



General Terms of Trade Skřivánek Language School

(hereinafter also referred to as the "GTT")

issued pursuant to the provisions of Section 273 (1) of Act No. 513/1991 Coll.

I.

Preliminary Provisions

1. These GTT shall form an integral part of any contract entered into between the Contractor and the Client.
2. For the purpose of these GTT, Skřivánek s.r.o., with its registered seat in Vyškov, U Jordánka 265/11, ZIP Code 682 01, ID No. 60715235, registered in the Commercial Register kept by the Regional Court in Brno, File C, Insert 15989, is referred to as the **Contractor**, and the entity that concluded with the Contractor
 - 2.1. **the Contract on Providing Language Lessons**
 - 2.2. **the Contract on Providing Language Audit**
 - 2.3. **the Contract on Providing Language Examination**(hereinafter also referred to as **the Contract**) is referred to as **the Client**, both are referred to as **the Parties**.
3. These GTT cover the terms and conditions under which, by virtue of individual Contracts or separate partial Contracts entered into in accordance with the Contract defining general contractual terms and conditions, the Contractor shall provide the Client with contractual performance (hereinafter referred to as the **Service/s**) within the scope of its trade licence and the objects of its business activities, the subject of which shall be in particular:
 - 3.1. lessons, especially language lessons, performed in the form of:
 - 3.1.1. classical lessons;
 - 3.1.2. lessons within the scope of an intensive residential course (hereinafter referred to as the IRC);
 - 3.1.3. e-learning lessons;
 - 3.1.4. Skype lessons;
 - 3.2. Language audit;
 - 3.3. a language examination.
4. The Contractor shall provide his Services under the terms and conditions defined in these GTT and the Client shall pay the agreed contractual price for all the Services provided; where a Service is provided without such price having been agreed, the Client shall pay a regular price.
5. The Contractor shall provide the Services through his employees, as well as through contracted external workforce.

II.

Written Form of Acts and Delivery

1. For the purpose of these GTT, the following, along with any other instruments in a documentary form, shall be regarded as written acts (hereinafter also referred to as **Written Documents, Written Form** and/or **in writing**):
 - 1.1. facsimiles (hereinafter also referred to as **Faxes**);
 - 1.2. electronic mail (hereinafter also referred to as **'e-mail'**);
 - 1.3. Contractor's electronic order forms (hereinafter also referred to as **'e-mail'**). Should an e-mail be sent from an address other than the one specified in the Contract, the written form shall be deemed to have been maintained if the message contains
 - 1.3.1. an electronic signature executed in accordance with special legal regulations (hereinafter also referred to as **the Signature**) and/or
 - 1.3.2. the number of the course/order/general Contract allocated by the Contractor, which shall serve as an agreed **password** for these purposes. If the e-mail includes the number of the course/order/general Contract, it shall be deemed by the Parties to have been signed by the relevant Party with the same effect as the Signature specified in Article II. 1.3.1. The Parties shall be liable for any losses incurred by the other Party as a result of abuse of the password.
2. The written document must include all the particulars defined in these GTT and it must be sent or delivered by the sender to the other Party
 - 2.1. as a written document to the postal address stated in the Contract;
 - 2.2. in the form of fax to the fax number stated in the Contract;
 - 2.3. by e-mail to the e-mail address stated in the Contract.
3. Provided the written documents were sent to the correct postal address, fax number or e-mail address, the day of delivery, or the moment of delivery, shall be, in the case of
 - 3.1. a document:
 - 3.1.1. for shipments delivered in person and/or by a courier, the day on which the receipt thereof is confirmed;

- 3.1.2. for standard shipments delivered using the services of a postal licence holder, the day of receipt indicated by the recipient in the document in a reliable manner;
- 3.1.3. as the day stated on the receipt for parcels delivered using a licensed deliverer; in the event that the recipient does not accept the parcel from the licensed deliverer, the third day after the parcel is consigned to the licensed deliverer;
- 3.2. faxes, the time of error-free transmission as indicated on the confirmation slip printed by the sender's fax machine;
- 3.3. e-mails, the time of delivery confirmation sent by the receiving device of the e-mail recipient, and if no such confirmation is available and there is no other proof (such as a breakdown confirmation from the mail server administrator), the day following the one on which the e-mail is sent, unless the sender receives a message that the e-mail cannot be delivered.

