

Gdynia, 4.04.2022 r.

INQUIRY NO. 1/2022

"Purchase of a comprehensive service for the construction of the Portman Lights stand together with a project for the Prolight & Sound 2022 Messe Frankfurt fair"

under the project "Pomeranian Export Broker. The comprehensive system of export support in the Pomeranian Voivodship" co-financed by the European Union, implemented by the Ordering Party under Agreement No: UDG-PBE.03.2019/213 concluded with Agencja Rozwoju Pomorza S.A.

We approve:

Dominik Zimakowski
President of the Board

Łukasz Sztejna
Vice-President of the Board

I. NAME AND ADDRESS OF THE CONTRACTING PARTY:

PORTMAN LIGHTS Sp. z o.o. (Limited liability company) with its registered office in Gdynia (81-451), at ul. Al. Zwycięstwa 96/98, entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000640681, the registration files of which are kept at the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, with VAT number (NIP): 5862310706, statistical number (REGON): 365588200, with share capital in the amount of PLN 6,720.00 (hereinafter referred to as "Portman" or "Ordering Party")

Tel.: 515-123-136

E-mail: d.zimakowski@portmanlights.com

Website address: www.portmanlights.com

II. RULES OF CONDUCTING THE PROCEDURE:

1. This inquiry (hereinafter referred to as the "Procedure", "Inquiry") will be conducted in a manner ensuring transparency and maintaining fair competition and equal treatment of Contractors, in accordance with the principle of competition.
2. The procedure will be conducted on the basis of the principle of competition referred to in subsection 1.1. Guidelines for Grantees on awarding contracts, issued in August 2017 by Agencja Rozwoju Pomorza S.A., as part of the Regional Operational Program of the Pomeranian Voivodeship for 2014-2020 (hereinafter referred to as "Guidelines for awarding contracts") and on the basis of this Inquiry.
3. Due to the fact that the subject of this contract concerns the contracts referred to in Art. 4 point 8 of the Act of January 29, 2004 Public Procurement Law (Journal of Laws of 2018, item 1986) and does not apply to contracts referred to in Art. 2, 4 and 6 of the Act of September 11, 2019, Public Procurement Law (Journal of Laws of 2019, item 2019) - hereinafter the PPL Act, the provisions set out in the PPL Act do not apply to this procedure.
4. The procedure is conducted in Polish and in English, the Polish language version being binding.

III. ORDERED OBJECT:

1. The subject of this procedure is the performance of a comprehensive service for the construction of the Portman Lights stand together with the project for the Prolight & Sound 2022 Messe Frankfurt fair, which will take place on April 26-29, 2022. The parties will understand the following activities carried out by the Contractor by this term:

- a) preparation of the stand design - in accordance with the stand layout plan, constituting Annex 1 to the Inquiry on the exhibition area of 20 m², including 3D modeling, preparation of the necessary documentation, ordering services at Messe Frankfurt (approval of storage / supply / stand, etc.)
- b) comprehensive development of the exhibition stand - in accordance with the stand layout plan, constituting Annex 1 to the Inquiry, on an exhibition area of 20 m², taking into account the following elements:
 - Stand elements: truss, power cables, DMX cables, power supply, 1x meter (black color), 2x seats (orange color), 1x fridge (250-400l black color), lighting control panel (MA3 on PC wing), fogging machine, suspension accessories;
 - Stand construction: logistics, assembly structure plus Portman fittings, cabling, rigging, system control.

2. The contractor will be obliged to build the stand with elements with approvals valid throughout the European Union and meeting the technical requirements specified by the organizer of the Messe Frankfurt fair.
3. The contractor will be obliged to deliver the subject of the contract to the place indicated by the Ordering Party, ie Messe Frankfurt, as well as to disassemble after the fair.
4. The contractor will be obliged to make an electrical connection, as well as to complete all formalities related to fire protection. The contractor will not be required to program the lights, this will be done by Portman.
5. The contractor will be obliged to prepare and connect lighting at the stand.
6. The contractor will prepare full documentation required by the Fair Organizer related to the technical and organizational construction of the stand and its operation, as well as will obtain the necessary approvals and permits.
7. The contractor will mark the stand in accordance with the guidelines for information and promotion obligations. The set of logos will be provided to the Contractor by the Ordering Party at the stage of implementation of the subject of the contract.

