



GENERAL TERMS AND CONDITIONS OF CENTRUM BABYLON, a.s.

valid from 29 February 2024



- 1. The scope of the General Terms and Conditions of CENTRUM BABYLON, a. s. (hereinafter referred to as the GTCs)**
 - 1.1 These General Terms and Conditions regulate contractual relations between CENTRUM BABYLON, a.s., ID 25022962, with its registered office at Nitranská 1, Liberec III-Jeřáb, 460 07 Liberec (hereinafter referred to as „CB“) and its contractual partners (hereinafter referred to as „customers“) if stipulated by a contract between CB and the customer. These GTCs are an integral part of each contractual relation between CB and CB's customer. These GTCs are an integral part of a contractual relation between the customer and CB and contracting provisions set forth in these GTCs shall be applied within the framework of such contractual relations between the customer and CB. The customer acknowledges they have made themselves familiar with the contents of these GTCs, agree with them and feel to be bound by them.
 - 1.2 These GTCs regulate in detail the rights and obligations of contracting parties, which means CB and the customer, unless otherwise provided in a contract between them. If a contract and these GTCs regulate rights and obligations differently, the provisions of the contract shall prevail. Commercial offers, draft contracts, orders and contracts for the delivery of services, goods and other kinds of performance shall be drawn up based on these GTCs.
 - 1.3 Contracting relations between the customer and CB when accommodation services are provided are also governed by CB's Terms and Conditions of Accommodation Services and the Accommodation Regulations of WELLNESS HOTEL BABYLON.
- 2. Definition of terms**
 - 2.1 "Order" shall mean a unilateral legal act by which the Customer orders products or services from CB. An order must contain the essential particulars of a contract and the particulars specified in Article 3.5 of these GTCs and must be delivered to CB; otherwise, it cannot be considered a valid order.
 - 2.2 "Product" shall mean any goods offered by CB.
 - 2.3 "Service" shall mean any services offered by CB.
 - 2.4 "Contractual performance" shall mean either a product or a service or both.
 - 2.5 "Contract" shall mean the contractual relation between CB and the Customer established in the manner set out in Article 3.7 of these GTCs.
 - 2.6 "GTCs" shall mean these General Terms and Conditions
 - 2.7 "Customer" shall mean a person who enters into a contract with CB in accordance with these GTCs. Under these GTCs, the customer shall always and solely be an entity that has the status of a business.
 - 2.8 "Civil Code" means Act No. 89/2012 Coll., the Civil Code, hereinafter referred to as the CC.
 - 2.9 "Purchase price" shall mean the price of contractual performance, regardless of whether the performance is based on a purchase contract, a works contract or another type of contract
- 3. Offers, orders and the conclusion of contracts**
 - 3.1 Based on the Customer's enquiry and communication as to their requirements, CB shall prepare and submit to the Customer a written commercial offer or a draft contract. The validity of written commercial offers or draft contracts submitted by CB shall not exceed one calendar month from the date on which they were drawn up, unless a shorter period is specified therein. CB may withdraw an offer or a draft contract even before the time limit set for acceptance without stating any reasons thereof provided that such withdrawal reaches the Customer before the Customer has sent the acceptance of the offer.
 - 3.2 Documents attached to offers, such as service specifications etc., are for information only, unless CB expressly designates them as binding.
 - 3.3 CB's employees are not authorised to negotiate verbal separate agreements or give verbal assurances beyond the scope of a written commercial offer, a draft contract or these GTCs.
 - 3.4 The Customer shall always submit orders to CB in writing, either in person, by post, by courier or in electronic form. CB shall not be obliged to accept any other form of order and such orders shall not be deemed to be a proposal to conclude a contract.