III.

Contracts

1. The Contract entered into between the Client and the Contractor, with the exception specified in these GTT, shall be entered into based on an enquiry by the Client (hereinafter referred to as **the Enquiry**) made in writing. All particulars and conditions that the Client specifies in his/her Enquiry as a **draft contract** shall be included in the concluded Contract only if the Contractor accepts them. In the text of these GTT, the subject-matter of the Contract is specified as a **Service, or lessons, audit or a language examination**, as needed. As of the effective date of Contract entered into between the Contractor and the Client, any and all provisions of these GTT shall become part of every, even partial, Contract having been concluded based on the Contract, even if the Contract does not expressly refer to these GTT.
2. In addition to standard particulars of an Enquiry as a draft contract, the Client shall be obliged to include the following in any such Enquiry:
 - 2.1. specification of the Service;
 - 2.2. the language that the required Service relates to;
 - 2.3. specification of general or specialized specialization of the Service (such as specialization of terminology in terms of the Client's scope of activities);
 - 2.3. volume of demanded Services (such as a number of students, a number of licences);
 - 2.4. a required deadline of providing the Service or launch of lessons or an audit and their duration;
 - 2.5. a required place of the Service performance (such as location of lessons or performance of an audit);
 - 2.6. a contact person.
3. If the Enquiry is delivered on working days and in regular working hours (hereinafter referred to as **the Working Hours**) of the Contractor's relevant office, the Contractor sends a reply to the Client in an appropriate period regarding the character and scope of the Enquiry. In addition to the reply to the Enquiry, the Contractor may send to the Client either
 - 3.1. a request to specify the Services required in the Enquiry or conditions of providing them; or
 - 3.2. an offer to realize the required Services and conditions of providing them; or
 - 3.3. a written draft contract, especially in the case of an Enquiry with higher extent of required Services (such as providing company language courses, etc.); or
 - 3.4. in the case of an Enquiry with a lesser extent of required Services (such as providing an individual language course) confirmation that the Contractor will provide the Services that are required in the Enquiry.
4. The Contract shall be entered into between the Client and the Contractor only after both Parties agree on its whole contents.
5. Individual Contracts entered into between the Contractor and the Client may take effect as part of an Enquiry using the means of remote voice communication (such as by phone) when
 - 5.1. the Contractor accepts the terms and conditions proposed in said manner and
 - 5.2. upon receiving the materials for completing the order, provides the requested performance for the Client, while the Client understands and agrees that
 - 5.3. in order to ensure due recording of Contracts and their contents, the communication between the Client and the Contractor may be recorded and archived for a period corresponding to the Contractor's justified interests, and
 - 5.4. subsequently, the Contractor may send **confirmation** specifying the contents of oral arrangements by email or in a different suitable form.
6. The Client agrees that the following, as amended, in effect as of the effective date of the Contract, will become an integral part of every Contract unless the Contract expressly specifies otherwise

