

General Terms and Conditions of the Institute of Public Health in Ostrava

1. General Provisions

- 1.1 These Terms and Conditions (hereinafter referred to as "TC") contain general provisions related to a procedure while concluding contracts (hereinafter referred to as pre-contractual provisions) and the contents of contractual relations concerning the contracts on making laboratory analyses and expert's opinions (hereinafter referred to as "Contract for Work"), and stipulate detailed regulation of rights and duties of contracting parties within their cooperation.
- 1.2 These TC shall be applied for regulation of contractual relations in case that a relevant Order or Contract for Work refer thereto, or if the will to abide by them follows from negotiations of the parties.
- 1.3 The contracting parties are: a customer as the Ordering Party on the first part and the Institute of Public Health in Ostrava as the Contractor on the other part. The TC become a part of the pre-contractual provisions by entering into negotiations between the Contractor and the Ordering Party and a part of contracts by their conclusion.
- 1.4 The contractual relation between the Ordering Party and the Contractor, as defined in the article 1.1 hereof, is governed by the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code").
- 1.5 Draft contract may be in the form of:
 - a) a Contractor's offer delivered to the Ordering Party, a part of which includes the TC, or the offer refers to the wording of the TC, whereas the text of the TC is public-available to the Ordering Party on the Contractor's website,
 - b) an Ordering Party offer (order) delivered to the Contractor, from which the Ordering Party's will to follow the TC is obvious,
 - c) a draft Contract for Work.The offer shall be written (also using electronic means) and delivered to the other party.
- 1.6 The contractual relation (Contract for Work) may be concluded:
 - a) by confirmation (acceptance) of the Contractor's offer by the Ordering Party, whereas confirmation by the Ordering Party is made in writing or electronically, without reservation, or by acceptance of the Ordering Party's offer/order by the Contractor, whereas confirmation by the Contractor is made in writing or electronically, without reservation,
 - b) by commencing implementation of the Work by the Contractor on the basis of the offer/order delivered by the ordering party, or by delivery of a sample to the Contractor. The Ordering Party thereby consents to observe the TC;
 - c) by signing the written Contract for Work either personally or in case of signing a contract using electronic means by the procedure pursuant to Act No. 297/2016 Coll., providing for trust services for electronic transactions and pursuant to Regulation of the European Parliament and Council (EU) No. 910/2014.Late receipt has effects of timely acceptance if the offeror at least verbally notifies the other contracting party of such acceptance without any delay, and confirms that the offeror considers the acceptance to be timely or starts conducting in accordance with the offer.
- 1.7 If the offer is not accepted without any reservations, the contractual relation is not established. In the event that the offeror attaches its counterproposals or annexes to the offer or a draft contract, the contractual relation is established at the moment of confirmation of the proposals by the addressee of the offer, even in the event of such an annex, reservation or other changes that do not change conditions of the offer materially.
- 1.8 If the Ordering Party refers to its terms and conditions in its offer submitted or at acceptance of the offer, which are in contradiction with these TC, the contract shall be concluded, however, with the contents intended to the extent to which both terms and conditions are not in contradiction. Mutually contradictory or indefinite provisions of the terms and conditions shall not be applied. It is applied even in the case that such a procedure is excluded by the Ordering Party's terms and conditions. If the Ordering Party's terms and conditions include an arbitration clause, it shall not be applied, and a general court of the Czech Republic shall be having subject-matter jurisdiction while dealing with any disputes. Either contracting party may inform in writing the other party within 3 (three) calendar days after acceptance of the offer that it refuses the procedure. In that event the contract is not concluded.
- 1.9 If a draft contract is submitted to the Ordering Party in an adhesion way (as a form), the contracting parties thereby exclude application of Section 1799 and Section 1800 of Civil Code.

2. Performance of Work

- 2.1 Performing Work the Contractor proceeds independently, properly and in accordance with all effective legal regulations, certificates on accreditation and authorization, technical and qualitative standards, contract and documents being presented.
- 2.2 If any cooperation of the Ordering Party with performance of Work is required (e.g. delivery of samples, submission of project documentation or decisions of administrative bodies, presence at the place of search, arrangement of entry to the place of implementation of Work etc.) and the Ordering Party fails to provide the cooperation in time, the period of execution is extended by the Ordering Party's delay due to late provision of its cooperation. Alternatively, the Contractor reserves the right to withdraw from the Contract pursuant to the article

