

CONTRACT

concluded in..... on.....

by and between:

Piotr Depta conducting business activity under the business name of Stolarstwo Meblowe 'Trio' in Mosty 81-198 at Ogrodowa 26 hereinafter referred to as *the Contractor*

and

.....residing in.....

holder of an ID card series.....No..... issued by.....

Tax Identification Number (NIP).....

hereinafter referred to as *the Contracting Authority*

to the following effect:

§ 1

1. The Contracting Authority makes an order for the execution and installation of the work by the Contractor at a place indicated by the Contracting Authority.
2. The work shall be performed on the basis of the design previously prepared by the Contractor or accepted by the Contractor.
3. The Contracting Authority and the Contractor personally sign the design approved by both parties, referred to in item 2.
4. After signing the design, the Contracting Authority shall not raise any objections to the specified technical and constructional requirements consistent with the art of carpentry, or to the quantity and the prices of the items necessary to complete the work.
5. Any changes to the design after the signing of this contract shall be payable additionally. The payment shall be determined taking into account the amount of materials used and the number of working hours in this respect.

§ 2

1. The Parties set the deadline for the installation of the furniture being The installation shall commence from Monday to Friday before noon. The number of days necessary for the installation depends on the size of the order.
2. The contractor shall not be responsible for exceeding the deadline specified in item 1, if the delay is due to the circumstances beyond the control of the Contractor, including the reasons attributable to the Contracting Authority.

3. As of the date of the installation, the Contracting Authority undertakes to have the built-in household appliances. As of the date of the furniture installation, the Contracting Authority undertakes to prepare an empty room and to prepare the connections in accordance with the furniture design and the information on the electrical wiring, alarm wiring, etc. already installed in the walls, floors, and ceilings in which the furniture installation is supposed to take place.

4. In the case of the absence of the aforementioned household appliances on the date of installation or a failure to prepare an empty room or the relevant connections, the Contractor shall perform the furniture installation after an additional remuneration is paid by the Contracting Authority, specified on an individual basis, determined by the rate for a working hour of the installers.

§ 3

1. The Parties determine the remuneration of the Contractor on the basis of an oral statement of the planned works and the anticipated costs, to the net/gross* amount of.....
(in words:.....).

2. On the date of signing the contract, the Contracting Authority shall pay the amount of..... (in words:.....) on account of the down payment in cash/via money transfer* within..... days from the date of signing the contract. The remaining part of the remuneration and any amounts due arising from the circumstances described in § 2 item 4 and/or in § 1 item 5, shall be payable no later than on the last day of the furniture installation, in cash or via money transfer, providing the installers with a money transfer confirmation. In the case of a failure to pay the end amount, the Contractor shall have the right to charge the Contracting Authority with interest in the amount of 2% per each day of delay, calculated on the basis of the unpaid amount.

3. The remuneration of the Contractor consists of: the measurements, possible preparation of the furniture design, transport of the furniture and its installation, along with the installation of household appliances, with the exception of electrical, gas, and plumbing connections, at the place indicated by the Contracting Authority.

4. In the case of a failure to execute the contract by the Contracting Authority, the Contractor shall retain the down payment.

5. If during the assembly there is a need to perform additional works, the remuneration referred to in item 1 may be changed.

6. The installation of custom-made furniture is an invasive service and may result in minor abrasions and damage, in particular to the walls, etc. TRIO Carpentry shall not be responsible for damages to the amount of PLN 300 /three hundred zloty/.

7. After this contract is signed and all the documents are received along with the copy of the design and the material specifications, the resignation from this contract before the payment of the down payment referred to in item 2, the Contracting Authority shall pay the net amount of PLN 500 (in words: five hundred zloty) to the Contractor as a remuneration for the work done so far.

§ 4

1. After the completion of the furniture installation, the parties prepare an acceptance protocol in which they include the possible objections concerning the work performed. All improvements to the installed furniture constitute a complaint. The failure to sign the protocol for any reason is regarded as an acceptance of the furniture and the installation without reservations.
2. The Contractor undertakes to consider the possible objections without undue delay.
3. The Contractor grants a warranty for a period of 24 months from the date of the installation, excluding bathroom furniture, lighting, and gas lift mechanisms.
4. The warranty does not apply in the case of changes, repairs or alterations, etc. by the Contracting Authority or third parties or a failure to pay the amounts due in full by the Contracting Authority.
5. The warranty shall not cover normal wear of the furniture and damage caused by the fault of the Contracting Authority or third parties.

§ 5

1. In cases not regulated herein, the provisions of the Civil Code and other acts in force in the Polish legal system shall apply.
2. The contract was prepared in two identical counterparts, one for each party.
3. Any changes to the contract, including changes in the amount of the remuneration, **require written form under pain of nullity.**

.....
signature of the Contracting Authority

.....
signature of the Contractor

** Delete as appropriate*