

## I. Preliminary Provisions

1. The present GTCs form an integral part of the agreement between the contractor and the client.
2. For the purposes of the present GTCs, Skřivánek s.r.o., with its registered office in Prague 4 – Podolí, Na Dolinách 153/22, Postcode 147 00, ID No. 60715235, entered in the Register of Companies maintained by the Municipal Court in Prague, Section C, File No. 156108, is referred to as the contractor, and the party that has entered into an agreement with the contractor defining the general contractual conditions (e.g. a cooperation agreement, etc.) with regard to translation (or proofreading or related services) or interpreting services, and/or that has ordered translations (or proofreading or similar services) and/or interpreting services under a single job and/or a group of jobs (hereinafter also referred to as a contract) is referred to as the client, and both of the parties are also collectively referred to as the parties.
3. The purpose of the present GTCs is to lay down the conditions under which the contractor will provide contractual services (hereinafter referred to as the service(s)) to the client, regardless of whether through an individual contract or through independent specific contracts under an agreement defining the general contractual conditions (e.g. a cooperation agreement, etc.), on the basis of their trade licence and within their line of business (activity), where the services concerned will particularly involve:
  - 3.1. completing translations, and/or
  - 3.2. providing proofreading or other related services, and/or
  - 3.3. providing interpreting services.
4. The contractor provides their services to the client under the conditions laid down under the present GTCs, and the client is obliged to pay the price agreed with regard to each service rendered and, where a specific price has not been agreed, the standard price.
5. The contractor provides their services to the client via their employees and contractual freelancers.

## II. Written Form of Acts, and Delivery

1. For the purposes of the present GTCs, acts made in writing (hereinafter referred to as a document and/or written form and/or in writing) include the following, in addition to documents furnished in paper format:
  - 1.1. fax messages (hereinafter referred to as faxes)
  - 1.2. electronic mail (hereinafter also referred to as e-mails)
  - 1.3. contractor's electronic order forms (hereinafter also referred to as e-mails).
- 1.4. For e-mails sent from an e-mail address other than that provided in the contract, the requirement for written form is deemed complied with if the e-mail contains:
  - 1.4.1. an electronic signature effected using the procedure defined under special legislation (hereinafter also referred to as signature), and/or
  - 1.4.2. the job number assigned by the contractor, which, for the purposes hereof, serves as the agreed password. Where an e-mail is identified with a contract number, an irrefutable presumption applies between the parties that the party in whose name the e-mail was signed had signed the e-mail with the same effect as if it had been the signature specified under Article II.1.4.1. Either party is liable for any damage incurred by the other party as a result of misuse of their password.
2. A document containing the essentials specified by the present GTCs must be sent by the sender, or delivered to the other party
  - 2.1. to the correspondence address given in the contract, for documents in documentary form
  - 2.2. to the fax number given in the contract, for documents in the form of a fax

- 2.3. to the e-mail address given in the contract, for documents in the form of an e-mail
- 2.4. to the phone number given in the contract, for documents in the form of a text message.
3. The day or time of delivery shall be, for documents sent to the correct correspondence address, fax number, e-mail address or phone number,
  - 3.1. for documents
    - 3.1.1. with regard to consignments delivered in person and/or by courier, the date indicated in the acknowledgement of receipt
    - 3.1.2. with regard to regular consignments delivered via a postal licence holder, the date of receipt indicated by the addressee in a reliable manner in the document,
    - 3.1.3. with regard to registered consignments delivered via a postal licence holder, the day indicated in the delivery confirmation, and where the addressee fails to take the consignment over from the postal licence holder, the third day after the consignment is submitted for carriage to the postal licence holder
  - 3.2. for fax messages, the time of error-free transmission indicated in the confirmation printed out by the sender's fax machine
  - 3.3. for e-mails, the time of return confirmation by the e-mail recipient's receiving device, and where such confirmation is not available and unless proven otherwise (e.g. by a fault confirmation issued by the mail server administrator), the day following the date of dispatch of the e-mail unless the sender has received a message that their e-mail is undeliverable.
  - 3.4. for text messages, the first day following demonstrable dispatch of the text message.