 - 3.5 An order must always contain as a minimum requirement the following particulars:
 - 3.5.1 the Customer's business, company ID, VAT ID;
 - 3.5.2 the type and quantity of contractual performance being ordered
 - 3.5.3 identification of the person authorised to act on behalf of the Customer in connection with the order
 - 3.6 Contractual relations between the Customer and CB are usually formed by:
 - 3.6.1 Acceptance of the Customer's order by CB, which occurs either by written acceptance upon receipt of the order and/or at the moment of commencement of the performance of the order or part thereof by CB; written acceptance of an order occurs in particular by post, courier, fax, in person or electronically
 - 3.6.2 Concluding a separate contract specifying the contractual performance and the rights and obligations between the Customer and CB
 - 3.7 Depending on the nature of the agreed performance, a contract is either a purchase contract, a works contract, a lease contract, an unnamed contract or a mixed contract, always concluded under the specifications of the CC. a draft contract is usually submitted by CB.
 - 3.8 Where reference is subsequently made to a „contract“ in these GTCs, it shall mean any document forming a contract or its part, such as an order, an annex and a price list etc.
 - 3.9 Section 1732, par. 2 of the CC, which stipulates, inter alia, that a proposal to supply goods or services at a certain price made in a catalogue is an offer, shall not apply.
- 3.10 Section 1740, par. 3 of the CC and Section 1751, par. 2 of the CC, which stipulate that a contract is concluded even if the will of the parties is not in complete agreement, shall not apply.
- 4. Prices**
 - 4.1 The basic prices of goods and services are set out in the CB price lists.
 - 4.2 CB's informative price list is available at HYPERLINK „<http://www.centrumbabylon.cz>“ www.centrumbabylon.cz, with current price lists being available at CB's sales locations
 - 4.3 Contractual relations between CB and the Customer are always determined solely by the prices set out in the current CB price list or the price agreed between CB and the Customer in a contract. CB reserves the right to change the purchase price in the case of services with long-term performance or if a framework contract is concluded. In this case, CB shall inform the Customer of the change in the purchase price in advance, and CB shall also fulfil this obligation by publishing the changed prices in the price list as current from time to time.
 - 4.4 By concluding a contract, the Customer undertakes to pay the agreed purchase price.
- 5. Payment terms**
 - 5.1 Payments from the Customer for the supply of services from CB shall be made as follows:
 - 5.1.1 CB is entitled to issue an invoice for advance payment in the sum of up to 100 % of the agreed total purchase price.
 - 5.1.2 CB shall be entitled to issue an invoice for advance payment for 100 % of the agreed refundable deposit for „ad hoc“ performance provided during the performance of the subject matter of the contract.
 - 5.1.3 Payment for invoices issued in accordance with Articles 5.1.1 and 5.1.2 shall be due within 5 working days before the date of commencement of contractual performance by CB; the Customer is obliged to pay the invoiced amounts within the due date.
 - 5.1.4 Payment of the purchase price shall mean crediting the amount of payment to CB's account or paying in cash at CB's cash desk. Only by special written agreement may CB also accept confirmation of payment before it is credited to the CB account, e.g. upon presentation of the original bank statement of the Customer's bank account showing the payment in question.
 - 5.1.5 CB shall issue and send to the customer an invoice (tax document) including the settlement of any advance payments after the taxable performance has taken place, but no later than 14 days after the contractual performance has been provided.
 - 5.2 In the event that the Customer is in default with any payment, CB shall be entitled to charge the Customer and the Customer shall pay to CB a contractual penalty of 0.25 % of the amount due for each day of delay. CB is also entitled to claim interest on interest and penalties in accordance with Section 1806 of the Civil Code. The CB is also entitled to disclose this fact and details pursuant to Article 12 of these GTCs or to pass them on to a third party for this purpose.
 - 5.3 Failure to pay invoices for advance payment within their due dates shall constitute a material breach of the contractual relation. In this case, CB shall be entitled to stop the preparatory work related to the contractual performance and unilaterally withdraw from the contractual relation. In addition, CB shall be entitled to charge the Customer and the Customer shall be obliged to pay the contractual penalty pursuant to Article 6.10 of these GTCs.
