

PURCHASE AGREEMENT

Riga,
29 January, 2019

Harlequin Europe S.A., R.C. Luxembourg B 101695, address 29, Rue Notre-Dame -L-2240 Luxembourg, represented by the Sales Director for Eastern Europe, Ms Anastasia Zemtsova (hereinafter **Seller**), and

"Latvian National Opera and Ballet", State limited liability company, registered under business No: 40103208907, with principal place of business at 3 Aspazijas Blvd., Riga, LV-1050, Latvia, represented by chairman of the board Zigmars Liepiņš (hereinafter **Purchaser**)

Who shall be both hereinafter referred to also as the "Party" or the "Parties", if reference is made to them jointly, have concluded this purchase agreement (the "Contract") as follows:

1. Object of the Contract

- 1.1. The object of the Contract are the goods listed in Appendix 1 of the Contract (hereinafter Object of the Contract) and their delivery to the Purchaser.
- 1.2. The Seller sells and the Purchaser buys the Object of the Contract on the terms and conditions set in the Contract.
- 1.3. Place of delivery of the Object of the Contract is Aspazijas bulv.3, LV-1050 Riga, Latvia.

2. Delivery of the Object of the Contract

- 2.1. The Seller shall deliver the Object of the Contract to the Purchaser no later than in February 2019. The exact date shall be agreed upon between the Parties additionally in written form (at least via email).
- 2.2. The Parties have agreed that the Object of the Contract shall be delivered to the Purchaser according to Incoterm 2010 DDU rules to the place of delivery set in article 1.3.
- 2.3. Upon the delivery of the Object of the Contract, the Purchaser shall sign the Delivery Note confirming the delivery. The representative of the Purchaser in matters of delivery is **LNOB Technical Director Deputy Selga Šustere (tel. +371 26462120, e-mail: selga.sustere@opera.lv)**.
- 2.4. The Purchaser shall check if the Object of the Contract matches the terms and conditions set in the Contract within 14 (fourteen) days from signing the Delivery Note. The Purchaser has the right to refuse from accepting the Object of Delivery in case it does not match the terms and conditions set in the Contract.
- 2.5. In case the Object of the Contract has defects in quality, the Purchaser shall give the Seller additional time to fix the defects. In case the Parties do not reach an agreement whether the Object of the Contract has defects or not, the Parties shall appoint an independent professional who shall give his/her expert opinion on the matter.
- 2.6. The ownership of the Object of the Contract shall go to the Purchaser upon signing the Delivery Note. The risk of accidental loss or damage of the Object of the Contract shall be born by the Seller until the signing of the Delivery Note by the Purchaser.

3. Price

- 3.1. The Purchaser shall pay to the Seller for the Object of the Contract **22 848 EUR** (twenty two thousand eight hundred forty eight euros) (hereinafter Price). The Price includes the delivery of the Object of the Contract according to the article 2.2. of the Contract.
- 3.2. The Purchaser shall pay the Price to the Seller according to an Invoice presented by the Seller after the Purchaser has signed the Delivery Note.

4. Warranty

- 4.1. The Seller provides the Object of the Contract with manufacturer's warranty.
- 4.2. Warranty period of the sprung floor is valid 5 years from signing the Act of Delivery by the Parties.
- 4.3. The Seller confirms that the Purchaser shall not pay for any work done under the warranty.
- 4.4. Manufacturer's warranty means that the manufacturer confirms that the work carried through under the warranty shall be carried through by the Seller.

5. Liability and force majeure

- 5.1. Party that does not duly perform a monetary obligation arising from the Contract, shall pay interest on arrears in the amount of 0,1% of the sum not paid per day until the monetary obligation is duly performed.
- 5.2. The Party shall be liable for non-performance of the Contract unless the non-performance is excused. The Party that does not duly perform its obligations shall cover on the other Parties demand all costs and losses carried by the other Party due to the non-performance of this Contract.
- 5.3. Non-performance by a Party is excused if it is caused by force majeure. Force majeure are circumstances which are beyond the control of the Party and which the Party could not reasonably have been expected to take into account, avoid or overcome.

6. Final Provisions

- 6.1. This Contract may not be amended, modified or changed in any manner except upon written consent or agreement of the Seller and the Purchaser.
- 6.2. Any dispute, controversy or claim arising from this Contract shall be settled amicably by mutual negotiation of both Parties in good faith.
- 6.3. This Contract has been executed in two copies of equal force in English language.

7. Contact Information

Purchaser :

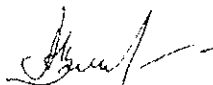
SLLC "Latvijas Nacionālā opera un balets"
Reg.No. 40103208907
Address: 3 Aspazijas Boulevard, Riga, LV-1050
Reg.no.:40103208907
VAT reg.no.:LV40103208907
State Treasury, BIC: TREL LV22
IBAN:LV19TREL9220500000000

Signature _____
Zigmars Liepiņš, Chairman of the Board

Seller :

Harlequin Europe
29, Rue Notre-Dame -L-2240 Luxembourg
Tel : (+352)26.20.34.28 – Fax : (+352)26.20.34.28
R.C. Luxembourg B 101695 - Capital EUR 31.000
Société anonyme-Aut. Gov. 107653
TVA : LU 20231720 – FR604795668792

Signature _____



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Represented by: Anastasia Zemtsova, Sales Director/Eastern Europe