## III. Contracts

1. A contract is established between the client and the contractor with a written order confirmation by the contractor, or with a written bid confirmation by the client. A contract is also deemed to have been established between the client and the contractor once certain data in the client's order and the contractor's bid are subsequently rendered in more detail as part of the ensuing communication between the parties, and the contractor sends the client written confirmation of the content of the contract, labelled as a job, unless the client refuses the confirmation within 24 hours. Where necessary, the subject of the contract is referred to as a job within the text of the present GTCs. As a rule, on the effective date of any contract between the contractor and the client, all of the provisions of the present GTCs are automatically incorporated into each, including partial, agreement, even if the contract does not make an express reference to the present GTCs.
2. In an order, the client is obliged to indicate:
  - 2.1. the client's identification data
  - 2.2. job specification, whether the job involves a translation, proofreading or interpreting
  - 2.3. the source and/or target language
  - 2.4. the required date of completion, i.e., the date by which the translation, proofreading or other related service must be delivered or the interpreting service rendered
  - 2.5. the required method of transmission or completion of the ordered service
  - 2.6. a contact person for communication with the client
  - 2.7. the purpose of the job. Unless an order specifies the purpose of the job and the completed job fails to reflect the purpose intended by the client and not disclosed to the contractor, the very fact shall not be regarded as a defect as defined under Article V hereof, and the client shall have no defect liability claims with regard to the defect of the service.
  - 2.8. whether the job will be used for print, in which case the order must contain a provision to order special processing for the translation of texts intended for print. Unless the purpose is specified in the order and/or unless the special

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

processing is ordered, this shall not be regarded as a defect as defined under Article V hereof, and the client shall have no damage liability claims with regard to the defect of the service.

2.9. whether the job (especially for translations) contains specialised terminology and other special expressions, abbreviations, etc. (hereinafter also referred to as terminology) and if so, to transmit to the contractor a list of the terminology used in the language concerned and/or provide the contractor with reference material and/or indicate in the order the name and contact data of an appointed person to be consulted on terminology; if they fail to do so and the contractor unintentionally uses terminology other than that anticipated by the client, it shall not be regarded as a defect as defined under Article V hereof, and the client shall have no defect liability claims with regard to the defect of the service.

3. The time limit for the contractor to raise any comments with regard to an order received during regular working hours on a working day (hereinafter also referred to as working hours) of the contractor's concerned establishment is 6 (six) hours from receipt of the order, unless the client indicates a longer time limit therein. For orders delivered outside of working hours, the time limit starts upon commencement of the working hours on the nearest working day following delivery of the order.

4. Individual contracts between a client and the contractor may also be established through inquiries placed using means of remote voice communication (e.g. over the phone), where:

4.1. the contractor accepts the conditions set out under an inquiry submitted by a client in this manner, and

4.2. on receiving documents forming the basis for the job to be completed, the contractor provides the requested services to the client, whereas the latter understands and agrees that for the purpose of ensuring the proper registration of contracts and the content thereof, the communication between themselves and the contractor may be recorded and archived for a period corresponding to the contractor's legitimate interests

4.3. the contractor may alternatively send the client a confirmation within the meaning of Article III.1 here of.

5. The client expressly agrees that each contract will include as its integral part the following documents, as in force on the day of establishment thereof:

5.1. all provisions of the present GTCs

5.2. the contractor's price list, including where the contract does not expressly refer there to

5.3. If there is a conflict between the provisions of any contract and/or the GTCs and/or the contractor's price lists, preference will be given to the provisions of the contract.

6. A contract may only be amended by a mutual written agreement, and any amendment will reasonably be governed by the rules applying to the establishment of a contract.

6.1. In the event of any major change requested by the client, including but not limited to the date, time, location, or language of the service, the contractor reserves the right to charge a Change Fee of up to 30% of the contract value. This fee is in addition to any costs already incurred, and will be subject to a mutual written agreement between both parties.

7. A contract may be terminated

7.1. by a written notice served by the contractor where, once the contract has been concluded, irremovable obstacles arise on the contractor's part making it impossible for the service to be rendered

7.2. by a written notice served by the client, whereby the client will in justified cases withdraw from the contract (i.e. "cancel the job"), where, as a form of withdrawal compensation, the client shall pay to the contractor:

7.2.1. for a translation (or proofreading or other related job),

7.2.1.1. 20% of the price of the job, if the contractor has not yet started to work on it, but not more than CZK 1,500

7.2.1.2. 20% of the price of the job, if the contractor has already

started to work on it, plus the price for the text already translated (or proofread or another related service already completed) to be determined proportionately to the agreed price of the entire job, but not more than 100% of the price of the entire job

7.2.2. for interpreting,

7.2.2.1. 50% of the price of the job if the client withdraws more than 24 hours before the agreed start of the interpreting

7.2.2.2. 100% of the price of the job if the client withdraws less than 24 hours before the agreed start of the interpreting

8. Contracts, and usually agreements that lay down the general contractual conditions between the client and the contractor (e.g. cooperation agreements, etc.) for translation, proofreading or other related services and interpreting services, may also be established on the basis of a proposal submitted by the contractor. The provisions hereunder that regulate the establishment of contracts reasonably apply to these cases as well.

