

TERMS AND CONDITIONS

pursuant to the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "**T&C**")

1. Basic provisions

- 1.1 For the purposes of these T&C:
- a) **the Customer** means the University of West Bohemia (hereinafter referred to as "**UWB**");
 - b) **the Supplier** means the Party supplying goods or providing services to UWB;
 - c) **the Order** means the legal title establishing a binding legal relationship between the Parties;
 - d) **the Subject of Performance** means the supply of goods or provision of services.
- 1.2 These T&C apply to relationships between UWB and Suppliers arising from Orders for the Subject of Performance. The provisions of the T&C form an integral part of each Order on which a contractual relationship is based, unless otherwise agreed by the Parties. If there is a discrepancy between the Order and the T&C, the wording of the Order shall take precedence..

2. Subject of Performance

- 2.1 The Supplier undertakes to deliver/provide the Subject of Performance to the Customer and the Customer undertakes to accept the duly delivered/provided Subject of Performance and pay the agreed price for it.
- 2.2 The description of the Subject of Performance and the time and place of performance shall be specified in the relevant Order or any other annex forming an integral part of the Order.
- 2.3 The Subject of Performance shall be new, fully functional and complete, i.e., the Subject of Performance shall be ready for immediate full use for the purpose specified in the Order (or for its usual purpose), without the need to procure additional components, parts or accessories, even if such components, parts or accessories are not expressly described in the Order or any annexes thereto.
- 2.4 The Customer shall not be obligated to accept any Subject of Performance that shows any defects or deficiencies (incl. the absence or deficiency of documents necessary for the use of the Subject of Performance).

3. Time Limit, Place and Method of Performance; Handover Protocol

- 3.1 The Supplier is obligated to deliver/provide the Subject of Performance (or a separate subpart thereof) to the Customer within the time limit specified in the Order (or any annex thereto). The time limit for performance shall commence upon receipt of the Order by the Supplier, or upon its publication in the Register of Contracts (if the Order is subject to the obligation of publication pursuant to Act No. 340/2015 Coll.).
- 3.2 Together with the Subject of Performance, the Supplier shall deliver to the Customer the relevant documents and manuals in Czech or English if they are necessary for the use of the Subject of Performance.
- 3.3 The handover and acceptance of the Subject of Performance (or its separate subparts) shall be confirmed by the signature of the relevant contact person (end recipient) of the Customer in the Handover Protocol, Delivery Note or other document certifying the handover and acceptance of the Subject of Performance (for this purpose, the template of the Handover Protocol given in Annex No. 1 to these T&C may be used), together with the date on which the handover took place.
- 3.4 The Customer shall not be obligated to accept partial performance, i.e., an incomplete separate part of the Subject of Performance.
- 3.5 The place of performance shall be the Customer's registered office (specific details on the place of performance may be specified in the Order).

4. Payment terms

- 4.1 The price for the Subject of Performance agreed is the maximum permissible, including all fees and all other costs associated with the delivery of the Subject of Performance, unless otherwise specified in the Order.
- 4.2 VAT shall be charged by the Supplier in accordance with the legislation in force on the date of the taxable performance, which is the date of acceptance of the Subject of Performance (or a separate subpart thereof).
- 4.3 The price for the Subject of Performance (or a separate subpart thereof) shall be paid by the Customer by bank transfer, based on a tax document (hereinafter referred to as the "**Invoice**") issued by the Supplier and delivered to the Customer. The Supplier is entitled to issue the Invoice after delivery of the Subject of Performance (or a separate subpart thereof).

