

## Purchase Agreement

between

**Opernhaus Zürich AG (hereinafter referred to as "ZURICH")**

Falkenstrasse 1, CH-8008 Zürich

Legal form: Public limited company

Founder: Canton of Zurich

Bank connection: Credit Suisse, CH-8070

IBAN: CH3304835069451532003

SWIFT: CRESchZZ80H

VAT ID: 106.005.226

Telephone: +41 44 268 64 37

Represented by

Marc Meyer, Administrative Director,

Marie Wolfram-Zweig, Executive Manager for Business Affairs

and

**National Theatre Košice (hereinafter referred to as "NDKE")**

Hlavná 58, 04277 Košice, Slovakia

Legal form: state-subsidized organization

Founder: Ministry of Culture of the Slovak Republic,

founding deed no. MK-3905/2023-110/7836

Bank connection: State Treasury, Radlinského 32, 810 05 Bratislava

IBAN: SK85 8180 0000 0070 0007 0481

SWIFT: SPSRSKBAXXX

Company ID: 312 99 512

VAT ID: SK2021469758

Tax ID: 2021469758 Telephone: +421/ 55 – 2452 202

represented by

Mgr. art. Andrej Šoth, ArtD., General Director

entered into for the purpose of

**Sale of Costumes for the performance of DON QUIXOTE**

**Designed by Jordi Roig in 2006**

1. ZURICH sells to NDKE costumes for the ballet production: **DON QUIXOTE**, the list of which (including the values for each individual costume) is included in Annex No. 1 to this contract (hereinafter referred to as "costumes").

2. The Seller declares that they are the exclusive owner of the costumes. The Seller sells the costumes free of any liens and other rights corresponding to the rights of third parties to the property of others (with the exception of copyright, the settlement of which is further specified in this contract). The Seller also declares that the costumes do not originate from criminal activity.

3. The purchase price is EUR 9,000 (nine thousand euros) excluding VAT.

The purchase price will be paid as follows:

a) EUR 4,500.00 - deposit, paid on the basis of this contract, upon the effectiveness of the contract

b) EUR 4,500.00 upon delivery of the costumes to Košice, but no later than 3 months from the provision of the deposit.

Payment under clause 3 letter b) of this contract will be made after the invoice is issued by the due date to the specified account. The due date of the invoice is 14 days after the invoice is delivered to NDKE. ZURICH will attach a detailed breakdown of prices for individual parts of the costumes to the invoice. The invoice must include the provided deposit invoiced according to point 3.a), no later than 3 months from the provision of the deposit.

4. NDKE will transfer the purchase price to account number: 694515-32-3, Credit Suisse, CH-8070 Zurich, BIC: CRESCHZZ80H, IBAN: CH33 0483 5069 4515 3200 3; Account Owner: Opernhaus Zurich AG, CH-8008 Zurich.

5. The place of collection of the costumes is: Binzmühlestrasse 210, 8050 Zürich, Switzerland. The costumes must be delivered to NDKE no later than 3 months from the provision of the deposit paid according to point 3.a) of this Agreement. All costs associated with the transportation of purchased costumes to NDKE (including loading and unloading of costumes) and including payment of taxes and the like shall be borne by NDKE.

6. This contract does not include the rights of the copyright holder of the author of the costumes (Jordi Roig). NDKE will settle these rights with the author of the costumes by means of a separate contract.

7. The transfer of ownership of the costumes from the seller (ZURICH) to the buyer (NDKE) occurs from the moment of delivery of the costumes to the buyer (NDKE).

8. At the time of delivery/receipt of the costumes, an authorized person will represent both the seller and the buyer. On the seller's side, it is: Beat Marti and on the buyer's side, it is: Vladimír Stolár. In case of a change in the authorized person, the contracting party is obliged to inform the other contracting party, and in such a case, it is not necessary to conclude an amendment to this contract.

9. Upon receipt of the costumes, NDKE shall check that the costumes have been delivered in accordance with Annex 1 to the Contract. If the costumes do not comply with Annex 1 at the time of acceptance, NDKE is entitled not to accept the costumes and not to pay the remaining of the agreed purchase price and is entitled to a refund of the part of the purchase price already paid. At the same time, this entitles NDKE to withdraw from the contract without penalty. Should NDKE not accept the costumes, ZURICH is also authorized to withdraw from the contract. In this case, the costumes must be returned to ZURICH and ZURICH will pay the first down payment of EUR 4,500 back to NDKE.

10. This contractual relationship may be terminated:

a) by written agreement of both contracting parties

b) by termination of the contract by one of the contracting parties; Each of the contracting parties may request termination of the contract in case of material breach of obligations by the other party, whereby material breach of obligations occurs when the breaching party knew at the time of concluding the contract or at this time it was reasonable to anticipate, taking into account the purpose of the contract, which arose from its content or circumstances under which the contract was concluded, that the other contracting party would not have an interest in fulfilling obligations in case of such breach of contract. In case of doubt, it is presumed that the breach of contract is not material. The termination of the contract becomes effective on the day of receipt of the notice by the other contracting party.

11. This contract is concluded in English and Slovak languages. Both language versions are considered equally authentic. In case of discrepancies between these language versions, the interpretation of the English language version shall prevail. This contract was drawn up in two counterparts of each language version for each contracting party. Any amendments to the contract, including amendments to this article, require written form.

12. This contract is governed by Swiss law, with the exception of international private Swiss law. The competent court is Zurich.

13. This Contract shall enter into force on the day of its signing by both Contracting Parties. In accordance with Act No. 211/2000 Coll. on Free Access to Information, as amended, this Contract constitutes a contract subject to mandatory publication, which enters into force on the day following the date of publication of the contract in the Central Register of Contracts.

Košice,

Zürich,

National Theatre Košice

Opernhaus Zürich AG

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Mgr.art. Andrej Šoth, ArtD.

Marc Meyer

General Director

Administrative Director

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Marie Wolfram-Zweig

Executive Manager for Business Affairs