

General Terms and Conditions of the Public Health Institute in Ostrava

General Provisions

- 1.1 These General Terms and Conditions (hereinafter referred to as “GTC”) contain general provisions on the procedure for concluding contracts (hereinafter referred to as “Pre-Contractual Arrangements”) and define the content of contractual relations in the provision of laboratory measurements, analyses, opinions and expertise (hereinafter referred to as “Work”) by the Public Health Institute in Ostrava as the Contractor, of the one part, for a customer as the Client, of the other part (hereinafter referred to as “Contract for Work” or “Contract”), and set out in detail the rights and obligations of the contracting parties within the framework of their cooperation.
- 1.2 These GTC shall apply to contractual relations if the relevant offer from the Contractor, order, or Contract for Work refers hereto or if it is clear from the negotiations between the parties that the parties wish to be bound by these GTC.
- 1.3 The GTC shall become part of the Pre-Contractual Arrangements at the moment when the Contractor and the Client enter into such negotiations, and part of contracts at the moment when the relevant contract is entered into.
- 1.4 The contractual relationship between the Client and the Contractor, as defined in Article 1.1 hereof, shall be governed by Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as “Civil Code”).
- 1.5 An offer for a Contract may be in the form of:
 - a) a Contractor's offer which has been delivered to the Client and includes the GTC or refers to the GTC, the text of the GTC being publicly available to the Client on the Contractor's website www.zuova.cz;
 - b) a Client's offer (order) delivered to the Contractor and clearly showing that the Client wishes to be bound by the GTC;
 - c) a draft Contract for Work.The offer shall be in writing (including by the use of electronic means) and delivered to the other party.
- 1.6 The contractual relationship (Contract for Work) is established:
 - a) when the Client confirms (accepts) the Contractor's offer without any objection and in writing or electronically, or when the Contractor accepts the Client's offer/order without any objection and in writing or electronically,
 - b) when the Contractor starts executing the Work on the basis of the offer/order delivered by the Client, or when a sample is delivered to the Contractor. The Client thereby agrees to be bound by the GTC;
 - c) when the written Contract for Work is signed, the signatures being either handwritten or, in case of signing the Contract by electronic means, in accordance with the procedure pursuant to Act No. 297/2016 Sb., on trust services for electronic transactions, and pursuant to Regulation (EU) No. 910/2014 of the European Parliament and of the Council.Any late acceptance shall have the effects of a timely acceptance if the offeror at least verbally notifies the other contracting party of such acceptance without delay and confirms that it considers the acceptance to be timely or starts acting in accordance with the offer.
- 1.7 No contractual relationship is established unless the offer is accepted without any objection. Where the offeror attaches its counterproposals or amendments to the offer or draft Contract, the contractual relationship is not established until such proposals are confirmed by the addressee of the offer, even where such an amendment, objection or other change does not substantially alter the terms of the offer.
- 1.8 If in an offer submitted or upon acceptance of an offer, the Client refers to its own terms and conditions which are in contradiction to these GTC, the Contract will still be formed but its contents will be determined to the extent to which both terms and conditions are not in contradiction. Mutually contradictory or non-specific provisions of the terms and conditions shall not apply. This applies even in cases where such procedure is excluded by the Client's terms and conditions. If the Client's terms and conditions include an arbitration clause, it shall not apply, and general courts of the Czech Republic shall have the subject-matter jurisdiction to hear any dispute arising from or in connection with the Contract. However, either of the contracting parties may inform the other in writing within 3 (three) calendar days of the offer acceptance date that it refuses the procedure under Article 1.8. In that case, no Contract is concluded.
- 1.9 If the offer for a Contract submitted to the Client is a standard form contract, the contracting parties hereby exclude the application of Section 1799 and Section 1800 of the Civil Code.