The contractor, within 3 working days from the date of signing the contract, will present the detailed design and visualization of the performance of the contract, i.e. the exhibition stand. The contracting authority will be able to later modify a given project until its final approval.

IV. COMMON PROCUREMENT VOCABULARY CPV

CPV - 39133000-3 - Exhibition sets

CPV - 39154000-6 - Exhibition equipment

V. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THE METHOD OF FULFILLING THEM

1. Contractors who have the necessary knowledge and experience to perform the contract, in particular:
 - a) Contractors participating in the procedure must be in an economic and financial situation ensuring timely and compliant with the requirements execution of the contract;
 - b) Contractors must have the necessary knowledge, experience and technical potential, as well as have persons capable of performing the Order and the authorization to perform specific activities, if required by law;
 - c) Contractors must demonstrate experience at the level of completing a minimum of 3 orders in the last 5 years, consisting in the construction and construction of stages, exhibition stands at foreign fairs with a budget of not less than PLN 50,000. net - each;
 - d) Contractors may not be an entity related personally or by capital with the Ordering Party.
2. Capital or personal ties are understood as mutual connections between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing on behalf of the Ordering Party activities related to the procedure of selecting the Contractor and the Contractor, in particular:
 - a) participating in the company as a partner in a civil partnership or partnership,
 - b) owning at least 10% of shares or stocks, unless a lower threshold is required by law,
 - c) acting as a member of the supervisory or management body, proxy, proxy,
 - d) being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line, or in relation to adoption, care or guardianship.

3. The Tenderer shall make a declaration that there are no capital or personal ties between the Tenderer and the Ordering Party.

4. If the Contractor / Bidder fails to meet at least one of the above conditions, he will be excluded and his offer rejected. The Ordering Party will also exclude the Contractor from the procedure:

a) in relation to which liquidation has been opened, the arrangement approved by the court in the restructuring proceedings provides for the satisfaction of creditors by liquidation of his assets or the court ordered the liquidation of his assets or whose bankruptcy has been announced, with the exception of the contractor who, after declaring bankruptcy, concluded an arrangement approved by a final court decision if the arrangement does not provide for the satisfaction of the creditors through the liquidation of the bankrupt's assets, unless the court ordered the liquidation of his assets,

b) who, as a result of deliberate action or gross negligence, mislead the Ordering Party in presenting information that he or she is not subject to exclusion, meets the conditions for participation in the procedure or the objective and non-discriminatory criteria, hereinafter referred to as "selection criteria", or who concealed this information or is not in able to present the required documents;

c) who, as a result of recklessness or carelessness, presented information that was misleading to the Awarding Entity, which could have a significant impact on the decisions made by the Awarding Entity in the contract award procedure.

5. In order to confirm the fulfillment of the above conditions for participation in the procedure, the Contractor / Tenderer:

a) In order to confirm the economic and financial situation ensuring timely and compliant execution of the contract, having the necessary knowledge, experience and technical potential, as well as having people capable of performing the Order and having the authorization to perform specific activities, if required by law of law, the Ordering Party requires the Contractor to submit, together with the offer, a declaration of compliance with the above conditions for participation in the procedure. The template of the declaration is attached as Appendix 2 to this request for quotation.

b) In order to confirm the necessary knowledge and experience - the Contractor must demonstrate experience at the level of completing at least 3 orders for the last 5 years, consisting in the construction and construction of exhibition stands at foreign fairs with a budget of not less than PLN 50,000. net - the Contractor is obliged to present a list of services performed by completing the declaration according to the template specified in Annex 3 to this request for quotation.

c) To confirm that the Contractor is not an entity related personally or by capital to the Ordering Party, the Contractor shall declare that there are no capital or personal ties between the Bidder and the Ordering Party - by completing the statement according to the template specified in Annex 4 to this request for quotation.

6. Assessment of compliance with the above-mentioned the condition will be performed according to the formula "meets - does not meet".

7. In this procedure, the Ordering Party will first evaluate the offers and then check whether the Contractor, whose offer has been assessed the highest, is not subject to exclusion and whether it meets the conditions participation in the procedure.

