

Supplier's Warranty VAT, 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. 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.
4. 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.
5. 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.