- 6.1. all provisions of these GTT even in the case that the Contract does not expressly refer to them. In the event of any conflict between the provisions of the Contract and any other document stated in this Subsection, the provisions of the Contract shall prevail.
7. The Contract may only be amended in writing; the rules for the creation of the Contract shall also apply to any amendments of the Contract, as appropriate.
8. The Contract may be terminated:
- 8.1. by a written agreement between the Client and the Contractor
- 8.2. by a written act (withdrawal from the Contract)
- 8.2.1. in the event that the Contractor or the Client encounters irremovable obstacles preventing him from performing the obligation after the conclusion of the Contract;
- 8.2.2. for the reasons specified in the Contract, in these GTT and/or in the legal prescription that governs this contractual relationship.
9. The Client is entitled to withdraw from the Contract by a written notice delivered to the Contractor. In such an event the Client shall be obliged to pay to the Contractor **gratuity**, also marked as the **cancellation fee**, which is payable on the day when the notice of withdrawal from the Contract is delivered; if it is:
- 9.1. a Service, excluding the further specified Services -
- 9.1.1. the cancellation fee amounting to 30 % of the price for the Service without VAT if the Contract was withdrawn from before the launch of providing the Service
- 9.2. an intensive residential course -
- 9.2.1. the cancellation fee amounting to 30 % of the price for the course without VAT if the Contract was withdrawn from in the period longer than 7 calendar days preceding the day of launching the course
- 9.2.2. the cancellation fee amounting to 60 % of the price for the course without VAT if the Contract was withdrawn from in the period of 7 calendar days before the day of launching the course
- 9.3. FLEXI -
- 9.3.1. the cancellation fee amounting to 30 % of the price for the course without VAT, but maximum amounting to CZK 1,000, if the Contract was withdrawn from in the period longer than 7 calendar days preceding the day of launching the course
- 9.3.2. the cancellation fee amounting to 100 % of the price for the course without VAT if the Contract was withdrawn from in the period of 7 calendar days before the day of launching the course
- 9.4. a course with a prepaid number of lessons -
- 9.4.1. the cancellation fee amounting to 30 % of the price for the course without VAT if the Contract is withdrawn from before the lessons are launched, but maximum cancellation fee amounting to CZK 1,000
- 9.5. e-learning lessons in further determined cases -
- 9.5.1. E-solutions
- 9.5.1.1. the cancellation fee amounting to CZK 500 if the Contract is withdrawn from before the licence is launched
- 9.5.2. Tea-learning
- 9.5.2.1. the cancellation fee amounting to CZK 300 if the Contract is withdrawn from before the licence is launched
- 9.5.3. Skype lessons
- 9.5.3.1. the cancellation fee amounting to 30 % of the price for the lessons without VAT if the Contract is withdrawn from before the lessons are launched, but maximum cancellation fee amounting to CZK 1,000
- 9.6. language audit -
- 9.6.1. the cancellation fee amounting to 30 % of the price for the audit without VAT if the Contract is withdrawn from in a period shorter than 48 hours before the date the audit was to be launched, but maximum cancellation fee amounting to CZK 5,000.
- 9.7. language examinations -
- 9.7.1. the cancellation fee amounting to CZK 0 if the Contract is withdrawn from before the proper registration period finishes
- 9.7.2. the cancellation fee amounting to 100 % of the price for the examination without VAT if the Contract is withdrawn from after the proper registration period finishes
10. Should the Client request this after receiving partial performance in further specified events:
- 10.1. a public course;
- 10.2. a course with a prepaid number of lessons;
- 10.3. e-learning lessons in further determined cases;
- 10.3.1. E-solutions;
- 10.3.2. Skype lessons; the Contractor will enter into an agreement with him based on which the Client shall be entitled to withdraw from the part of the Contract that has not been performed yet with the obligation to pay the cancellation fee, in the case of:
- 10.1.1. the cancellation fee amounting to 50 % of the price without VAT for the lessons that have not been performed yet
- 10.2. a course with a prepaid number of lessons -
- 10.2.1. the cancellation fee amounting to 30 % of the price without VAT for the lessons that have not been performed yet, but a maximum cancellation fee amounting to CZK 1,000
- 10.3. e-learning lessons in further determined cases:
- 10.3.1. E-solutions -
- 10.3.1.1. the cancellation fee amounting to CZK 5,000
- 10.3.2. Skype lessons -
- 10.3.2.1. the cancellation fee amounting to 30% of the price without VAT for the lessons that have not been performed yet, but maximum cancellation fee amounting to CZK 1,000
Including the fact that the Contractor is entitled to an aliquot part of the price with added rate of VAT of the whole price for the Service corresponding to the scope of performance provided by the Contractor to the Client as at the date of concluding the agreement. It expressly applies that the Contractor is not obliged to accept any different arrangement. It also expressly applies that the Contractor is not obliged to accept this agreement in the event that the Client has made it impossible for the Contractor to provide him with the performance (e.g. by the Client not attending the lessons).