 - 5.4 The due date for invoices, interest on late payments and contractual penalties shall be 14 days from the date of the invoice. CB shall be entitled to offset the interest on late payment and contractual penalties against any advance payments.
- 6. Delivery conditions of CB**
 - 6.1 Delivery times are binding for CB if they are specified in a written contract or in the Customer's order confirmed by CB. In other instances, delivery times are for information only and failure to comply with them shall not be considered a material breach of contract.
 - 6.2 Contractual performance shall be delivered at the place as agreed between CB and the Customer. If such a place of performance has not been agreed, CB shall perform at the place of its registered office
 - 6.3 The proper fulfilment of contractual performance by CB occurs the moment when the Customer takes over contractual performance from CB. In the event that the Customer refuses to accept contractual performance from CB without good reason, the proper fulfilment of contractual performance by CB shall take place at the time of such refusal.
 - 6.4 The Customer shall properly examine and inspect contractual performance upon acceptance. The Customer shall accept contractual performance even if the contractual performance has defects which do not prevent this contractual performance from being used for its intended purpose.
 - 6.5 If contractual performance is accepted in a manner other than in person, the Customer is obliged to complain with regard to any detected discrepancy in the quantity, type and characteristics of the contractual performance in writing without undue delay (but no later than within 3 working days of acceptance). A letter or a confirmed e-mail message shall be deemed to be in writing.
 - 6.6 If obstacles arise that prevent CB from delivering its services, CB shall immediately inform the Customer thereof and agree with the Customer on the subsequent course of action.
 - 6.7 CB shall be entitled to make partial deliveries of services, possibly even before the agreed delivery date.

- 6.8 Insurance of contractual performance shall be provided by CB only upon written request and for a fee.
- 6.9 In the event that the Customer cancels a booking or fails to take occupancy the booked rooms at the following times before the accommodation date, CB is entitled to charge contractual penalties in the following amounts (depending on the date of the obstacle): 21-30 days before the event 30 % of the total price of performance, 20-7 days before the event 80 % of the total price of performance, 6 days or less before the event 100 % of the total price of performance.
- 6.10 In the event that the Customer cancels or reduces the range of catering services ordered, CB shall be entitled to charge contractual penalties in the amount as follows (depending on the date of the obstacle), namely 10–6 days before the event 50 % of the total price of performance, 5 days or less before the event 100 % of the total price of performance.
- 6.11 In the event that the Customer fails to receive the delivery of an order, whether as a whole or in part, the Customer shall not be relieved of the obligation to pay the agreed price for the contractual performance. In the event that cancellation fees are agreed between CB and the Customer for cases when the Customer does not take delivery of contractual performance, the Customer shall be obliged to pay these cancellation fees.
- 6.12 In the event of a breach of contract by the Customer which results in CB being prevented from performing to the agreed extent, CB shall be entitled to charge a contractual penalty in the amount as follows (depending on the date of the impediment): 21-30 days before the event 30 % of the total price of performance, 20-7 days before the event 80 % of the total price of performance, 6 days or less before the event 100 % of the total price of performance. In addition to CB's claim to be paid a contractual penalty, CB may also claim compensation from the Customer for damages caused by the Customer's breach of their obligations.
- 6.13 In the case when events occur which cannot be foreseen at the time of signing the purchase contract and which prevent CB from fulfilling its contractual obligations, CB shall be entitled to postpone the date of performance by the period for which the impediment has lasted and by a reasonable period of time necessary to resume its normal operations.
- 7. Reservation of ownership**
- 7.1 Ownership of contractual performance shall not pass to the Customer until the purchase price has been paid in full. The Customer acknowledges that in the event of non-payment of the purchase price in a due and timely manner, the Customer may not dispose of the unpaid contractual performance in any legal manner until the payment of the purchase price; this shall mean, in particular, sell it, transfer it to third parties or encumber it in any legal manner (i.e. in particular establish a lien or a similar claim).
