

Introductory Provisions

1. Unless other terms and conditions have been agreed upon in writing, the following General Terms and Conditions shall govern the rights and obligations ensuing from the contractual relationship between Skrivanek s.r.o., Company ID No.: 60715235, with its registered office at the address Na dolinách 153/22, 147 00 Prague as the contractor, and the other contracting party as the client.
2. These GTC lay down the conditions under which the contractor shall provide the client with contractual performances (hereinafter referred to as "service[s]") on the basis of a contract defining the detailed terms and conditions of the service(s), the subject matter of which is primarily the provision and assurance of DTP, graphic and typographic services.
3. The contractor shall provide the client with services under the terms specified herein and in the contractual arrangements based on these terms.
4. The contractor shall provide its services to the client via its employees and contractual freelancers.

I. Definitions of Selected Terms and Abbreviations

1. **Graphic Design, Concept Design or other Design** – the basic outline design of the work which the contractor creates under a contract with the client and which is expected to be refined into its final form based on comments and input from the client. Unless otherwise agreed, the contractor shall be deemed to produce only one Graphic Design, Concept Design or other Design. If multiple graphic designs are required, the client must specify this fact in advance in the order, and it shall be included in the price quotation and the contract.
2. **Supporting Documents** – documents and information from the client required for the provision of the service. These are usually supplied as text and image templates.
3. **Sketch Fee** – a financial payment which the client is obliged to pay in the event that he does not choose the Graphic Design, Concept Design or other Design submitted by the contractor, or has other designs created or redesigned without this having been agreed upon in the contract.
4. **Proofreading** – the activity of checking and editing a work and its developmental stages in terms of content, subject matter and language. The client may request that the contractor provide professional language proofreading, but this must be specified in the order and this service shall then be included in the price quotation and contract. As a general rule, three Proofreadings shall be provided to the client. If more than three Proofreadings are required, this fact shall either be included in the price quotation or shall be billed as additional work.
5. **Imprimatur** – approval of a draft by the client before printing or commissioning for production.
6. **Copyrighted Work(s)** – all works under copyright that are used by the contractor in the provision of services and that are also part of the service provided or the work created, in particular works of art (paintings, graphic art, sculptures), photographic works or works created in a manner similar to photography, literary works, etc.
7. **License** – exclusive authorisation to use Copyrighted Works to the extent laid down hereinafter.
8. **DTP** – desktop publishing = the creation of a desired printed document by computer. DTP work includes editing documents, graphic design of printed matter and wrapping in a computer program designed for wrapping documents and editing, page assembly, etc.
9. **GTC** – These General Terms and Conditions.

II. Written form of Acts and Deliveries

1. In addition to printed written materials, acts performed in written form for the purposes hereof shall also mean:
 - a. facsimile messages (hereinafter also referred to as "faxes");
 - b. electronic mail (hereinafter also referred to as "email");
 - c. the provider's electronic order forms (hereinafter also referred to as "order forms").

Emails or order forms sent from an address other than the address specified in the contract shall be deemed to be communications in written form, provided that the message contains the order/contract number assigned by the contractor, which serves as the agreed password for these purposes.
2. If an email or order form is assigned an order/a contract number, the irrefutable presumption exists between the parties that the party on whose behalf it was sent has signed it with the same effect as if it was signed electronically following a procedure pursuant to special legislation. The parties are liable for damages incurred to the other party for abuse of a password.
3. The day or moment of delivery of a document sent to a correspondence address, fax number or email address, shall be deemed to be, in the case of
 - a. paper documents:
 - for parcels delivered in person, the date of confirmed receipt;
 - for standard parcels delivered using the services of a postal license holder, the date of receipt indicated by the addressee on the document;
 - the day indicated in confirmation of receipt for parcels delivered by a licensed postal service; if the recipient does not accept the parcel from the licensed postal service, the date of receipt shall be deemed to be the third day after the parcel is consigned to the licensed postal service;
 - b. faxes: the time of successful delivery, if sent by fax, as indicated by confirmation printed out from the sender's fax machine;
 - c. email or order forms: the time of confirmation by the addressee of the email or order form, and if no such confirmation or other form of proof exists, then the date following that on which the email was sent, provided that the sender has not received a message about failed delivery.

