

GENERAL TERMS & CONDITIONS ("GT&C") of commerce

issued by the Czech Arctic Research Station on the Svalbard archipelago

1. Introductory provisions

1.1 To suit the purposes of these GT&C:

- a) the word "Provider" shall be understood to mean the **Czech Arctic Research Station (CARS)** on the Svalbard archipelago, i.e. a scientific facility owned and operated by the University of South Bohemia based in *České Budějovice* and headquartered at *Branišovská 1645/31a, 370 05 České Budějovice*, incorporation number (IČO) 60076658. Contact address in Norway: Czech Arctic Research Station, NO: 911 879 689, Vei 401-42, 9170 Longyearbyen, Svalbard, Norway; contact address in the Czech Republic: "Přírodovědecká fakulta, Jihočeská univerzita v Českých Budějovicích, Branišovská 1760, 370 05 České Budějovice", cars@prf.jcu.cz (hereinafter only "CARS" and/or "Manager");
- b) the word "Client" shall be understood to mean a legal entity to which the Provider renders services intended to support the entity's scientific activities and/or for which the Provider organizes projects to be supported by the CARS infrastructural resources [Communication from the Commission, Article 19; Activities of a non-economic character - Framework for State aid for research and development and innovation (2014/C 198/01)];
furthermore
- c) the Provider and the Client shall be commonly called the "Contractual Parties";
- d) the word "service" shall cover all services offered by the Provider as specified in the Offer List;
- e) the word "Service" shall mean a service specifically required by the Client;
- f) the "Order Form" is an Offer List whereon the services are specified;
- g) "Order" shall mean a transaction accomplished by & between the Client and the Provider, specifying the place where and the dates when the Provider is expected to render the required Service;
- h) "Personal data" are any information on the Client's data subject according to which the subject could be identified, directly or indirectly;
- i) "Price" is a sum to be paid for using the CARS infrastructure;
- j) the word "Contract", as employed in these GT&C, shall mean a Contract on Providing Services - such Contract shall be represented by a specific Order properly placed by the Client with reference to the Provider's Offer and duly accepted by the Provider.

1.2 These GT&C stipulate rights and duties following from a Contract in which the Provider shall undertake to render to the Client Services as specified according to the Offer List (only the "Services" hereinafter) and the Client shall undertake to pay for the Services an agreed-upon price.

1.3 Rights and duties established between the Provider and the Client shall be governed by the law of the Czech Republic, primarily by Act #89/2012 Coll., Civil Code, as amended (only the "Civil Code" hereinafter). Possible disputes arising between the Provider and the Client shall come under the jurisdiction of a territorially and materially appropriate court of law as specified in the relevant provisions of Act 99/1963 Coll., Civil Procedure Code, as amended.

- 1.4 The Client agrees that the rights and duties of the Provider and the Client be governed by these GT&C whose updated version is always available at the CAR Station, the Faculty of Science (FoS) of the South Bohemian University in *České Budějovice* and on the relevant website. The Client accepts that the Provider be allowed to make reasonable amendments to these GT&C even without first consulting the Provider. Such unconsulted amendments shall be communicated to the Client by updating the GT&C as they are available at the places listed above. The Client shall then be entitled to withdraw from the related Contract on Providing Services in writing within 30 (thirty) calendar days of when the amended GT&C were published. The Client shall send the written notice of withdrawal by registered mail through a renowned provider of postal services to the Provider's CR contact address. In case the Client does not apply the right within the 30 days mentioned above, he shall be considered to have accepted the updated GT&C.
- 1.5 The GT&C shall always be regarded as a constituent part of Contract concluded between the Provider and the Client. Provided the binding Order and/or another agreement of the Parties on services (e.g. a framework agreement) stipulate otherwise, they will take precedence over these GT&C.
- 1.6 The Client hereby declares that the person acting for him is empowered to perform all acts in law required within the scope of the Contract.

