

Pro život, jaký je

General Business Terms and Conditions



I. SUBJECT:

1. The business terms and conditions regulate the conditions for ordering Goods and Services by the company *Kooperativa pojišťovna, a.s., Vienna Insurance Group, registered office at Pobřežní 665/21, 186 00 Prague 8, Company ID No. 47116617, entered in the commercial register kept by the Municipal Court in Prague, Section B, File No. 1897* (hereinafter "**Kooperativa**" or the "**Client**") as the Client (hereinafter the "**Business Terms**").
2. The provisions of these Business Terms are an integral part of every Order, through which a contractual relationship is established, unless agreed otherwise. Should there be any contradiction between the Order and these Business Terms, the Order shall take precedence. The Client may amend or supplement the text of the Business Terms.

II. DEFINITION of basic terms:

1. **Order:** The specimen form of Kooperativa delivered to the Supplier pursuant to clause 2 of this article.
2. **Delivery:** Delivery refers to delivery through a postal license holder, via e-mail or delivery to the data mailbox (if such delivery is possible). Unless expressly stated otherwise, it applies that all correspondence pursuant to these Business Terms must be in writing and delivered via one of the means specified in the first sentence of this provision.
3. **Goods/Services:** Any item or activity which is ordered by the Client via the Orders. Where the text of these Business Terms specified only Goods or only Services, the given provision applies *mutatis mutandis* also to the unspecified commodity.

III. CONCLUSION OF THE CONTRACTUAL RELATIONSHIP (ORDER ACCEPTANCE):

1. **Order acceptance:** The proposal is the written Order which must be delivered to the Supplier. The Order must be **accepted** by the Supplier **in its full scope**, without any additions, reservations, restrictions or other changes compared to the text of the Order sent by the Client,

otherwise the contractual relationship is not concluded.

The contractual relationship shall be concluded by written acceptance of the placed Order by the Supplier.

IV. MAKE, PACKAGING, DOCUMENTS OF GOODS

1. **Quality and make:** The goods and parts used for its manufacturing must be new, unused, undamaged and made of quality material. The goods must be capable of delivering consistent standard performance and fully suit the purpose for which they are delivered. Together with the Goods, the Supplier is obliged to deliver to the Client all the documents needed to take over, freely handle and use the Goods, in particular the tax document, confirmations and certificates, etc. The Supplier declares and undertakes that before confirming the Order it has verified and confirmed that it is capable of duly and punctually manufacturing and delivering the Goods pursuant to all the instructions, both legal and contractual (e.g. internal regulations, guidelines and standards). The Goods must not be encumbered by legal defects, e.g. liens. The Supplier is liable for damages caused by itself or its subcontractor. The Supplier will ensure that its employees partaking in fulfilling the Order observe internal regulations, instructions and guideline when present on the workplace at the Client's premises, to observe regulations concerning the movement of employees, vehicles, material, fire safety, occupational health and safety and other regulations of which it is notified by the Client. A breach of these instructions may be a reason for withdrawing from the contractual relationship.
2. **Packaging, securing and providing for the Goods:** The Supplier is obliged to package, secure or otherwise provide for the Goods for potential shipment, so as to avoid damage to or depreciation of the Goods during shipment, including loading and unloading. The Supplier agrees that all costs for packaging, securing and providing for the Goods pursuant to this provision are already included in the price pursuant to the Order.

V. PLACE OF DELIVERY:

- 1. Place of delivery:** Unless the Order stipulates otherwise and unless the Client stipulates another place of delivery at any time before delivery of the Goods or Services (e.g. the respective agency, Kooperativa branch, etc.), the Supplier is obliged to deliver the Goods or Services to the Client at its own expense and risk to the Client's registered office at Pobřežní 665/21, 186 00 Prague 8.
- 2. Delivery of unrequested Goods:** If the Supplier delivers a greater quantity of Goods than ordered by the Client, or other Goods than those specified in the Order, the Client is not obliged to pay for the excess Goods, unless the Client expressly consents to this before delivery of the Goods. The Supplier is obliged to remove the excess Goods at its own expense without undue delay and without request from the Client, unless the Client states in writing that it wishes to keep the excess Goods and pay the Supplier the price for the Goods.