IV.

Performance of the Service

- The Contractor shall perform the Service properly when it is finished in the scope and under the conditions stipulated in the Contract.
- If the Service is provided using electronic means (such as in the form of access to the Contractor's website), the Contractor sends or gives to the Client **access data** (such as the access password). The Client is obliged to keep these data secret and he is responsible for the damages that would occur to the Contractor due to their misuse. Use of access data that have been sent to the Client from any external device shall be ascribed to the Client with a possible record in the relevant database of the Contractor.
- The Client is obliged to take the Service (lessons) over at the place and in the manner stipulated in the Contract.
- The Client is obliged to confirm to the Contractor takeover of the Service without delay, while such confirmation is in the case of
 - classical lessons and IRC a signature of the student in the attendance sheet;
 - e-learning lessons confirmation of receiving the access rights;
 - Skype lessons accepting / not contradicting the e-mail report of the lecturer on the realised lessons;
 - language audit written confirmation of taking over the Service by the contact person of the Client;
 - a language examination accepting / not contradicting the notice of the Contractor of registration to the examination.
- The Service the subject-matter of which are lessons is not provided late if the Contractor provides substitute lessons for the lessons cancelled in the matter and for the reasons anticipated in the Contract after the time period determined for the lessons specified in the Contract expires.
- Should, in the case of a Service the subject of which are lessons, the Client make it impossible to perform the duly offered lessons in a different way than is anticipated in the Contract, he loses his right to provide substitute lessons and the Contractor shall be entitled to payment for these lessons at the moment when he offered them to be taken over by the Client. The same applies in the case when the Client does not confirm to the Contractor takeover of any different duly performed Service without providing a reason anticipated in the Contract.
- In the event that the Contractor fails to perform lessons (e.g. due to a lecturer being sick), the arranged lessons that have not been taught shall be taught in a substitute term upon a mutual agreement between the Contractor and the Client.
- If the subject-matter of the Contract are classical lessons (either individual or group lessons) that are invoiced monthly and retrospectively, then:
 - if an arranged **lesson** is cancelled at least 24 hours before being launched, this lesson is cancelled and shall not be invoiced to the Client until the limit specified in art. IV.8.4. is reached unless the Client and the Contractor agree on its substitute performance. This provision does not apply especially for group half-yearly lessons for the public;
 - if an arranged lesson is cancelled later than in the period specified in art. IV.8.1., such arranged lesson expires without the right to a substitute lesson and is paid in the same manner as a lesson that has been taught;
 - if lessons do not regularly take place on Saturday and Sunday, only working days are considered for the periods for cancelling lessons;
 - in compliance with art. IV.8.1. the Client is entitled to cancel at most 25 % of arranged lessons of one course in each month unless it is stipulated otherwise in the cases arranged in advance. The outstanding lessons shall

be invoiced as duly taught by the Contractor even if they were cancelled in time.

V.