2. Execution of the Work

- 2.1 The Contractor shall execute the Work independently, properly and in accordance with all applicable legislation, accreditation and authorization certificates, technical and quality standards, the Contract and any document provided.
- 2.2 If any assistance by the Client is necessary in order to execute the Work (e.g. in the form of communicating a request to take a sample or to perform a measurement, delivering samples, presenting project documentation or decisions of administrative authorities, being present at the place of inspection, arranging access by persons and vehicles to the place where the Work is executed etc.) and the Client fails to provide the required assistance in time, the period of execution shall be extended by the Client's delay due to the late provision of the Client's assistance. In the absence of the assistance, the Contractor reserves the right to withdraw from the Contract pursuant to Article 6.1 and require the Client to pay the price of the works performed for the Client as at the date of withdrawal, without prejudice to the Contractor's right to claim damages.
- 2.3 Before commencing the Work, the Contractor shall, acting with due commercial care, determine whether there are any hidden obstacles impeding proper execution of the Work. The Contractor shall inform the Client about such obstacles, if any, in writing (including by electronic means) without undue delay and propose an alternative solution. In that case, the deadlines for execution of the Work will be extended by the time needed to remove the obstacles. If the hidden obstacles could not be identified before commencing the Work despite acting with due commercial

care and the Contractor notifies the Client of their existence without undue delay after identifying them, the period of execution of the Work shall be extended by the time between the date on which the Client is notified of the obstacles in writing and the date of removal of the obstacles.

- 2.4 If so requested, the Contractor shall inform the Client about the progress of the Work and its individual parts and, if there are any alternative options for execution of the Work, ask the Client for its conceptual approval of the method of execution.
- 2.5 The Contractor shall procure at its own expense all aids, tools and materials necessary for execution of the Work in accordance with the Contract, except the materials and samples provided by the Client for the purpose of laboratory testing.
- 2.6 The Contractor reserves the right to have the Work or its part executed by a fully qualified accredited subcontractor.
- 2.7 For the evaluation of the results of the Centre for Hygienic Laboratories by comparison with a specification or technical standard, measurement uncertainty is not included in the evaluation of any results that are the subject of the Work, except for physical factors and radiology. The specific decision rule for evaluation is always stated in the Report. The evaluation is carried out within the scope of the required Work and in accordance with the relevant specification or technical standard applicable to the Work, if available. If the Client does not require evaluation in the Report, they must express their disagreement in advance in writing (including via electronic means of communication).
- 2.8 No failure by the Contractor to observe the period of execution which the Contractor did not cause and could not foresee given its field of expertise, shall be considered as delay on the part of the Contractor. This applies in particular to any delay caused by any action of the Client or a third party, and any delay caused by a change to the extent of the Work (additional works) for any reason or for reasons of force majeure.
- 2.9 The Contractor is not in delay in the execution of the Work and is not liable for any damage if it is prevented, temporarily or permanently, from fulfilling its obligations under the Contract by an extraordinary unforeseeable and insuperable obstacle beyond its control (the so-called events of “force majeure”). For the purposes of the contractual relations in question, force majeure events shall include for example natural disasters, epidemics or consequences of emergency government measures issued in connection with epidemics, adverse weather conditions making the execution of the Work impossible or substantially more difficult. If an event of force majeure occurs, the contracting parties shall modify the contractual relationship appropriately to the particular circumstances of force majeure so that the purpose of the Contract can be reached. In the absence of agreement, the party relying on force majeure has the right to withdraw from the Contract.
- 2.10 The Client assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.
- 2.11 The Contractor reserves the right not to commence the Work if the Client is in arrears with any payment (debt), even on the basis of another contractual relationship established between the Contractor and the Client. For the duration of such delay on the part of the Client, the Contractor is not in delay in the execution of the Work and the agreed period of execution of the Work shall be reasonably extended by at least the time corresponding to the duration of the above-mentioned delay of the Client.