III. Services

1. The contractor shall provide services to the client on the basis of a contract. A contract between the client and the contractor is concluded upon unconditional confirmation of a written order from the client or by the confirmation of an order made by the contractor in an order (custom order) sheet, or upon the signature of a contract between the contractor and the client in writing.
2. In an order form or order sheet, the client must indicate:
 - a. identification details of the client;
 - b. specifications of the requested service;
 - c. the requested deadline for the performance;
 - d. the requested method of handover;
 - e. a contact person for communication with the client.
3. The time limit within which the contractor shall respond to an order delivered to the contractor's respective office on workdays during standard working hours shall be 6 (six) hours from the delivery thereof, unless the client specifies a longer time limit in the order. For orders delivered outside of working hours, the time limit shall start from the commencement of working hours on the nearest working day following delivery of the order.
4. The requested services shall be specified in the order, and the contractor shall be entitled, in agreement with the client, to perform the services or parts thereof by a different technological procedure while maintaining the client's requirements for quality, accuracy and form of the final product.
5. The services offered particularly include the following graphic, typographic, DTP work and individual production steps (hereinafter also referred to as "pre-print preparation and design"):

issued pursuant to the provisions of Section 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code

- a. Graphic Design, Concept Design or Design of the requested material or work,
 - b. Comprehensive preparation of the delivered Supporting Documents in the form of text and image templates up to the stage of print templates and their overall DTP processing. These jobs normally include, unless otherwise agreed, page breaks, Proofreading and subsequent Imprimatur of print production and print materials.
 - c. Making breaks from the supplied text and image Supporting Documents, wrapping text and required information into the layout of the Graphic Design, Concept Design or Design of the client's choice.
 - d. Possibly other subcontracted work.
6. The parties consider the provision of the aforementioned services by the contractor for every individual issue of periodicals, sales catalogues or other non-periodical and promotional printed matter to be separate performances, unless otherwise specified in the contract.

IV. Production and Delivery Conditions

General Provisions

1. On the basis of the Supporting Documents supplied by the client, the contractor shall perform the services ordered by the client. The specifications of the Supporting Documents handed over by the client to the contractor are an integral part of the order and are usually listed in separate annexes.
2. The place of performance shall be specified in the contract. If this is not the case, then the place of performance in accordance with these GTC shall be the contractor's registered office or the place of its department providing the agreed performance to the client.
3. The client shall not acquire the ownership right to the subject matter of the performance until full payment of the agreed price to the contractor. The risk of damage to the subject matter of the performance shall pass to the client at the moment it is taken over from the contractor. The contractor shall be obliged to deliver the subject matter of the performance to another person, such as a courier, in accordance with the client's instructions.

Time and Schedule of the Performance

4. The contractor shall proceed with the performance of the ordered services according to the agreed production schedules, which shall include, in addition to the individual stages of the performance of services, necessary and agreed interaction between the client and the contractor. The work schedules shall form an integral part of the contract and shall be set out in separate annexes (hereinafter referred to as "schedules"). Work schedules shall also be agreed upon in a custom order sheet.
5. The time of the performance shall be specified in a schedule, which shall be indicated on the order or custom order sheet. The final date of delivery shall also be indicated here.

Cooperation from the Client

6. The client shall be obliged, within the time limits agreed in the respective schedules, to provide the contractor with the following:
 - a. complete Supporting Documents for the performance of the work and services ordered by the contractor,
 - b. the necessary cooperation, where the contractor shall be responsible for ensuring that it provides cooperation properly and flawlessly and to the necessary extent. The necessary cooperation under this provision shall particularly consist in providing the Supporting Documents as well as comments and approval of the Graphic Design, Concept Design or other Design.
7. The client shall be responsible for the ensuring that the supplied Supporting Documents are free of errors and that their content complies with law, and is further particularly responsible for ensuring that the supplied Supporting Documents do not violate

any industrial, intellectual or other rights of third parties, rights to protection against unfair competition, rules on regulation of advertising, rights to protection of confidential information and that the Supporting Documents can be used for the provision of services by the contractor.