Warranty Period, Complaint Periods and Claims Resulting from Liability for Defects in Services

1. A Service is defective if it is not provided in compliance with the Contract.
2. The Client is obliged to exert his claims resulting from the Service defects in writing without undue delay after he discovers them, but at the latest in 7 days from the day when the Service was provided. For this purpose, a Service having been provided is considered in the case of:
 - 2.1. classical lessons, IRC and Skype lessons every single realized lesson regardless of the total arranged duration of lessons;
 - 2.2. e-learning the moment of handing over access rights;
 - 2.3. language audit performance of testing students;
 - 2.4. a language examination participation in the examination.
3. Claims resulting from liability for defects shall extinguish if they are asserted for reasons excluded by the Contract and/or these GTT and/or after the expiry of the complaint period.
4. The Client undertakes to submit any complaints relating to defects of a service in writing without undue delay after discovering the defects. In the complaint, the Client shall specify:
 - 4.1. the reason for the complaint;
 - 4.2. clear identification of the Service provided (course number, etc.);
 - 4.2. the time and method of discovering the defect/s;
 - 4.3. description of the defect/s and the frequency of its/their occurrence, if applicable;
 - 4.4. possible unmodified audio and/or audio-video record.
5. Should the complaint be found justified, the Contractor shall provide the Client with either an adequate discount of the price for the Service without VAT corresponding with the character and scope of the defects or, if the subject-matter of the Service are lessons, substitute lessons and/or a change of the lecturer; the Client shall choose what he prefers.

VI.

Price, Invoicing and Due Dates

1. If the price is not released by the Contractor in advance, the basis for arranging it shall be a quotation that the Contractor submits to the Client and that includes prices and price conditions and/or a method of determining them.
2. The Contractor shall be entitled to ask for a partial or full payment in advance even if this has not been agreed in the Contracts. For this purpose, the Contractor shall be entitled to issue relevant invoices and/or advance invoices to the Client. Unless expressly agreed otherwise in the Contract, said invoices and/or advance invoices shall be payable by the due dates indicated on the invoices.
3. Unless expressly specified otherwise, all the prices, as well as any other amounts, shall be deemed to have been listed exclusive of VAT.
4. If the price of a particular Service has not been arranged in the Contract, the Contractor invoices to the Client as a price for such a Service the price for Services according to the pricelist of the Contractor's office that has provided that Service; such pricelist shall be effective as at the day of providing that Service. If the price for the Service is not included in the Contract and in the pricelist, a price usual at the time and place of providing the Service shall be invoiced.
5. If an invoice was not issued at the time of ordering the Service, individual Services shall be invoiced as of the date of the actual taxable transaction and performances provided under Contracts entered into for a longer period of time shall be invoiced as at the last day of the previous month. All underpayments and overpayments, if any, as well as other claims, shall be accounted for on the invoice relating to the following month.
6. The Contractor shall issue to the Client an invoice containing all the particulars of a tax document (hereinafter also referred to as the **Invoice**). Individual orders shall be invoiced either at the time of ordering them or as of the date of pursuing taxable transaction and performances provided under Contracts entered into for a longer period of time shall be invoiced collectively for all Services provided in the previous month by the fifteenth day of the following month.
7. The Client shall pay the Invoice by the due date which is 14 days from the date of issuance of the Invoice, with the exception of Invoices for contractual fines and cancellation fees. All payments must be duly identified.
8. If the amount that the Contractor has invoiced is not paid in cash, crediting the relevant amount in the Contractor's account is considered to be the payment for purposes of these GTT.

9. In the event of delay with payment, the Client shall be obliged to pay to the Contractor a contractual fine amounting to 0.1 % of the amount due for each day of delay.
10. In the event of a delayed payment, the payment, regardless of the way it is identified by the Client, shall be first set off against the late payment interest, the contractual fine/s and the cancellation fees; and only then against the remaining part of the payment in an order corresponding to the due dates thereof.
11. In the event that the Client is in delay with the payment of the Invoice for advance, partial or full payments, or if the Client fails to make said payments or any other payments for a period longer than 30 days from the due date, the Contractor shall be entitled to:
 - 11.1. withdraw from the Contract with the effects of the withdrawal occurring as at the day of the withdrawal. In the case of Contracts entered into for a longer period of time, all pending partial Contracts entered into as part of a Contract for a longer period of time shall terminate as of the date of withdrawal; and/or
 - 11.2. terminate the Contract by notice; and/or
 - 11.3. require the Client to provide a security for its present and future receivables; it shall be up to the Contractor's discretion to decide about the suitability and/or adequacy of such measures; and/or
 - 11.4. suspend provision of his Services to the Client until full payment of his receivables, including those resulting from the Contracts which have not yet been performed, and such suspension shall be regarded as the Contractor's violation of the Contract. All time limits specified in the Contracts which have not been performed yet shall be extended by period for which the Client is in delay with payment.
12. The Contractor shall be entitled to authorise a third party to recover his claims, and to provide to such third person for said purpose the Client's personal data along with any information relating to the receivables. The Client shall treat the third party as a duly authorised collecting representative of the Contractor.