VI. DATE OF COMPLETION OF THE SUBJECT OF THE OFFER

The contractor, within 3 working days from the date of signing the contract, will present the detailed design and visualization of the performance of the contract, i.e. the exhibition stand. The Contractor, after the Ordering Party's approval of the stand design, will perform the remainder of the subject of the order - including

comprehensive exhibition stand construction service by April 25, 2022 at the Prolight & Sound 2022 Messe Frankfurt fair. By April 30, 2022 the contractor will disassemble the stand.

VII. CRITERIA FOR SELECTING THE OFFER

I.p.	CRITERIUM	WEIGHT	POINTS
1	Price	40 %	40 points
2	Evaluation of the Project Concept	60 %	60 points

The contracting authority will evaluate the offers by awarding points within the individual offer evaluation criteria, assuming the principle that 1% = 1 point. The contracting authority will calculate points for a given offer, for each criterion, with an accuracy of two decimal places, and will select the offer with the highest total number of points from among the non-rejected offers, using the following formula:

1. The points for the PRICE criterion will be calculated as follows:

$$CC = C \text{ min gross} / C \text{ bad. of. gross} \times P_{\text{cmax}} = \text{number of points}$$

where:

CC-points awarded to the examined offer for the criterion

C min - the cheapest offer among the evaluated offers

C bad of. - price of the examined offer

P_{cmax}- the maximum number of points that can be obtained in the price criterion

For the PRICE criterion, the contractor may receive a maximum of 40 points.

2. The points for the EVALUATION OF THE PROJECT CONCEPT criterion will be calculated as follows:

Evaluation of the Project	60%	60 points	Justification of the assessment
Arrangement, composition, space	40%	40 points	<p>The combination of individual elements that make up the entire structure and the stand - arrangement, arrangement of individual parts of the stand and luminaires and their rigging points, so that they form an appropriate and harmonious whole (selection of colors, graphics, creative design, furniture arrangement).</p> <p>Score on a scale of 0 to 40 points (weighting 40%): 0 - does not meet the requirements 1 - 10 meets the unsatisfactory scale 10 - 20 meets expectations on a sufficient scale 21 - 35 - meets the appropriate scale 40 - fully meets expectations</p>
Originality	10%	10 points	<p>The originality of the idea of the presented project - a non-standard solution for the construction of the stand.</p>

			Score on a scale of 0 to 10 points (weighting 10%): 0 - does not meet the requirements 1 - 5 meets the unsatisfactory scale 6 - 7 meets expectations on a sufficient scale 8 - 9 - meets the appropriate scale 10 - fully meets expectations
Functionality	10%	10 points	The arrangement of individual elements of the stand construction in such a way that it creates a functional (efficient) possibility of operating the stand and staying within the stand by visitors. Score on a scale of 0 to 10 points (weighting 10%): 0 - does not meet the requirements 1 - 5 meets the unsatisfactory scale 5 - 7 - meets a satisfactory scale 7-9 meets the expectations on the appropriate scale 10 - fully meets expectations

The contractor for the criterion Assessment of the project concept may receive a maximum of 60 points.

Total points = Points for the "Price" criterion + Points for the "Project concept evaluation" criterion.

VIII. DESCRIPTION OF THE METHOD OF PREPARING THE OFFER, PLACE AND DATE OF DELIVERY OF THE OFFER

1. The contractor may submit only one offer, on the attached offer form - constituting Appendix 5 to the inquiry together with other attachments. The offer shall be null and void in writing.
2. The offer must be submitted in the original form, legibly signed by the Contractor. If the offer is sent electronically, the Contractor is obliged to send a scan with signatures.
3. The Contractor / Tenderer shall provide the offered service, taking into account its full scope and costs resulting from its performance - as a gross price. The amount should be entered in the offer form.
4. The price must be expressed in Euro (EUR).
5. Offers prepared according to of the pattern constituting Annex 5 together with other attachments to this inquiry, should be submitted in person / by post / courier at the registered office of the Ordering Party to the address of the Ordering Party indicated below:

PORTMAN LIGHTS Sp. z o. o.

81-451 Gdynia, Al. Victory 96/98

1st floor

e-mail: office@portmanlights.com

6. The offer should be submitted in a sealed envelope or sent to the e-mail address: office@portmanlights.com by April 12, 2022.

IX. CHANGES TO THE CONTRACT

1. Amendments and additions to the contract may be made only in writing under pain of nullity. The parties may not rely on non-contractual arrangements.

