declare that they hold sufficient funds enabling due performance of the obligations accepted under this contract.
3. The Parties jointly state that the Contracting Party referred to in the content of this contract shall be understood as the Agricultural Market Agency as well as its legal successors or any new entity taking over the entirety or part of rights and obligations or tasks from the Agricultural Market Agency, unless any separate provision states otherwise.

§ 2

Subject-Matter of the Contract

1. The Contracting Party shall order and the Contractor shall oblige itself to develop 90 sq m of exhibition space and to service the promotional stand at the area of the IFA CHINA fair to be held between 16 and 18 June 2017 in Gungzhou on terms and conditions laid down in **Appendix 1** containing Detailed description of the object of the contract (Subject-Matter of the Contract).
2. The Contractor shall oblige itself to perform the Subject-Matter of the Contract with due diligence, observing the laws, standards and rules in force for performance of a specific type of services.
3. The Contracting Party shall oblige itself to provide the Contractor with any information and guidelines necessary for due performance of the Subject-Matter of the Contract.

4. Upon consent of the Contracting Party in writing, the Contractor may delegate performance of a part of the Subject-Matter of the Contract to third parties.
5. Acceptance of assembly work and handover of the stand for use to the Contracting Party and handover a valid insurance policy covering the stand referred to in paragraph 1 to the Contracting Party shall be made as of the day preceding the date of commencement of the fair event, under the acceptance protocol, form of which constitutes **Appendix 3** to the contract. Absolute notification of acceptance of the completed fair stand must be made by 2:00 PM of the day preceding the date of commencement of the fair event at the latest.
6. The employee of the Contracting party assigned for service and coordination of activities on site shall be the person responsible at the side of the Contracting Party for acceptance of assembly works, of the stand for use and of valid insurance policy covering the stand as well as the person authorised to sign the acceptance protocol, form of which constitutes **Appendix 3** to the contract. The Contracting Party shall inform the Contractor on assigning the person authorised to perform the activities referred to above by electronic means within up to 5 days prior to commencement of fair.
7. The Contracting Party shall reserve its right to report in the protocol, referred to in paragraph 5, of any comments concerning the defects of the developed stand and deviations from stand design, in particular in the scope of its structure, outlook and equipment, which are to be considered by the Contractor on the obligatory basis.
8. Shall the Contracting Party report the comments to development of the stand, including in particular to its non-conformance with stand design, the Contractor, by 6:00 PM of the day preceding the date of commencement of trade event at the latest presents the Contracting Party with the ready-to-acceptance stand considering the comments reported by the Contracting Party.
9. Within the timeline not exceeding the timeline referred to in paragraph 7 the stand shall be handed over to the Contracting Party for use.
10. Performance of the Subject-Matter of the Contract shall be confirmed with the final acceptance protocol, form of which constitutes **Appendix 4** to the contract. The persons authorised to sign the final acceptance protocol at the side of the Contracting Party include the Director or Deputy Director of the Export Support Office in the Agricultural Market Agency.
11. The signed final acceptance protocol confirming due performance of the contract constitutes the basis for issuing the invoice.

§ 3
Deadline

The Contractor shall oblige itself to perform the Subject-Matter of the Contract within 14 – 19 June 2017, pursuant to **Appendix 1** to the contract.