VII.

Principles of Cooperation

1. The Parties undertake to always state the number of the Contract, order or course within their mutual contact.
2. The Client undertakes to provide the Contractor in a timely manner with all background documents, materials and information necessary for the provision of the Service.
3. The Contractor undertakes to inform the Client of circumstances that could threaten timely performance of the Service to the Client; the Contractor shall inform the Client of such circumstance without undue delay from occurrence of a below-mentioned fact.
4. The Client shall be obliged to inform the Contractor without undue delay about any and all circumstances that may affect the performance of his contractual obligations including the obligation to pay the agreed price in a timely manner, as well as about being in the process of liquidation and/or having been adjudicated bankrupt pursuant to the Insolvency Act.

VIII

Special Provisions

1. Should, within a Service, the contractor use material (such as a document with a specialized text, audio or video record) that has been provided to him by the Client, the Contractor has no responsibility for possible consequences related to violating copyright prescriptions.
2. The Client guarantees to the Contractor that claims of authors of the materials specified in art. VIII.1. that he submitted to the Contractor for performance of the Service have been/will be duly settled, and should any claims of third parties be asserted against the Contractor, the Client shall hold the Contractor free and protected from any such claims and provide the Contractor with all the assistance necessary to defend the Contractor's interests.
3. Without an explicit written agreement of the Contractor, the Client is not allowed to contact the lecturer or the auditor (hereinafter referred to as the **Lecturer**) in business matters especially related to the Service being currently provided to the Client.
4. Within the contact between the Client and the Lecturer, the Client is not allowed to discuss with the Lecturer matters related to financial and trade terms and conditions of the Service and he undertakes to inform the Contractor without undue delay of any new arrangement with the Lecturer.
5. The Client is not allowed to enter into business relationships with Lecturers of the Contractor who he has come into contact with in connection with performance of the Contract (it also involves concluding business relationships in the area of translations and interpreting), and he is also not allowed to submit enquiries of Services to them on his own or through any third parties, and he is also not allowed to make use of their offer involving

Services. The Client is not allowed to do any of this during the period when the Contract he has entered into with the Contractor is valid and during 12 months following termination of the Contract. This ban does not involve those Lecturers of the Contractor who had demonstrably provided a service identical with the subject-matter of the Contractor's business activities to the Client before the Client launched cooperation with the Contractor.

6. The Client undertakes to avoid any other possible forms of dishonest competition towards the Contractor and any behaviour that would cause detriment to the Contractor.
7. Should the Client violate any of the duties stated in this Article of the GTT, the Client is obliged to pay a contractual fine amounting to CZK 100,000 to the Contractor for each case of violation of his duties; this also applies to repeated violations of his duties. The contractual fine invoiced by the Contractor to the Client shall be payable within 15 days of the delivery of the invoice, and the fine paid shall not be included in any compensation of incurred losses.