2. The contracting authority allows for significant changes to the provisions of the contract in the following cases and to the specified scope:

a. the changes relate to the provision of additional services from the current contractor, not covered by the basic contract, if they have become necessary and the following conditions have been met:

i. the change of the contractor may not be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract,

ii. a change of the contractor would cause a significant inconvenience or a significant increase in costs for the contracting authority,

iii. the value of each subsequent change does not exceed 50% of the order value originally specified in the contract,

b. the change does not change the nature of the contract and the following conditions are cumulatively met:

i. the need to amend the contract is caused by circumstances which the contracting authority, acting with due diligence, could not foresee,

ii. the value of the change does not exceed 50% of the order value originally specified in the contract,

c. the contractor to whom the awarding entity has awarded the contract is to be replaced by a new contractor:

i. based on contractual provisions,

ii. as a result of a merger, division, transformation, bankruptcy, restructuring or acquisition of the existing contractor or its enterprise, provided that the new contractor meets the conditions for participation in the procedure, there are no grounds for exclusion and does not entail any other significant changes to the contract,

iii. as a result of the contracting authority taking over the contractor's obligations towards its subcontractors,

d. the change does not change the nature of the contract and the total value of the changes is less than 5,225,000 euro in the case of works contracts or 209,000 euro in the case of supply and service contracts, and at the same time is less than 10% of the contract value originally specified in contract.

X. OFFER BINDING DATE:

1. The contractor is bound by the offer for a period of 14 days. The bid validity period begins with the expiry of the bid submission deadline.

2. The Contractor himself or at the request of the Awarding Entity may, before the expiry of the tender binding period, extend the tender binding period.

3. Tender opening date: April 13, 2022.

XI. EVALUATION AND CHOICE OF THE BEST OFFER

1. The Ordering Party will evaluate the offers in terms of formal requirements and compliance with this request for quotation.

2. The offer will be rejected if:

a. was submitted after the prescribed deadline, i.e. was not submitted at the designated place or date;

b. is inconsistent with the requirements specified in the Inquiry;

c. is inconsistent with applicable law;

d. is incomplete or will not contain all the documents or statements required by the Ordering Party;

e. The contractor does not meet the conditions for participation in the procedure and has been excluded on this account;

f. The Contractor was excluded due to personal or capital ties with the Employer.

3. The Contractors shall not be entitled to any claims against the Ordering Party for the rejection of the offer.
4. The awarding entity does not provide for the submission of partial or variant offers and the award of supplementary orders.
5. The contracting authority, after evaluating the received offers, will evaluate the most advantageous offer, which will be documented with a public procurement protocol.

XII. TEMPLATE OF THE CONTRACT

Template of the contract that the Contractor is obliged to conclude with the Employer for the purpose of implementing this Orders, as a result of the submitted request for quotation, constitute Appendix No. 6 to the Inquiry.

XIII. OTHER PROVISIONS

1. The Ordering Party does not provide for the possibility of submitting partial offers.
2. The contracting authority reserves the right to cancel the procedure for the following reasons:
 - a. no offer has been submitted;
 - b. the price of the most advantageous offer exceeds the amount that the Ordering Party may allocate to finance the contract;
 - c. if the Contractor whose offer has been selected refrains from concluding the contract, and the Ordering Party decides not to select the most advantageous offer from among the remaining offers;
 - d. there has been a significant change in circumstances causing that the conduct of the procedure or the performance of the contract is not in the interest of the Ordering Party, which could not have been predicted earlier;
 - e. if the Contractor refrains from signing the contract in the scope and content such as the content and scope of the inquiry;
3. The awarding entity may cancel the procedure if funds from the European Union budget or national funds which the Awarding Entity intended to allocate for financing all or part of the contract are not awarded to him.
4. If the selected Contractor withdraws from signing the contract with the Ordering Party, it is possible for the Ordering Party to sign the contract with the next Contractor who obtained the next highest number of points in the procedure.
5. The price is to be expressed in euro, including the VAT due. The offer price should be quoted with accuracy to two decimal places in PLN or in EUR. In order to compare the amount of remuneration offered by contractors, the contracting authority will convert the amount of EUR into PLN according to the exchange rate announced by the National Bank of Poland on the day of opening the bids, i.e. April 13, 2022. The offer price should cover the full scope of works specified in the inquiry and include all costs related to the performance of the subject of the contract. The contractor will not be able to demand an increase in remuneration, even at the time of concluding the contract, it was not possible to predict the size or costs of these services.
6. The Contractor is solely responsible for determining the number of works and other services and the manner of calculating the proposed remuneration on this basis. As a result of failure to take into account the circumstances that may affect the price of the contract, the Contractor will bear the consequences of errors in the offer. The Contractor is required to familiarize himself with the subject of the inquiry, as well as to check the terms of the contract and calculate the price of the offer with due diligence.