8. The contractor shall not be held accountable for any consequences resulting from an infringement of copyright regulations or other regulations through the Supporting Documents supplied by the client. The client warrants to the contractor that any claims raised by authors of the Supporting Documents the client has submitted to the contractor have been or will be settled, and if any third-party claims are raised with regard to the contractor, the client undertakes to settle such claims using its own funds and provide the contractor with any cooperation required in defending its interests.
9. By accepting pre-print preparation from the contractor and approving it, the client assumes responsibility for the content and appearance of the pre-print production.
10. If the performance of the work is divided into several stages, and if the commencement of the next stage depends on the prior provision of cooperation, the client is obliged to provide such cooperation without undue delay, within no more than 5 days of the contractor's request. This shall not apply if the schedule or a specific contractual arrangement indicates otherwise.
11. If the client fails to meet the agreed deadline for submitting Supporting Documents or other agreed deadlines for necessary cooperation, the contractor's time limit for the performance of the work and services shall be extended by the period for which the client is in default.
12. If, due to insufficient cooperation, i.e. by late submission of the Supporting Documents, late correction, failure to provide other agreed and necessary cooperation, or failure to pay the agreed payments within the specified time limits, the client causes a postponement of the deadline for the performance of the order in the production programme of subcontractors, the contractor shall not be considered to be in default of its performance even for this period.
13. The contractor shall not be obliged to start or continue providing services if such a fact is dependent on the client's cooperation and the client fails to provide such cooperation even after being prompted by the contractor.
14. If the client does not fulfil the obligation to cooperate in accordance with this article of the GTC even after a prior request, the contractor shall also be entitled to withdraw from the contract. In the event of withdrawal, the contractual relationship shall be terminated, and the contractor shall be entitled to financial compensation in the amount determined according to the criteria in Article VI(5) of these GTC. In case of withdrawal from the contract, the contractor shall not be entitled to the Sketch Fee.

Client's Comments and Sketch Fees

15. A special case of assistance from the client is the moment when the contractor submits a prepared Graphic Design, Concept Design or other Design to the client and invites the client to express additional requirements, suggestions and preferences (hereinafter collectively also referred to as "comments"). As regards determining time limits for the provision of comments, the provisions of Article IV(10) of these GTC shall generally apply.
16. The contractor shall send the electronic form of the Graphic Design, Concept Design or other Design to the client by email in *.pdf, *.jpg or *.png format. The client is obliged to acquaint himself with the Graphic Design, Concept Design or other Design in detail and carefully. Based on an Imprimatur from the client, the contractor will create the work. The client must send the Imprimatur according to the previous sentence by email to the address from which it received the preview of the form of the work and must attach the preview of the form of the work which is the subject of consent to the email message, or he must deliver it in printed form (in person)

to the provider's premises. Such a printed preview of the form of the work must be accompanied by the written consent (signature) of the client.