IX Confidentiality Obligation

1. The Contractor's obligation defined below in this Article shall be applicable if there is/will be no other special confidentiality agreement entered into between the Contractor and the Client, regardless of the way said agreement is titled.
2. The Contractor shall be obliged to maintain the strictest confidentiality of any and all information concerning:
 - 2.1. the Client which the Contractor learns during his activities for the Client;
 - 2.2. the Client's customers and partners who the Contractor gets to know during performance of his Services;
 - 2.3. the contents of initial materials, if they were provided to him by the Client for providing the Service (lessons).
3. The confidentiality obligation shall not apply to any information which demonstrably has any of the following characteristics:
 - 3.1. it had been publicly known or publicly accessible before it was made available to the Contractor;
 - 3.2. the information must be provided to a third party by virtue of an obligation resulting from the applicable legislation and/or the disclosure was ordered by a decision/a measure of a public authority the Contractor is obliged to comply with.

X. Consent to Personal Data Processing and to Sending Commercial Announcements

1. The Contractor collects information on and keeps an updated database of its customers, including the Client. The database contains personal data (including the dates of birth and a birth numbers, if allocated) and identification and operation data. The Contractor shall have the right to process said data manually and automatically, itself or through third persons, and to use said data in accordance with the applicable legislation for the purposes defined in and/or allowed by the legislation, and also for the purposes of performance of the Contract, protection of its interests and for other agreed purposes.
2. By submitting an Enquiry and/or by entering into a Contract, the Client expresses his agreement with the processing of his personal data, i.e. agrees that the Contractor, acting as the administrator, as defined in Act No. 101/2002 Coll. on the protection of personal data, will process his personal data acquired in connection with the Contract and the performance thereof, to the extent defined in the Contract and/or in materials relating to the provision of Services and/or in materials to be subsequently provided by Client to the Contractor during the performance thereof.
3. Said data shall be used by the Contractor in particular for the agreed purposes, for the purposes of the performance of the Contract and to a reasonable extent for presentation of the Contractor to customers and partners of the Contractor, unless expressly stated otherwise by the Client in a specific case.
4. By submitting an Enquiry and/or by entering into a Contract, the Client expresses his approval with the fact that the Contractor may send the Client commercial announcements with regard to products offered by the Contractor or its subsidiary and partner companies; said products may be offered to the Client, and the Contractor may enquire about the Client's satisfaction with existing products.
5. The Client acknowledges that the consent mentioned above, which is granted for an indefinite period of time, may be withdrawn in writing at any time without stating a reason, provided such withdrawal does not prevent or significantly aggravate the contractual cooperation.

XI. Termination of Contract

1. A Contract may be terminated by the methods allowed by the applicable legislation and/or by the methods defined in the Contract and/or these GTT.
2. Provided the Contract is entered into for an indefinite period, each of the contracting Parties may withdraw from the Contract. The notice period shall be 3 months and it shall begin to run on the first day of the month following the delivery of the notice.

XII. Final Provisions

1. Unless stated otherwise in a Contract or these GTT, the contractual relations with the Client shall be governed by the relevant provisions of the Civil Code and/or the Commercial Code, depending on whether the Client is a business person or not, and by other applicable legislation and also by the following documents, regardless of whether they are appended to the Contract or not: these General Terms of Trade. By signing a Contract or by entering into a Contract, the Client confirms that he is aware of the content of the above-mentioned materials, as well as any other materials referred to in these GTT.
 - 1.1. If the materials specified in art. XII. are amended, 1. the Contractor shall be obliged to notify the Client in an appropriate manner before the new version becomes effective. An appropriate manner shall be deemed to include in particular:
 - 2.1. publication on the Contractor's internet website www.skrivanek.cz;
 - 2.2. notification of publication of the new version on the Client's e-mail address;
 - 2.3. sending the updated version thereof to the Client's e-mail address;
 - 2.4. sending the updated version thereof in the written form to the mailing address of the Client; whereas the Contractor shall be entitled to choose the manner of notification to be used.
 3. Any change in the data stated in the heading of the contract, such as the postal address or telephone numbers, must be notified without undue delay by the Party whose data have been changed to the other Party.
 4. The wording of these GTT shall be binding on the parties to a contract.
 5. These GTT become effective on 1/2/2012.

Ing. Pavel Skřivánek, Company Proxy-Holder