- 4.4 The Invoice must contain all the requirements of a proper accounting and tax document within the meaning of the relevant legislation, in particular Act No. 563/1991 Sb., *on Accounting*, and Act No. 235/2004 Sb., *Value Added Tax Act* (hereinafter referred to as "VATA").
- 4.5 The Invoice must also contain the Order number, bank identification, and the Supplier's bank account number as published in the 'Registr plátců DPH a identifikovaných osob (Register of VAT payers and identified persons)', pursuant to Section 96 of the VATA.
- 4.6 **The Invoice must be accompanied by a copy of the Handover Protocol, Delivery Note or other document** certifying the handover and acceptance of the Subject of Performance (or a separate subpart thereof), signed by the relevant contact person (end recipient) of the Customer.
- 4.7 The Invoice shall be due no sooner than 21 days from the date of its delivery to the Customer.
- 4.8 If the Invoice does not contain the appropriate details, the Customer is entitled to return it to the Supplier within the due date without defaulting on payment. The due date shall start again from the date of delivery of the duly completed or corrected Invoice to the Customer.
- 4.9 The Supplier is obligated to issue the Invoice to the Customer within 15 days of the date of the taxable transaction. Unless otherwise agreed, neither advance payment nor prepayment will be accepted by the Customer.
- 5. Discretions and Duties of the Contracting Parties**
- 5.1 The Customer shall be entitled to offset due and undue claims arising from the Order against any due or undue claim of the Supplier.
- 5.2 The Supplier shall not be entitled to offset, pledge or assign any of their rights and obligations (including claims against the Customer) arising under the Order without the prior written consent of the Customer.
- 5.3 The Supplier is liable for damages, including any intangible damages caused by a breach of an obligation arising from the concluded Order or an obligation stipulated by law.
- 5.4 Prior to entering the UWB premises/facilities, the Supplier is obligated to acquaint itself with the occupational health and safety regulations as well as fire risks and abide by the relevant OHS and fire prevention regulations.
- 5.5 The Customer notifies [the Supplier] and the Supplier acknowledges that the Subject of Purchase is to be paid from the earmarked funds provided from the budget of the European Union for the implementation of the approved project (hereinafter referred to as the "Grant") and the Customer is obliged to ensure that no part of the Grant is provided to persons who are in a conflict of interest or who are subject to international sanctions within the meaning of Act No. 69/2006 Coll., *on Implementation of International Sanctions*, or other restrictions set by the Grant Provider, or that such persons do not become the final beneficiaries of any part of the Grant.
- 5.6 For performing the Subject of Performance, the Supplier undertakes to use only such subcontractors as are listed in the Annex to the Order, or such subcontractor of whom the Customer has been notified in advance (prior to the performance of the part of the Subject of Performance to be performed by such new subcontractor) and the Customer has also approved such subcontractor in advance.
- 5.7 The Supplier undertakes to ensure that, in the period between the receipt of the Order and its complete fulfilment, its beneficial owner under Act No. 37/2021 Coll., *on Registration of Beneficial Owners*, or the beneficial owner of its subcontractor, does not become a person:
- a) who is subject to international sanctions under Act No. 69/2006 Coll.,
 - b) who has a conflict of interest within the meaning of Section 2, subsection 1 (c) of Act No. 159/2006 Coll., *on Conflicts of Interest*, or
 - c) who is a tax resident of a "non-cooperative jurisdiction" as defined at <https://www.consilium.europa.eu/cs/policies/eu-list-of-non-cooperative-jurisdictions/>.
- 5.8 The Supplier also undertakes to ensure that, in the period between the receipt of the Order and its complete fulfilment, it, or any of its subcontractors, does not become a person as defined in Commission Recommendation (EU) 2020/1039, i.e. a person who:
- a) is resident for tax purposes in, or incorporated under the laws of, jurisdictions that feature on the EU list of non-cooperative jurisdictions (<https://www.consilium.europa.eu/cs/policies/eu-list-of-non-cooperative-jurisdictions/>), or a person registered in the Commercial Register under the laws of those jurisdictions,
 - b) is controlled, directly or indirectly, by shareholders in jurisdictions that feature on the EU list of non-cooperative jurisdictions, up to the beneficial owner,
 - c) controls, directly or indirectly, subsidiaries or its own permanent establishments in jurisdictions that feature on the EU list of non-cooperative jurisdictions,
 - d) shares ownership with undertakings in jurisdictions that feature on the EU list of non-cooperative jurisdictions.
- 5.9 The Supplier undertakes to compensate the Customer for damages resulting from a breach of the Supplier's obligation under Articles 5.6, 5.7 or 5.8 of these Terms and Conditions, including the reduction or non-provision of the Grant.
- 5.10 The Customer is entitled to withdraw from the Order in the event of a breach of the Supplier's obligations under

Articles 5.6, 5.7 or 5.8 of these Terms and Conditions.

- 5.11 For the purposes of the Order and these Terms and Conditions, a subcontractor is a person other than the Supplier, through whom the Supplier will provide the Subject of Performance or part thereof (a subcontractor is a third party that actively participates in the performance (provides an activity); that is, e.g., provides services of transport of the Subject of Performance from the Supplier to the Customer, services of installation of the Subject of Performance at the place of performance, assembly, construction work, training, servicing or inspection services, etc.).

6. Quality Guarantee

- 6.1 The Supplier shall provide a warranty for the Subject of Performance for a period of 24 months, unless otherwise specified in the Order. The Customer is entitled to claim a defect at any time during the warranty period.
- 6.2 The Supplier undertakes to deliver the Subject of Performance fit for use for the purpose specified in the Order (or for its usual purpose) throughout the warranty period and that it shall retain its specified (or usual) characteristics.
- 6.3 The warranty period shall commence upon the acceptance of the Subject of Performance by the Customer.
- 6.4 The warranty period shall be extended by the period from the notification of any defect to the Supplier until it has been rectified.
- 6.5 During the warranty period, the Supplier shall be obligated to rectify any defect within 48 hours (workdays only) of the defect being reported (in writing or by telephone) by the Customer, unless otherwise agreed. The Supplier acknowledges that they may only remove the defect on a working day between 8:00 a.m. and 2:00 p.m., unless otherwise agreed. Starting to remedy a defect means the arrival of an authorized representative of the Supplier at the Place of Performance to remedy the notified defect.
- 6.6 The Supplier is obligated to remove any claimed defects within 30 days of the defect being reported, unless a different time limit has been agreed by the Parties, or to satisfy another claim of the Customer arising from the defective performance.