VI. FULFILMENT DEADLINE:

- 1. Fulfilment deadline:** The Supplier shall deliver the Goods or Services to the Client at latest within 10 days from acceptance of the Order by the Supplier, unless specified otherwise in the Order.
- 2. Delivery:** The Supplier is obliged to deliver the Goods or Services on business days and during the Client's usual business hours, i.e. from 7:00 a.m. to 6:00 p.m., unless the Client specifies otherwise. After 4:00 p.m. the acceptance of Goods is possible only upon prior agreement. If the Supplier delivers the Goods at a different time than specified in this clause without prior agreement with the Client, the Client will not accept the Goods. The Client is not thereby in delay in accepting the Goods or paying the price for them.
- 3. Notice on the delivery deadline of Goods:** The Supplier is obliged to inform the Client about when the Goods will be delivered to the Client at the place of delivery at least 3 days before delivering the Goods or Services.

VII. WARRANTY:

- 1. Warranty:** The Supplier provides the Client with a warranty on the delivered Goods. The Supplier undertakes that the Goods delivered pursuant to the Order will be suitable for the purpose stipulated in the Order for the duration of the warranty period, or for the usual purpose, and will retain the stipulated properties. If the Order does not stipulate certain properties of the Goods, the Supplier undertakes under the warranty that the Goods will retain their usual properties for the duration of the warranty period.
- 2. Length and start of the warranty period:** If the Order does not expressly stipulate the length of the warranty period, the warranty period is 24 months from due delivery of the Goods.

VIII. LIABILITY FOR PRODUCT DEFECTS:

- 1.** To avoid any doubts, the contracting parties expressly **preclude the application** of Sections 1965, 2103, 2104 and

2112 of Act No. 89/2012 Coll., Civil Code (hereinafter the "Civil Code")

- 2.** The Supplier is liable to the Client that the Goods have no defects during takeover. In particular, it is liable to the Client that at the time when the Client takes over the Goods:
 - i.** the Goods have the properties agreed by the parties, and if such provision is missing, then such properties which the Supplier or manufacturer described or which the buyer expected given the nature of the Goods and based on advertising or the offer,
 - ii.** the Goods are suitable for the purpose which the Supplier stipulates for their use or for which Goods of this type are usually used,
 - iii.** the Goods correspond in quality or make to the agreed sample or template, if the quality or make was determined based on a sample or template,
 - iv.** the Goods are delivered in the correct quantity, level or weight, and
 - v.** the Goods meet the requirements of applicable legal regulations.
- 3. Supplier's obligations:** The Supplier is obliged and declares that by the deadline pursuant to the Order, otherwise by a deadline of 2 business days from reporting the defect:
 - i.** it will arrive at the location specified by the Client based on the Client's instructions in order to inspect the Goods and further identify the defects reported to it by the Client in the defect report, and to inform the Client by this deadline of the proposed specific procedure to remove the defects in the Goods, or
 - ii.** to notify the Client of the proposed specific procedure via which the defects in the Goods will be removed or replaced, at the Supplier's expense.
- 4.** If the Supplier delays in meeting the obligation pursuant to clause 3 of this article, the Client is authorized to choose the claim from liability for defects and/or means of removing the defect and deadline for fulfilment within 24 hours from the date when the deadline for fulfilment of the obligation stipulated in clause 3 of this article expired. The means of removing the defect(s) and deadline for its/their removal stipulated by the Client are binding for the Supplier. This does not preclude the Client's right to a discount on the price or withdrawal from the contractual relationship established by the given Order.
- 5. Failure to pay the price until removal of defects:** Until the removal of all defects in the Goods, the Client is not obliged to pay the Supplier the price for defective goods, which has not been paid to the Supplier yet. This does not cause the Client's delay in paying the price for the Goods.
- 6. Recurring defect:** Beyond the scope of statutory regulations, it is expressly agreed that if the same defect in the Goods recurs within 5 days from its removal by the Supplier, this defect shall be considered irremovable with all the ensuing consequences (in particular application of rights from defective fulfilment or liability for damages).