§ 4

Remuneration of the Contractor

1. For performance of the Subject-Matter of the Contract, the Contracting Party shall oblige itself to pay a one-off lump-sum remuneration to the Contractor in the amount of gross PLN (say: Polish Zlotys .../100).
2. The Contractor shall oblige itself to issue the invoice within 7 days from the day of signing the final acceptance protocol by the Parties to the Contract.
3. The Contracting Party shall oblige itself to pay remuneration referred to in paragraph 1 on the bank account of the Contractor specified at the duly issued and delivered invoice within 30 days from receiving thereof, subject to paragraphs 6, 7 and 8.
4. The Parties shall consider the day of debiting the bank account of the Contracting Party as the payment date. Shall the payment be made on Saturday on bank holiday, the payment date shall be the first working date following that day.
5. The Contractor shall charge default interests in the amount of statutory interests from the overdue amount laid down in paragraph 1.
6. Shall the Contractor perform the Subject-Matter of the Contract in the restricted scope comparing to the scope described in **Appendix 1** to the contract from the reasons at the side of the Contractor, the Contractor is not entitled to any claim for payment of complete remuneration.
In such case the remuneration, referred to in paragraph 1, shall be decreased proportionally and shall be calculated by the Contracting Party based on calculation constituting **Appendix 2** to the contract, without prejudice to any potential compensation and penalty, referred to in § 7(2-7).
7. Shall the area or number of informational stands for the entrepreneurs and common space, referred to in **Appendix 1** to the contract, be changed by the Contracting Party, the remuneration of the Contractor is to be calculated on the basis of actual area and rates presented in the calculation pursuant to **Appendix 2** to the contract.
8. Shall the contract be terminated from the reasons which are not the fault of the Contractor, the amount of remuneration due to the Contractor is to be calculated on the basis of actual costs of performed activities pursuant to the contract prior to termination thereof, including on the basis of expenditures incurred for preparation of the activities to be performed, without prejudice to any potential compensation and penalty, referred to in § 7(2-7).

9. The Contractor shall have no grounds to claim any additional remuneration under the contract.

§ 5

Coordination of the activities of the Parties

1. The persons responsible for coordination of activities under the contract include:
 - 1.1. at the side of the Contracting Party:
 - 1.2. at the side of the Contractor:.....
2. Any correspondence related to performance of this contract shall be sent at the email address:
 - 2.1. of the Contracting Party:
 - 2.2. of the Contractor:

§ 6

Force majeure

1. The Parties shall be not liable for non-performance or undue performance of the obligations under the contracts caused by any extraordinary, external, unpredictable event beyond the control and counteracting capabilities of the Parties, including in particular outbreak of war, terrorist activities, partisan activities, fire, flood, earthquake, environmental contamination with radioactive materials or strikes (excluding strike of the Party referring to this event) ("Force Majeure).
2. The Contractor shall be obliged to promptly notify the Contracting Party on the presence of Force Majeure event by presenting documentation confirming the presence thereof and its effect on performance of the Subject-Matter of the Contract.

§ 7

Liability of the Parties

1. The Contractor shall be liable against the Contracting Party for non-performance or undue performance of this Contract, pursuant to the regulations of the Civil Code.
2. The Contracting Party may claim for damages exceeding the amount of contractual penalties reserved under paragraphs 3-6, on general principles.
3. Regardless of paragraph 1, for performance of the stand development incompatibly with the approved design, the Contractor shall be obliged to pay the contractual penalty to the Contracting Party in the amount of 10% of gross remuneration referred to in § 4(1) of the contract.

4. The Contractor shall be liable against the Contracting Party for any activities and omissions of the persons supporting it in performance of the Subject-Matter of the Contract and any third parties referred to in § 2(4).
5. The Contractor shall be liable for timely performance of the Subject-Matter of the Contract. In the case of failure to meet the deadline for performance of the Subject-Matter of the Contract, referred to in § 2(5) of the contract and point II(7) of **Appendix 1** thereto, from the reasons at the side of the Contractor, the Contractor shall pay the contractual penalty to the Contracting Party in the amount of 3% of gross remuneration referred to in § 4(1) of the contract for each commenced hour of delay in handing over the complete stand, starting from 2:00 PM of the day preceding the fair event, at which the stand was supposed to be completed.
6. The Contractor shall oblige itself to pay the contractual penalty to the Contracting Party in the amount of 25% of gross remuneration referred to in § 4(1) of the contract in the case of withdrawal of the Contractor or Contracting Party from the contract from the reasons which are the fault of the Contractor.
7. The Parties agree that the Contracting Party shall be entitled to deduct contractual penalties from remuneration due to the Contractor, on which the Contractor agrees.
8. The Contracting Party shall be not liable for any damages caused by serviced visitors (e.g. broken plates, damages to dishware).
9. Shall any removable defects in development of promotional stand or service thereof be stated, the Contracting Party may:
 - a. request prompt elimination of defects,
 - b. decrease remuneration of the Contractor proportionally to the use, aesthetic and /or technical value of the stand lost.
10. Shall the Contractor fail to eliminate the defect, damage or failure in timeline specified by the Contracting Party, the Contracting Party may eliminate such defect by its own or by third parties at the risk and expense of the Contractor.
11. Shall any non-removable defects be stated, the Contracting Party may, where these defect prevent it to use the Subject-Matter of the Contract as intended, decrease remuneration of the Contractor proportionally to the use, aesthetic and /or technical value of the stand lost or withdraw from the contract.
12. Benefiting by the Contracting Party from its rights referred to in paragraphs 9 and 11 shall not preclude the use of the remaining rights and claims stipulated herein.