#### IV. Service Provision (Job Completion)

1. The contractor is deemed to have properly provided a service,
- 1.1. in the case of translation or proofreading services or other related services, once they hand over a completed translation/proofreading or other related service in accordance with the concerned contract, it being understood that a translation/proofreading or other related service handed over or provided at the latest 30 minutes after the agreed-upon completion deadline is still regarded as a service provided in a timely manner, unless expressly otherwise agreed on a case-by-case basis
- 1.2. in the case of interpreting, once they provide the interpreting service in accordance with the concerned contract.
2. The client is obliged to accept the service (job) at the place or in the manner agreed under the contract.
3. The client is obliged to promptly confirm acceptance of the service (job) to the contractor in writing, and they shall do so in the case of translation/proofreading or other related services, in the manner normally applied for written correspondence with the contractor
- 3.2. in the case of interpreting, by confirming a written interpreting report.
4. If the client fails to meet their obligation under Article IV (3) of the present GTCs, and if they do not demand performance of the service from the contractor within 24 hours of expiry of the deadline, the client shall be deemed to have accepted the service in an orderly and timely manner.
5. No service shall be deemed as provided late if, on the basis of the client's written demand, the contractor transmits the job to the client once again and proves that the same was already sent to the client earlier in a timely manner.
6. If the outcome of a service that involves a translation/proofreading or other related service may not be transmitted in the agreed manner due to serious reasons, the contractor may
  - 6.1. either choose an alternative method of transmission and, where expedient, inform the client thereof, provided that if the need for an alternative method of transmission has been caused by reasons attributable to the client, the client must compensate the contractor for any expenses thus incurred,
  - 6.2. keep the job deliverables on their premises and inform the client accordingly.
7. In case the client fails to take over a completed job and/or renders its transmission impossible, the contractor shall become entitled to the payment for the service as soon as they offer to transmit the job to the client.

## V. Defect Liability Claims Related to Services and Time Limits for the Application Thereof

1. 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.
2. The client must apply any defect liability claims with the contractor without undue delay after detecting the defects, and in any event within no more than 21 days of the date of the service provision. The client must apply any defect liability claims in writing.
3. Any defect liability claims shall be deemed expired if applied due to reasons excluded by the contract and/or the present GTCs, or if applied after lapse of the time limit defined under Article V.2.
4. When applying a defect liability claim, the client must indicate and/or attach
  - 4.1. the reason for applying the claim
  - 4.2. the time and method of detecting the defect(s)
  - 4.3. a description of the defect(s) and frequency of occurrence thereof, where applicable
  - 4.4. where the defect liability claim applied relates to interpreting, an unedited audio and/or audio-visual recording, if available.
  - 4.5. the suggested remedy sought by the client.
5. Where the contractor acknowledges the noted 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, excl. VAT, equivalent to the nature and magnitude of the defects or, where the defect concerns a translation or proofreading or another related service, and the client so requires, the contractor shall supply a rectified translation or proofreading or another related service instead of a discount.
6. The contractor is liable for any damage caused by the defect(s) up to the price of the job, excl. VAT.
7. If a dispute arises between the parties regarding the justification of any defect liability claims applied by the client in a timely manner as specified under Article V(1) of the GTCs, the parties undertake
  - 7.1. to settle the dispute amicably in the first place, namely through an expert opinion drawn up by an independent interpreter from the register of experts and interpreters maintained by the Ministry of Justice of the Czech Republic, appointed by the parties by mutual consent
  - 7.2. where the expert opinion drawn up by an independent interpreter is unfavourable to the contractor and the contractor agrees to its conclusion, the client is entitled to a discount on the price of the service, the amount of which will be determined by the contractor taking all of the following factors into account: length of the translated text, number of major translation errors, number of minor translation errors, non-adherence to terminology, omissions, faulty formatting, etc. The discount to be provided as per the present paragraph may not exceed the price of the service.
  - 7.3. for interpreting, the contractor shall provide to the client a discount on the price of the service similar to that described under paragraph 7.2.
  - 7.4. where the procedure under paragraph 7.1 is applied, the client shall bear all costs (including any advance payment) related to the selected interpreter. The client may demand that the contractor bear half of the costs incurred in association with the interpreter if the interpreter's opinion is unfavourable to the contractor, even if only in part, provided that the contractor agrees with the interpreter's conclusion. The client's right under this paragraph must be applied in writing.
  - 8. If a dispute is not settled amicably, or if the parties do not agree on the appointment of the independent interpreter as specified under paragraph 7.1, or if either party does not agree with the conclusion of the independent interpreter's expert opinion, the dispute arising from or in connection