17. The client's Imprimatur pursuant to Article IV(16) of these GTC establishes the form of the work with binding effect, and this approval supersedes any previous information or instructions of the client regarding the form of the work.
18. If the client disagrees with the form of the work contained in the preview, he must immediately send an email notifying the contractor of this fact to the address from which it received the preview of the form of the work, and he must provide specific instructions for modifying the preview.
19. The contractor shall be obliged to adapt the Graphic Design, Concept Design or other Design based on the client's comments, provided that such comments (or the status after their incorporation) are in accordance with law and these GTC.
20. The client may only provide comments that do not obviously go beyond the specifications of the ordered services. Comments only serve to modify the submitted proposals. If the client makes comments that do not comply with this provision, the incorporation of such comments shall not be part of the contract price, and the parties shall agree on the incorporation of such comments. In the absence of an agreement, the contractor shall be entitled to charge the client according to the price list of services which was communicated to the client before the conclusion of the contract, unless the client declares in advance that it is not interested in such a further performance.
21. Revisions to the Graphic Design, Concept Design or other Design will be sent back to the client after incorporating the comments. The client shall be obliged to respond to the revisions submitted in this way within the time limit according to Article IV(10) of these GTC. If the client makes no comments within this time limit, it shall be deemed that the client has accepted the submitted revisions and does not have, and does not require, further comments.
22. If the client does not select the submitted Graphic Design, Concept Design or other Design, or has additional designs created based on additional requests, the client shall pay a Sketch Fee for each such unused design in the amount set forth in the written contract. If the amount of the Sketch Fee is not expressly stipulated in the contract, it shall be determined according to the contractor's valid price list, which the client has demonstrably become familiar with. The client shall be deemed not to have approved a submitted Graphic Design, Concept Design or other design (or other submitted designs) if the client expressly declares so or if its actions indicate otherwise (fundamental disagreement with the design[s], selection of only one of several designs, leaving a design without any response, even after the contractor repeatedly prompts the client to respond, etc.). Unless otherwise agreed, payment of the Sketch Fee shall not grant the client a license to use an unused Graphic Design, Concept Design or other Design according to Article V of these GTC. Such a license may be obtained by special agreement between the parties.

Liability for Defects

23. A service is defective if it has not been provided in accordance with the contract and/or any additional requirements specified by the client and confirmed by the contractor.
24. The contractor's liability for defects shall be governed by the provisions of Section 2615 et seq. of the Civil Code, in conjunction with the provisions of Sections 2099 to 2112 of the Civil Code. The client is obliged to make a claim for any defects in the services in writing without undue delay immediately after discovering the defects. The client must make any claims for defects in writing.
25. When making claims for defects, the client must indicate and/or attach
 - a. the reason for the claim
 - b. the time and manner by which the defect was discovered
 - c. a description of the defect and the frequency of its occurrence

d. a suggested remedy.

26. If the contractor acknowledges a notified defect in the service rendered, the contractor shall, at the client's discretion, either provide the client with a reasonable discount on the price of the service, excluding VAT, equivalent to the nature and magnitude of the defect or, if the client so requests, the contractor shall supply a rectified service or work instead of a discount.
27. The contractor shall be liable for any damage caused by defects up to the price of the job, excluding VAT.
28. The contractor shall not be liable for defects in the service caused by
 - a. using items or required parameters or components supplied by the client for the provision of services, including for the production of printed materials, where the contractor could not have discovered that such items, parameters or components are unsuitable, even when exercising due diligence, or brings this fact to the client's attention and the client still insists on their use.
 - b. complying with unsuitable instructions provided by the client, if the contractor points out that such instructions are unsuitable and the client still insists on compliance with them, or if the contractor could not have discovered that they are unsuitable.
29. The contractor shall not be liable for legal defects in the services provided originating in the client's Supporting Documents, especially if the client breaches its obligation under Article IV(7) of these GTC.
30. The client shall be fully responsible for the accuracy and truthfulness of the Supporting Documents that it submits to the contractor in writing or verbally and which are to become part of the subject matter of the performance. The contractor shall not be liable for the content and truthfulness of statements or information provided to the contractor by the client which are part of the subject matter of the performance.
31. In accordance with Section 630(1) of the Civil Code, the parties agree that the time limit for the client to make claims for defects under the contract shall be one year from the time that the right could have been exercised for the first time.

