

SERVICES CONTRACT
No: 539 / 03 October 2017

Parties of the Contract:

• **The Supplier:**

SC Expodesign&Consulting SRL
Romania, Bucharest, 27th Silvestru Street, 2nd District
VAT No. RO16645518
IBAN RO27RZBR0000060005095414
SWIFT RZBR RO BU
Raiffeisen Bank, Mosilor Agency
Paul Stoenescu, General Manager
and

• **The Company**

Iello
Address: 9 AVENUE DES ERABLES, 54180 HEILLECOURT, FRANCE
VAT No.: FR87478339617
IBAN: FR7630004004260001045701485
SWIFT: BNPAFRPPNCY
Bank: BNP PARIBAS , 58 RUE SAINT JEAN, 54000 NANCY, FRANCE
Legal representant: Patrice BOULET

I. Duration of the Contract

The contract is valid starting with the day it is signed by both parties and lasts until 03 November 2017, the moment the Supplier has to dismantle the stand.

II. Contracted Services

The contract refers to the stand design and construction of the company Iello at Spiel 2017 Messe exhibition in Essen during 26 to 29 of October 2017.

The workflow description:

- annex 1 – stand project (dimensioned views and photorealistic images)
- annex 2 (workflow and materials description).

III. Contract Obligations

1. Supplier Obligations

- a. To finish and deliver the stand to the Company representatives on 25 October 2017.
- b. To keep confidential the information received from the Company.
- c. To issue invoices according to the value of the present contract.
- d. To build the stand according to the project, detailed in the annexes. After the contract is signed by both parties, there will not be made any changes to the stand project.
- e. To provide technical support for the problems created exclusively by his fault.
The problems that may occur by using improperly the stand equipments by the Company representatives and that cannot be solved by the technical team of the event organizer, will be solved by the Supplier technical team. The Supplier will charge the Company with the value of transport and 25 euro/hour/worker + VAT for additional mounting/dismantling.

2. Company Obligations

- a. To give the Supplier all the information needed for the stand design and construction in good condition.
- b. The stand project is considered final when the contract is signed. If the Company orders additional services/materials, after the contract is signed, including the moment of the stand delivery, the Company will be charged. The additional will be put in an annex or in a written order.
- c. The additional mounting/graphics/materials/samples for the Company will be charged with 25 euro/hour/worker + VAT. At the stand delivery moment, the Supplier will present to the Company a description of the additional services and after the Company confirms, the Supplier will issue an invoice.
- d. To inform the Supplier if the stand does not correspond with the agreed project. After the stand delivery, there will not be any objections, beside the fact that the equipments (lights, electricity, water, refrigerator) don't work properly without the Company's fault.
- e. If the stand materials are deteriorated by the Company (excepting the graphics and the materials that will be kept by the Company), the Company has to pay the damage according to the invoices issued by the Supplier.
- f. Accepts and obeys the General Terms, part of the contract.

- g. The stand will go into the Company's responsibility as soon as it is delivered after the signature of a minutes including all the stand equipment. The Company commits to buy an insurance for all the stand equipment (the insurance can be bought at the customer info desk within the exhibition). The insurance role is to cover all prejudices in case of any kind of equipment missing from the stand from the moment it is delivered until it is returned to the Supplier.

The Company must pay for the missing equipment or for its reparation based on the invoices issued by Expodesign&Consulting. The Company will recover the amount paid to Expodesign&Consulting from the insurance company.

IV. Contract Value and Payment

- a. The contract value is 49900 EURO + VAT 0.
- b. The first payment, 50% of the total amount, will be done until 06 October 2017.
- c. The second payment, 40% of the total amount, will be done until 20 October 2017.
- d. The third payment of 10% of the total amount, will be done until 10 November 2017.
- e. The payment will be done in EURO according to the next bank coordinates:

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- f. The delays will be charged with 0.5% /day of delay of the rest of payment.

V. Notifications

The rental of the stand is for a limited period of time, starting 26 October until 03 November 2017. The stand and additional are Expodesign&Consulting property.

VI. Contract cancellation

The contract legally ends, without any formalities and without any intervention, if:

- The period of the agreement ends and the parties do not prolong the contract.
- The two parties make a written agreement
- In case of force majeure when one of the parties cannot proceed to its obligations for more then 5 days.

- One of the parties is declared in payment incapacity, the bankruptcy procedure started, in case of abolition or judicial reorganization.

VII. Force majeure

In case of force majeure, Expodesign&Consulting may not perform the work without being held responsible for not carrying out its duties stipulated in the contract.

Expodesign&Consulting will inform the beneficiary within 5 days from the occurrence of force majeure cause.

VIII. Litigations

Any litigation referring to this contract (including its closing, carrying out or cancellation) will be submitted to the International Court of Commercial Arbitrage of the Chamber of Commerce and Industry of Romania, according to the stipulations of the Arbitrage Rules of the Court, Art . 4 of the European Convention of Commercial and International Arbitrage signed in Geneva on April 21st , 1961. The Parties are bound to carry out the verdict which is final and rules absolute.

IX. Final provisions

The changement of any article of this contract will be made only with the written agreement of both parties, through addendum.

None of the parties may transfer the rights and obligations to a third partie without the written agreement of the other partie. Not obeying this article means the cancellation of the contract, without any formalities and interventions.

The current contract enters into force on its signature date by both sides.

Made in two copies, one for each side.

SUPPLIER
SC EXPODESIGN CONSULTING SRL

General Manager
Paul Stoenescu



COMPANY

Iello

General Manager
Patrice Boulet