§ 8

Confidentiality undertaking

1. The Parties oblige themselves to keep confidentiality on entering into and content of this contract as well as on any other information acquired in the course of performance thereof.
2. This undertaking shall not apply to information which is made public in a way not infringing this contract or known to the Party from any other sources.
3. The confidentiality undertaking referred to in paragraph 1 shall not infringe the obligation of any of the parties to provide information of authorised entities under the laws in force and shall not infringe the rights of the Parties to make general information on their activity public.
4. The Contractor shall oblige itself to observe the provisions of Information security guidelines for the contractors in force – constituting **Appendix 5** to this contract.
5. Failure to follow the Guidelines, referred to in paragraph 4, shall authorise the Contracting Party to terminate the contract on immediate basis and form the basis for claiming for damage on general principles.
6. Shall the Guidelines, referred to in paragraph 4, be amended, the Contracting Party obliges itself to promptly notify the Contractor in writing of the new Guidelines and to provide the Contractor with the valid release of Guidelines.
7. Any and all information acquired during performance of the Contract shall be used only and exclusively for the contract-related purposes, following the rules under the Act of 29 August 1997 on personal data protection (Journal of Laws of 2016, item 922).

§ 9

Final provisions

1. This contract shall enter into force as of the day of signing thereof.
2. Any change of the persons responsible for coordination of activities under this contract and their contact data, specified in § 5(1) hereof, and any change of correspondence addresses and contact data, referred to in § 5(2) hereof shall require notification of the other Party in writing rather than amendment of the contract.
3. Any amendments of the contract shall be made in writing unless being null and void. The amendments may relate to modifications of the following:
 - 3.1. “Information security guidelines for the contractors” – in such case the new content of this document is to be binding.
 - 3.2. deadlines – in such case the presence of force majeure referred to in § 6 hereto shall apply.

These amendments cannot lead to any modification of the nature of the contract and be significant in the meaning of Article 144(1e) of the Public Procurement Law Act.

4. In the case of any disputes under this Contract, the Parties oblige themselves to decide them by means of agreement between the Parties.
5. Any disputes or claim under the performance of this contract, which failed to be decided as specified in paragraph 4, shall be decided by the common court in Warsaw competent for the seat of the Contracting Party.
6. To any cases not regulated by the contract the provisions of the Polish law shall apply.
7. In the case of any significant change of circumstances making the performance of the contract being not in public interest, which cannot be predicted as of the date of entering into the Contract, the Contracting Party may withdraw from the contract **within 30 days** from the date of becoming aware of these circumstances without any liability against the Contractor. In such case the Contractor may claim only for remuneration due for performance of the part of the contract.
8. The contract is drawn-up in two counterparts, one for each Party.
9. Appendices to the contract listed herein constitute the integral part thereof.

CONTRACTING PARTY

CONTRACTOR

Appendices:

- Appendix 1 – Detailed description of the object of the contract.
- Appendix 2 – Cost calculation – Contractor's bid.
- Appendix 3 – Acceptance protocol for assembly works and handover of stand for use.
- Appendix 4 – Final acceptance protocol.
- Appendix 5 – Information security guidelines for the contractors.
- Appendix 6 – Logotypes.
- Appendix 7 – Hall layout.
- Appendix 8 – Exemplary division of the space
- Appendix 9 – Exemplary stand development plan.