with the contract will be finally resolved by the substantively and locally competent court of the Czech Republic.

## VI. Alternative Consumer Dispute Resolution

1. The client is a consumer provided that they have entered into an agreement with the contractor as a natural person who is not acting under their business activity or as part of the independent exercise of their profession (hereinafter referred to as the consumer).
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 resolution of consumer disputes arising from the contract is the Czech Trade Inspection Authority (Štěpánská 567/15, 120 00 Prague 2). For all details on alternative consumer dispute resolutions, see the [www.coi.cz](http://www.coi.cz) website of the Czech Trade Inspection Authority.

## VII. Price Arrangements, Invoicing and Maturity

1. The basis used for calculating and/or determining the price of services is the contractor's price list of services, as in force at the time of the contractor receiving the order, as well as the prices and price conditions and/or methods of determining the price given therein.
2. The contractor may demand a partial or full advance payment, including where the contract does not contain such a provision and, to that end, issue tax documents to the client. Unless otherwise agreed under the contract, the tax documents shall be payable by the date indicated therein.
3. Where a contract stipulates that the price of any service given therein is tentative, as may be the case, for example, where the price has been determined on the basis of an estimate of the number of units only, the final price calculation shall be based on the number of units in the target language and/or the scope of the work involved and on the contractor's costs, and the final price will be determined using the prices given in the contractor's price list at the time when, and at the place where the service is rendered and, where the price list does not contain such prices, using the usual prices at the time and at the place of the service provision.
4. Unless expressly otherwise stipulated, all prices as well as any other amounts are exclusive of VAT.
5. The price list of the contractor's concerned establishment becomes an integral part of the contract on the effective date thereof, and it will be used as the basis for charging all services rendered under the contracts concluded from that date on.
6. For individual jobs, the invoicing will take place on the date of the taxable supply, and for services rendered under contracts entered into for longer periods of time, it will take place retroactively, at all times on the last day of each month. Any under- or overpayments and any other claims will be cleared as part of the monthly invoicing for the following month.
7. For individual jobs, the contractor shall issue invoices with the essentials of a tax document (hereinafter also referred to as invoices) on the date of the taxable supply; for contracts entered into for longer periods of time, the invoices must include all services rendered during the preceding month up to the fifteenth day of the following month.
8. The client must pay each invoice within its maturity period, which except for contractual fines is 14 days from the date of issue, and duly identify their payment.
9. For the purposes of the present GTCs, any payment shall be deemed made once the amount concerned is credited to the contractor's account.
10. In case of a delay in payment, the client shall pay to the contractor a contractual fine equivalent to 0.1% of the owed

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amount for each begun day of the delay. A contractual fine shall be without prejudice to the contractor's right to charge default interest.

11. In the event of a late payment, the client's payment, regardless of its identification, is initially used to cover the default interest accrued and any contractual fine(s), and the balance of the payment is used to cover the principal(s) of the debt(s) in the order of their maturity.

12. Where the client is late with a payment due to the contractor against a tax document for a partial or a full advance payment, with regard to the date indicated therein, and/or if the client is late with the payment of any amount due for more than 30 days from its maturity date, the contractor may withdraw from the contract, whereas, for contracts entered into for longer periods of time, in case of the above, all specific contracts under such longer-term contract on which the contractor is yet to deliver cease to apply on the date of such termination, and/or

12.2. terminate the contract, and/or

12.3. demand the securing of their existing and future receivables from the client, where the contractor decides whether the securing mechanisms employed are appropriate and/or adequate, and/or

12.4. suspend further service provisions to the client, including in relation to any contracts yet to be performed, until the full payment is made, or refrain from providing any further services to the client without being guilty of breaching the contract. All performance deadlines specified under contracts yet to be performed shall be extended by the duration of such delay in payment.