7. Contractual penalties

- 7.1 In the event of the Supplier's delay in delivery/provision of the Subject of Performance (or a separate subpart thereof), the Supplier is obligated to pay a contractual penalty of 0.5% of the total price of the Subject of Performance (excluding VAT) for each commenced day of the delay.
- 7.2 In the event of the Supplier's delay in commencing the removal of a warranty defect within the time limit pursuant to Article 6.5 of these T&C, the Supplier shall be obligated to pay a contractual penalty of 0.5% of the total price of the Subject of Performance (excluding VAT) for each commenced day of the delay.
- 7.3 In the event of the Supplier's delay in removing a warranty defect within the time limit pursuant to Article 6.6 of the T&C, the Supplier shall be obligated to pay a contractual penalty of 0.5% of the total price of the Subject of Performance (excluding VAT) for each commenced day of the delay.
- 7.4 In the event of the Customer's delay in paying the Invoice by its due date pursuant to Section 4.7 of these T&C, the Supplier is entitled to claim payment of a contractual fine of 0.5% of the amount due (excluding VAT) by the Customer for each commenced day of the delay.
- 7.5 The Contracting Parties have agreed that in the event of delay by either Contracting Party in the fulfillment of their pecuniary obligation, interest on such delay shall be 0.05% of the unpaid part of the pecuniary obligation for each commenced day of the delay.
- 7.6 Contractual penalties shall become payable on the day following the day on which they arise.
- 7.7 The contractual penalty clause does not affect the right of the entitled Party to full compensation for damages/loss (pecuniary and non-pecuniary).


8. General and Final Provisions

- 8.1 A Contract between the Parties is concluded on the date of acceptance of the Order by the other Party and becomes effective on the date of its conclusion; however, if the Order is subject to publication in the 'Register of Contracts' pursuant to Act No. 340/2015 Coll., it then becomes effective only on the date of publication in the 'Register of Contracts'. If it is obligatory for the Order to be published in the 'Register of Contracts', UWB shall ensure its publication.
- 8.2 The Parties have expressly agreed that the rights and obligations of the Parties arising from or related to the Order shall be governed exclusively by Czech law. The Parties have expressly excluded the application of the UN Convention on Contracts for the International Sale of Goods (published in the Czech Republic in the Collection of Laws as Act No. 160/1991 Coll.).
- 8.3 The Parties have agreed that any disputes arising from any Order shall be settled exclusively before a court of competent jurisdiction in the Czech Republic, with the local jurisdiction of the court to be determined according to the seat of UWB (the City of Plzeň /Pilsen/).
- 8.4 If either of the Parties encounters any facts preventing or seriously threatening the proper performance of the Order, they shall immediately notify the other Party without undue delay and call for negotiations between the

representatives of both Parties.

- 8.5** By accepting the Order, the Supplier confirms that they have read and agreed to these T&C and expressly accept them as binding. The Supplier also expressly acknowledges that Articles 5, 6, 7 and 8 may be 'surprising provisions' of the T&C and declares that they have read and agreed to them and hereby expressly accept these provisions as binding.

Annex No. 1: Non-mandatory template of the Handover Protocol

 ZÁPADOČESKÁ UNIVERZITA V PLZNI	HANDOVER PROTOCOL	<u>ORDER No.:</u>		
RECEIVING PARTY (CUSTOMER)	DELIVERING PARTY (SUPPLIER)			
Západočeská univerzita v Plzni (University of West Bohemia) Univerzitní 2732/8, 301 00, Plzeň IČO/Tax ID: 497 77 513				
Description of Subject of Performance: 				
Accompanying Documentation: 				
Subject of Performance accepted¹	YES / NO			
The following defects (shortcomings) of the Subject of Performance / Accompanying Documentation have been identified: 				
Further Provisions: 				
Date				
Person authorized by the Receiving Party to accept the Subject of Performance Mr/Ms:	Person authorized by the Delivering Party to hand over the Subject of Performance Mr/Ms:			
 _____ Signature of the authorized person	 _____ Signature of the authorized person			

¹ Should any defect (deficiency) in the Subject of Performance / Accompanying Documentation be identified, please mark the option "NO" and describe in detail all the defects (deficiencies) found, including the suggested method and time limit for their rectification in the box below.