

CONSIGNMENT AGREEMENT

(Hereinafter "**Agreement**")

Agreement parties

(Hereinafter "**Parties**")

Name / Company: Divadelný ústav
Address: Jakubovo námestie 12, 813 57 Bratislava
CIN: 00164691
Represented by: doc. Mgr. art. Vladislava Fekete ArtD.
VAT non-payer
E-mail:
Phone number:
Bank account:
IBAN:
SWIFT:

(Hereinafter "**Publisher**")

and

PageFive Publishing, z.s.
association based at Veverkova 1410/8, Holešovice, 170 00, Praha
CIN: 05604150
VAT non-payer
E-mail:
Phone number:
Bank account:
IBAN:
SWIFT:

(Hereinafter "**Distributor**")

1. Subject of Agreement

1.1. The subject matter of the Agreement is the Distributor's obligation to provide the Publisher with the sale of publications or products or works of art and literature (hereinafter "**Goods**") created by the Publisher and submitted to the seller for sale in the PQ Bookshop at the Prague Quadrennial Festival (hereinafter "**PQ**"). PQ takes place in Prague from June 8 – June 18, 2023. PQ Bookshop is located in the Prague Market Hall (Bubenské nábřeží 306, Prague 7) in the Central Hall (Hall 11a). The sale starts on June 7, the day of the PQ opening. The Publisher is obliged to hand over the Goods to the seller in person no later than June 6, 2023, by 6 p.m. at the PQ Bookshop in Central Hall. If they send the Goods by post, they need to ship them no later than April 30, 2023, to Veverkova 458/5, Holešovice, 170 00, Prague. After the PQ, unsold Goods will be returned to the Publisher (specified in Articles 5 and 6).

In order for the sale to proceed, the Publisher must meet the obligations laid out below:

(i) Deliver the specified Goods to the Distributor on the agreed price terms.

ii) Provide the Distributor with remuneration for services rendered.

1.2 The Publisher declares that they are the author of the Goods offered and holds the proprietary copyright to the Goods.

1.3 The Distributor shall sell the Goods to third parties on their own account and on their own behalf without territorial limitation. The Distributor has obtained a non-exclusive right to sell the Goods from the Publisher on the basis of this Agreement.

1.4 The Distributor undertakes to take the Goods from the Publisher on the terms and conditions agreed in this Agreement and to offer them for sale to third parties at a price agreed with the Publisher. At the end of the PQ, unsold Goods will be returned to the Publisher.

1.5 The Publisher shall provide the Distributor with the following information about the Goods:

- (a) the purchase price of the Goods,
- b) the number of units of the Goods,
- c) EAN code, ISBN, ISSN (if any),
- d) title and author of the Goods, and technical parameters of the Goods,
- e) the method of delivery to the consignment warehouse (personal delivery, post),
- f) information on promotional support for the Goods or special requirements for the sale of the Goods.

1.6 In the event that an incorrect EAN code or no EAN code is indicated on the Goods, the Distributor shall mark the Goods with the correct EAN code.

2. Establishment of a consignment warehouse

2.1 In order to fulfil the Distributor's obligation under this Agreement, a consignment warehouse shall be established by the Distributor for the supply of Goods from the Publisher.

2.2 The consignment warehouse shall be established at the Distributor's premises.

2.3 The Distributor shall be responsible for the proper care of the Goods entrusted to them. The Publisher is entitled to inspect the consignment Goods by prior arrangement with the Distributor.

2.4 The placement of the Goods in the consignment warehouse shall be made on the basis of a registration form for the sale of the Goods on PQ, in which the Publisher shall also indicate the method of delivery of the Goods, the quantity of the Goods and the approximate date of delivery of the Goods.

3. Delivery of Goods

3.1 The Publisher will send the Goods to Veverkova 458/5, Holešovice, 170 00, Prague, or bring them in person to PQ Bookshop on specific dates: on June 4, 2023, from 1 p.m. to 6 p.m. or on June 5 and June 6, 2023, from 10 a.m. to 6 p.m.

3.2. If the Publisher has chosen the method of shipment by post (or another carrier), they are obliged to ship the Goods by April 30, 2023. If they fail to do so, the Distributor cannot guarantee that the Goods will arrive in time to be sold on PQ. The Publisher is obliged to send the Goods at their own expense. If they fail to do so, the cost of postage will be shown as an extra expense in the billing of the Goods. The Distributor is not responsible for the loss of Goods in transit from the Publisher to the consignment warehouse (by post or other transportation company).

3.3 The Distributor shall inspect the Goods upon delivery to identify any apparent defects and verify the completeness of the parcel (individual inspection of delivered Goods) and

shall notify the Publisher of any apparent defects within 7 days.

3.4 The Distributor shall be liable for any loss or damage to the Goods in the consignment warehouse.

3.5 To avoid any doubt, the Agreement Parties stipulate that the Goods placed in the consignment warehouse are the property of the Publisher.

4. Price of Goods

4.1 The price of the Goods (selling price excluding value added tax) is determined by agreement between the Publisher and the Distributor. The Publisher shall indicate the purchase price for each type of Goods (title).

4.2 The Distributor's remuneration shall be 25% of the list price (selling price) of each copy of the Goods during the period of its sale, and after the deduction of any discounts granted by the Distributor. As the Distributor is run as a registered society, it does not pay VAT on the Goods sold.