- 7.2 If the Customer is in default with payment of the purchase price for the goods, CB shall be entitled to take back contractual performance provided or not to provide contractual performance. The Customer shall be obliged to allow CB access to the contractual performance or to return the contractual performance in person without any delay if CB requests the Customer to do so.
- 7.3 Without CB's prior written consent, the Customer shall not be entitled to transfer to third parties any rights and obligations arising for the Customer from contracts concluded between the Customer and CB.
- 8. Rights from defective performance**
- 8.1 The customer is obliged in particular to properly inspect contractual performance upon acceptance.
- 8.2 If a defect occurs in contractual performance, the Customer shall have the right to file a complaint regarding the defect with CB. The Customer shall be obliged to complain about defects without undue delay after the Customer had the opportunity to inspect contractual performance and discover any such defects. Complaints regarding defects may be made no later than within fourteen days of receipt of the subject of performance.
- 8.3 The right of the Customer shall only apply to defects which existed in contractual performance at the time of the transfer of risk of damage to the Customer even though they do not become apparent until later.
- 8.4 The Customer is obliged to make a complaint regarding a defect either by specifying the defect or by providing information as to how the defect manifests itself.
- 8.5 The Customer shall make complaints at the place (centre) where the goods or services were purchased. The buyer must prove the purchase of the goods or services with the relevant sales receipt. Complaints regarding food must be made without undue delay and before consumption. Complaints regarding services must be made immediately after such services have been provided.
- 8.6 When making a complaint, the Customer must include with the contractual performance being complained about a written description of the exact reason for the complaint and indicate as to what defects are the subject of the complaint.
- 8.7 Wear and tear caused by normal use of an item shall not be considered as defects.
- 8.8 If the Customer makes a complaint about goods or services they purchased, CB will properly examine the complaint and decide on it according to their convenience and the condition of the contractual performance being complained about no later than 30 days from the date of receipt of the complaint.
- 8.9 In exceptionally complicated cases where the handling of a complaint requires a professional assessment, CB shall agree with the Customer as to a time limit within which to decide on the complaint.
- 8.10 If CB provides a warranty for contractual performance, the Customer may claim within the warranty period free-of-charge, timely and proper rectification of the defect or a discount; if the item has not yet been used, CB may decide to replace the item.
- 8.11 In any other cases the Customer may demand either the repair or completion of what is missing, or a reasonable discount if the defect is rectifiable. If it is a defect which cannot be rectified and it prevents the proper use of the item, the Customer may demand the replacement of the defective goods for ones without defects.
- 8.12 In the case of the provision of services, CB shall always be entitled first to offer the Customer an adequate replacement for the defective service in order to eliminate any defects and only if such a replacement is not possible shall the Customer be entitled to claim a discount from CB.
- 9. Authority to act on behalf of the Customer**
- 9.1 All acts resulting in any obligations of or for the benefit of CB may be performed on behalf of the Customer only by a person authorised to do so, i.e. the Customer's statutory body and other persons authorised to do so as shown by an entry in the Commercial Register. Other persons may act on behalf of the Customer only if they provide a power of attorney in writing issued by a person authorised by the Customer. In case of doubt as to the authority of the person acting on behalf of the Customer, it shall be deemed that such a person is authorised to perform legal acts on behalf of the Customer and legally bind the Customer.
- 10. Non-competition provisions**
- 10.1 The sale of goods and the provision services that conflict with the subject matter of CB's business shall be allowed within CB's premises only with CB's written permission.
- 11. Confidentiality**
- 11.1. The Customer shall unconditionally maintain in confidence all information made available to the Customer in connection with the subject matter of performance by CB and which may be deemed to be trade secrets or confidential information under the circumstances, with the exception of information known from public sources. This obligation shall not affect the fulfilment of any legal obligations to disclose information requested by authorised governmental or administrative authorities. The obligation of confidentiality shall remain in effect also after the termination of the contract until CB might choose to disclose such information.
