

1. Introductory provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") regulate the contractual relationship between the entrepreneur – natural or legal person (hereinafter referred to as "Customer") and Omega Optix, s.r.o., ID No.: 64572366, with its registered office at Klimentská 1216/46, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 87154 (hereinafter referred to as "Seller"). These GTC are an integral part of the purchase or framework purchase contract for the supply of goods, or the contract for work and other contracts concluded between the Seller and the Customer (hereinafter referred to as the "Contract") in accordance with the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), if the Contract or the invoice documents refer to these GTC, unless otherwise expressly stated in the Contract and are also contractual terms and conditions within the meaning of Section 1751 of the Civil Code.
- 1.2. By concluding the Contract or an amendment thereto, the Customer confirms that it has read the text of these GTC, accepts them and agrees to be bound by their provisions. By concluding the Contract, the Customer further confirms that he/she has been notified in advance of the existence of the GTC and has had the opportunity to familiarize himself/herself with them.
- 1.3. In the event of a conflict between the individual provisions of these GTC and the individual provisions of the Contract, the provisions of the Contract shall prevail.

2. Conclusion of the Contract

- 2.1. The Contract between the Seller and the Customer is concluded on the basis of the Customer's order made by telephone order, fax order, email order, written order made by the Customer on the basis of the Seller's valid price list, order placed via the Omega Direct website via <https://webtracking.omega-optix.cz/OmegaDirectWeb/>, Omega Direct application or order form on the Seller's website www.omega-optix.cz. An order is considered a proposal of the Contract and becomes binding when confirmed by the Seller.
- 2.2. Prior to entering into the first Contract, the Customer is required to register with the Seller and is assigned a unique customer number. The Customer may only order goods after prior registration with the Seller or as a logged-in user through his account.
- 2.3. The Customer shall place the order for the goods. Each Customer's order must contain at least the following essential information:
 - (a) identification data of the Seller and the Customer, indicating their company's name/name and surname, registered office/place of business, identification number, tax identification number;
 - (b) the Customer's customer number assigned by the Seller;
 - (c) a reference to the framework contract, if concluded;
 - (d) description of the goods ordered;
 - (e) the required quantity of the goods including their technical specification;
 - (f) the place of delivery of the goods shall be deemed to be the Customer's registered office unless otherwise agreed.
- 2.4. If the order does not contain the required information, it shall not be considered a proper order and cannot be confirmed as sent by the Customer. In such case, the Seller shall contact the Customer without undue delay to rectify the defects in the order. If the defects cannot be removed, the order shall not be considered.
- 2.5. Upon confirmation of the order to the Customer by the Seller, the Contract is concluded between the parties. If the order is confirmed by the Seller in respect of only part of the goods, the Contract between the parties shall only be concluded in respect of the goods specified in the confirmed

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part of the order. If there is any change in the order confirmation other than a mere reduction in the quantity of goods to be covered by the individual Contract, this shall constitute a new draft of the individual Contract. If the Seller's order confirmation contains changes, the Customer shall be deemed to have accepted them unless it expressly rejects them within 3 days of receipt of the order confirmation. Acceptance of the Seller's offer with an amendment or variation by the Customer which, even if only insubstantially, alters the terms of the Seller's offer is not an acceptance of the Seller's offer. The Contract shall be concluded only after agreement has been reached on all its particulars. Acceptance of the Seller's offer made by the Customer shall not contain any additions, reservations, limitations, deviations or other changes, nor shall it refer to terms and conditions other than these GTC. If the Contract is concluded in a form other than in writing, this Contract shall be deemed to be concluded only with the content agreed by the parties or confirmed in writing by the Seller to the Customer in its confirmation. Confirmation of order is via Omega Direct.

- 2.6. The Seller reserves the right to inform the Customer after confirming the order that the ordered goods cannot be delivered. If the Seller is unable to deliver the ordered goods and it is within the Seller's capability, the Seller shall offer the Customer an adequate replacement for the ordered goods. The Customer either agrees to the delivery of the replacement goods and the Contract is then concluded, the subject of which is the delivery of the replacement goods, or the Customer does not agree to the delivery of the replacement goods and is then entitled to withdraw from the concluded Contract.
- 2.7. Any change to the contents of the Contract may only be made in writing by an amendment to the Contract signed by both parties. Prior to the signature of the amendment to the Contract, the amount of any extra costs incurred in connection with the conclusion of the amendment shall be quantified and mutually agreed, and the amount corresponding to the agreed extra costs shall be explicitly stated in the amendment to the Contract. By signing the addendum, the Customer undertakes to pay these extra costs to the Seller.
- 2.8. The Customer agrees to the use of remote means of communication in concluding the Contract. Costs incurred by the Customer in using remote means of communication in connection with the conclusion of the Contract (such as internet connection costs, telephone call costs) shall be borne by the Customer.