Handover and Takeover of the Subject Matter of the Performance and the Client's Supporting Documents

32. The client undertakes to accept a flawless service or parts thereof from the contractor and to confirm their takeover in writing (by email) at the place and/or in the manner specified in the contract. The client is entitled to refuse to take over the subject matter of the performance or parts thereof only if it is manifestly contrary to the agreed terms and conditions. If the client does not take over a flawless service, even after being duly asked to do so, the service or the work created shall be deemed to have been handed over by the contractor at the moment when the contractor made such handover possible for the client for the first time.
33. If the client fails to take over a completed service and/or renders its takeover impossible, the contractor shall become entitled to payment for the service as soon as it offers handover to the client.
34. Services provided that are defective shall be deemed to have been handed and taken over when the parties have concluded a certificate of handover to that effect. Liability for defects shall not be affected.
35. Services provided that are defective shall also be deemed to have been taken over if, even if duly asked for confirmation by the contractor, the client leaves the contractor's request unanswered for at least twenty-four hours with effect from the date of delivery of the request to the client. Liability for defects shall not be affected.
36. The contractor shall be entitled to withhold the Supporting Documents delivered by the client until full payment of the price for the performance.

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37. The services shall be deemed to be complete at the moment the contractor presents them to the client within the meaning of Section 2605(1) of the Civil Code or at the moment the client fails to provide necessary cooperation at the contractor's request to enable the work created by the ordered services to be presented to the client on the given date.

V. Licensing Arrangements

1. The contractor declares that the authors of Copyrighted Works that form part of the work created during the services have granted it an exclusive and unrestricted license to use these Copyrighted Works to at least the same extent as the license granted to the client pursuant to the following paragraphs. At the same time, the contractor declares that it has been authorised by the authors of all Copyrighted Works to grant a sub-license to third parties to at least the same extent as the license granted to the client pursuant to the following paragraphs.
2. The contractor hereby grants the client an exclusive license (and sub-license) to use Copyrighted Works in the ways set out below. All rights granted under the license are exclusive and in unlimited for the entire world and for the entire duration of the authors' proprietary rights to the individual Copyrighted Works. However, the contractor shall be entitled to use the Copyrighted Works within and beyond the scope of the subject matter of the performance, but only for the purpose of presenting the results of his own work.
3. The license granted under the provisions of this Article shall entitle the client to use all the Copyrighted Works in all known and legally applicable ways as defined in the Copyright Act, for example, by reproduction in print, electronic, photographic, audiovisual or audio form on any type of data carrier or through any media, distribution of any number of copies and originals, rental, leasing, exhibiting, and communication to the public, including posting on the internet, etc.
4. The client shall be entitled to transfer the individual rights comprising the contents of the license individually or collectively to third parties by granting sub-licences. This shall not be possible until the license fee has been paid to the contractor in full and in due course.
5. The contractor shall grant the purchaser a license pursuant to the preceding paragraphs on the date of complete and proper delivery of the subject matter of the performance. If the contractor is not paid the price for the provision of the services in a due and timely manner after the handover of the subject matter of the performance, this shall be considered to be a condition precedent to the provision of the license, and the client shall lose the rights acquired under this article at the end of the last day of the time limit within which the contractual price should have been paid. If the contractual relationship is not terminated (by agreement or withdrawal) as a result of non-payment of the contractual price, the client shall regain the license to use the Copyrighted Works in the scope of this article of these GTC after paying the contractual price to the contractor and paying any other receivables (interest, contractual penalties, etc.).
6. The license fee under this article of these GTC shall be included in the price for the provision of the Services.

VI. Price and Invoicing

1. The price for the provision of services shall be determined on the basis of an agreement between the parties expressed in a written contract, and in the absence of such an express agreement, the price shall be deemed to have been determined in accordance with the price list of the contractor's services valid on the date of conclusion of the contract.

The prices shall be exclusive of VAT, which shall be charged at the percentage rate applicable to the individual types of ordered work and services.
2. The contractor is entitled to exceed the price set on the basis of the preliminary budget by a maximum of 15% without further consent

from the client.

3. The contractor shall be entitled to payment of the price for services at the moment of handover of the final work, or at the moment the work is deemed to have been handed over under Article IV(32) of these GTC.
4. If the client does not choose a Graphic Design, Concept Design or other Design submitted by the contractor, or has other designs created or redesigned, the client shall be obliged to pay the Sketch Fee instead of the agreed price. If the amount of the Sketch Fee is not stipulated in the contract, the price of a Sketch Fee according to the contractor's price list valid on the day of conclusion of the contract shall be decisive. The client confirms that he has been familiarised with the contractor's valid price list before concluding the contract.
5. If the contract is terminated by withdrawal (if the conditions for this are met), the contractor shall be entitled to financial compensation in the amount corresponding to the proven costs incurred and the multiple of the hours actually worked and the hourly rate as stated in the contractor's price list of services valid on the date of conclusion of the contract, unless the parties agree otherwise.