- 6.1 and request the price for work performed for the Ordering Party as at the date of withdrawal, by which the Contractor's claim to damages is not affected.
- 2.3 Before commencing Work, the Contractor, exerting professional care, is obliged to find out whether there are no hidden obstacles impeding proper execution of Work. The Contractor is obliged to notify the Ordering Party without any delay of relevant existence of such obstacles and propose any alternative solution. In that event periods for execution of Work are extended. In case that any hidden obstacles could not be found out with professional care before commencing Work and after their finding the Contractor notifies the Ordering Party without any delay of their existence, the term of execution of Work is extended by the period from the Ordering Party's written notice of the obstacles until their removal.
- 2.4 The Contractor undertakes to notify the Ordering Party upon request of the state of execution of Work and its individual parts and, in case of occurrence of any alternative possibilities of execution of Work, to ask the Ordering Party for its conceptual approval of the method of execution.
- 2.5 The Contractor shall arrange, at its own expenses, all aids, tools and materials necessary for execution of Work in accordance with the contract, except the materials and samples provided by the Ordering Party for the purpose of laboratory research.
- 2.6 The Contractor reserves the right to implement Work or its part through a fully qualified accredited subcontractor.
- 2.7 Possible default of the period of execution by the Contractor, which the Contractor did not cause nor could presume, shall not be considered as delay on the part of the Contractor. It particularly refers to any delay caused by any action of the Ordering Party or third persons and further any delay caused by a change in the extent of Work (additional works) for any reason or force majeure.
- 2.8 The Contractor is not in delay with execution of Work and is not responsible for any damage in case that any extraordinary, unpredictable and insuperable obstacles incurred independently on its will (i.e. the cases of "force majeure") prevent the Contractor, temporarily or permanently, from performing the obligations under the contract. For the purposes of the contractual relations concerned, e.g. natural disasters, unfavourable climatic conditions making execution of Work impossible or more difficult are deemed to be the cases of force majeure. If a case of force majeure occurs, the contracting parties undertake to regulate the contractual relation reasonably to the particular circumstances so that the purpose of the contract could be reached. If the contracting parties fail to agree, the party claiming force majeure has the right to withdraw from the contract.
- 2.9 The Ordering Party takes over a risk of change in circumstances pursuant to the provision of Section 1765, Sub-section 2 of Civil Code.

3. Handover of Work

- 3.1 Work is finished by execution of a written Record (report, certificate, attestation etc.) in the extent required and quality corresponding to the quality system. Work is finished even in the case of existence of any defects that do not impede its serving for the purpose intended. After completion of Work according to the contract, the Contractor shall hand over Work to the Ordering Party. The Ordering Party is obliged to accept Work completed.
- 3.2 Work may be handed over: by delivering through a holder of a postal licence to the address of the registered office, place of business or to the address stated in the contract, further by electronic mail or personal delivery to the workplace of the Contractor against an authorized person's signature. If the Ordering Party has a data box arranged, they may ask the Contractor for delivery to such a data box. Work may be also sent cash on delivery. Unless otherwise stated in the Contract, the personal delivery is carried out at the Contractor's workplace. In case that the Ordering Party fails to withdraw Work sent through the holder of a postal licence, and it is returned to the Ordering Party with a notice on its return, Work is deemed to be delivered by the date of its return. If the contract does not determine expressly the method of handover of Work, the Contractor may decide on the method of delivery.
- 3.3 In case that any reasonable doubts about ability to pay the price for Work by the Ordering Party occur during the term of the contract, the Contractor can exercise a lien on execution of Work. In that event the Contractor shall not hand over the completed Work and, without any delay, shall notify in writing the Ordering Party of exercising the lien.

4. Price for Work and Terms of Payment

- 4.1 The contracting parties can agree on provision of an advance payment amounting up to 100% of the price for Work, or on provision of earnest money.
- 4.2 The price for Work may be agreed in the form of a fixed sum, estimation, agreement on maximum financial framework or expected amount, reference to the Agreement on Price ("quotation") attached or stating selected items of the Contractor's price list (accompanied by the inflation clause).
- 4.3 The Ordering Party shall pay the Contractor the price for Work specified in the contract. The price for Work agreed in the form of a fixed sum includes all activities stipulated by the contract and it shall not be changed and regulated in another way than by an agreement of the contracting parties. In case that price quotation with unit calculation forms a part of the contract (or the basis for execution of Work), unless otherwise stated by the contract, the calculation is deemed to be the calculation for which its completeness is not guaranteed. The Contractor may ask for an increase in the price if any need of activities not included in the calculation occurs while executing Work. The Ordering Party may, without any delay, withdraw from the contract if the Contractor requires

an increase by more than 20% in the price comparing the original calculation. In that event the Ordering Party is obliged to pay to the Contractor for the part of the price corresponding the extent of the partial execution of Work according to the calculation.