3. Fulfilment of delivery of the goods and delivery period

- 3.1. The Seller shall deliver the Goods to the Customer within the period agreed in the Contract and shall allow the Customer to acquire ownership right to them, and the Customer undertakes to take over the goods and pay the Seller the purchase price. The goods shall be delivered to the Customer's registered address, unless the Customer specifies otherwise in the order.
- 3.2. If the Customer fails to take over the goods in due and timely manner, the Seller shall be entitled to charge the Customer for the costs associated therewith.
- 3.3. For items in stock in the Czech Republic, the shipment time is usually the day after the order is received. The delivery time is met if the goods have left the warehouse within the expected time. In the event of non-compliance with the delivery deadline caused by circumstances beyond the control of the supplier, e. g. strike, or other circumstances beyond the control of the supplier, e. g. force majeure, lack of energy, materials, late delivery of semi-finishes, finishes despite careful selection of suppliers, the Seller reserves the right to extend the delivery deadline for the duration of these circumstances or obstacles to delivery. Force Majeure shall include, but not be limited to, mobilization, war, natural disaster, civil unrest, power outages, etc. The Seller shall inform the Customer of the impediment as soon as it is able to do so, specifying which impediment it is and specifying when it will be able to fulfil its obligation(s) subsequently. Delivery times may be further specified in the Seller's current catalogue. The Seller's current catalogue is available on the website



<https://www.omega-optix.cz/>.

- 3.4. If the goods are not in stock, the shipment time may be up to 10 days, of which the Customer will be notified by electronic communication when the order is confirmed by the Seller or without undue delay after such confirmation. After the expiry of this period, the parties may agree on a further delivery period; if this is not agreed, the Contract shall be deemed cancelled.
- 3.5. The Customer shall have the right to withdraw from the Contract if the extension of the delivery period pursuant to Article 3.4. of the GTC is unacceptable to it to the extent corresponding to the unfulfilled part thereof. The Customer shall be entitled to claim damages caused thereby in a demonstrable amount. The Seller's obligation to compensate for damages is limited to a maximum of 5 % of the value of the undelivered goods (the value of the goods means the price of the goods excluding transportation, VAT and other costs).
- 3.6. The Customer is fully responsible for the acceptance of the goods in accordance with the concluded Contract. In the event that the Customer authorises any third party (hereinafter referred to as the "Authorised Person") to take delivery of the goods under the Contract, the Customer shall be fully responsible for the accuracy of the authorisation and for the acts of the person authorised to take delivery. The Seller shall not be liable for any damage caused to the Customer by such Authorised Person.
- 3.7. Where the Seller or its chosen carrier delivers the goods under the Contract at the place of delivery specified by the individual Contract to the Customer's Authorised Person, the Seller or its chosen carrier shall be deemed to have been in good faith as to the identity of that person. The Seller shall not be liable for any consequences arising in relation to the Customer in the event that it transpires that such person was not in fact authorised by the Customer to take delivery under the Contract.
- 3.8. The Seller shall not be liable for any consequences arising in relation to the Customer in the event that the Customer fails to provide the cooperation necessary for the performance of the delivery by the Seller. The Seller shall not be in default during the period of the Customer's delay in providing cooperation.
- 3.9. The risk of damage to the goods (e.g. loss or deterioration of the quality of the goods) as well as any additional costs incurred shall pass from the Seller to the Customer at the moment of delivery of the goods to the first domestic carrier. Obvious packaging defects resulting from transport shall be claimed by the Customer from the carrier. Errors in the order or deviations in the delivered quantity must be notified to the Seller in writing immediately and no later than 7 working days after delivery of the goods.
- 3.10. The method of delivery and carriage shall be chosen by the Seller, unless otherwise agreed.

