

Customer's Warranty VAT, IE, GDPR

1. By signing the Contract the customer warrants by his signature that in his case and with respect to the customer being natural person in case of legal entity in which the customer acts as a statutory representative, member of statutory body or as a shareholder and with respect to the customer being legal entity in case of a person who acts as a statutory representative, member of statutory body or as a shareholder of the customer, or in case of an entity in which supplier's statutory representative, member of statutory body or shareholder acts as a statutory representative, member of statutory body or as a shareholder, there is no ground for termination of currently existing registration for value added tax duty pursuant to Act No. 222/2004 on value added tax as amended („Act on VAT“), in particular on the ground that he does not conduct or has ceased to conduct business pursuant to Section 3 of Act on VAT, repeatedly within a calendar year fails to submit value added tax return or VAT control statement, repeatedly within a calendar year fails to settle own value added tax duty, is repeatedly not reachable at the address of registered office, place of business or in business premises or repeatedly breaches obligations in the course of tax supervision pursuant to Act on VAT. Parties to the Contract stipulate that the warranties provided in the previous sentence are deemed to be repeated in every moment of duration of the Contract or until the termination of tax duty of customer pursuant to Act on VAT concerning the Contract.
2. In case any of the warranties specified in paragraph 1 becomes untrue, incorrect or incomplete, the customer undertakes to inform the supplier about such circumstance without undue delay after gaining knowledge about it.
3. By signing the Contract the customer acknowledges that pursuant to Section 7b (5) of Act No. 82/2005 on illegal work and illegal employment and on amendment and supplementing of several statutes as amended (“Act on illegal employment”) the supplier may not accept and receive work or service from a customer illegally employing natural persons. Therefore the customer declares by signing the Contract that he is not a subject illegally employing natural person pursuant to Section 7b (5) of Act on illegal employment.
4. The parties to the Contract acknowledge that the customer asked the supplier to rely upon veracity, completeness and correctness of warranties specified in paragraph 1 and second sentence of paragraph 3 when signing the Contract. The supplier undertakes to perform the conduct pursuant to the previous sentence as requested by the customer.
5. The customer undertakes to indemnify and hold the supplier harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranties specified in paragraph 1 and second sentence of paragraph 3 (indemnity clause), in particular in case where as a result of inaccuracy, incompleteness or incorrectness of warranties specified in paragraph 1 the supplier will act as a surety for tax duty pursuant to Section 69b of Act on VAT as a person obliged to pay tax to tax authority pursuant to Section 69 (14) (b) of Act on VAT or in case where as a result of inaccuracy, incompleteness or incorrectness of customer's warranty specified in the second sentence of paragraph 3 the supplier will be subject to fine pursuant to Section 7b (7) of Act on illegal employment (or pursuant to other law imposing fine for breach of obligation pursuant to Section 7b (5) of Act on illegal employment).
6. In case any of the warranties specified in paragraph 1 and in the second sentence of paragraph 3 becomes untrue, incorrect or incomplete, the customer undertakes to inform the supplier about such circumstance without undue delay after gaining knowledge about it.
7. In case a fine is imposed with final effect to the supplier pursuant to Section 7b (7) of Act on illegal employment (or pursuant other law imposing fine for breach of obligation pursuant to Section 7b (5) of Act on illegal employment), the parties to the Contract have agreed that claim of the supplier for compensation of costs and damage pursuant to paragraph 5 is considered to be due upon the day when the decision on imposing of fine becomes final. The supplier has right to set off his claim for compensation of damage in the amount of paid fine and all costs pursuant to paragraph 5 against any (even undue) claim of the customer towards supplier or demand the payment of the claim from the customer.
8. The supplier undertakes to inform the customer in writing without undue delay after payment of the fine pursuant to paragraph 7 about such circumstance, specifying the claim of the customer which will be set off against compensation for damage in the amount of paid fine and all connected costs pursuant to paragraph 7 or demanding the payment of the compensation for damage in the amount of paid fine and all

connected costs. The decision on imposing of fine with indication of its final effect shall be enclosed with the notice.

9. The customer undertakes to provide to the supplier for inspection at any time in the course of duration of the Contract upon supplier's request documents and personal data of natural persons involved in providing of works and services to the supplier in the extent necessary for the supplier to verify whether the customer violates prohibition of illegal employment pursuant to Act on illegal employment, in particular Section 7b (5) of this Act.
10. In case the supplier determines from the documents provided pursuant to paragraph 9 that the customer is in breach of Section 7b (5) of Act on illegal employment, the supplier may withdraw from the Contract.
11. The customer further undertakes to indemnify and hold the supplier harmless from any costs and damage being a result of obligation to pay the fine or additional payments pursuant to Section 7b (2) of Act on illegal employment. The parties to the Contract have agreed that such claim of the supplier is considered to be due upon arising of the claim for compensation of costs or damage.
12. The parties to the Contract have agreed that in case a fine or obligation to additional payments is imposed with final effect to the customer pursuant to Section 7b (2) of Act on illegal employment and in case such obligation is transferred to the supplier, the supplier may set off his claim for compensation of damage in the amount of paid fine and all additional payments pursuant to paragraph 11 or in the amount of all additional payments and all related costs pursuant to paragraph 11 against any (even undue) claim of the customer towards supplier or demand the payment of the claim from the customer.
13. The supplier undertakes to inform the customer in writing without undue delay after payment of the fine or of additional payments pursuant to paragraph 12 about such payment, specifying the claim of the customer against which the sum of paid fine and additional costs pursuant to paragraph 11 or additional payments and all related costs pursuant to paragraph 11 will be deducted as a result of set-off performed pursuant to paragraph 12 or demand the payment of the compensation for damage in the amount of paid fine, additional payments and all connected costs pursuant to paragraph 11.
14. The customer undertakes at any time in the course of duration of the Contract upon request of the supplier to provide for inspection a record from the Commercial Register issued not sooner than 30 days prior to its providing.
15. The customer warrants by signing of the Contract his ownership of the bank account specified in the heading of the Contract and undertakes to use solely this number of bank account in the invoices drawn pursuant to the Contract.
16. The Customer is aware that for the purpose of fulfilling the contract he provided (or plans to provide) personal data of its managing directors, employees or other individuals (further referred to as „data subject“) to the Supplier. The Customer undertakes and by signing of the Contract confirms that he informed all data subjects, whose personal data have been provided or are going to be provided to the Supplier, were duly informed that their personal data are transferred to the Supplier and about all other terms of personal data processing by the Supplier in line with the Article 14 sec. 1 through 4 of the Regulation of the European Parliament and of the Council (EU) 2016/679 as of 27th of 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 Supplier shall provide the Customer with necessary assistance upon request.