- 4.4 If the price is agreed by estimation or by stating expected amount, it refers to an agreement of the Contracting Parties on quotation, which depends on the kind and number of analyses, agreed in advance or unknown ones arisen later in the course of performance of Work. In the contract the number and kind of analyses required can be limited on the part of the Ordering Party by a financial amount, i.e. by agreement of maximum financial framework.
- 4.5 In case of additional Contractor's finding related to exceeding the price quoted by estimation or stating an expected amount by more than 20%, the Contractor is obliged to notify the Ordering Party in writing (also using electronic means) of the newly set price without any delay. If the Ordering Party fails to agree, it can withdraw from the contract. If it fails to do that without any delay after delivery of the notice on the higher price, it is applied that it agrees with the increase in the price.
- 4.6 Value added tax shall be charged to the price according to the applicable legal regulation.
- 4.7 The Contractor's claim to payment of the price for Work arises by its completion. The price for Work shall be charged to the Ordering Party on the basis of an invoice, in which relevant advance payments having already paid shall be taken into consideration.
- 4.8 The tax document (invoice) must include all requirements stipulated by legal regulations and it is due within 21 days after its issue, unless another due date is stated in the contract, by electronic transfer to the Contractor's bank account stated in the heading of the contract, or in cash.
- 4.9 In case of absence of a proof of delivery, the invoice is deemed to be delivered on the third day after its issue.
- 4.10 In case of repeated or continuing performance and in the situation that the Ordering Party is in delay with payment of the invoice(s), the Contractor is entitled to suspend performance of the subject matter of the contract until the Ordering Party fully pays all delivered invoices, the due date of which has expired, if they refer to the subject matter of the contract. For that period of time the Contractor is not in delay with performance of its obligation.
- 4.11 In case of repeated or continuing performance, the provision of Section 1950 of Civil Code is not applied between the contracting parties.
- 4.12 The limitation period for receivables arisen between the contracting parties is extended from 3 (three) to 4 (four) years. It does not refer to the receivables by virtue of damages.
- 4.13 As to using acquittance, the contracting parties exclude the provision of Section 1952, Sub-section 2 and Section 1995, Sub-section 2 of Civil Code.
- 4.14 The Contractor has the right to indemnity towards the Ordering Party, arisen by failure to fulfil a pecuniary debt even in the case that it is covered by interest on late payment. The provision of Section 1971 of Civil Code is not applied in this case.

5. Sanctions, Complaints, Liability for Defects

- 5.1 In case of the Ordering Party's delay with payment of the price for Work, the Ordering Party is obliged to pay the Contractor interest on late payment in the statutory amount.
- 5.2 At acceptance of the completed Work or its part, the Ordering Party is obliged to inspect it properly and check all parameters, quantity and quality of the execution. The Ordering Party is obliged to accept the completed Work (see the article 3.1), with or without any reservations. Concerning any apparent defects (e.g. wrong marking and identification of the Ordering Party, measuring places, places of sampling, apparent mistakes in writing and counting), the Ordering Party is obliged to apply the reservations in writing (by registered post), immediately upon acceptance of Work at the Contractor's place, in case of delivery through a holder of the postal licence, not later than 3 calendar days after its delivery, otherwise the right arising from the liability for faulty performance cannot be conferred. The Contractor is responsible for defects of Work at the moment of its handover. In case that the Ordering Party finds later other than apparent defects of Work, the Ordering Party is obliged to inform the Contractor without any delay, in writing (by registered post). All applicable reservations must include exact specification of the defect and its extent. The Contractor shall consider the applied claim and make a decision concerning it within 30 days after receiving the reservations. The Ordering Party's claims regarding defects of Work are considered as the cases of immaterial breach of the contract unless proved the contrary by the Ordering Party.
- 5.3 The Contractor has the right to be paid for Work even in the case that the Ordering Party accepted Work that is defected, whereas the reproached defect does not form a barrier of Work capability to serve for its purpose.

6. Termination of the Contract

- 6.1 The Contractor may withdraw from the contract in cases of a material breach of contracting provisions on the part of the Ordering Party. Such a material breach is considered the Ordering Party's delay with provision of necessary cooperation or failure to provide the advance payments agreed for the period longer than 30 days after receiving a written notice of the Contractor on breach of the obligation. The Contractor is further entitled to withdraw from the contract provided that the Ordering Party is in liquidation or an effective decision on bankruptcy is issued on the part of the Ordering Party.
- 6.2 If the contract is terminated ahead of schedule by withdrawal for reasons the Ordering Party is responsible for, the Contractor is entitled to require the price for work performed for the Ordering Party, by which the claim to damages is not affected.