2. Contract

- 2.1 The subject-matter of the Contract on Providing Services encompasses Services to be provided to the Client according to a filled-in Order.
- 2.2 The Client shall order the Services that he wishes to be provided to him (in quantities and at a place of his choice) as follows:
 - a) by sending the filled-in Order Form to the e-mail address of cars@prf.jcu.cz;
 - b) by coming in person to the Czech Arctic Research Station on the Svalbard archipelago or by using the contact address in the Czech Republic.
- 2.3 The Client accepts that, having taken a step of those described above, he placed an Order which represents a draft Contract, and he also unreservedly agrees with the GT&C provisions as applicable at the time of the Order placement. The Contract itself shall be considered concluded when the Client receives from the Provider a binding acceptance of the Order.
- 2.4 The Client shall be responsible for the correctness of facts filled in the Order. When so asked by the Provider, the Client shall be obligated to submit all documents needed to prove the facts as correct. Unless agreed otherwise between the Provider and the Client, any and all requirements shall be specified by the Client no later than when the Order is being completed.
- 2.5 The Client undertakes to pay the price of Services that he has ordered as the price is quoted for the individual kinds of Services in consideration of an updated cost calculation.
- 2.6 The Client shall be obligated to pay the price of services in accordance with these GT&C, against an issued taxation document / invoice. Such document / invoice shall be paid within 21 (twenty one) days of issuance. The payment shall be made solely by a non-cash bank transfer to the Provider's bank account, and the price shall be considered duly paid in the 21-day period specified above provided the sum is credited to the Provider's account no later than by 24:00 on the last day of the period.

2.7 The Client accepts that the Order can be canceled or modified in response to unpredictable circumstances or contingencies on the Provider's side. Should this happen, the Provider shall notify the Client of the cancellation and/or modification of the Order without undue delay, and the Client shall be refunded all his already made payments. Unless agreed otherwise between the Contractual Parties, the payments shall be refunded using the same method of paying as employed to make the specific payments.

3. Prices of services

3.1 The prices of different Services will follow from an updated calculation of their costs which is included in the Order Form and available also in printed form at the CAR Station, at the Faculty of Science and on our website.

3.2 The price of ordered Services shall be paid exclusively by a non-cash bank transfer to the Provider's bank account, however the Client and the Provider may agree on a different method of payment.

3.3 All bank charges and fees incurred in relation to paying the price of Services shall be covered by the Client.

4. Rights and duties of Contractual Parties

4.1 After the price of ordered Services is paid, the Provider shall be obligated to render the Services as agreed in regard to their scope, quality, place and dates specified in the Order.

4.2 The chosen Services shall be provided to persons identified in the Order. Unless arranged otherwise between the Contractual Parties, the person who is supposed to be the recipient of the Services shall be obligated to arrive at the place of Service provision on the date agreed upon, but inclement weather or any other contingencies shall be taken into consideration.

4.3 The service recipients shall be obligated to familiarize themselves with the Services, with these GT&C and any other relevant information, particularly with the Operation Rules. The persons will have to assess their own state of health and physical fitness, if adequate or not to be provided the ordered Services. The Services shall be provided to them at their own risk and the Provider shall be nowise held responsible for any health problems of Client's persons possibly attributable to the provision of Services.

4.4 The Client shall be obligated to obey the instructions issued by the facility managers and by properly trained employees of the Provider.

4.5 While pursuing his research activities, the Client shall be obligated to cooperate with the facility manager, particularly when the Client wishes to use laboratories and/or the means of transportation; he shall also communicate in good time his plans and requirements as needed to schedule the use of individual premises and their equipment.

4.6 If the Client chooses to cater for himself and provide his own food, he shall cooperate with the Payer House operator in using the kitchen of this facility.

4.7 The Client shall be sensitive (particularly during the summer season operation) to the needs of the other users of facilities and equipment as regards their privacy, space requirements and the cooperation in preparing schedules.

4.8 In case the Services cover the use of CARS equipment, the Client shall be obligated to get thoroughly acquainted with the condition and function of individual equipment items. The Client hereby declares that his people have been rigorously trained in using

the equipment and they hold all the permits, licenses and/or certificates possibly required to operate the above-specified equipment.

- 4.9 If so asked by the Provider, the Client shall submit the individual documents permitting, licensing and/or certifying his people to use the different pieces of equipment, provided their usage is included in an ordered Service.