3. Delivery of the Work

- 3.1 The Work is complete when a Record (or, where appropriate, a report, certificate, attestation etc.) is executed in writing to the extent required and of a quality corresponding to the quality system or according to the relevant harmonized standard specified in the Contract and relating to the relevant professional activity of the Contractor. The Work is complete even if it has defects that do not make it unfit for its intended use. After completion of the Work in accordance with the Contract, the Contractor shall deliver the Work to the Client. The Client must accept the completed Work.
- 3.2 Unless the Contract stipulates that the Work will be delivered at the place of execution, the Contractor may send the Work via a postal licence holder to the address of the registered office or place of business or to the address agreed in the Contract, or to deliver the Work via a data box. The Work may be also delivered by sending it as a cash on delivery item. Where the Client fails to collect the Work sent via a postal licence holder within the storage period and the Work is returned to the Client with a message that it was not collected, the Work shall be deemed to be delivered on the date of its return. If the Contract does not determine expressly the method of delivery of the Work, it is left to the discretion of the Contractor to decide on the method of delivery.
- 3.3 Should any reasonable doubts arise during the term of the Contract as to the Client's ability to pay the price of the Work, the Contractor may exercise a lien on the executed Work. In that event, the Contractor shall not deliver the completed Work and shall, without delay, notify the Client in writing of the exercise of the lien.

4. Price of the Work and Terms of Payment

- 4.1 The contracting parties may agree on the provision of an advance payment amounting up to 100% of the price of the Work, or on the provision of earnest money.
- 4.2 The price of the Work may be agreed in the form of a fixed sum, estimate, agreement on a maximum financial limit or estimated amount, reference to the attached Agreement on Price (e.g. a “Quotation”) or statement of selected items of the Contractor's price list.
- 4.3 The Client shall pay the Contractor the price of the Work specified in the Contract. The price of the Work agreed in the form of a fixed sum includes all activities stipulated by the Contract and it shall not be changed and revised in any way other than by agreement between the contracting parties. Where a Quotation including unit calculation forms part of the Contract (or the basis for execution of the Work), the calculation shall be deemed to be a calculation the completeness