- 6.3 Withdrawal from the contract is effective as of the date of delivery of the written notice to the other contracting party to the future. The provision of Section 2004, Sub-section 1 of Civil Code is not applied. In case of absence of a proof of delivery, the withdrawal is deemed to be delivered on the third day after its delivery by mail.
- 6.4 The Contractor is obliged to return all materials and documents to the Ordering Party without any delay.
- 6.5 Validity of the contract concluded for an indefinite period of time can be terminated by a written agreement of the contracting parties or by unilateral withdrawal made by any contracting party in a three-month notice period commencing on the first day of the month following delivery of the written notice to the other contracting party. In case that the Ordering Party fails to withdraw the notice sent through a holder of the postal licence and it is returned with that note, the notice is deemed to be delivered.
- 6.6 Concerning the contract with recurring or continuous performance, concluded for a definite period of time, unless otherwise agreed therein, it is applied that the period of duration of the contract is extended by one calendar year provided that either of the contracting parties is not willing to express their will not to extend the contract within the period of at least one month before the day of termination of the contract.
- 6.7 If any provision hereof becomes invalid or unenforceable for any reason, validity or enforceability of the remaining provisions shall not be affected.

7. Information and Personal Data Protection

- 7.1 The Contracting Parties may, in connection with performance of the subject matter of the contract, come into contact with any information that
 - a) forms business secret of the Ordering Party or Contractor and/or
 - b) means personal data pursuant to Regulation of European Parliament and Council (EU) No. 2016/679, General Data Protection Regulation or an act providing for processing of personal data, or
 - c) represents the subject of protection pursuant to Act No. 121/2000 Co., Copyright Act.
- 7.2 The Ordering Party understands that the Contractor considers quotations, unit prices of analyses, including their quantity, place and numbers of samples to be business secret, as it refers to competitively important, definable, assessable and readily unavailable facts related to its activity in the business world. Analyses mean particularly measuring, laboratory testing, appraising and evaluating within the Contractor's activity.
- 7.3 The Contractor is entitled to process personal data provided by the Ordering Party or known to the Contractor about the Ordering Party for the purpose of performance of a contract or fulfilment of its other statutory duties or for protection of its legitimate interests. Based on the legal regulation, the Contractor shall provide the Ordering Party with any required information on processing of its personal data as well as its rights in the sphere of personal data processing, whereas the Contractor does it directly in a contract, separate document or the Contractor's Internet website www.zuova.cz, in the part "O nás – Ochrana osobních údajů" /"About us – Personal Data Protection. By conclusion of the contract, the Ordering Party confirms it is acquainted with such information and the Contractor has fulfilled the statutory duty towards the Ordering Party.
- 7.4 Either Contracting Party is entitled to treat the information under the clauses 7.1, letter a) and c) and 7.2 only in connection with performance of its expressly stipulated contractual liabilities. It is not entitled to release the information to any third person without an express prior written consent of the other Party or unless it is bound by any legal regulations. The Ordering Party undertakes to pay to the Contractor or a third party any damage caused by breach of rule of secrecy or other duty stated in this clause.
- 7.5 The Ordering Party further agrees and is acquainted with the fact that on the basis of Act No. 106/1999 Coll., providing for free access of information, as amended, and Act No. 340/2015 Coll., providing for register of contracts, the Contract may be obliged to enter the Contract of Work into the register of contracts or release, make available or provide any information concerning the contract, which is not excluded from releasing or publishing by the above-stated acts or other legal regulations.

8 Other Provisions

- 8.1 The Contract and these TC can be altered, amended or cancelled only by written, continuously numbered amendments thereto, that shall be determined and lawfully signed by both participants in the contract. Such amendments are subject to the same contractual regime as the Contract.
- 8.2 The contracting parties shall deliver written documents to addresses stated in the heading of the contract unless they are notified of a change in the delivery addresses.
- 8.3 For delivery of written documents by any contracting party to the other party, the Ordering Party and Contractor agreed that the consignment sent by registered mail is considered to be delivered also in the case that the addressee refuses to receive the consignment or fails to withdraw it within the relevant period.
- 8.4 These TC come into force and effect as of 1 September 2019 and fully substitute the General Terms and Conditions from 9 December 2016.

Ostrava, dated 1 August 2019

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