IX. PRICE:

- 1. Value of price:** The Client is obliged to pay the Supplier the price stipulated in the Order. The price includes all costs related to the Goods or Services, including costs

for their packaging, transport, insurance, costs related to procuring documents for the Goods, etc. The Supplier undertakes to deduct a discount from this price for the Client, to which the latter may be entitled, even if the Client does not ask the Supplier to deduct the discount or does not enumerate its specific value. The Supplier is liable for the correct enumeration of the discount.

- 2. Original invoice:** The Client will pay the price via wire transfer **only on the basis of an original invoice**. Until the Supplier delivers the original invoice to the Client, the Client is not in delay in fulfilling its obligation to pay the price billed in the respective invoice.
- 3. Invoice requirements:** The invoice must meet the requirements for a tax document pursuant to Section 29 of Act No. 235/2004 Coll., on value added tax, as amended (hereinafter the "**VAT Act**") and must be issued pursuant to Section 11(1) of Act No. 563/1991 Coll., on accounting, as amended, in particular:
 - i. Order number;**
 - ii.** identification and specification of the Goods or Services;
 - iii.** quantity of Goods;
 - iv.** unit price of Goods;
 - v.** value of discount to which the Client may be entitled;
 - vi.** total price for Goods or Services after deducting the discount;
 - vii.** the invoice must include a document proving the due delivery of the Goods confirmed by the Client. The Supplier is obliged to issue a separate invoice for every Order.
 - viii.** The Supplier shall send the invoice with the address of the Client's registered office with a note on the invoice stating "*Delivered for Kooperativa pojišťovna, a.s., Vienna Insurance Group*". The invoices may be sent in electronic PDF format bearing a guaranteed electronic signature, to the e-mail address: uctarna@koop.cz or by post to the address:
Kooperativa pojišťovna, a.s., Vienna Insurance Group
Mailing room for supplier invoices
P. O. BOX 53
664 42 Modřice
- ix.** If a reason exists for the accrual of the Client's guarantor obligation pursuant to Section 109, VAT Act, the Client is authorized to pay the stipulated value of VAT on behalf of the Supplier directly to the tax administrator's account via the procedure under Section 109a of the same act. If the Client pays VAT on behalf of the Supplier in this manner, the Client is obliged to pay the Supplier only the agreed price excluding VAT for the duly provided fulfilment, and to inform the Supplier of such procedure immediately.
- 4. Correction, supplementation of invoices:** If the invoice - tax document does not contain the requirements specified above, or if these are incorrectly specified, the Client is authorized to return such invoice - tax document to the Supplier within the maturity date. The supplier is obliged to issue a new invoice - tax document with a new maturity date. In this case, the Client is not in delay in paying the original invoice - tax document. The Client reserves the right to offset the Supplier's invoice against a potentially billed Contractual Penalty.
- 5. Purchase price maturity:** The invoice is **due within 30 days** from its delivery to the Client, unless agreed otherwise. The Client is authorized to return an invoice which does not meet the requirements pursuant to these

Business Terms to the Supplier for revision and the deadline for its payment starts again only upon delivery of the corrected invoice, which meets the requirements. The contractual price is due after handover and takeover of the Goods or Services by the Client based on the Supplier's invoice and delivery note / handover protocol confirmed by the Client.

- 6. Payment of the price:** The date of payment of the price for Goods or Services in the case of wire transfer is the day on which the Client's payment services provided debits this price from the Client's account.