- 12. Data protection and storage**
- 12.1 For information on the processing of personal data and instructions regarding rights related to personal data protection go to the following website address: <https://www.centrumbabylon.cz/cs/zasady-ochrany-osobnich-udaju/>
- 12.2 CB is entitled to record and process for its own use data about the Customer acquired from or in connection with the business relations with the Customer, both from the actual Customer and from third parties.
- 13. Damages**
- 13.1 Each Party shall be liable to the other Party for loss caused by a breach of its obligations under the contract, unless it proves that this was due to circumstances excluding liability.
- 13.2 Circumstances excluding liability are any events or sets of circumstances which are beyond the reasonable control of the Party responsible, occurred independently of that Party's will and prevent the Party (temporarily or permanently) from performing their obligations under the Contract, including an extraordinary unforeseeable and insurmountable obstacle arising independently of the will of the Party responsible. Such circumstances include, for example, war, insurrection, strikes, various measures by the authorities, acts of nature and delays in the supply of materials, energy and other similar events caused by force majeure which interfere with the performance of the contractual obligations.
- 13.3 The Party concerned shall inform the other Party of the occurrence of circumstances excluding liability without undue delay; otherwise, it shall lose the right to claim the consequences of such circumstances. Once such circumstances have ceased to exist, the Party concerned shall immediately inform the other party of an alternative date of performance.
- 13.4 Unless expressly stipulated otherwise, each of the Parties shall exclusively pay for loss caused to the other Party and not to a third party.
- 13.5 Each of the Parties shall also be obliged to compensate the other Party for non-pecuniary damage, if any.
- 13.6 It is prohibited to take one's own food and drink on to and to consume such food and drink anywhere on CB premises (all commercial space, bars, restaurants and conference space). In the case of breach of this provision, the Customer is obliged to pay the relevant corking charge, set at 100 % of the price at which such or like goods are sold by CB. The Customer is responsible for ensuring that its clients adhere to this provision.
- 14. Delivery**
- 14.1 The Parties are obliged to deliver documents to each other to the addresses specified in the contract. If no address of CB is specified in the contract, the Customer is obliged to deliver documents to CB to Nitranská 415, Liberec III-Jeřáb, 460 07 Liberec.
- 14.2 Unless a specific form of particular legal action, notification or communication (hereinafter referred to as „notice“) is expressly provided for in the contract for individual cases, all notices under the Contract must be in writing and must be delivered to the other Party personally, by post, by courier or electronically to the relevant address communicated by the Parties for the purpose of delivery.
- 14.3 Notices shall be deemed to have been served:
- 14.3.1 in the case of delivery by post, on the third business day following the posting of the mail to the addressee's relevant contact address, unless earlier service is evidenced;
- 14.3.2 in electronic delivery, the moment the electronic message is sent to the addressee's relevant email address, provided that the delivery of the message is electronically confirmed to the sender
- 14.4 All notices related to the termination of the contract must be delivered either in person with acknowledgement of receipt by the other Party or by post as a registered letter to the relevant address of the other Party and shall be deemed to have been delivered when delivered by post. a notice shall also be deemed to have been served if its receipt is refused by the addressee, if it is not collected within the storage period or if it is returned as undeliverable, and service shall be effected on the date on which the sender becomes aware of such a fact.
- 15. Contract duration and termination**
- 15.1 The contract's effective date shall be the date of its conclusion unless otherwise agreed.
- 15.2 The contract is concluded:
- a) for the duration of the fulfilment of the Customer's order; or

- b) for a fixed term period if the duration is agreed in the contract; or
c) for an indefinite period of time.
- 15.3 If the contract is concluded for a fixed term period, the contract shall be terminated:
- a) upon expiry of the arranged fixed term; or
b) by agreement between the Parties to terminate the contract early; or
c) as a result of withdrawal from the contract for the reasons and in the manner provided for in Article 15.5 of these GTCs unless otherwise agreed between the Parties in the contract.