4. Price

- 4.1. Prices for the goods are listed in the Seller's current price list/catalogue. The prices stated in the price list/catalogue are current, valid and binding for both parties, unless the parties agree otherwise. The prices quoted in the Purchase Price List are per item and do not include value added tax (VAT).
- 4.2. The prices are quoted in the currency indicated on the price-list.
- 4.3. The Seller is entitled to unilaterally change (update) parts or the entire price list/catalogue at any time. The price of the goods becomes binding upon conclusion of the Contract. The price of the goods includes the price of the packaging which is customary in normal commercial transactions. The Seller reserves the right to charge extra costs incurred in the delivery of the goods (postage, cash on delivery, express, courier service, etc.) and the Customer is obliged to pay these extra costs to the Seller. The Seller shall transport the goods only on the basis of the Customer's order and at the Customer's expense, unless otherwise agreed. Upon the issue of a new price list/catalogue or an update of the price list/catalogue, the previous version shall cease to be valid.

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- 4.4. If the Contract stipulates the Customer's obligation to pay the Seller a deposit, the Seller is not obliged to commence performance until the deposit has been paid by the Customer to the Seller. If the Customer is in default in the payment of the deposit, the Seller cannot be in default and the time for delivery of the goods by the Seller shall be extended by the period for which the Customer is in default.
- 4.5. The price of the goods does not include the assembly, installation of the goods and their subsequent servicing. Servicing of the goods (i. e. including the purchase of any spare parts) shall be at the Customer's expense unless otherwise agreed. The Customer shall bear the cost of supplying any spare part to the Customer. Assembly, installation and servicing of the goods shall be provided by the Seller only on the basis of the Customer's order and at the Customer's expense, unless otherwise agreed.
- 4.6. The current catalogue is available on the Seller's website <https://www.omega-optix.cz/> and the customer price -list is sent by the seller to the customer by email.

5. Payment terms

- 5.1. The due date of invoices is 14 days from the date of invoice issue, unless otherwise specified, while compliance with the due date is assessed in the case of non-cash payments according to the date of crediting the payment to the Seller's account and in the case of cash payments according to the date of payment in cash to the person authorized by the Seller.
- 5.2. Payment of the remaining part of the price under the Contract after deduction of the advance payment shall be made by the Customer on the basis of an invoice – tax document issued by the Seller, unless payment has been made in advance on the basis of an advance invoice in full. The Customer shall be obliged to make the payment within the due date specified in this invoice.
- 5.3. If the Customer fails to make payment of the price or any part of the price by the due date, the Customer shall be in default from the following day. If the Customer is in default in the payment of the price or any part of the price, the Customer shall pay the Seller a contractual penalty of 0,1 % of the amount due for each day of default. In the event of repeated breaches of payment morality by the Customer, the Seller will require payment in advance by way of an advance invoice, up to 100 % of the price, and/or deliveries of goods will be made on delivery. The Seller is entitled to set off its own overdue receivables from the Customer against the Customer's receivables from the Seller.
- 5.4. The agreed contractual penalty shall not affect the Seller's claim for compensation for damages to the full extent. The parties agree that the Seller shall be entitled to compensation for damages in the event of default by the Customer in addition to interest on default.

6. Quality of goods, warranty and complaints

- 6.1. The goods shall be delivered in the usual standard quality corresponding to the type of goods delivered, unless otherwise agreed between the parties.
- 6.2. The Seller shall provide the Customer with a warranty of 24 months for the goods supplied as specified in the price list/catalogue. The warranty period shall commence from the date of delivery of the goods.
- 6.3. The Seller's liability for defects shall be governed by the relevant provisions of the Civil Code as amended, unless otherwise agreed in these GTC or the Contract.
- 6.4. The Customer is obliged to inspect the goods upon receipt and to ascertain their condition, quantity and completeness and to notify the Seller of any defects found without undue delay after receipt of the goods, indicating the invoice or delivery note number relating to the goods claimed.