VII. Terms of Payment

1. The client shall pay the price for the services based on an invoice issued by the contractor. The contractor shall issue an invoice for the total price of the performance including VAT after becoming entitled to payment of the contract price according to Article IV of these GTC. In cases where the client has paid the contractor a deposit, the contractor shall indicate this in the invoice and the client shall pay the remainder of the price.
2. The client shall be required to pay the invoice by the due date, which shall always be 14 days from the invoice issue date, and all payments must be properly identified.
3. The invoice shall be payable by a bank transfer order or another agreed payment method specified in the concluded contract. If paid by bank order, the date of payment of the invoice shall be the date on which the relevant amount is credited to the contractor's account.
4. In cases where the contractor agrees on a payment schedule, i.e. the provision of reasonable advances for services, the client undertakes to pay these advances at the agreed dates and in the agreed amount. If no payment schedule is agreed upon, the contractor shall be entitled to request that the client pay reasonable advances in the following manner: 40% upon commencement of work and 40% upon approval of the Graphic Design, Concept Design or other Design.
5. If the contractor requires payment of an advance, the advance shall be due within 10 days, unless otherwise agreed. The contractor shall not be obliged to start or continue providing the ordered services until such advances have been paid in full. The contractor shall be entitled to proceed in a similar manner in cases where a payment schedule has been agreed between the parties and the client is in arrears with payment of the agreed advances.
6. In the event of a default of payment, the client shall be obliged to pay the contractor a contractual penalty at the rate of 0.1% of the amount due for each day of the delay.
7. In the event of a default of payment, payments made, regardless of the way they are labelled by the client, shall first be set off against the default interest, contractual penalties and cancellation fees and only subsequently against the remainder of the payment in the order corresponding to the due dates thereof.
8. If the client is in default of payment of invoices for advance, partial or full payments, or if the client is delayed in making such payments or any other payments for a period of more than 30 days from their due date, the contractor shall be entitled to:
 - a. withdraw from the contract with the effects of withdrawal occurring as of the date of the withdrawal. In the case of contracts entered into for a longer period of time, all pending

partial contracts entered into as part of a contract for a longer period of time shall be terminated as of the date of withdrawal; and/or

- b. terminate the contract by submitting notice; and/or
- c. require the client to provide a security for its present and future receivables; decisions about the suitability and/or adequacy of such measures shall be made at the contractor's discretion; and/or
- d. suspend the provision of services to the client until full payment of owed receivables, including those resulting from contracts which have not yet been performed, without such suspension being regarded as a breach of contract by the contractor. All time limits specified in contracts which have not yet been performed shall be extended by the period for which the client is in default of payment.

9. The contractor is entitled to empower a third party to recover receivables owed by the client and to assign receivables to a third party.

VIII. Other Arrangements between the Parties

1. The parties have agreed that the following cases shall constitute a substantial breach of obligations within the meaning of Section 2002 of the Civil Code:
 - a. the contractor is delayed with a performance for more than 7 days,
 - b. the client is in default of payment of the agreed amounts for more than 7 days, or the client has not provided the agreed cooperation despite being prompted by the contractor for more than 7 days.

In such cases, the other party shall be entitled to withdraw from the concluded business contract. This shall be without prejudice to the possibility of withdrawing from the contract in other cases provided for in these GTC.