- 15.4 If the contract is concluded for an indefinite term period, the contract shall be terminated:
- a) by agreement between the Parties to terminate the contract; or
b) by a written notice of termination by either Party without stating any reason, with a notice period of 2 (two) months, commencing on the first day of the month following the delivery of the notice to the other Party unless otherwise agreed between the Parties in the contract; or
c) as a result of withdrawal from the contract for the reasons and in the manner set out in Article 15.5 of these GTCs unless otherwise agreed between the Parties in the contract.
- 15.5 Withdrawal from the contract is possible solely for the reasons set out in this Article of these GTCs unless otherwise agreed between the Parties in the contract, and is based on a written notice delivered to the other Party stating the reason for such withdrawal, with such withdrawal becoming effective the moment such a notice is delivered to the other Party. The reasons for withdrawal are as follows:
- a) Each of the Parties shall be entitled to withdraw from the contract if the other Party has entered into liquidation, has been placed under administration, insolvency proceedings have been initiated and are under way, has had a petition for the opening of insolvency proceedings dismissed for lack of assets, or court order enforcement has been initiated (a distress warrant);
b) The Customer is also entitled to withdraw from the contract on the grounds of a material breach of contract by CB, which shall be deemed to be exclusively a repeated failure to perform CB's obligations under the contract, which CB fails to remedy within 20 days of receipt of a written notice from the Customer warning of such failure to perform;
c) CB is entitled to withdraw from the contract in the cases provided for in the contract and also on the grounds of a material breach of contract by the Customer, which shall be deemed to be:
- default in payment of a sum due as charged by CB to the Customer under the contract or these GTCs in excess of 14 (fourteen) days; or
 - repeated default in payment of sums due as charged by CB to the Customer under the contract or these GTCs; or
 - any other material breach of the Customer's obligations under the contract or these GTCs.
- 15.6 Withdrawal from the contract shall terminate all rights and obligations of the Parties under the contract and these GTCs, except:
- a) those which, due to their nature, are intended to survive termination of the contract, in particular the rights and obligations contained in the provisions on compensation for damages and contractual penalties,
b) the Customer's obligation to pay the price for the contractual performance or part thereof actually provided.
c) the confidentiality obligation pursuant to Article 11.1.
- 15.7 The moment withdrawal from the contract becomes effective:
- a) orders issued (or parts thereof) which have not been fulfilled as at that time shall cease to exist; with regard to contractual performance which has been fulfilled but not paid for as at that time, the contract shall remain in force and the Customer shall pay CB the agreed price for such contractual performance;
b) orders issued (or parts thereof) for the supply of services which have not been delivered or commenced as at that time shall cease to exist unless the Parties agree otherwise,
c) CB shall have the right to charge for the delivery of contractual performance which has actually been provided (even in part) as at that time, and the Customer shall pay the agreed price for such contractual performance,
d) the Parties shall be entitled to charge contractual penalties to each other if such are agreed in the contract and the obligation of the Party concerned to pay them has arisen.
- 16. Applicable law, final provisions**
- 16.1 These General Terms and Conditions and all legal relations between CB and the Customer are governed by the laws of the Czech Republic, in particular the Civil Code.
- 16.2 The Parties exclude the application of Sections 1748, 1765 (1), 1799, 1800, 1805 (2), 1971, 1978 (2), 1980, 2108 and 2050 of the Civil Code.
- 16.3 In the event that any provision of these GTCs becomes invalid, ineffective or unenforceable, the validity and effectiveness of the remaining provisions of these GTCs shall not be affected.
- 16.4 Disputes arising between the Parties in the course of performance of their contractual obligations shall be settled preferably out of court; in the event of a court dispute, the place of jurisdiction shall be the general court of the place of CB's registered office.
- 16.5 The contracting Parties declare that they agree to the contents of these GTCs on the basis of their free and genuine will and affix their signatures in proof thereof.

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Customer