- 6.5. Any defects in the goods discovered at a later date must be notified to the Seller in writing with a precise description of the defect and identification of the goods. The Customer may to attach a photograph of the claimed defects. The Customer may to prove that the goods already had the claimed defects at the time of the transfer of the risk of damage to the goods, i. e. at the time of delivery. If the Customer fails to comply with any of the conditions of the complaint procedure specified in the Contract and/or these GTC, the Seller is not obliged to accept the complaint as justified.
- 6.6. The Customer's right of defective performance is based on the defect that the goods have when the risk of damage to the goods passes to the Customer. The Seller shall also be liable for defects that arise within the specified warranty period after the delivery of the item to the Customer, if the warranty was provided in the individual case and if the Customer proves that the defects were caused by a breach of the Seller's obligations. The warranty does not cover non-compliance with assembly or installation instructions, normal wear and tear, improper use or maintenance of the goods, cases of intentional damage to the goods or damage caused by force majeure.
- 6.7. Costs incurred in connection with a claim shall be borne by the Seller in the case of a justified claim and by the Customer in the case of an unjustified claim. In this case, the obliged party shall reimburse these costs to the entitled party within 30 days from the date of receipt of the invoice, which shall duly account for and quantify these costs.
- 6.8. If the Contract is not substantially breached by defective performance, the Customer shall be entitled exclusively to the remedy of such defects or to a reasonable price reduction, at the Seller's option. The provisions of Section 2107 (3) of the Civil Code shall not apply. The condition for this claim is the fact that the Customer has claimed the defects in writing to the Seller without undue delay after their discovery. If it turns out that unreasonable costs would be associated with the removal of defects, the Customer shall be entitled to claims for defects in accordance with Article 6.9. of these GTC. The assessment of whether a particular case is a substantial or not substantial breach of the Contract due to defective performance, as well as the assessment of the disproportionality of the costs associated with the removal of defects, is the sole responsibility of the Seller. The Seller is obliged to inform the Customer of the result of such assessment in writing (e-mail is sufficient).
- 6.9. If the Contract is substantially breached by defective performance, the Customer is entitled to have the defects removed (in particular by repair or delivery of a new defect-free performance), to a reasonable price reduction, at the Seller's option, and/or to withdraw from the Contract. This right shall be subject to the fact that the Customer has notified the Seller of the defects in writing without undue delay after their discovery.
- 6.10. Claims for surface defects of lenses that have already undergone processing in the Customer's manufacturing process cannot be accepted as legitimate claims. The Seller shall not be liable for defects caused by natural wear and tear or unprofessional handling and for defects caused by transport, improper use or storage of the goods, unprofessional intervention or neglect of necessary maintenance of the goods or for mechanical or chemical damage. The Seller shall not be liable for any damage to the goods caused by failure to observe the prescribed or usual methods of use. It is a condition of the warranty, if granted, that all maintenance and repairs to the goods during the warranty period shall be carried out solely in accordance with the Seller's instructions and directions. The Seller shall not be liable for defects in the goods caused by improper maintenance and installation of the goods.
- 6.11. In the event of default of the Customer in payment of the price under the Contract, the Customer shall be without further notice and irrevocably disposed of the claims to any warranty for quality under these GTC and the warranty certificate (warranty certificate). No warranty shall be provided in such a case. Section 2108 of the Civil Code shall not apply.
- 6.12. The Seller shall not be liable for damages incurred by third parties in the event of faulty instructions by the Customer or faulty assembly of the goods by the Customer or a person authorised by the Customer. The Customer shall not be entitled to claim compensation for any damage incurred simultaneously with a claim for liability for defects.

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7. Reservation of ownership

- 7.1. The Customer acquires the ownership right to the goods only upon full payment of the purchase price to the Seller. The Customer is not entitled to place a lien on the goods until payment has been made in full.
8. Technical information
- 8.1. The Seller undertakes to remedy the material or manufacturing defect free of charge by improvement, by delivery of faultless goods or by a discount on the purchase price at its discretion.
- 8.2. In the event that the Customer orders lenses with anti-reflective coating but does not specify the exact type in the Seller's catalogue, the Seller will manufacture, deliver and charge for type Oasis (green) lenses with anti-reflective coating as standard. In this case, the Customer shall not be entitled to claim against the Seller in the sense of confusion or incorrectly supplied type of anti-reflective coating.
- 8.3. The Seller reserves the right to charge a cancellation fee in the following cases:
- A cancellation fee is not charged if the error is clearly on the Seller's side;
 - 20 % of the price of the goods in the case of a disputed.