13. The contractor may authorise a third party to recover their receivables from the client and, to this end, transmit to such third party in the necessary scope the personal data of the client, as well as data relating to the receivables. The client must treat such third party as a duly authorised collection agent of the contractor.

**VIII. Principles of Cooperation**

1. The parties must always indicate a job number in mutual communication.
2. The client must transmit to the contractor any background documents, materials and information necessary for the service to be rendered in a timely manner, it being understood that
  - 2.1. for translations/proofreading or other related services, they must do so at the time of ordering the services
  - 2.2. for interpreting, they must do so at least 3 days before the date of the interpreting. If the client fails to do so, the contractor shall not be responsible for any defects in the services involving the use of incorrect terminology.
  - 2.3. the source text the client transmits to the contractor must be substantively, terminologically and linguistically comprehensible and must be provided in a legible and easy-to-read form. Unless the source text meets the above conditions, the contractor is not responsible for the accuracy of the translation and may not be held accountable for any direct and/or indirect loss suffered by the client as a result of an inaccurate translation/proofreading or any other related service rendered in relation to such source text, it being understood that such inaccuracy will not be regarded as a defect as defined under Article V.1.
  - 2.4. the contractor may bring the client's attention to any irregularities in the source text and request a revised or a legible text, clarifications or instructions. The contractor may suspend work on any services until such time as the client supplies a new text, clarification or instructions, it being understood that the completion deadline with regard to the service will be extended by the length of the interruption.
  3. The contractor must inform the client without undue delay once they identify any of the below situations that
    - 3.1. any documents to be used as the basis in processing any job

- 3.1.1. have not been received, and/or
- 3.1.2. have been received incomplete or damaged, and/or
- 3.2. the source documents sent do not correspond to the data entered in the order (e.g. file size, language, etc.)
- 3.3. such circumstances have occurred that could compromise timely delivery of the job to the client.
4. The client must promptly notify the contractor of all circumstances that could have an impact on their compliance with the contractual obligations, including the obligation to pay the agreed price in a timely manner, or that the client has entered into liquidation and/or has become a debtor in bankruptcy as defined by the Insolvency Act.
5. Where the service rendered concerns interpreting
  - 5.1. the client may not require any other activity from the interpreter (e.g. a written translation, minutes from a meeting, guide services and organisational services)
  - 5.2. the client is obliged to
    - 5.2.1. create conditions appropriate for the type of interpreting, including technical support, unless they have ordered the latter from the contractor
    - 5.2.2. where the contractor has undertaken to supply the interpreting equipment, allow the contractor to have access to the premises where the interpreting equipment will be installed sufficiently in advance
    - 5.2.3. arrange transport of the interpreter from an agreed location to the place of performance and back using means of transport appropriate for the distance between the two locations
    - 5.2.4. where the interpreter arranges their own transport, compensate the interpreter for their travel expenses, including a full subsistence allowance as per the relevant legal regulations in force
    - 5.2.5. arrange the interpreter's accommodation in a single room with accessories at their own expense
    - 5.2.6. provide the interpreter with a meal and rest break lasting at least half an hour after no more than four and a half hours of interpreting
  - 5.3. an interpreting day lasts 8 hours including breaks
  - 5.4. the contractor is entitled to compensation of the time lost by the interpreter in connection with the rendered interpretation service.

**IX. Special Provisions**

1. The contractor shall not be held accountable for any consequences resulting from an infringement of any copyright regulations or other regulations related to intellectual property rights.
2. The client warrants to the contractor that any claims raised by authors of the text the client has submitted to the contractor for translation or interpreting 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 their own funds and to provide the contractor with any cooperation required in defending their interests.
3. The Client is not allowed to contact the translator or interpreter regarding commercial matters, especially those related to a job currently being processed, or to hand over the translator's or interpreter's contact details to any third party without the Contractor's express written consent. Furthermore, the Client is not allowed to undertake any steps that would lead to a direct or indirect breach of this paragraph by the Client or another third party.
4. If such contact occurs between the client and the translator or interpreter with the contractor's consent, the client must not use it to discuss matters related to the conditions and terms of the job and must promptly notify the contractor of any new arrangements they have reached with the translator or interpreter.
5. If the client breaches any of the obligations defined under this Article of the GTCs, they shall pay to the contractor a contractual fine amounting to CZK 200,000 for every instance

of breaching their obligation, including repeatedly. A contractual fine charged by the contractor to the client is payable within 15 days of the client receiving the billing thereof, it being understood that a paid fine is not counted towards compensation of any incurred damage.