2. Written notice of withdrawal shall be delivered to the other party. Withdrawal shall take effect on the date of delivery of the written notice.
3. If, after the conclusion of the contract, a legal decision or measure of the state or local government authorities orders the production or distribution of the publication ordered by the customer to be stopped, the contractor shall be obliged to stop all work without undue delay. Upon such a decision or measure, all time limits for the contractor to fulfil the subject matter of the performance shall cease to run. Upon the revocation of such a decision or measure, the parties undertake to perform their obligations under the contract anew.
4. If the measures referred to in paragraph 3) last longer than two months, either party may terminate the contract. In such a case, the parties shall be obliged to agree on the necessary cooperation for the termination of their cooperation and to make a financial and property settlement. The party which causes the state or local government authority to issue the relevant decision or measure shall be obliged to reimburse the other party for the necessary costs incurred in connection with this fact.
5. The parties hereby rule out the application of the following provisions of the Civil Code: Section 2593 (as regards the right to withdraw from the contract), Sections 2620 to 2622, and other provisions if they are incompatible with the wording of the GTC or the contract due to a contradiction or the complexity of the GTC or the contract.
6. The client may not contact a specific employee or external collaborator providing the requested service about business matters without the express written consent of the contractor.
7. If the client contacts a specific employee or external collaborator with the contractor's consent, the client must not negotiate matters relating to financial and commercial terms and conditions of the services with them, and he must promptly notify the contractor of any new arrangements.

8. The client may not, without the express written consent of the contractor, enter into any commercial or similar legal relationship with an employee or external collaborator providing services on behalf of the contractor with whom the client comes into contact in connection with the performance of the contract (or, as the case may be, in connection with any other business relationship between the client and the contractor), to make service requests with that person or to take advantage of his/her offers including DTP, graphic and other similar services; all this shall apply for the duration of the contract concluded with the contractor and for a period of 12 months from the termination thereof.
9. If the client breaches any of its obligations defined under paragraphs 9) – 11) of this article, he shall pay the contractor a contractual penalty of CZK 100,000 for every such instance of a breach of its obligations. Contractual penalties charged by the contractor to the client shall be payable within 15 days after the client receives the bill, it being understood that penalties paid shall not count towards compensation for any incurred damage.

IX. Alternative Consumer Dispute Resolution

1. Clients are consumers provided that they enter into an agreement with the contractor as individuals who are not acting within the scope of commercial activities or exercising their profession independently (hereinafter referred to as "consumers").
2. If a consumer dispute occurs between the contractor and the consumer, the consumer has the right to apply an alternative dispute resolution mechanism. The competent body for alternative consumer dispute resolution ensuing from the contract is the Czech Trade Inspection Authority. For all details on alternative consumer dispute resolution, see the website of the Czech Trade Inspection Authority – www.cti.cz.

X. Confidentiality Clause

1. The contractor's obligation defined below in this article shall be applicable if no other special confidentiality agreement is entered into between the contractor and the client, regardless of the title of such an agreement.
2. The contractor is obliged to maintain the strictest confidentiality of any and all information concerning:
 - a. the client that the contractor learns of during the performance of its activities for the client;
 - b. the client's customers and partners that the contractor learns of during the performance of its services;
 - c. the content of input materials, if they are provided by the client for the purposes of providing the service (instruction).
3. The commitment to maintain confidentiality does not apply to data that demonstrably has one of the following properties:
 - a. it was publicly known or publicly accessible before being made available to the contractor;
 - b. the information must be provided to a third party due to an obligation ensuing from applicable legislation, and/or its disclosure is ordered by a decision and/or a measure of a public authority with which the contractor is obliged to comply.

XI. Personal Data Processing and Business Correspondence

1. The contractor collects data and maintains an updated database on its customers, including the client, that contains personal data (including dates of birth and birth certificate numbers, where applicable), identification and operating data. The contractor may process such data either manually or by automated means, directly or through third parties, and use such data in compliance with applicable law for the purposes specified and/or permitted by law, for the purposes of performing a contract, the protection of its interests and other purposes as agreed.
2. By placing an order and/or entering into a contract, the client acknowledges that the contractor will process its personal

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data in compliance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and in compliance with Act No. 110/2019 Coll., on personal data processing. The contractor will only process the client's personal data obtained in connection with the contract and its performance, to the extent that they are included in the contract and/or in materials intended for the provision of the service and/or that the client subsequently provides them to the contractor during the performance of the contract.