9. Privacy Policy

- 9.1. The Seller is a personal data controller registered with the Office for Personal Data Protection and provides protection of the Customer's personal data on the basis of applicable legislation, in particular Act No. 110/2019 Coll., on the processing of personal data and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR").
- 9.2. By registering with the Seller and/or entering into the Contract, the Customer consents to the processing of the following personal data: name and surname, date of birth, residential and/or registered office address, identification number, tax identification number, e-mail address, telephone number, bank or other contact details for the purpose of payment of the purchase price (hereinafter referred to as 'Personal Data'). The Seller undertakes to handle this data in accordance with the principles in Article 5 of the GDPR.
- 9.3. The Customer grants the Seller consent to the collection, processing and storage of his personal data to the extent that he has provided it to the Seller, for the purpose of fulfilling the subject of the Contract, for the purposes of marketing the Seller, sending information and commercial communications to the Customer.
- 9.4. The personal data will be processed for the period necessary to ensure the mutual rights and obligations arising from the business relationship, i.e. always for at least the duration of the Contract, and further for the period for which the Seller is obliged/entitled to keep the data according to binding legal regulations; the same applies if the Contract is not concluded. The personal data will be stored in accordance with the above in the Seller's database, subject to the conditions set out in the applicable legislation. After the purpose of the processing has passed or if the Seller no longer has any legal basis for processing the personal data, the Seller will delete the personal data.
- 9.5. The provision of the Customer's personal data to the Seller is entirely voluntary. The Customer is not obliged to provide personal data. The only consequence of not providing personal data is the failure of the Seller to fulfil the purpose of the processing.
- 9.6. The Customer may withdraw his consent at any time. Notification of withdrawal of consent to the processing of personal data may be sent by the Customer either in writing to the Seller's delivery address or by e-mail. However, the Seller may process the Customer's personal data necessary for



the performance of the Contract and for the purposes of the legitimate interests of the Seller or a third party without the Customer's consent, unless the interests or fundamental rights and freedoms of the Customer take precedence over such interests.

- 9.7. The Seller is entitled to process personal data in the provided scope manually in written form or automatically in electronic form.
- 9.8. The Customer acknowledges that he/she is obliged to provide his/her personal data correctly and truthfully and that he/she is obliged to inform the Seller without undue delay of any change in his/her personal data, if a change in the Customer's personal data could cause the Seller to be unable to properly and timely perform his/her obligations under the Contract.
- 9.9. The Seller may delegate the processing of the Customer's personal data to a third party as a processor.
- 9.10. The Customer has the right to obtain from the Seller information about the processing of his personal data. The Seller is obliged to provide this information to the Customer without undue delay. The Customer has the right to obtain from the Seller personal data in a structured, commonly used and machine-readable format. The content of this information shall include a statement of the purpose of the processing of personal data; the personal data or categories of personal data subject to processing, including any available information on their source; the nature of the automated processing in relation to its use for decision-making, if acts or decisions are made on the basis of this processing, the content of which is to interfere with the rights and legitimate interests of the data subject; the recipients or categories of recipients. The Seller may require the Customer to pay a reasonable fee for the provision of this information, which corresponds to the costs necessary to provide the information.
- 9.11. In the event that the Customer discovers or believes that the Seller carries out processing of her personal data that is contrary to the protection of her private and personal life or contrary to the law, in particular if the personal data is inaccurate with regard to the purpose of its processing, she has the right to request the Seller to explain and remedy the situation thus created, in particular, this may involve blocking, correcting, supplementing or destroying the personal data. If the Seller does not comply with the Customer's request, the Customer has the right to contact the Data Protection Office directly.
- 9.12. The Customer has the right to have inaccurate personal data corrected by the Seller without undue delay or, taking into account the purposes of the processing, the Customer has the right to have incomplete personal data completed, including by providing an additional statement.
- 9.13. The Customer may inform the Seller that he/she wishes to stop sending commercial communications pursuant to Act No. 480/2004 Coll., on certain information society services, either in writing to the Seller's delivery address or by electronic mail.
- 9.14. The Seller declares that the Customer's personal data are processed with the assurance of their protection and confidentiality against unauthorized or unlawful processing and against accidental loss, destruction and damage. The Seller undertakes to protect the Customer's personal data properly and not to disclose them to third parties, except for the data necessary for the delivery of the goods and except for the fulfilment of the obligation stipulated by law.