The Client himself shall be responsible for registering in the "Research in Svalbard" database those research projects that he will carry out in Svalbard with reliance on the provided services, and for obtaining all the required documents, including the damage liability insurance.

- 4.10 The Client shall be entitled to be given the equipment provided to him as a part of a Service in a fully operational condition, free from any defects.
- 4.11 The Client undertakes to use the equipment provided to him as a part of a Service exclusively in a manner adequate to its character and purpose; he shall also take all precautions to prevent any damage to the equipment.
- 4.12 In using the equipment provided to him as a part of a Service, the Client shall become conversant with all the relevant legal regulations, first and foremost the hygiene, fire-fighting, safety and environment protection regulations, and he shall comply with them.
- 4.13 The Client himself shall be responsible for keeping the Provider's facility in good order, and with the Services terminated, he shall tidy up the utilized premises and put the employed equipment back where it belongs.
- 4.14 Publishing the research outputs produced thanks to using the CARS facilities, the Client shall be obligated to express the thanks using this sentence:
"The authors wish to thank the Czech Arctic Research Station of the University of South Bohemia in České Budějovice".
- 4.15 The Provider shall be allowed to refuse providing a Service and/or to discontinue its provision in case:
- a) the Client will conduct in a manner contravening the applicable legal regulations and/or the Provider's moral principles;
 - b) the Client will not appear for the Service without prior notice;
 - c) the Client will use the Provider's equipment lent to him as a part of a Service in a manner defeating its purpose or disregarding its intended application;
 - d) the Client will flagrantly violate the basic regulations of hygiene, fire-fighting, safety and environment protection legislation.

5. Reporting duties; damage compensations; sanctions for breaching contractual provisions

- 5.1 The Client shall report immediately and in person (or in writing, if so required) any weighty matters potentially detrimental to the Provider's property.
- 5.2 The Contractual Parties shall be obligated to prevent damages and adopt all measures needed to discontinue damages in progress.
- 5.3 The Client or a person allowed by the Client to access and/or handle the Provider's property shall be obligated to compensate for any damages that the Client / person inflicts on the Provider's equipment. Such compensation shall consist in repairing or completing the equipment so that its previous condition is fully restored - alternatively, the equipment's price shall be refunded. The method of compensation for a specific damage may be decided by the Provider.

- 5.4 In case the Client fails to repair the equipment or the damage without any undue delay, the Provider shall be allowed to take care of the necessary repair jobs himself or through a third party. If so, the Client shall be obligated to repay to the Provider in full the expenses thus spent.
- 5.5 The Provider shall not be held responsible for any damages that the Client or other persons may sustain because of an accident, a theft or in any other way, neither shall he be liable for injuries, damaged health or destroyed property, may such events be attributable to any causes.
- 5.6 Breaching duties imposed in these GT&C shall be considered the violation of contractual provisions and, if resulting in a damage, the damage shall be recoverable.
- 5.7 If the Client relocates a piece of the Provider's equipment without first obtaining his consent, the Provider may charge a lump-sum contractual penalty up to 10,000 (ten thousand) NOK for each such case. The same applies to a situation in which the Client allows using such a piece of equipment to a third party. This provision notwithstanding, the Client shall still be obligated to compensate the Provider for any damages he may do to the Provider's equipment.

6. Complaints and withdrawal from Contract

- 6.1 The Provider shall be obligated to render his Services in compliance with Contract concluded according to these GT&C. The Provider shall also keep the Client informed on the scope, conditions and ways of lodging complaints concerning any defects of the services.
- 6.2 Should the Provider fail to meet his contractual duties properly and in good time, the Client shall be entitled to lodge a complaint about the Services, but the complaint has to be lodged no later than within 24 hours of when the Service was provided.
- 6.3 Should the Client find that the Services he ordered were performed in a defective manner, he shall report the fact to the Provider without undue delay. If the Client fails to do so, his rights possibly following from the defective performance shall be denied by the Provider.
- 6.4 The Provider shall be obligated to give the Client a written confirmation of a lodged complaint, of its contents and the manner in which the Client demands the complaint to be handled. Such complaint shall be handled without undue delay, or possibly as agreed between the Contractual Parties.
- 6.5 The Client cannot complain and ask for financial compensation if the cause of the complaint follows from a Force Majeure event.
- 6.6 The Client shall not be allowed to withdraw from the Contract in case the relevant Services have already been provided.
- 6.7 Should the Provider violate the Contract, the Client shall be allowed to withdraw from the Contract without undue delay, starting from when he learned of the violation.
- 6.8 Should the Client withdraw from the Contract, he shall demonstrably communicate the withdrawal to the Provider by making a unilateral written legal transaction.

