

# Supplier – Customer Agreement

This Agreement is made between

**Supplier:** Stoklasa textilní galanterie, s.r.o., with its registered office at:

Záhumenní 453/ 22

747 21 Kravaře, CZ

ID: 25877666

VAT: CZ25877666

and

**Customer:** xxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxx

together may be referred as "Parties" or "Contracting Parties", individually as "Party".

## I.

### Introductory provision

1. Supplier operates retail and wholesale online store with haberdashery, jewellery, fashion and clothing accessories, art and creative supplies, bags and handbags and home furnishings.
2. The Supplier is the owner and sole proprietor of the database, all of its components, such as texts and photos, and all rights therein.
3. The Customer operates an internet shop – **www**.

## II.

### Purpose of the agreement

1. The Parties are entering into this agreement, and Supplier is granting the Customer access to the complete product database, for the purpose of the sale of goods that user purchased from the Supplier.

### **III.**

#### **Terms**

1. The Supplier shall provide the Customer with a database of inventory items free of charge.
2. The Supplier undertakes to regularly update its inventory Database for the duration of the Contract and to allow the Customer to import the data to its website.
3. If the Customer downloads the database from the Supplier and publish it on his website, the Customer is responsible for the correctness and completeness of the data relating to the goods, including price information. The Supplier is not liable for any damage caused by a database error.
4. The Supplier's database should contain the complete range of goods offered by the Supplier on the day of updating the database including descriptions and pictures.
5. The Customer has the right to use all parts of the database provided by the Supplier, including texts and photographs, solely during the validity of this Agreement, only for the purpose of the sale of Supplier's goods and only at **www**.
6. The Customer agrees not to provide the entrusted database to another entity without a written consent of the Supplier. In the event that the Customer hands over the database to a third party in contradiction with this Agreement, the Supplier shall claim the damage resulting therefrom, including any subsequent related costs and, in addition, the Customer will pay the Supplier a contractual penalty of CZK 30,000 for this violation.
7. The Customer is obliged to follow Supplier's instructions when downloading the database from the Supplier's server in such a way that the server is not overloaded and the security is not breached (e.g. downloading the database only for the specified time of day, number of downloads per day, etc.). Violation of the instructions may be a reason to suspend the Customer's access to the Supplier's database. The Customer may request a renewal of access in writing.
8. The condition for providing the inventory database is that the Customer has no overdue liabilities towards the Supplier. Failure to meet this condition is a reason to suspend the Customer's access to the Supplier's database. The Customer may request a renewal of access in writing.

### **IV.**

#### **Privacy**

1. The Parties undertake to preserve the confidentiality of confidential information which they have learned in connection with the conclusion and performance of this Agreement.

2. If the Party's obligation to treat confidential information is breached, the injured Party is entitled to a compensation.

## V.

### Final Provisions

1. This Agreement may only be amended or modified by written amendments to the agreement signed by both Parties.
2. This Agreement is made for an indefinite period of time and may be terminated at any time by either Party, including without giving any reason. The termination shall be in writing and endorsed by the signature of the contracting Party. The notice period is 1 month and begins on the first day of the calendar month following the delivery of the written notice in the form of registered writing. In the event of a serious breach of the contract by the Customer, the Supplier is entitled to terminate the contract immediately.
3. The Contracting Parties undertake to settle all their obligations under this Agreement even after its termination. The Customer undertakes not to use the database provided by the Supplier anywhere else after the contract expires.
4. Any announcement, including notice of change of registered office, will be made in writing to the other Party's address within 14 days of the date of the event.
5. All rights and obligations not governed by this Agreement shall be governed by the relevant provisions of the Commercial Code, as amended.

Both Parties declare that they have concluded the agreement on the basis of free will, seriously and surely, not under conspicuously disadvantageous conditions, they have read the contract and agree with its content, which is confirmed by signatures.

This agreement is executed in two copies, each for either Party.

**In Kravaře** \_\_\_\_\_

\_\_\_\_\_  
Supplier

\_\_\_\_\_  
User