## X. Obligation of Confidentiality

1. The contractor's obligation laid down below in this Article applies unless the client and the contractor have concluded, or will conclude a special confidentiality agreement, regardless of its current or future denomination.
2. The contractor must maintain strict confidentiality, with regard to parties other than the client, regarding all information relating to
  - 2.1. the client they may learn about as part of their activity
  - 2.2. the client's customers and partners the contractor comes across while performing their services
  - 2.3. the content of the source materials and completed translations or interpreting.
3. The obligation of confidentiality does not apply to any information that demonstrably meets at least one of the following properties
  - 3.1. the information was part of the public domain or publicly accessible before being disclosed
  - 3.2. the information must be disclosed to a third party under an obligation imposed by a valid legal regulation, and/or its disclosure has been enforced by a decision and/or a measure of a public authority to which the contractor was obliged to submit.

## XI. Consent to the Processing of Personal Data and Consent to Being Sent Commercial Communications

1. The contractor collects and maintains an updated database of their customers, including clients, 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 contract performance, 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 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. The contractor will only process personal client data obtained in connection with a contract and its performance to the extent that it is included in the contract and/or materials intended for the provision of a service and/or that the client subsequently provides to the contractor during contract performance.
3. Such data will always be used by the Contractor for its legitimate interests and for the purpose of contract performance.
4. By placing an order and/or entering into a contract, the client acknowledges that the contractor may reasonably 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 applicable, survey the client's satisfaction with existing products.
5. The client acknowledges that it may opt out of such commercial communications at any time without giving a reason and that it is aware of its rights, including but not limited to
  - the right of access to all its personal data processed by the contractor,
  - the right to request rectification, erasure or restriction of the personal data processing,

- the right to object to the personal data processing,
- 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 it has familiarised itself with the contractor's Rules of Personal Data Processing as included in the Information Memorandum available on the contractor's website: [www.skrivanek.cz](http://www.skrivanek.cz).
7. The client acknowledges that if it has any questions concerning the contractor's processing of personal data, it may contact the contractor at [gdpr@skrivanek.cz](mailto:gdpr@skrivanek.cz).

## XII. Termination

1. A contract may be terminated using the methods specified by the applicable legislation and/or those defined under the contract and/or the present GTCs hereof.
2. An indefinite-term contract may be terminated by either party. The notice period is 3 months starting on the first day of the month following delivery of the notice. Even after the lapse of the notice period, the contractor is obliged to complete any work-in-progress subject to the conditions laid down under the contract and any individual specific contract, and the client must receive and make payment for such completed work.

## XIII. Final Provisions

1. Unless otherwise stipulated under any contract and the present GTCs, the contractual relationship with the client shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, and other applicable legal regulations, as well as, regardless of whether they are attached to the contractual text or not, the following documents:
  - 1.1. the present General Terms and Conditions
  - 1.2. the contractor's price lists.  
By signing a contract, the client confirms they are familiar with the content of all of the aforementioned documents as well as any other documents referred to elsewhere under the present GTCs.
2. The contractor may amend or add to the wording of the present GTCs. This provision is without prejudice to any rights and obligations that resulted from the previous version of the GTCs during the effective period thereof. The current version of the GTCs, as in force and effect, applicable to the client is accessible on the contractor's website. Any amendments or additions to the present GTCs take effect on the date of issue of the current GTCs and on the date of publication thereof on the contractor's website.
3. If the price lists or the GTCs are amended, the contractor must notify the client thereof before the effective date of the new version of the document in an appropriate manner, which particularly includes:
  - 3.1. publication of the text on the contractor's website at [www.skrivanek.cz](http://www.skrivanek.cz)
  - 3.2. sending a notice regarding the publication of the updated text to the client's e-mail address
  - 3.3. sending the updated text to the client's e-mail address
  - 3.4. sending the updated text in paper format to the client's correspondence address, at the contractor's discretion.
4. Either party is obliged to notify the other party of any change in the data given in the heading of the contract, e.g., a change in the correspondence address, phone numbers, etc., without undue delay.
5. The text of the present GTCs is binding upon the parties.
6. The present GTCs take effect on 1 October 2024.



Pavel Skrivanek, Managing Director