

GENERAL CONDITIONS FOR THE PROVISION OF SERVICES (GTPS)  
DATED 17.10.2019

## I. GENERAL PROVISIONS

These General Terms and Conditions for the Provision of Services ("GTPS") regulate 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 provisions of these GTPS in the Agreement.

Subject to the mandatory provisions of law, in particular the Act of 11 September 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.

## II. 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:

- i. the offer submitted by Eidotech, accepted by the Client and finally confirmed by Eidotech;
- ii. 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 Services; 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 Confirmation 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 Agreement, 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 Agreement, 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, 14th 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 organise 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 influence 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 expropriation 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 national 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 Client 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 submitted 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 particular 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;

## III. INSTALLATION PLANNING, PREPARATION OF THE PLACE OF SERVICE PROVISION

1. In order to properly plan the Installation, the Client undertakes to immediately provide Eidotech, upon request, with all the details regarding the Place of Service Provision, which may affect the selection of the Equipment and the Installation plan, including in particular:
  - a. floor plans;
  - b. dimensions of planned projections, the place of the Equipment's mounting;

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- c. artist's technical rider;
- d. curator's instructions;
- e. budget of the project;
- f. other useful information or documents regarding the Place of Service 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 providing incorrect or incomplete information at the Installation Planning stage
2. The Client shall be responsible for preparing the Place of Service Provision for the purposes of the Installation and for ensuring a reliable and appropriate technical environment for the Installation. The technical environment 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.
  3. Eidotech shall not be liable for damage resulting from inadequate preparation of the technical environment or for a malfunction of the technical environment.
  4. The Client shall be obliged to provide Eidotech with all information on the restrictions regarding the Installation, including architectural, physical, 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 restrictions that affect the way the Equipment is installed. This information shall be provided to Eidotech at the stage of Installation Planning.
  5. The Client guarantees that the Place of Service Provision meets the relevant health, safety and fire standards as well as other norms and standards 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.
  6. The Client also guarantees that the Place of Service Provision is suitable for the installation of the Equipment and the method of Equipment Installation 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.) regarding 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.
  7. 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.

#### IV. INSTALLATION AND ITS HAND-OVER

1. The Client shall be responsible for providing Eidotech Technician (or Technicians) with the proper devices necessary to perform the Installation, in particular ladders and / or scaffolding, electric winches, unless otherwise specified in the Agreement.
2. 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.
3. 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 Installation.

4. 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.
5. 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 Installation to Eidotech Technician within the deadline specified above, and at the latest when the Installation is handed over, shall mean that the Installation is complete and meets the requirements of the artist (and / or curator) and the Client.
6. 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 submit 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 additional costs resulting from the significant changes in the Installation, provided that the scope of the works exceeds the provisions of the Agreement.
7. Upon drawing up of the Installation Hand-over Protocol, the responsibility for the Installation shall pass to the Client.
8. 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 operation 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 exhibition. The operation of the Equipment and the technical supervision of the Exhibition (in its entirety or in the part, to which Eidotech has provided 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..
9. The Client shall not have the right to interfere in the Equipment Installation without the express consent of Eidotech, provided that the Installation 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 Agreement and the period of rental from Eidotech of the Equipment to which the Installation relates.

#### V. PAYMENTS AND SECURITY

1. All amounts due to Eidotech presented in the offer documents, the Agreement or other documents related to the conclusion of the Agreement are expressed in Polish Zlotys, unless Eidotech and the Client agree otherwise 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, Eidotech is obliged or entitled to pay or collect them, and the Client is obliged to pay them.
2. The Client shall be obliged to pay the amounts due in the amount and

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

3. 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.
4. If the Client fails to meet the payment deadline, Eidotech shall have the right to charge maximum interest for each day of a delay.
5. 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
6. The Client shall be obliged to pay remuneration for the Services regardless 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.
7. 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.
8. 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.
9. Whenever the Agreement or these GTPS oblige the Client to pay a contractual penalty, this shall be without prejudice to Eidotech's right to receive from the Client the compensation in full, on general terms, exceeding the amount of the contractual penalty.
10. 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.

#### VI. LIABILITY

1. 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 remuneration paid by the Eidotech's Client. Eidotech is not liable to the Client or any third party for indirect damages or lost profits.
2. Eidotech shall not be held liable for failure to perform or improper performance 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 Eidotech 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.
3. 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.

#### VII. TERM AND TERMINATION

1. The Agreement shall be binding from the date of its conclusion (submission of consistent declarations of intent by both Parties) until the date of its expiry or termination.
2. The Agreement may be terminated for important reasons under the conditions set out in these GTPS or in the Agreement.
3. Eidotech shall have the right to terminate the Agreement with immediate

effect in the following cases:

- a. 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;
  - b. in the event of the risk of the Client's insolvency, submitting an application 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.
4. If the Client terminates the Agreement concluded in writing or in a documentary 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.
    - a. Unilateral change by the Client of the deadline for the provision of Services, 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 Services, the Client shall bear the costs associated with the change of the deadline (e.g. resulting from the need to make new bookings of plane tickets, accommodation etc.).

#### VIII. 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, Eidotech 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 description of the problem, along with a complete and objective photographic / video documentation presenting the problem. In making the documentation, 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 Technician on site (according to the rates agreed additionally by the Parties), including Eidotech Technician's travel costs (both directions) and his accommodation on site (if applicable).
3. In the event of a fault or irregularity regarding the Installation (not related to the Equipment), the Client shall be obliged to notify Eidotech immediately, 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 consent of Eidotech, by persons having appropriate qualifications and knowledge 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 statements 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-

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

#### IX. 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.

#### X. CORRESPONDENCE

All notifications submitted pursuant to the Agreement and these GTPS and in connection with the conclusion and performance thereof shall be made in writing 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.

#### XI. MISCELLANEOUS

These GTPS along with the Agreement constitute the entire agreement of the Parties to the extent specified therein; no other provisions, documents or statements 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 Parties 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.

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