

DONATION CONTRACT

Between

Rotary Deutschland Gemeindienst e.V. (RDG)
represented by Dr. Thomas Süßmeir

and
Rotary Club
represented by

hereinafter referred to as the donor

and

Rotary Club
represented by

hereinafter referred to as the presentee

§1 Purpose of the contract

The donor and the presentee agree that the donor will give the presentee the items specified in §2 free of charge. This is the legal process of a gift.

§2 Object of the contract

The donor and the presentee agree that the presentee becomes the owner of the items specified below upon conclusion of this agreement. These consist of:

If necessary, a list may be drawn up, to be annexed to this contract, in order to fully identify the objects covered by the gift.

§3 Fulfilment of the donation

The gift is executed by this agreement and the immediate transfer of the objects concerned.

§4 Transport

The donor is carrying out the transport and bears the costs incurred.

§5 Prescription for gifts

The donation is not bound to any conditions.

§6 Return right

The presentee is entitled to return items to the donor or his legal successor. If the donor or his legal successor cannot be reached without unreasonable effort or is not interested in the return, the presentee is free to dispose of the items.

§7 Liability

The presentee undertakes to handle the donated items properly and assumes all consequential costs for maintenance, operation and servicing. The donor assume no liability for any risks or damages arising from the delivery and use of the donated items. In addition, the donating Rotary Club and Rotary Deutschland Gemeindienst e.V. are released from all warranty, maintenance, operation and recourse claims.

§8 Application of German gift law

Should individual provisions of this contract be invalid, the rest of the contract shall remain valid. The invalid provisions shall be replaced by the statutory provisions. Insofar as a question is not expressly regulated in this contract, the parties agree that the rules of German law, in particular the law on gifts (§§ 516 ff. BGB), shall apply as a substitute.

§9 Court of jurisdiction

The place of jurisdiction is the donor's registered office, Düsseldorf.

§10 Different regulations

Regulations deviating from this contract as well as subsidiary agreements must be in writing to be effective.

Düsseldorf,

Lviv,

Name of donor
Rotary Deutschland Gemeindienst e.V.
represented by
Dr. Thomas Süßmeir

Name of presentee
Rotary Club
represented by

Name of donor
Rotary Club
represented by