7. Other provisions

- 7.1 The Client can be sent mail to the e-mail address of his specification. The Provider shall receive mail from the Client at the e-mail address specified in Article 1.1, a), or in another way agreed between the Contractual Parties.

7.2 The Client and the Provider have agreed that the Provider shall not be held responsible for any damages possibly caused by third parties, other than the Provider, neither for damages resulting from an exceptional, unpredictable and/or insurmountable obstacle emerging independently on the Provider's will, including, but not limited to, damages attributable to natural disasters and/or similar occurrences. The Client accepts that inclement weather or other external influences may render the Provider incapable of guaranteeing proper and timely transportation service, provided such service was agreed between the Provider and the Client.

8. Processing personal data

8.1 In consideration of legal relations established by the Contract, the Provider will process the Client's personal data as follows:

a) processing personal data in executing the Contract cannot be avoided. In case the Client's data subject chooses to disagree that his data be processed for this purpose, the Contract cannot be concluded. The personal data of a Client's data subject will, therefore, be processed only as much as necessary, always in keeping 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (only the "Regulation" hereinafter), together with a body of information related to the Contract's subject matter (e.g. the identification of services; methods of their payment and payment-related information such as the number of a bank account wherefrom the services will be paid, etc.). The Provider shall be authorized to process this scope of personal data so as to protect his rights in a possible dispute with a Client's data subject.

8.2 The Provider shall process the personal data in his own right and using his own means.

8.3 The Provider shall pass the personal data of a Client's data subject on other entities only when the entities are legally entitled to access such data (criminal prosecution bodies; other surveillance agencies legally authorized to access such information), and/or as necessary to protect the Provider's rights (a court action).

8.4 The Client's data subject shall have all rights given to him by the general data protection regulations and by any other relevant acts of legislation.

8.5 The Client's data subject may especially ask that the Provider informs him about how his the personal data are being used for purposes specified above. If the data are used to decide on the rights of the Client's data subject, the Provider shall be obligated to tell the Client's data subject, without undue delay, about at least the purpose of the data processing; their categories being processed; their receivers and/or receiver categories; and the ways of their automated processing.

8.6 Client's data subject, believing that the Provider handles his personal data in contravention of the law, shall be entitled to file a complaint. He may also require that the operator makes amends, deletions and/or introduces restrictions on processing and transferability of the data.

8.7 Any inquiries, suggestions and/or comments concerning the protection of personal data can be sent to a person commissioned to protect the data through the vu8j9dv data box; the poverenec@jcu.cz e-mail address; or in a written communication addressed to "Branišovská 1645/31a, 370 05 České Budějovice".

8.8 Any time a Client's data subject has a reason to believe that his personal data are being processed without sufficient justification (particularly when the Provider fails to respond to his demand for information and/or for the required corrections, or in case

he does not find the Provider's response satisfactory), he may file a complaint with a surveillance agency - the Office for Personal Data Protection.

9. Final provisions

- 9.1 If a provision of these GT&C proves to be invalid or ineffective, it shall be replaced by a relevant provision of the Civil Code. The invalidity or ineffectivity of a GT&C provision shall not invalidate or make ineffective the other GT&C provisions.
- 9.2 The latest issue of these GT&C shall cancel any previously issued GT&C. The legal relations shall always be governed by the GT&C applicable at the time when the relations were established.
- 9.3 The Client hereby declares that he has read these GT&C, understands them and agrees to them.