7. If the offer of a given Contractor is considered the most advantageous, the Contractor is obliged to sign a contract with the content constituting Appendix No. 6 to the request for quotation, in the scope corresponding to the subject of the request for quotation.

8. The above inquiry does not constitute an offer within the meaning of the Civil Code, but an invitation to submit offers. Submitting an inquiry, as well as receiving an offer as a result of it, is not tantamount to awarding the contract by Portman Lights Sp. z o.o. (does not have the effect of concluding a contract).

9. By submitting an offer under this order, the Contractor declares that the subject of the Agreement will not be encumbered with any third party rights and that, in connection with the performance of the subject of the Agreement, it will not infringe the rights of third parties.

10. The Contractor shall be fully liable for any infringement of the rights of third parties, and in particular he shall release the Ordering Party from the obligation to pay compensation to a third party in connection with the use of the subject of the Agreement.

11. The inquiry and information about the result of the procedure will be published on the Ordering Party's website: www.portmanlights.com.

12. The contracting authority allocated an amount not exceeding PLN 60 thousand for the execution of the order.
złoty

13. The person authorized to contact the Contractors: Dominik Zimakowski, e-mail: office@portmanlights.com, phone: +48587664949.

14. List of attachments:

Annex No. 1 - Design of the fair space

Annex No. 2 - Statement on the economic situation of the Bidder

Annex No. 3 - List of the Tenderer's experience

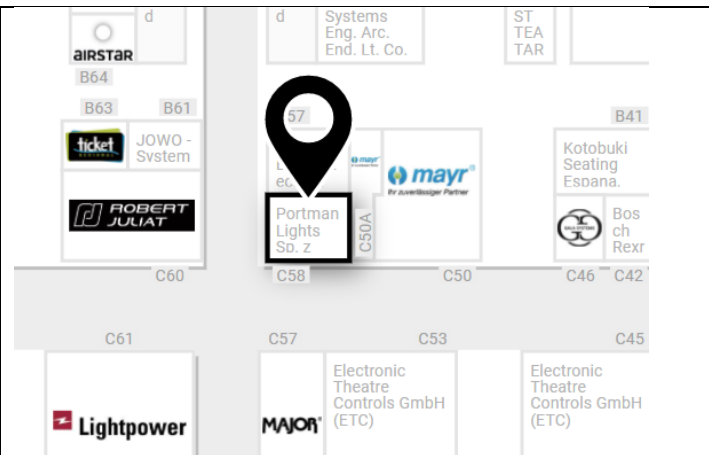
Annex No. 4 - Statement about the lack of personal and capital ties with the Ordering Party

Annex No. 5 - Offer form

Annex No. 6 - Agreement template

Annex No. 1 - Design of the fair space

Booth location: Hall 12.0 C58
Booth size: 4x5m (20m²)
Booth type: 2-side open
Width: 4m max (ground rigging only)



Annex no. 2 - Statement on the economic situation of the Bidder

_____, _____
Place *date*

Bidder's Data

STATEMENT ON THE ECONOMIC SITUATION OF THE BIDDER

Acting hereby on behalf of _____ [tenderer's details] _____ [hereinafter: the Contractor], I declare that the Contractor is in an economic and financial situation ensuring timely and compliant performance of the contract. At the same time, I assure you that the Contractor has the necessary knowledge, experience and technical potential, and also has people capable of performing the Order and is authorized to perform the subject of this contract.