5. Collection of Goods from the warehouse

5.1 The Distributor shall be entitled to take the Goods from the consignment warehouse for direct sale to end consumers and delivery to their customers in performance of this Agreement.

5.2 By taking the consignment Goods under paragraph 1, a separate contract of sale is concluded between the Distributor and the Publisher in respect of such Goods on the terms and conditions agreed in this Agreement.

5.3 Upon taking of the Goods from the consignment warehouse, title to the Goods shall pass from the Publisher to the Distributor.

5.4. The Distributor is obliged to settle with the Publisher for the Goods entrusted to them after the end of the sale in the PQ Bookshop no later than 30 days after the Publisher has personally collected the unsold Goods or the Distributor has sent the unsold Goods to the Publisher. The Publisher is obliged to issue an invoice within 14 days of receipt of the settlement.

5.5 Settlement shall be made by the Distributor informing the Publisher in writing (by e-mail) within the agreed time limit of the number of units sold of each type of Goods transferred from the consignment warehouse to their warehouse. On the basis of the settlement (summary of Goods sold) and at the price set out in Article 1 of this Agreement, the Distributor shall pay the Publisher the agreed remuneration under this Agreement.

5.6 The last day of the month for which the sales report is made shall be the date of the taxable transaction for value-added tax purposes.

5.7 The remuneration shall be payable within the period specified in the invoice for the Goods sold or within 30 days of receipt of the tax document (invoice) from the Publisher. If all the obligations in points 5.4 and 5.5 are fulfilled, the Distributor shall pay the remuneration for the Goods sold to the Publisher within 30 days of receipt of the invoice.

6. Returning of Goods

6.1 If the Publisher does not collect the consignment Goods after the end of the PQ, namely on June 19, 2023, between 9:00 a.m. and 1:00 p.m., the Goods will be sent to them at their own expense, including customs and tax charges varying according to the place of delivery. The Goods will be sent to the Publisher no later than July 17, 2023.

6.2 The final settlement of the consignment warehouse shall be made by the Distributor within 30 days of the end of the storage, i.e., from the date of return or dispatch of the Goods to the Publisher.

7. Licence

7.1. The Publisher hereby grants the Distributor the right to distribute the Goods by offering them in the PQ Bookshop and on the Internet during the duration of the festival, within the quantity limitation determined by the number of delivered items.

7.2 The Publisher shall be liable to the Distributor for the content of the Goods in terms of subject matter and law; they also declare that the content of the Goods does not infringe the right to protection of personality or other rights of third parties and that they shall be liable to the Distributor for any damage that may arise from this.

8. The Duration of Agreement

8.1 This Agreement is concluded for a definite period of time. It shall be valid from the date of signature by both Parties until all unsold Goods have been returned to the Publisher and the royalties have been paid. If the Publisher fails to send an invoice for payment of the royalties for the sold Goods by September 30, 2023, the Distributor's obligation to pay the royalty for the sold Goods shall cease.

8.2 The Agreement may be terminated by written agreement of the Parties on the date specified in such agreement. Both Parties may terminate this Agreement in writing without giving reasons. The period of notice shall be 30 days and shall commence on the first day of the month following the delivery or handing over of the written notice to the other Party.

8.3 Either Party shall be entitled to withdraw from this Agreement in the event of a repeated breach or a particularly serious breach of this Agreement by the other Party, always after giving prior notice of the breach of the Agreement, with an alternative period of time to remedy the breach and with notice of the possibility of withdrawal. Such withdrawal shall be effective from the date on which it is delivered in writing to the other Party (written notice shall be deemed to include information communicated by electronic mail).

8.4 The Parties have expressly agreed that in the event of termination of this Agreement, all arrangements relating to the return of Consignment Goods under Article 6, as well as all arrangements relating to the Distributor's remuneration and their settlement, shall remain binding on the Parties. Any disputes arising after the termination of this Agreement shall be resolved primarily in accordance with the contents of this Agreement.

9. Concluding provisions

9.1 The Parties declare that all provisions of this Agreement shall be considered confidential and the Parties undertake not to disclose information from this Agreement to any third party, unless it is information that has since become generally known without the action of either Party. This obligation of confidentiality shall survive the termination of this Agreement. A breach of confidentiality may at the same time be considered a particularly serious breach of this Agreement.

9.2 In the event that any provision of this Agreement becomes invalid or unenforceable, the other provisions of this Agreement shall not be affected. In such event, the Parties agree to replace such invalid or unenforceable provision with a new valid and enforceable provision that is as close in legal and economic significance to the invalid or unenforceable provision as possible.

9.3 This Agreement shall become effective and valid on the date of its signature by both Parties and effective on the day following its publication in the Central Register of Contracts of the Office of the Government of the Slovak Republic.

9.4 The Agreement shall be executed in two counterparts, one of which shall be received by each of the Parties.

9.5 Legal relations not regulated by this Agreement shall be governed by the law of the Czech Republic, in particular the provisions of the Civil Code.

9.6 The Parties fully understand the content of this Agreement, it is an expression of their free and serious will, in proof of which they affix their signatures.

Date In Bratislava Date In.....

Publisher signature:

Distributor signature: