

General Terms and Conditions

I. GENERAL PROVISIONS

1. These General Terms and Conditions (hereinafter referred to as "GTC") regulate the rights and obligations in the sale of goods and products (hereinafter referred to as "Goods") between eD system a.s., a company based at Ostrava - Mariánské Hory, Novoveská 1262/95, post code 709 00, ID No.: 47974516 , incorporated in the Commercial Register kept by Regional Court in Ostrava, Section B, File No.: 2613 as a seller of supplier (hereinafter referred to as "Seller") and its business partners as buyers (hereinafter referred to as "Buyers").
2. The GTC shall be applied to the extent that the contracting parties do not regulate their rights and obligations in a purchase contract or similar contract (hereinafter referred to as "PC") deviating from these GTC.
3. The GTC are applied exclusively to business relationships where both the Seller and the Buyer act as entrepreneurs in connection with their own business, manufacturing, or similar activities or in the independent exercise of their profession, or to relationships with public corporations or legal entities established by such corporations.
4. The GTC shall be interpreted in accordance with commercial practices in the industry known to the Buyer and, if not, they may be communicated to the Buyer by the Seller upon written request. In the event of contradiction of the GTC and the commercial practices, the GTC shall prevail.
5. The GTC form an integral part of all offers for the conclusion of the contract, their acceptance and other binding legal actions of the Seller that precede the conclusion of the purchase contract, and form also an integral and binding part of each purchase contract concluded between the Seller and the Buyer, always in a valid and effective version. The Seller has no interest in being legally bound under conditions other than those stated in the GTC unless otherwise agreed in writing.
6. At the commencement of business relations with the Seller, the Buyer shall provide the Seller with information about its business authorisation and its legal personality (extract from the Commercial Register, copy of the trade license and ID card number for natural persons, taxpayer registration certificate, etc.) and is obliged to update this information continuously if it changes. If the change of data is not notified to the Seller without undue delay, the Seller is entitled to claim compensation for the damage caused by the Buyer.

II. INDUSTRIAL RIGHT AND COPYRIGHT PROTECTION

1. The Buyer shall not have any rights to use registered trademarks, trade names, company logos and patents of the Seller or other companies, whose

products occur in the Seller's business offer unless otherwise stipulated by a special written contract.

2. The Buyer shall not have any copyrights to the software products and is not entitled to interfere with them in any way, copy them or otherwise transform them.
3. As to software goods, the date of delivery is the date of dispatch of the goods from the Seller's warehouse to the first carrier and the right to use the software is transferred to the Buyer on this date.

III. BUSINESS DISPOSITIONS

1. Individual purchase contracts are concluded on the basis of the Buyer's order. The order may be made in writing, by email, by telephone, in person, or by direct entry of the order by the Buyer into the Seller's information system, hereinafter referred to as "IS", to which the Buyer has been assigned a name and password, or by other means of electronic communication, and shall contain the following basic requirements and information about the Buyer:
 - trade name, the Buyer's registered office (place of business), ID No., and tax registration number
 - the product code that uniquely identifies the subject of the order (the numerical designation of the product according to the type listed in the Seller's price list)
 - quantity of goods required.

To enhance the protection of the Buyer, the Seller and the Buyer expressly agree as follows: The Buyer is obliged to check the accuracy of the order in the IS, where all orders of the Buyer (purchase contracts) are recorded, without undue delay after placing it, even if they have been made in another form (telephone, e-mail, etc.). In the event that the Buyer finds a discrepancy, the Buyer is obliged to contact the Seller in writing or by email to remedy the discrepancy within 24 hours. Objectively, it is assumed between the Buyer and the Seller that the status recorded in the IS is valid and binding unless otherwise agreed by the contracting parties.

2. The Seller reserves the right to refuse delivery of the goods in the event that the Seller's manufacturer or supplier ceases to manufacture or supply the goods, or a new version of the product is put to the market. In such a case, the purchase contract is concluded only to the extent of the goods whose delivery has not been refused unless otherwise agreed between the parties.
3. The final amount of the purchase price will be calculated according to the Seller's price list valid on the date of the invoice for the goods delivered by the Seller. The price may change up to the date of the invoice depending on changes in the conditions of the manufacturer or supplier of the goods or exchange rate differences unless otherwise agreed by the contracting parties.
4. The Buyer undertakes to pay the Seller the purchase price

or its advance payment in the required amount before delivery of the goods unless otherwise agreed by the contracting parties.

5. The Seller shall invite the Buyer to pay the purchase price or an advance on the purchase price by issuing a proforma invoice, which shall be deemed to be an invitation to pay between the parties to the purchase contract. The proforma invoice is payable on the due date to the Seller's account unless otherwise agreed,
6. The ordered goods are reserved for the Buyer for delivery by the due date of the proforma invoice. In case of delay in payment of the proforma invoice, the Seller is not obliged to deliver the ordered goods to the Buyer.
7. If the Buyer fails to pay the Seller the amount stated on the proforma invoice even within 14 days of its due date, the Seller shall be entitled to treat the PC as cancelled and reject the Buyer's order.
8. The date of payment is the date on which the relevant amount of money is credited to the Seller's bank account. The Seller shall issue an invoice - tax document for the goods delivered to the Buyer, the delivery note shall be sent to the Buyer, usually electronically. This invoice will include the amount due and payable by the Buyer to the Seller for the delivery of the goods. The place of delivery of the goods is determined by the Buyer. In the event that the place of delivery is the registered office of a third party who ordered the goods through the Buyer, the Buyer's obligation to pay the Seller the purchase price for the goods is not affected.
9. The Buyer or the responsible person at the place of delivery is obliged to take over the goods duly delivered. If the Buyer fails to take delivery of the goods from the carrier or the carrier fails to take delivery of the goods properly, the Seller shall be entitled to withdraw from the purchase contract. Withdrawal from the purchase contract is made and occurs at the moment of sending the issued credit note of the Seller to the subject goods to the stated address of the Buyer according to Article I. clause 6 of the GTC. The issuance of a credit note is deemed to be a withdrawal of the Seller from the purchase contract within the meaning of this clause of the GTC.
10. The Seller reserves the right of ownership to the goods delivered until the full purchase price for the goods has been duly paid.
11. If the Buyer places an order for goods that are not normally sold or for an exceptionally large quantity of goods, a special agreement may be negotiated for this business case.
12. The rights and obligations pursuant to clause III of the GTC shall be also applied mutatis mutandis to the charging and payment of delivery services and related costs (e.g. freight, bank charges, etc.). Their payment shall be made by the Buyer on the basis of an invoice - tax document issued by the Seller.
13. The cost of transporting the goods from the Seller's warehouse shall be borne by the Buyer unless otherwise agreed.
14. The declaration of compliance with the conditions for placing the packaging on the market is in accordance with Act No. 477/2001 Coll., on packaging, as

amended, and is available for inspection by the Buyer at the Seller's electronic address www.edsystem.eu. The Seller declares that when placing the goods on the market, it fulfils the obligations of Act No. 22/1997 Coll., on technical requirements for products, as amended, while the declaration of conformity within the meaning of Art. of Section 13 of the Act is available for inspection by the Buyer on the Seller's electronic address www.edsystem.eu

IV. ELECTRONIC FORM OF ORDERS, ELECTRONIC SIGNATURE

1. When using an electronic order through the IS, the Buyer is obliged to use the identification password assigned by the Seller at his request, or the Buyer chooses the password himself when registering, or through administration of his data in the IS and which serves to verify the identity of the Buyer. The Buyer is obliged to ensure the confidentiality of the password from unauthorized entities and is responsible for its misuse. The electronic form of orders is considered binding for the Buyer.
2. Through the electronic ordering system, the order is automatically entered into the IS prepared by the Seller. The IS for receiving orders in electronic form is in continuous operation.
3. For the purposes of the purchase contract and these GTC, the electronic form of the order shall be considered a written form of legal transaction and shall be equally binding for both parties.
4. The Buyer declares that by placing an electronic order he is bound by his order. The Buyer has the option to change or cancel the electronic order only by agreement of the parties, and only if the goods have not been invoiced by the Seller.
5. Under the conditions stipulated by generally binding legal regulations, the contracting parties may use an electronic signature when concluding business transactions and exercising mutual rights and obligations.
6. The Buyer agrees, within the meaning of Act No. 480/2004 Coll., on certain services of information companies, to the use of his electronic contact for the purpose of disseminating commercial communications of the Seller. The Buyer may refuse this consent by sending a notice of refusal of consent to the Seller at the Seller's electronic address.

V. MUTUAL PROVISIONS

1. All legal actions to which these GTC are binding, as well as the rights and obligations arising from or related to the GTC and PC, are governed by Act No. 89/2012 Coll., the Civil Code.
2. All legal disputes concerning the rights and obligations arising from or otherwise related to the PC and these GTC shall be settled before the courts of the Seller's place of business unless otherwise agreed in writing between the parties.
3. There shall be no forgiveness of the debt between the parties if one of the parties issues a receipt to the other party or returns a promissory note to the other party without discharge of the debt. If the receipt is issued for

the principal of the claim, it is not applied to the accessories of the claim.

4. The parties assume the risk of a change in material circumstances after the conclusion of the contract within the meaning of the provision of Section 1765, Sub-section 2 of the Civil Code.
5. The Buyer may not assign to a third party any claims arising under or in connection with the PC.
6. No statement made by the parties during the negotiation on the contract or any statement made after the conclusion of the contract shall be construed contrary to the express provisions of these GTC and the concluded contract and shall not create any obligation of any party.
7. The Seller is entitled to withdraw from the purchase contract in the event that
 - a) the Buyer has entered liquidation
 - b) insolvency proceedings have been initiated against the Buyer.

In all cases where the Seller is entitled to withdraw from the contract in accordance with the law, the PC and these GTC, the Seller is entitled to withdraw from this contract without time limitation in relation to the moment when the reason for which the Seller may withdraw from the Contract occurred.

8. In accordance with the provision of Section 630 of the Civil Code, the contracting parties agree to a general limitation period of four (4) years for the rights arising from the PC or breach thereof.

VI. COMPLAINTS FOR GOODS

1. The Buyer is obliged to inspect the goods delivered by the Seller and ascertain their characteristics and quantity without undue delay as soon as the goods come into his possession. Upon receipt of the shipment from the carrier, the Buyer is always obliged to check immediately whether the contents of the shipment according to the bill of lading corresponds to the purchase contract in terms of quantity and type of goods. If the contents of the shipment do not correspond to the purchase contract or if the original packaging (cardboard box for parcel shipments, stretch foil for pallet shipments, the original unique tape) or the number of packages on the pallet does not match in the case of pallet shipments, the Buyer is obliged, upon signing the document of receipt of the shipment, to indicate such fact on the document he signs and to make a record of the damage with the carrier, or to reject the goods as a whole.

The Buyer is obliged to notify the Seller of this fact immediately. If the Buyer fails to comply with the above procedure, any damages shall be borne by the Buyer. By signing the delivery document, the Buyer confirms the proper delivery of the goods according to the purchase contract and the acceptance of the goods.

2. If the Buyer fails to inspect the goods or otherwise fails to ensure that the goods are inspected upon receipt, the Buyer may only claim for defects detectable during such inspection if he proves that the goods were already defective at the time of receipt. The Buyer is obliged to complain about the defects that existed upon receipt of the goods, however, became apparent later,

to the Seller without undue delay after these defects could be detected with professional care during a proper inspection of the goods upon receipt.

3. Unless otherwise stated in these terms and conditions, the Buyer shall exercise the rights arising from defective performance no later than by the expiration of the period specified in the law. In the event of a claim for defects in goods for the quality of which the Seller has assumed the warranty, the defects must be claimed not later than by the end of the warranty period.
4. The Buyer claims the goods by e-mail (reklamace@edsystem.cz). The Buyer shall make a claim by means of a Return Authorisation Request ("RAR"). The Buyer shall follow the Seller's instructions when applying the RAR. In the RAR, the Buyer shall provide information about the defective product, invoice number, product code, serial number, and description of the defect. The Seller undertakes to notify the Buyer of the RAR symbol assigned to the RAR by email immediately upon receipt of the Buyer's RAR. The Buyer than VISIBLY marks the assigned RAR on the package being sent. If the Buyer sends more than one claim in the package, he shall also enclose a list of the sent claims - the LIST, if he does not enclose it, he CANNOT later claim the differences in the contents of the shipment. If the Buyer sends goods for complaint without an assigned RAR number, the Seller is entitled to return the goods to the Buyer at his expense. After the allocation of the RAR number, the Buyer sends the goods to the Seller by a freight forwarding company. The Buyer shall send the claimed goods to the Seller at his own expense. The Seller shall send the repaired or replaced goods to the Buyer at his own expense. If the Buyer does not send the defective goods with the assigned RAR number within 14 days from the assignment of the RAR, the Buyer is obliged to apply for a new RAR number (the original RAR number is automatically removed from the register after this period).
5. When claiming goods, the Buyer is always obliged to present to the Seller: complete goods in the original packaging (in case of non-compliance with this requirement, the Buyer bears full responsibility for damage caused to the goods during transport and handling during the handling of the claim due to non-original packaging), intact original labels (serial numbers, warranty stickers, etc.), which shall not be damaged or removed. Parts susceptible to electrostatic charge shall be provided with anti-static packaging. In case of non-compliance with any of the requirements specified in this article, the goods will not be accepted for claim and will be sent back to the Buyer. If a properly filed and accepted claim cannot be settled for objective reasons by repair or replacement with other goods, the Seller shall provide the Buyer with financial compensation for the claimed goods in the form of a corrective tax document. The method of handling a claim for goods follows from the terms and conditions of the goods, which are set by the supplier of the Seller's goods. The Seller is only a distributor of the goods and is liable to the Buyer for the goods only to the extent that the Seller's supplier of the goods satisfies claims for defects in the goods. The Seller shall not be liable for defects in the goods and shall not be obliged to satisfy

the Buyer's claims arising from defects in the goods unless such claims are satisfied by the Seller's supplier of the goods. The Buyer hereby expressly waives any rights arising from defective performance on behalf of the Seller that are not recognized as legitimate by the Seller's supplier.

The Seller shall not be obliged to fulfil the Buyer's claim if the Seller's supplier of the Seller's goods does not fulfil the Seller's claim to the same goods.

6. The Seller provides a warranty for the quality of the goods for the length of time stated in the warranty certificate, which is based on the warranty period provided by the manufacturer or the Seller's supplier. The warranty period does not include the time that elapses between the filing of the claim and its settlement. The warranty period of the goods repaired or replaced in the complaint procedure expires (continues) according to the warranty period of the original goods. This is also applied in cases where the complaint has been settled by replacing goods with a different serial number. If the subject of the purchase contract is goods marked as discounted or used at the time of sale, the quality guarantee is provided only in the cases expressly mentioned. The warranty period commences on the date of receipt of the goods by the Buyer from the Seller or on the date of receipt of the goods by the Buyer from the carrier or on the date on which the Buyer should have received the goods from the carrier, but for reasons attributable to the Buyer did not receive the goods. For goods like software, the quality guarantee covers only the physical illegibility of the media.

The length of the warranty period and the method of handling complaints for individual products are specified on www.edsystem.eu

7. If the goods fail within the warranty period, the Buyer is entitled to free repair of the goods. In the event that the goods are beyond repair, the Buyer is entitled to a replacement product. The repaired goods will be sent back to the customer as soon as possible after receipt of the defective goods from the customer.

If the goods do not include a warranty certificate, the warranty period is determined according to the specification of warranty periods on www.edsystem.eu. If the warranty certificate is not included in the delivery of the goods and the warranty period of the goods is not indicated on www.edsystem.eu, the product is subject to a warranty period of six months.

The Buyer is obliged to pay the Seller the costs related to the repair of the goods purchased from the Seller after the warranty period.

The quality guarantee also does not cover defects in the goods arising from: (i) the use of unauthorized software and consumables, computer viruses, use of the goods in working conditions that do not correspond to the temperature, dust, humidity, chemical and mechanical conditions of the office environment, excessive loading of the goods and/or (ii) use of the goods in a manner that is contrary to the documentation or general principles, improper installation, improper operation or negligent care of the goods, connection to an electrical network that does not comply with the relevant technical standard, force majeure such as

meteorological influences (especially after a lightning strike, etc).

8. The Seller shall not be liable for defects in the goods nor shall be obliged to compensate for damage caused by the operation of the goods or the functional characteristics of the goods in cases where the defect or damage has been caused by (i) unprofessional use or (ii) an external influence or event or (iii) improper handling of the goods. Defects of this origin are not covered by the quality guarantee. As to software products, at the moment of removing the protective devices (adjustment foil, seal, etc.), the Buyer becomes the authorized licensee of the product, and the goods can no longer be returned to the Seller. All goods (products) come with protective packaging, which must not be damaged during the claim; otherwise, the claim cannot be implemented. In these cases, an individual agreement with the seller is required.
9. The Seller shall be entitled to reimbursement for service and organizational costs incurred in connection with the handling and testing of the goods in the amount of EUR 20 excluding VAT per case if: (i) the goods are sent for complaint without an assigned RAR number and/or (ii) testing does not reveal the described defect and/or (iii) the goods are found to be fully functional and/or (iv) the warranty on the goods has expired and/or (v) the defect is caused by improper handling of the goods. In cases where the actual costs incurred are higher, the Buyer is obliged to pay the Seller the actual costs incurred. In this case, the Buyer shall also pay the costs related to the transport of the goods back to the Buyer.
10. The above rules for claims are applied equally to claims for defects in the delivered goods, for which the Seller is legally liable, and for claims for defects in goods for the quality of which the Seller has assumed a guarantee. In all cases, the claim must be accompanied by proof of payment and delivery of the goods whose defects are claimed.

VII.FINAL PROVISIONS

1. These GTC are binding for contractual relations concluded by eD system a.s. from the date of their publication. eD system a.s. reserves the right to change the GTC unilaterally in the event of a change in the relevant legal norms as well as the company's business policy. The Company shall announce this change and its effectiveness at least one month in advance by publishing it on the electronic address www.edsystem.eu and if possible, it will also notify all known business partners of the change by e-mail. The Buyer or other business partner has the right to reject the amended GTC and to terminate the purchase contract for this reason no later than by the effective date of the amended GTC, with a three-month notice period starting from the first day of the month following the delivery of the notice to the Seller. If the purchase contract has not been terminated by the time the amended GTC comes into force, the Buyer agrees to the change of the GTC.
2. If one or more of the foregoing provisions of the GTC shall be and/or become invalid, void, ineffective or

otherwise unenforceable during the term of the purchase contract, the validity, effectiveness, or enforceability of the remaining provisions of the GTC shall not be affected. The parties hereby agree to replace the invalid, apparent, ineffective, or otherwise unenforceable provision of the GTC with another valid, effective or enforceable provision that most closely approximates the economic purpose of the invalid, apparent, ineffective or otherwise unenforceable provision.

3. The Buyer declares that he has carefully familiarized himself with the content of the purchase contract and these GTC, the content of the purchase contract has been discussed with him, he declares that he has had the opportunity to make changes to the draft contract submitted by the Seller and if he has raised such changes, they have been agreed upon and are faithfully and accurately reflected in the final version of the purchase contract signed by the contracting parties.

In relation to the wording and provisions of the purchase contract, including these GTC and all integral parts (annexes), the Buyer declares that he understands them, understands their meaning, they do not contain any surprising provisions for the Buyer, and is aware of all the rights and obligations arising from the purchase contract and/or the GTC or from the breach of the contract and/or the GTC.