

CONTRACT FOR SPECIFIC WORK (CONTRACT FOR A WORK)

concluded on in between:

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hereinafter referred to as the "Client"

and

FIT-NET WORK limited liability company with its registered office in Zarzecze, ul. Leśna 1, 37-205 Zarzecze, entered into the Register of Entrepreneurs of the National Court Register under number 0000866539, registration files kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, NIP (Tax ID): 7941829734, REGON: 387364759, represented by:
Natalia Goch – President of the Management Board,
hereinafter referred to as the "Contractor",

hereinafter collectively referred to as the "Parties" and each individually as a "Party",

as follows:

§ 1. Subject of the Contract

1. Under this Contract, the Client commissions and the Contractor undertakes to design and execute a work in the form of piece(s) of a gymnastics costume (hereinafter referred to as the "Work"), in accordance with the detailed specifications set forth in Appendix No. 1 to this Contract.
2. The Contractor undertakes to perform the Work as specified in this Contract for the Client using their best knowledge and skills, making full use of their qualifications. The Contractor shall also, upon the Client's request, provide all necessary information and clarifications concerning the methods and techniques used during the execution of the Work.
3. The Client shall provide the Contractor with all information necessary for the proper performance of the Work, in particular the measurements and design of the gymnastics costume.

§ 2. Completion Date

1. The Contractor agrees to complete the Work referred to in § 1 of the Contract by:
2. The Parties agree that in case of a high volume of orders, material shortages, or other events beyond the Contractor's control, the deadline for completion of the Work may be extended by three weeks, to which the Client hereby agrees.

3. If the Client fails to provide the Contractor with the necessary information or materials, or fails to pay the agreed deposit, the deadline for completion shall be extended by the duration of such delay.
4. The place of formal acceptance of the Work shall be the Contractor's registered office.
5. The Work shall be accepted based on a handover report.
6. The Client may submit comments to the Contractor within 7 days from the date of receiving the Work.
7. If the Client finds that the delivered Work is incomplete, does not include all agreed details, or contains errors, the Client shall inform the Contractor and provide appropriate comments within the timeframe mentioned above.
8. If the Contractor takes into account all comments submitted by the Client under items 6 and 7, the Work shall be deemed completed in accordance with the Contract, and the Client shall be obliged to accept it. Any further modifications requested by the Client shall constitute a separate order, the terms of which, including remuneration, shall be agreed upon under a separate agreement.

§ 3. Liability

1. The Parties agree that the Contractor is responsible for the proper performance of the Work.
2. The Contractor may not subcontract the performance of the Work to third parties without the Client's consent.
3. The Client acknowledges that, due to the Work being custom-made to order, it is non-returnable.
4. The Parties agree that the Contractor shall not be liable for any damage resulting from the improper use of the Work (costume), in particular: wearing by a person with different measurements, improper washing, or drying in an electric dryer.

§ 4. Remuneration

1. For the proper completion of the Work specified in § 1, the Contractor shall receive a total remuneration of: (in words: zlotys 00/100) gross.
2. The remuneration mentioned above shall be paid as follows:
 - a) A deposit in the amount of PLN (in words: 00/100) gross, payable within 3 days from the date of signing this Contract;

- b) The remaining balance of the amount referred to in item 1 above shall be payable within 3 days of the Client's acceptance of the Work.
- 3. The Contractor reserves the right to request an increase in the remuneration referred to in § 4 item 1 in case of an actual increase in the cost of materials required to execute the Work or if the costs turn out to be higher than previously anticipated.
- 4. The remuneration mentioned above shall be paid by transfer to the bank account indicated by the Contractor.
- 5. The Parties agree that the date of the Client's payment shall be the date on which the Client's bank account is debited.

§ 5. Withdrawal from the Contract

- 1. The Client has the right to withdraw from the Contract if the Contractor fails to commence performance within 14 days without justified reason and continues to delay the work despite the Client's written notice.
- 2. The Contractor has the right to withdraw from the Contract if:
 - a) The Client fails to pay the deposit within the timeframe set out in the Contract, despite an additional written reminder,
 - b) The Client unjustifiably refuses to accept the Work or to cooperate in the execution of the Contract.
- 3. Withdrawal from the Contract must be made in written form under pain of nullity and must include a justification.

§ 6. Force Majeure

Neither Party shall be liable for failure or improper performance of their obligations due to circumstances beyond their control, including but not limited to: changes in national or foreign regulations, issuance or non-issuance of relevant administrative decisions, natural disasters, weather conditions, wars, riots, or strikes.

§ 7. Dispute Resolution

Any disputes arising from the execution of this Contract shall first be resolved amicably. If no agreement is reached, the disputes shall be submitted to the court having jurisdiction over the Contractor's registered office.

§ 8. Final Provisions

1. In matters not regulated by this Contract, the relevant provisions of the Civil Code shall apply.
2. Any amendments or supplements to this Contract must be made in writing under pain of nullity.
3. This Contract shall enter into force upon signing.
4. The Contract is drawn up in two identical counterparts, one for each Party.
5. The following annexes constitute an integral part of this Contract:
 - a) Appendix No. 1 – Design of the gymnastics costume as specified by the Client,
 - b) Appendix No. 2 – Measurements of the gymnastics costume as specified by the Client,
 - c) Appendix No. 3 – Description of the gymnastics costume as specified by the Contractor.

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For the Client

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For the Contractor