3. The contractor will always use such data for its legitimate interests and for the purpose of performing the contract.
4. By placing an order and/or entering into a contract, the client acknowledges that the contractor may, to a reasonable extent, send commercial communications and inform the client about products offered by the contractor and by its affiliated and collaborating companies, offer such products to the client and, where appropriate, survey the client's satisfaction with existing products.
5. The client acknowledges that he may opt out of such commercial communications at any time and that he is aware of his rights, primarily:
 - a. the right of access to all of his personal data processed by the contractor,
 - b. the right to request rectification, erasure or restriction of processing of personal data,
 - c. the right to object to processing of personal data,
 - d. the right to lodge a complaint with the national supervisory authority, which is the Office for Personal Data Protection.
6. By placing an order and/or entering into a contract, the client acknowledges that he has familiarised himself with the contractor's Personal Data Processing Rules as included in the Information Memorandum available on the contractor's website.
7. The client acknowledges that if he has any questions concerning the contractor's processing of personal data, he may contact the contractor at gdpr@skrivanek.cz.

upon in the contract; if there is a conflict between the contract and the GTC, the contract shall prevail.

2. Unless the contract and these GTC stipulate otherwise, contractual relations with the client shall be governed by Act No. 89/2012 Coll., the Civil Code, and other applicable legal regulations, and further, regardless of whether they are attached to the text of the contract, by these GTC and the contractor's price lists.
3. By concluding the contract or sending an order, the client confirms that it has read these GTC in the current version, as well as other documents indicated in these GTC and consents to them.
4. Should any of the provisions hereof become invalid or unenforceable, this shall not affect the validity or enforceability of the other provisions hereof.
5. The contractor may amend or supplement the wording of the present GTC. This provision shall be without prejudice to any rights and obligations ensuing from the previous version of the GTC during the effective period thereof. The current version of the GTC, as in force and effect, applicable to the client is accessible on the contractor's website. Any amendments or additions to the present GTC shall take effect on the date of issue of the current GTC and on the date of publication thereof on the contractor's website.
6. If the price list or the GTC are amended, the contractor shall be obliged to notify the client in an appropriate manner before the new version becomes effective. An appropriate manner shall be deemed to include in particular:
 - a. publication on the contractor's website www.skrivanekdtp.com;
 - b. notification of their publication sent to the client's email address;
 - c. delivery of the updated version to the client's email address;
 - d. delivery of the updated version in printed form to the client's correspondence address;
 - e. and the contractor shall be entitled to choose the manner of notification.

7. These GTC enter into effect on 12 June 2023

XII. Termination of the Contract

1. The contract may be terminated in the manners permitted by applicable legislation and/or in the manners defined in the Contract and/or these GTC.
2. Either party is entitled to terminate the contract in writing without giving a reason. The notice period for termination shall be 3 (three) months and shall begin to run on the first day of the month following the month in which notice is delivered to the other party. The parties may shorten the notice period if they agree to do so in writing. Even after the end of the notice period, the contractor shall be obliged to complete all work in progress under the conditions agreed in the contract and the client shall be obliged to take over and pay for them.
3. The contract may be terminated:
 - a. by the contractor in writing if, after entering into the contract, the contractor encounters irremovable obstacles preventing the fulfilment of the service,
 - b. by written notice submitted by the client, whereby the client, in justified cases, will withdraw from the contract (i.e. "cancel the job") and, as a means of compensation for withdrawal, the client shall pay the contractor:
 - 20% if the contractor has not started providing the services, but only up to a maximum sum of CZK 1,500
 - 20% plus the price for services actually provided if the contractor has already started providing the services.

XIII. Final Provisions

1. These GTC form an integral part of the contract between the contractor and the client, even if the contract does not expressly refer to them, except for exclusion of the GTC expressly agreed

Anna Julie Skřivánková, Managing Director

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