# Contract for Services. Rootling website.

Number EN05092023

#### CONTRACTOR

Name: WWW Stuudio OÜ Registry code: 14560547

Registered office: Volta 1, Tallinn, Estonia

Representative: Ranno Ait

and

#### **CUSTOMER**

Name: Etnologický ústav AV ČR, v. v. i.

Registry code: CIN 68378076, VAT number CZ68378076

Registered office: Na Florenci 3, 110 00, Praha 1, Czech Republic

Representative: PhDr. Jiří Woitsch, Ph.D.

(hereinafter called as the "Parties" or a "Party", as the context may require).

The Parties have hereby concluded the present contract (hereinafter called "the Contract") in the

following:

# 1. Object of the Contract

With the Contract the Contractor undertakes to manufacture The BOAR project website pursuant to the site structure in Annex 1 of the Contract (hereinafter also referred to as "the Work").

# 2. Payment

- 1. The Customer will pay a total fee of EUR 10,400 for the Work.
- 2. The Customer will pay 1/3 (one third) of the total fee, before the Contractor starts work; 1/3 after the Contractor has delivered the web design; 1/3 after the Work has been accepted.
- 3. The payment for the Work shall be made on the basis of invoices. The Contractor shall present an invoice to the Customer in 14 days after the Work has been accepted by the Customer or the Work has been forwarded to third persons for processing. The Customer shall pay the invoice no later than 14 days after the receipt of the invoice via a bank transfer to the bank account of the Contractor. The bank requisites of the Contractor shall be presented on the invoice.
- 4. In case of delayed payment of the invoice the Customer is obliged to pay an interest in the sum of 0,1% of the total amount of the invoice per day.

# 3. Obligations and liability of the Parties

### **Obligations of the Contractor**

1. The Contractor undertakes to perform the Work as agreed in the Contract and shall arrange the necessary workforce and work equipment.

- 2. The Contractor undertakes to perform the Work pursuant to the Contract, applicable legal acts and other relevant documents.
- 3. The Contractor obliges to notify the Customer as soon as possible of all circumstances that may affect the fulfilment of the Contractor's obligations under this Contract and with regard to which the Customer has an identifiable essential interest.

#### **Obligations of the Customer**

- 1. The Customer is obliged to pay for the Work as agreed in Articles 2.1, 2.2 and 2.3 of the Contract.
- 2. The Customer obliges to give the Contractor the necessary guidance and materials which is needed for completion of the Work as soon as possible.
- 3. The Customer obliges to accept the Work from the Contractor in the time agreed upon by the Parties.
- 4. The Customer obliges to notify the Contractor as soon as possible of all circumstances that may affect the fulfilment of the Customer's obligations under this Contract and with regard to which the Contractor has an identifiable essential interest.

### 4. Validity and amendments to the Contract

- 1. The Contract shall be in force after both Parties have duly signed the Contract.
- 2. The Contract shall be amended on the agreement of both Parties and shall be made in writing.

#### 5. Termination of the contract

- 1. Parties may cancel the Contract after notifying the other Party of such intent at least 1 month in advance in a format which can be reproduced in writing.
- 2. In case the Party has fundamentally breached the Contract and the other Party wishes to cancel the Contract, the Party cancelling the contract has to notify the other Party of such intent in a format which can be reproduced in writing.
- 3. In case of an extraordinary cancellation of the Contract by the Customer, the Customer has to pay for the work that the Contractor has done until the cancellation.

# 6. Force Majeure

- 1. A Party is not liable for failure to perform any of his obligations in so far as he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract and that he could not reasonably have avoided or overcome it or its effects (Force Majeure).
- 2. Parties are obliged to take all possible precautions to prevent damage to the other Party and to ensure the fulfilment of obligations under the Contract in the maximum possible capacity. A Party cannot rely on Force Majeure circumstances if it has not informed the other Party of such circumstances as soon as possible but no later than 1 month after it has occurred.
- 3. Force Majeure circumstances must be supported by evidence by the Party who wishes to rely on Force Majeure circumstances to be released from liability for the infringement of its obligations as foreseen by the relevant laws or this Contract.

- 4. The changes in the economic situation of the Party, bad atmospheric conditions, rise in prices, holidays, bankruptcy or bankruptcy caution shall not be considered Force Majeure circumstances under this Contract.
- 5. In case of Force Majeure circumstances the Parties shall agree on new deadlines for the completion of Work. In case Force Majeure circumstances have lasted for more than 2 months, the Parties have a right to terminate the Contract.

# 7. Applicable law and jurisdiction

- 1. Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself shall be governed by the laws of Estonia.
- 2. Any dispute, controversy or claim arising out of or relating to the Contract shall be resolved through negotiations. If the Parties fail to resolve disputes through negotiations, then all disputes resulting from the Contract are settled in Tallinn Courthouse.

### 8. Warranty

The Contractor gives a six month warranty to the Work. Warranty starts after the launch of the website. Between the six months all errors are removed for free.

# 9. Final provisions

- 1. The Contract is concluded and signed digitally.
- 2. With the signing of the Contract all previous declarations of intent that have been made by the Parties in the course of pre-contractual negotiations are deemed void.
- 3. The Contract consists of this Contract and the annexes to the Contract which shall be agreed upon in the signing of the Contract or afterwards. The annexes of the Contract embody an inseparable part of the Contract. At the time of signing of the Contract the following annexes shall be a part of the Contract:
  - 1. Annex 1: Site Structure
  - 2. Annex 2: Timeframe
  - 3. Annex 3: Browser support
  - 4. Annex 4: Search engine optimisation
- 4. In case of questions arising from the Contract, the Parties shall turn to the following contact persons appointed by the Parties:

Contractor: Ranno Ait, ranno@wwwstuudio.ee, Tel: (+372) 52 92 216 Customer: Jiří Woitsch, jiri.woitsch@post.cz, Tel: +(420) 222 828 504

Contractor signed digitally

Customer signed digitally

Lough !

### Annex 1

#### Site Structure

- 1. Landing page
- 2. Map
  - 1. Single Item
- 3. Tag navigation
  - 1. Tag Archive
- 4. Contact
- 5. Legal
  - 1. Privacy Policy
  - 2. Terms & Conditions
- 6. 404 page

### Annex 2

### **Timeframe**

October — Research + Visual identity November — Website design November — December — Website development January 2024— Launch

# **Annex 3**

# Browser support

The website will be developed functional for these browsers:

- Edge 87+
- Firefox 89+
- Chrome 88+
- Safari 15+
- iOS Safari 15+
- Chrome for Android 100+

We won't test in other older browsers unless we agree separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

# Annex 4

# Search engine optimisation

We will add the list of fields for optimising the site for search engines:

Page Title
Page Description
Page Featured Image
OG Tags for Facebook and Twitter
Website Sitemap



Title 19-09-23-rootling-website--contract-signed(signed)

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