X. TERMINATION OF THE CONTRACTUAL RELATIONSHIP:

- 1. Severe breach of obligations:** Unless stipulated otherwise, a severe breach of the Supplier's obligations refers in particular to:
 - i.** delay in due and punctual fulfilment of the subject of the Order;
 - ii.** delay in fulfilling the obligations arising from rights from defective fulfilment;
 - iii.** breach of industrial or intellectual property rights pursuant to Art. XI of the Business Terms.
- 2. Lasting claims and provisions:** The contractual relationship expires upon withdrawal therefrom. Withdrawal or other means of terminating the contractual relationship do not lead to the expiry of:
 - i.** accrued claims arising from rights from defective fulfilment;
 - ii.** provision on warranty and liability for defects;
 - iii.** provisions on the nondisclosure obligation, protection of trade secrets, confidentiality of information and protection of the Client's know-how;
 - iv.** claims to compensation of damages accrued from a breach of the contractual relationship;
 - v.** other claims, as stipulated by applicable legal regulations.
- 3. Settlement by the contracting parties:** In the case of withdrawal from the contractual relationship by the Client pursuant to this article, the contracting parties are obliged to settle in the manner and by the deadlines stipulated by the Client. Within 30 days from the effective date of withdrawal, the Client is obliged to deliver a written notice to the Supplier as to how the mutual relationships shall be settled. In the written report on settlement, the Client:
 - i.** shall define the mutual claims accrued between the contracting parties by withdrawal and/or lasting mutual claims accrued based on the Order, especially claims to return the Goods, claim to return other fulfilment provided under the Order, claims to substitute monetary fulfilment, claims to payment of contractual penalties, claims to compensation of damages, claims arising from rights from defective fulfilment, etc.;
 - ii.** shall stipulate a reasonable deadline to fulfil the mutual obligations of the contracting parties from mutual settlement.
- 4.** The method of settlement and deadline stipulated by the Client are binding for both contracting parties. Costs incurred in connection with withdrawal from the contractual relationship and the potential return of provided fulfilment are borne by the Supplier.

XI. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS:

- 1. Protection:** The Supplier undertakes to ensure that its conduct does not lead to unauthorized intervention in the intellectual or industrial property rights of any third parties which enjoy protection under the legal code.
- 2. Authorization:** The Supplier hereby expressly declares that it is fully authorized to dispose of the industrial and intellectual property rights to the Goods and undertakes to ensure the due and undisrupted use of the Goods by the Client or its customers and transfer of the Goods by the Client to third parties.
- 3. Right of use:** The Supplier declares that from the date of takeover of the Goods, the Goods belong to the Client with the non-exclusive unlimited right to use the Goods in the widest possible scope in compliance with the valid legislation of the respective type of industrial or intellectual ownership. The right to use the Goods is not limited by time or territory, is transferred as a right free of charge, a transferable right with the right of sublicensing and an assignable right without the need for consent from the originator or owner of industrial or intellectual property. All remuneration for the provision of these rights is included in the price of the Goods.
- 4.** In addition to the rights from defective fulfilment pursuant to Art. VIII of these Business Terms, the Client is entitled to the payment of a contractual penalty by the Supplier for delay in fulfilling the Supplier's obligations arising from liability for defects in the Goods, equal to 0.5% of the acquisition price of the defective Goods (regardless of the potential discount on the purchase price) for every day of delay in fulfilling the obligations arising from liability for defects.
- 4.** In the case of the Client's delay in paying the price for Goods or Services, the Supplier is entitled to a contractual penalty equal to 0.01% of the owed amount for every day of delay, and to statutory default interest.
- 5.** The Supplier is obliged to ensure industrial property, respectively copyright soundness of the fulfilment pursuant to Art. XI of these Business Terms. In the case of any breach of rights subject to protection pursuant to this article, the Client is authorized to bill and recover from the Supplier a contractual penalty equal to CZK 250,000 for every proven breach.
- 6.** In the case of a breach of the Supplier's obligations concerning Trade Secrets pursuant to Art. XIV of these Business Terms, the Client is entitled to the payment of a contractual penalty by the Supplier equal to CZK 100,000 for every individual breach of these obligations, even repeatedly.

XII. LIABILITY FOR DAMAGES:

- 1. Liability for damages:** In order to stipulate the scope of compensation of damages incurred from a breach of the Supplier's obligations, the Supplier will be liable for all damages incurred by the Client, its customers or other parties in connection with the breach of its obligations from the contractual relationship, including damages which exceed the damages which the Supplier could have foreseen as a possible consequence of breaching its obligations. The Supplier is obliged to compensate the Client for damages, particularly including any amounts which the Client spends in connection to the breach of the Supplier's obligations, costs for the Client's proceedings conducted in connection to the breach of the contractual relationship, and any costs incurred in connection to defects in the Goods, including costs for dismantling the Goods, costs for new installation of the Goods, etc. The Supplier undertakes to compensate the Client for damages in full scope within 30 days from delivery of the written request.