- of which is not guaranteed, save as otherwise provided in the Contract. The Contractor may request a price increase if any need for activities not included in the calculation arises during the execution of the Work. The Contractor shall inform the Client accordingly in writing (including by electronic means) without undue delay. The Client may, without undue delay, withdraw from the Contract if the Contractor requires an increase by more than 20% of the price as per the original calculation. If the Client fails to do so without undue delay of the receipt of the notification of a higher price, it shall be deemed to accept the price increase. Where the Client withdraws from the Contract, the contracting parties shall make a list of the works performed so far and settle those works. In that event, the Client shall pay the Contractor the part of the price corresponding to the scope of the partial execution of the Work according to the calculation.
- 4.4 If the price of the Work is agreed in the form of an estimate or by stating an estimated amount, it is an agreement between the Contracting Parties on fixing a price which depends on the type and the number of analyses, whether agreed in advance or unknown, arisen later in the course of execution of the Work. In the Contract, the Client may limit the number and the type of the required analyses by a financial amount, i.e. by an agreement on a maximum financial limit.
 - 4.5 Where the Contractor subsequently finds that the price determined by estimation or by stating an estimated amount will be exceeded by more than 20%, the Contractor shall notify the Client of the new price in writing (including by electronic means) without undue delay. If the Client does not agree, it may withdraw from the Contract. If it fails to do so without undue delay of the receipt of the notification of the higher price, it shall be deemed to accept the price increase.
 - 4.6 Value added tax shall be added to the price in accordance with the applicable legislation.
 - 4.7 The Contractor shall become entitled to payment of the price of the Work upon completion of the Work. The price of the Work shall be charged to the Client on the basis of an invoice in which any advance payments already made shall be taken into consideration.
 - 4.8 The tax document (invoice) must contain all information required by law and, unless a different due date is indicated in the Contract, is due within 21 days of its date of issue by bank transfer to the Contractor's bank account, or in cash.
 - 4.9 In the absence of a proof of receipt, the invoice shall be deemed to be received on the third day after its issue.
 - 4.10 In the case of a recurrent or continuing performance and in the situation where the Client is in delay in payment of an invoice(s), the Contractor is entitled to suspend performance of the subject matter of the Contract until the Client pays in full all received invoices which are overdue insofar as they concern the subject matter of the Contract. For that period, the Contractor is not in delay in the fulfilment of its obligation and is not liable to the Client for any loss (damage) incurred by the Client as a result of the suspended performance of the subject matter of the Contract.
 - 4.11 In the case of contracts concluded for a period longer than 12 months, the Contractor is entitled to unilaterally increase the price of the Work or a part thereof in connection with changes to legislation or the annual inflation rate expressed by the consumer price index published by the Czech Statistical Office in relation to the calendar year just ended. The Contractor may proceed with the price increase if the said index exceeds 5% year-on-year. The Contractor shall inform the Client of the increase in writing.
 - 4.12 The Client shall not unilaterally set off any claim arising from this Contract against the Contractor. The Client shall not assign any claim against the Contractor to a third party without the prior written consent of the Contractor.
 - 4.13 In the case of a recurrent or continuing performance, the provision of Section 1950 of the Civil Code shall not apply between the contracting parties.
 - 4.14 It is agreed that the limitation period for claims arisen between the contracting parties is extended from 3 (three) to 4 (four) years. This shall not apply to claims for damages.
 - 4.15 As for the use of acquittances, the contracting parties exclude the provision of Section 1952(2) and Section 1995(2) of the Civil Code.
 - 4.16 The Contractor may claim compensation from the Client for any damage incurred due to the Client's failure to pay a financial debt, even if the damage is covered by interest on late payment. The provision of Section 1971 of the Civil Code shall not apply in this case.
5. **Sanctions, Complaints, Liability for Defects**
 - 5.1 Where the Client is in delay in payment of the price of the Work, it shall pay the Contractor interest on late payment at the statutory rate.
 - 5.2 Upon acceptance of the completed Work or its part, the Client shall inspect it properly and check its parameters, quantity and quality of its execution. The Client must accept the completed Work (see Article 3.1), with or without objections. If there are any apparent defects (e.g. incorrect designation and identification of the Client, measuring points, sampling points, obvious errors in writing and calculation), the Client shall raise objections immediately upon acceptance of the Work at the Contractor's site or, where the Work has been sent to the Client, no later than within 3 calendar days of its delivery, failing which the Client cannot benefit from the right arising from liability for defects. The Contractor is liable for defects present in the Work at the time of its delivery. Where the Client later finds that defects other than apparent ones are present in the Work, it shall inform the Contractor without delay in writing. All objections raised must include exact specification of the defect and its extent. The Contractor shall consider the claim made on the basis of a defect of the Work and decide on the claim within 30 days of the receipt of the objections. The Client's claims arising from defects of the Work shall be considered as cases of a minor breach of the Contract unless the Client proves otherwise.
