

Supplier's Warranty VAT, IE, GDPR

1. By signing the Contract the supplier warrants by his signature that in his case and with respect to the supplier being natural person in case of legal entity in which the supplier acts as a statutory representative, member of statutory body or as a shareholder and with respect to the supplier being legal entity in case of a person who acts as a statutory representative, member of statutory body or as a shareholder of the supplier, 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 supplier 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 supplier undertakes to inform the customer about such circumstance without undue delay after gaining knowledge about it.
3. By signing the Contract the supplier 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 customer may not accept and receive work or service from a supplier illegally employing natural persons. Therefore the supplier 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 supplier asked the customer to rely upon veracity, completeness and correctness of warranty specified in second sentence of paragraph 3 when signing the Contract. The customer undertakes to perform the conduct pursuant to the previous sentence as requested by the supplier.
5. The supplier undertakes to indemnify and hold the customer harmless from costs and damage arising as a result of relying upon veracity, completeness and correctness of the warranty specified in second sentence of paragraph 3 (indemnity clause), in particular in case where as a result of inveracity, incompleteness or incorrectness of supplier's warranty specified in the second sentence of paragraph 3 the customer will be subject to fine pursuant to Section 7b (8) 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 warranty specified in second sentence of paragraph 3 becomes untrue, incorrect or incomplete, the supplier undertakes to inform the customer about such circumstance without undue delay after gaining knowledge about it.
7. In case a fine is imposed with final effect to the customer pursuant to Section 7b (8) 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 customer 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 customer 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 a claim of the supplier for payment of remuneration for supplied works or services by means of deducting it from the next following due remuneration or remunerations for supplied works or services.
8. The customer undertakes to inform the supplier in writing without undue delay after payment of the fine pursuant to paragraph 7 about such circumstance, specifying the date of payment and the next following due remuneration or subsequent remunerations of the supplier which will be set off against compensation for damage in the amount of paid fine and all connected costs pursuant to paragraph 7. The decision on imposing of fine with indication of its final effect shall be enclosed with the notice.
9. The supplier undertakes to provide to the customer for inspection at any time in the course of duration of the Contract upon customer's request documents and personal data of natural persons involved in providing of works and services to the customer in the extent necessary for the customer to verify whether the supplier

violates prohibition of illegal employment pursuant to Act on illegal employment, in particular Section 7b (5) of this Act.

10. In case the customer determines from the documents provided pursuant to paragraph 9 that the supplier is in breach of Section 7b (5) of Act on illegal employment, the customer may withdraw from the Contract.
11. The supplier further undertakes to indemnify and hold the customer 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 customer 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 supplier pursuant to Section 7b (2) of Act on illegal employment and in case such obligation is transferred to the customer, the customer 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 a claim of the supplier for remuneration for works or services by deducting from the next following due remuneration or remunerations of the supplier for supplied works or services.
13. The customer undertakes to inform the supplier in writing without undue delay after payment of the fine or of additional payments pursuant to paragraph 12 about such payment, specifying the date of payment and the next following due remuneration or several remunerations of the supplier 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.
14. The supplier undertakes at any time in the course of duration of the Contract upon request of the customer to provide for inspection a record from the Commercial Register issued not sooner than 30 days prior to its providing.
15. The supplier 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 Supplier 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 Customer. The Supplier undertakes and by signing of the Contract confirms that all data subjects, whose personal data have been provided or are going to be provided to the Customer, were duly informed that their personal data are transferred to the Customer and about all other terms of personal data processing by the Customer 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 Customer shall provide the Supplier with necessary assistance upon request.