XIII. CONTRACTUAL PENALTIES:

- 1. Contractual penalties:** All contractual penalties pursuant to these Business Terms **are always due within 30 days** from delivery of the billing of the contractual penalty to the other contracting party. The agreement of any contractual penalty within the contractual relationships regulated by these Business Terms does not have any impact on the Client's right to compensation of damages incurred from the breach to which the contractual penalty pertains. To avoid any doubts, the contracting parties expressly preclude the application of Section 2050, Civil Code.
- 2.** In the case of the Supplier's delay in the due and punctual fulfilment of an obligation, the Supplier shall pay the Client a contractual penalty of 0.5% of the total price of fulfilment for every day of delay.

XIV. TRADE SECRETS:

- 1. Trade secrets:** All information which has the nature of a trade secret pursuant to Section 504, Civil Code, or the nature of confidential information or confidential communication pursuant to the Section 1730 of the same act, provided to the Supplier, is considered confidential. The Supplier undertakes to preserve the confidentiality of any information concerning the contractual relationship with the Client, even if confidentiality is not specified. Furthermore, such information which is or was disclosed to the Supplier in connection with the contractual relationship with the Client and which is and/or could be part of a trade secret of the Client or a third party, likewise cooperating with the Client, i.e. for instance but not only descriptions or parts of descriptions of processes and patterns, the Client's know-how, information about operating methods, business or marketing plans, concepts or strategies or parts thereof, bids contracts, agreements or other arrangements with third parties, information about financial results, relations with business partners, internal affairs of the Client or third parties. Without prior express written consent from the Client, the Supplier must not provide or disclose any information or documents to third parties, which pertain to any contractual relationship between the Client and Supplier, which has already been and/or will be provided to it by the Client or otherwise disclosed. Prior express written consent is also required in the case of provision of information by the Supplier to its subcontractors in connection to fulfilling any contractual relationship between the Client and Supplier.
- 2. Duration:** The prohibitions arising from this clause remain valid even upon the termination of any contractual relationship between the Client and Supplier.

XV. PERSONAL DATA PROTECTION:

1. If personal data are processed based on the Order, the Supplier by accepting the Order, undertakes in compliance with Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "**GDPR**"), to process the personal data of the data subjects specified in the order:
 - i.** only as part of fulfilling the Order and the purpose arising from it and pursuant to the Client's instructions,
 - ii.** for the duration of fulfilment of the Order,
 - iii.** whilst binding to nondisclosure its employees who will participate in processing, even after the completion of Order fulfilment,
 - iv.** without involving other processors, unless the Client consents to this.
2. **The Supplier also undertakes to:**
 - i.** assist the Client via suitable measures when handling the requests of data subjects,
 - ii.** duly secure the personal data via technical and organizational measures pursuant to Art. 32, GDPR, and to inform the Client immediately of any security breaches,
 - iii.** assist the Client in fulfilling its other obligations pursuant to GDPR,
 - iv.** upon completion of the Order, either delete or return the personal data to the Client based on the Client's decision,
 - v.** provide the Client with any information and documents to prove the fulfilment of its obligations and allow it to audit processing.

XVI. FINAL PROVISIONS:

1. **Deadlines:** Unless expressly stated otherwise, it applies that deadlines are specified in business days.
2. **Change of circumstances:** The supplier accepts the risk of change of circumstances after the conclusion of the contractual relationship pursuant to Art. III of the Business Terms.
3. The contractual parties preclude the regulation of contracts concluded as standard-form contracts pursuant to Section 1799 and Section 1800, Civil Code, to their contractual relationships.
4. Unless the Order stipulates otherwise, the legal regime of obligational relationship established by the Order is governed by Act No. 89/2012 Coll., Civil Code, as amended.
5. Any disputes conducted in relation to the concluded contractual relationships shall be commenced and conducted before the relevant court of the Czech Republic.
6. **Governing law:** The rights and obligations of the contracting parties including the establishment of the contractual relationship, its validity and effectiveness are governed by the legal code of the Czech Republic, precluding the conflict of laws regulations and UN Convention on Contracts for the International Sale of Goods.