 - 5.3 The Contractor is entitled to payment of the price of the Work even where the Client has accepted the Work that is defective, provided that the claimed defect does not make the Work unfit for its intended use.
 6. **Termination of the Contract**
 - 6.1 The Contractor may withdraw from the Contract in case of a material breach of the contractual provisions by the Client. A material breach shall mean the Client's delay in the provision of necessary assistance or its failure to make the agreed advance payment for a period longer than 5 days of the receipt of a written notice from the Contractor specifying the breach of the obligation. The Contractor is further entitled to withdraw from the Contract if the Client is in liquidation or insolvency proceedings have been initiated against the Client.
 - 6.2 If the Contract is terminated early by withdrawal for reasons attributable to the Client, the Contractor is entitled to claim the price of the works performed for the Client, without prejudice to the Contractor's right to damages.
 - 6.3 Any withdrawal from the Contract shall take effect on the date of receipt of a written notice of withdrawal by the other contracting party. Upon withdrawal from the Contract, the Contract shall not be rescinded from the outset but only from the date on which the notice of withdrawal from the Contract is received by the other party. The provision of Section 2004(1) of the Civil Code shall not apply. In the absence of a proof of receipt, the notice of withdrawal shall be deemed to be received on the third day after being sent by post.
 - 6.4 Upon the withdrawal, the Contractor shall return all materials and documents to the Client without delay.
 - 6.5 The Contract may be terminated by written agreement between the contracting parties or unilaterally by a notice of termination given by either of the contracting parties with a three-month notice period commencing on the first day of the month following the receipt of the written notice of termination by the other contracting party. Where the Client fails to collect the notice sent via a postal licence holder and the notice is returned to the Client with a message that it was not collected, the notice shall be deemed to be received on the day of its return.
 - 6.6 If any provision hereof becomes invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions shall not be affected.
 7. **Protection of Information and Personal Data**
 - 7.1 In the context of performance of the Contract, the contracting parties may access information that
 - a) constitutes a trade secret of the Client or the Contractor and/or
 - b) constitutes personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, General Data Protection Regulation, or Act No. 110/2019 Sb., on the processing of personal data, as amended, or
 - c) is protected under Act No. 121/2000 Sb., the Copyright Act, as amended.
 - 7.2 The Client acknowledges that the Contractor considers unit prices of analyses, including their quantity, measuring/sampling points, sampling frequency, alphanumeric results of analyses, sampling/analysis strategies and sources for physical methods to be trade secrets as they are competitively significant, determinable and appraisable facts related to its activities that are not generally available in the business world. Analyses shall mean in particular measuring, laboratory testing and examining, assessing and evaluating as part of the Contractor's activities.
 - 7.3 The Contractor is authorized to process personal data which the Client has disclosed to the Contractor or which the Contractor knows about the Client, for the purpose of performing the Contract, complying with its other legal obligations or protecting its legitimate interests. The Contractor shall provide to the Client any legally required information on the processing of Client's personal data as well as the Client's rights relating to the processing of personal data, and the Contractor shall do so directly in the Contract, in a separate document or on the Contractor's website www.zuova.cz, in the section "O nás – Ochrana osobních údajů" / "About us – Personal Data Protection". By entering into the Contract, the Client confirms that it is familiar with such information and the Contractor has fulfilled the statutory information duty towards the Client.
 - 7.4 Either of the contracting parties is authorized to handle the information under Article 7.1(a) and (c) and Article 7.2 only in the context of fulfilment of its expressly stipulated contractual obligations. It is not entitled to disclose the information to any third party without the express prior written consent of the other contracting party or unless it is legally obliged to do so. The Client undertakes to compensate the Contractor or a third party for any damage caused by a breach of the obligation of confidentiality or any other obligation referred to in this Article.
 - 7.5 The Client further agrees and acknowledges that on the basis of Act No. 106/1999 Sb., on freedom of information, as amended, and Act No. 340/2015 Sb., on the Register of Contracts, as amended, the Contractor may be obliged to publish the Contract of Work in the Register of Contracts, or to disclose or provide all information about the Contract and the legal relationship established by the Contract which is not excluded from publication or disclosure by the above-stated acts or other legislation.
 8. **Miscellaneous Provisions**
 - 8.1 The Contract or these GTC may be altered, amended or cancelled only by written consecutively numbered contractual amendments that shall be identified as such and legally signed by both parties to the Contract. Such amendments shall be subject to the same contractual treatment as the Contract itself.
 - 8.2 The contracting parties shall deliver documents to each other to the addresses stated at the beginning of the Contract unless one contracting parties notifies the other in writing of a change of its delivery address.
 - 8.3 With respect to the delivery of documents by one contracting party to the other, the Client and the Contractor agree that any document sent by recorded delivery mail shall be considered to be delivered even if the addressee refuses to accept it or fails to collect it within the relevant storage period.
 - 8.4 These GTC shall govern legal relationships established as from the date on which these GTC come into force and effect.
 - 8.5 These GTC shall come into force and effect on 1 January 2023.