I declare that to the Contractor:

- a) liquidation has not been opened,
- b) no bankruptcy has been announced,
- c) there are no pending proceedings on its restructuring.

signature

Appendix No. 3 - List of the Bidder's experience

_____, _____
Place date

Bidder's Data

BIDDER'S EXPERIENCE

I.p.	Exhibition stand at the fair	Ordering Party	Value of the order (net amount)	Period of order fulfillment
1				
2				
3				
4				
5				
6				
7				

Aware of the criminal liability specified in Art. 233 of the Criminal Code, I declare that the information provided is true and accurate.

signature

Annex No. 4 - Statement about the lack of personal and capital ties with the Ordering Party_____
*Place*_____
*date*_____
*Bidder's Data***STATEMENT ABOUT THE LACK OF PERSONAL AND
CAPITAL TIES WITH THE ORDERING PARTY**

Acting hereby on behalf of _____ *[bidder's details]* _____ [hereinafter: the Bidder], I declare that the Bidder is not an entity related personally or by capital to Portman Lights Sp. z o.o. [hereinafter: the Ordering Party], and between the Ordering Party or persons authorized to incur obligations on behalf of the Ordering Party or persons performing activities on behalf of the Ordering Party related to the procedure of selecting the Contractor and the Bidder there is no connection consisting in:

- a) participating in the company as a partner in a civil partnership or partnership,
 - b) owning at least 10% of shares or stocks, unless a lower threshold is required by law,
 - c) acting as a member of the supervisory or management body, proxy,
 - d) being married, in relationship of kinship or affinity in a straight line, kinship of the second degree or affinity in the lateral line or in relation to adoption, care or guardianship,
- or any other link that could affect the transparency or the preservation of fair competition and equal treatment in this procurement procedure.

signature

Annex No. 5 - Offer form_____
*Place*_____
*date*_____
*Bidder's Data***OFFER FORM**

Responding to the INQUIRY NO. 1/2022 "Purchase of a comprehensive service for the construction of the Portman Lights stand together with a project for the Prolight & Sound 2022 Messe Frankfurt fair" submitted by Portman Lights Sp. z o.o. on April 4, 2022 for the **performance of a comprehensive stand construction service along with a project for the Prolight & Sound 2022 Messe Frankfurt fair, which will be held on April 26 - 29, 2022** as part of the project "Pomeranian Export Broker. The comprehensive system of export support in the Pomeranian Voivodship" co-financed by the European Union, implemented by the Ordering Party under Agreement No: UDG-PBE.03.2019/213 concluded with Agencja Rozwoju Pomorza S.A.

I propose a total remuneration for the performance of the subject of the service contract:

in the amount of EUR net (say: 00/100 net), increased by VAT in the amount of 23%, which in total is the amount of gross (say: 00/100 gross).

Acting on behalf of the Bidder, I declare that:

1. the above price includes the entire cost of the contract;
2. I have read the requirements of the Ordering Party regarding the subject of the contract, included in the inquiry and accept them and I do not raise any objections to them;
3. the order will be processed within the time limits specified in the inquiry and in the draft Agreement - constituting Appendix 6 to the inquiry;
4. I am authorized to perform the activities covered by the Order;
5. I have the necessary knowledge and experience to perform the Order;
6. I have the technical potential, all means and resources, people capable of performing the Order, enabling the subject of the contract to be performed independently.

If my offer is considered the most advantageous, I undertake to sign the contract constituting Annex 6 to the request for proposal on the date and place indicated by the ordering party.

I declare that I have full legal capacity and enjoy full public rights. Moreover, I declare that there are no circumstances that would hinder or prevent the performance of the contract (with the content specified in Appendix 6 to the Inquiry) in the event of selecting my offer.

Aware of the criminal liability specified in Art. 233 of the Criminal Code, I declare that the information provided in this form and in its attachments is true and factual.

Attachments:

Appendix No. 1 - Statement on the economic situation of the Bidder

Appendix No. 2 - List of the Bidder's experience

Appendix No. 3 - Statement about the lack of personal and capital ties with the Ordering Party

Appendix No. 4 - Concept of the project

signature

Annex no. 6 – Agreement template**CONTRACT FOR THE CONSTRUCTION OF THE PORTMAN LIGHTS STAND TOGETHER WITH THE PROJECT
AT PROLIGHT & SOUND 2022 MESSE FRANKFURT**

concluded in Gdynia on _____ between:

PORTMAN LIGHTS Sp. z o.o. (Limited liability company) with its registered office in Gdynia (81-451), at ul. Al. Zwycięstwa 96/98, entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000640681, the registration files of which are kept at the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, with NIP: 5862310706, REGON: 365588200, with share capital in the amount of PLN 6,720.00 represented by: Dominik Zimakowski - President of the Management Board and Łukasz Szejna - Vice President of the Management Board hereinafter referred to as the **"Ordering Party"**,

and

_____ hereinafter referred to as the **"Contractor"**,

hereinafter jointly referred to as **"Parties"**, and each individually as a **"Party"**, with the following content:

§ 1. Subject of the Agreement

1. The subject of this Agreement is the performance of a comprehensive construction service for the Portman Lights stand together with a project for the Prolight & Sound 2022 Messe Frankfurt fair, which will take place on April 26-29, 2022.
2. The Ordering Party orders and the Contractor accepts the order and undertakes to construct the Portman Lights stand together with the design for the Prolight & Sound 2022 Messe Frankfurt fair, which will take place on April 26-29, 2022, on the terms set out in this Agreement.
3. Under this Agreement, the Contractor will undertake the following activities:
 - a) prepare the stand design - in accordance with the stand layout plan, constituting Appendix no 1 to the Inquiry on the exhibition area of 20 m2, including 3D modeling, preparation of the necessary documentation, ordering services at Messe Frankfurt (approval of storage / supply / stand etc.), according to the concept attached to the Offer Form.
 - b) performs comprehensive construction of the exhibition stand - in accordance with the stand layout plan, constituting Appendix no 1 to the Inquiry, on an exhibition area of 20 m2, taking into account the following elements:
 - Cabin elements: truss, power cables, DMX cables, power supply, 1x meter (black color), 2x seats (orange color), 1x fridge (250-400l black color), lighting control panel (MA3 onPC wing), fogging machine, suspension accessories;
 - stand construction: logistics, assembly structure plus Portman fittings, cabling, rigging, system control.
4. The services covered by this Agreement will be performed on the terms specified in the Inquiry and in the Offer submitted by the Contractor, which constitute attachments to this Agreement.

§ 2. Deadline for the performance of the subject of the Agreement

1. The Contractor, within 3 working days from the date of signing the Agreement, shall present the detailed design and visualization of the performance of the subject of the Agreement, ie the exhibition stand.
2. The Contractor, after the Ordering Party's approval of the stand design, will execute the remaining part of the subject of the order and install the exhibition stand by April 26, 2022 at the Prolight & Sound 2022 Messe Frankfurt fair.
3. The contractor shall dismantle the stand by May 5, 2022.

§ 3. Remuneration

For the correct performance and delivery to the Ordering Party of the subject of the Agreement, the Contractor will receive a total remuneration of EUR _____ net (say: EUR _____ 00/100 net), increased by VAT of 23%, which in total is EUR _____ gross (in words: _____ 00/100 gross), which will be paid on the basis of the invoice issued by the Contractor within 7 days from the date of its delivery to the Ordering Party.

§ 4. Amendments to the Agreement

Amendments and additions to the Agreement may be made only in writing under pain of nullity, only in the circumstances specified in the Inquiry.

§ 5. Withdrawal from the Agreement

1. If the Contractor is delayed with the commencement or completion of the performance of the subject of the Agreement to such an extent that it is unlikely that it will be able to complete it within the time limit set by the Ordering Party, the Ordering Party may, without setting an additional time limit, withdraw from the Contract.
2. Withdrawal from the Agreement should be delivered to the Contractor in writing by registered mail, and the date of withdrawal from the Agreement shall be the date of delivery of the registered letter.

§ 6. Final provisions

1. Any changes to the Agreement shall be made in writing under pain of nullity.
2. To the extent not regulated in the Agreement, the provisions of Polish law shall apply, in particular the Civil Code and the Act on copyright and related rights.
3. Any disputes that may arise during the performance of the Agreement, the Parties undertake to settle the dispute by mutual agreement, otherwise the dispute will be resolved by a common court having jurisdiction over the seat of the Ordering Party.
4. An integral part of this Agreement is the Inquiry and the Offer submitted by the Contractor.
5. The Agreement was concluded in two identical counterparts, one for each of the Parties.

SIGNATURES:

The Ordering Party

The Contractor