10. Trade secrets

10.1. The Customer is obliged to keep secret all information found in connection with the performance of individual Contracts with the Seller, in particular all facts constituting trade secrets of the Seller, not to disclose them without the prior written consent of the Seller in relation to third parties and not to use such information for their own or others' benefit. The Customer acknowledges that the Seller's trade secrets include in particular the following:

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- price offers, discounts, bonuses granted and any information from which the Seller's business strategy and policy can be deduced,
 - technical data and documentation, technical solutions of goods, samples and
 - all information constituting the Seller's intellectual property, unless such information is publicly available and generally known.
- 10.2. The Customer shall also ensure that its employees, even after termination of employment, and other persons who become aware of the information defined in Article 10.1. of these GTC in the course of their employment or other similar relationship with the Customer, shall maintain confidentiality of all facts of which they have become aware in the course of performance of contracts with the Seller, in particular facts constituting trade secrets of the Seller, and shall not use them for their own or others' benefit.
- 10.3. The provisions of Articles 10.1. and 10.2. of these GTC shall apply even after the termination of the Seller's cooperation with the Customer and shall not be limited in time.
- 10.4. For each individual detected breach of the obligations arising from Article 10 of these GTC, the Seller is entitled to require the Customer to pay compensation for any damage caused.
- 10.5. All documents, samples, materials, technical documentation and aids (hereinafter referred to as "Aids"), with the exception of promotional materials intended for transfer to third parties, which the Customer has acquired for a consideration or without consideration in connection with the conclusion of the Contract with the Seller, the Customer shall be obliged to properly cherish and protect from damage, loss, destruction or misuse. The Customer shall protect the Aids from third parties and take all measures to keep their contents secret from third parties if they are to remain secret.

11. Withdrawal from the Contract

- 11.1. The Customer, who is not a consumer, is entitled to withdraw from the Contract only on the basis of paragraph 6.9. of the GTC and in the cases defined by law.
- 11.2. The Seller is entitled to withdraw from the Contract if this GTC or the applicable and effective legislation of the Czech Republic (Civil Code) so provides.
- 11.3. If there are irremovable obstacles on the part of the Seller, which are not caused by the Seller, preventing the fulfilment of its obligations towards the Customer, the Seller shall have the right to unilaterally withdraw from the Contract in writing and shall immediately refund to the Customer the amount already paid less the costs incurred so far, from which the Customer has benefited. The Seller shall not be liable to the Customer for failure to perform its obligations under the Contract or for damage caused by such failure, if the failure to perform the obligations occurs due to unforeseen and unavoidable events that the Seller could not have prevented. The Seller shall not be liable to the Customer for damages arising from contracts concluded by the Customer with other persons, in particular for consequential and indirect damages.
- 11.4. The Seller is also entitled to unilaterally withdraw from the Contract if the Contract or the law so provides. The Seller is entitled to withdraw from the Contract if the Customer has entered into liquidation or if insolvency proceedings have been initiated against the Customer. The Seller is also entitled to withdraw from the Contract or to stop delivery of the ordered goods if the Customer is in default in the performance of any of its payable obligations to the Seller for more than 30 days. The Seller shall also be entitled to withdraw from the Contract if the Customer seriously or repeatedly breaches any of its obligations under the Contract, although it has been notified in writing of this fact and has failed to remedy it even within a reasonable period of time granted thereafter, which shall not be less than 14 calendar days.

- 11.5. In the event that the Customer is in default, the Seller shall have the right to suspend delivery of the deliverable. The Seller shall notify the Customer of the suspension of delivery. In the event of suspension of delivery, the Seller shall not be in default of its obligation. On the date of payment of all amounts due by the Customer, the Seller shall start a new period of time to fulfil its obligations towards the Customer.
- 11.6. Withdrawal from the Contract must be in writing and must be demonstrably delivered to the other party. The effects of withdrawal from the Contract shall commence on the date of delivery of the written notice of withdrawal to the other party. Withdrawal from the Contract shall be delivered by registered mail to the address of the registered office of the other party. Withdrawal from the Contract shall also be deemed to have been served on the date on which the registered mail sent is returned as undeliverable or on the date on which the addressee expressly refuses to accept it.
- 11.7. In the event of withdrawal from the Contract, the parties shall return the benefits provided to each other without undue delay, no later than within 30 days of receipt of the written notice of withdrawal by the other party. The Customer shall return the goods in their original undamaged packaging, clean (not soiled), whole and with the original tax receipt or delivery note. If this is no longer possible (e. g. the goods have been destroyed in the meantime or the goods have been consumed by a Customer not acting in good faith or by a Customer abusing the right of withdrawal), the Customer must provide the Seller with a monetary compensation for the value of what can no longer be delivered. The Seller shall be entitled to claim from the Customer compensation for what can no longer be delivered and to set off its claim against the claim for reimbursement of the purchase price.
- 11.8. Cancellation of the Contract shall not affect the provisions of these GTC and the Contract, which shall survive the cancellation. Withdrawal from the Contract shall not affect the obligation of the parties to pay contractual penalties, damages or other damages.

12. Change of Terms

- 12.1. If any provision of these GTC becomes invalid, ineffective or unenforceable or is in conflict with applicable law, it shall be deemed to be fully severable from the other articles of the document and therefore the other articles of the GTC or the Contract shall remain in full force and effect.
- 12.2. The Seller shall be entitled to unilaterally propose reasonable amendments to these GTC, in particular but not exclusively following changes in legislation. The Seller shall inform the Customer of the proposed change to these GTC at least 1 month in advance via its website or by e-mail, including information on the proposed effective date. The Customer is obliged to familiarize himself with the proposed wording. Unless the Customer rejects the proposed change to the GTC in writing at least one day before the proposed effective date, the Customer shall be deemed to have accepted the proposed change to the GTC with effect from the date proposed by the Seller. If Customer rejects the proposed change to the GTC in writing, the original version of the GTC shall remain in effect. In the event that the Customer rejects the proposal to amend the GTC, both the Seller and the Customer shall be entitled to terminate the Contract with 1 month's notice.

13. Other provisions

- 13.1. The Customer hereby undertakes to follow the instructions, manuals and directives of the Seller in further handling of the subject of the Contract – in its resale, assembly, installation and service.
- 13.2. The Seller shall set recommended prices for the goods for the territory to which the goods are delivered. The Customer undertakes to offer and resell the goods only to third parties – end customers, and not to entrepreneurs (natural and legal persons) in the course of their business. The Customer undertakes not to offer or sell the Seller's goods to third parties via the e-shop.

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- 13.3. The Customer undertakes to take care to promote, advertise and maintain the good name of the Seller, in particular by: linking to the Seller's website on its own website, placing the Seller's logo and information about the Seller on its website, placing the Seller's logo in its business premises.
- 13.4. The Customer acknowledges that in its marketing activities it is obliged to comply with the relevant legislation, in particular the provisions of Act No. 40/1995 Coll., on the regulation of advertising and on the amendment and supplementation of Act No. 468/1991 Coll., on the operation of radio and television broadcasting, as amended. The Customer is fully responsible for the legality of advertising directed at end customers.
- 13.5. By entering into the Contract with the Seller, the Customer undertakes not to engage in any competitive behaviour in relation to the Seller during the term of the Contract which may be detrimental to the Seller's business activities, in particular not to engage in any competitive behaviour without the prior express consent, licence or other authorisation granted by the Seller:
- manufacture the goods which are the subject of this Contract and the individual Contract concluded hereunder;
 - copy, imitate or otherwise exploit the technical solutions used by the Seller in the production of the goods, or transfer these technical solutions to third parties;
 - present the Seller's goods as its own goods or as those of another entity;
 - or commit any other unfair competitive act against the Seller.

14. Final provisions

- 14.1. Unless otherwise stated in these GTC, the Contracts concluded on the basis of these GTC are governed by the law of the Czech Republic, in particular the Civil Code. All disputes arising out of and in connection with the Contract concluded on the basis of these GTC shall be finally decided by the Court of Arbitration of the Czech Chamber of Commerce and the Czech Agrarian Chamber according to its rules by a single arbitrator appointed by the President of the Court of Arbitration.
- 14.2. For the avoidance of any doubt the provisions of the United Nations Convention on the International Sale of Goods shall not apply to this GTC and the Contracts concluded on the basis of these GTC.
- 14.3. These GTC and the Contracts of which these GTC are a part are drawn up in the English language. If a different language version of these GTC or the Contract is drawn up (whether after or before its conclusion), the Czech language version shall always prevail.
- 14.4. Without the prior written consent of the Seller, the Customer shall not be entitled to assign (including collateral assignment or right) or pledge its claims against the Seller or assign the Contract or any part thereof or the rights and obligations arising therefrom.
- 14.5. Wherever not contrary to law, the Seller and the Customer agree, in accordance with the provisions of Section 630(1) of the Civil Code, that all rights and claims of the Seller against the Customer shall be barred within 10 years.
- 14.6. These General Terms and Conditions shall take effect on 1.1.2024.