

European Data Industries s.r.o. General Terms and Conditions for Orders

Issued on 1 January 2025

I.

Preamble

1. These General Terms and Conditions for Orders regulate all legal relations arising between European Data Industries s.r.o., Company ID No. 25304615, with registered office at No. 146, 683 01 Komořany, as the party ordering goods or services (hereinafter referred to as the "Customer"), and the supplier of such goods or services (hereinafter referred to as the "Supplier"), regardless of what specific type of contract has been agreed between them, unless the parties expressly agree otherwise in writing. The specification of the goods to be delivered, work to be performed or services to be provided is defined in the order.
2. The Supplier's business terms and conditions shall not apply, even if the Supplier expressly refers to them in its correspondence and documents.

II.

Establishment of the Contractual Relationship, Conclusion of a Contract

1. The contractual relationship between the Customer and the Supplier is established by the Customer issuing a written order and by the Supplier subsequently confirming the order without any deviations. A contract shall be considered concluded the moment the order is confirmed without any reservations.
2. The Customer shall be entitled to cancel or change the order at any time before it is confirmed by the Supplier. If the order is not confirmed by the Supplier within 2 working days of its delivery, it is deemed to have been cancelled.
3. Confirmation of the order and/or its performance by the Supplier deviating from the content of the order shall only be binding for the Customer if the Customer expressly agrees in writing to such deviation from the order. Neither the acceptance of such performance nor the payment for such performance shall constitute approval.

III.

Price and Payment Terms

1. The delivery price agreed in the contract is final. The price includes all costs necessary for the proper execution of the delivery, including transportation, unless otherwise specified in the contract.
2. If the subject of delivery is goods, the delivery price includes the cost of packaging the goods, transport of the goods, insurance of the goods, costs associated with the procurement of documents for the goods, labelling, customs duties, taxes, warehousing and all other costs associated with the delivery of the goods.
3. The Customer shall be obliged to pay the price to the Supplier on the basis of a tax document (hereinafter referred to as "Invoice"). The Supplier is obliged to issue the Invoice as of the date of taxable supplies. The date of taxable supplies is the date of confirmation of acceptance of the delivery by the Customer in accordance with Article V.4 hereof.
4. In addition to the mandatory particulars pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended

(hereinafter referred to as the "VAT Act"), and pursuant to Act No. 563/1991 Coll., on Accounting, as amended (hereinafter referred to as the "Accounting Act"), the Invoice must also give the order number, as well as the numbers and relevant subject names (codes) of each item. The invoice shall be accompanied by a delivery note confirmed by the Customer in accordance with Article V.4 hereof. The Customer is entitled to return an incorrectly completed or incomplete Invoice, an Invoice not supported by the relevant documents or an Invoice that does not contain the particulars stipulated by the VAT Act and the Accounting Act to the Supplier for correction, without being considered in default with the settlement thereof.

5. The maturity date of the Invoice shall be 30 days from its delivery to the Customer. In the event of an incorrectly completed or incomplete Invoice, an Invoice not supported by the relevant documents or an Invoice that does not contain the particulars stipulated by the VAT Act and the Accounting Act, the Invoice shall be due within 30 days of delivery of the duly corrected Invoice to the Customer. The price of the delivery shall be considered paid at the moment the amount is debited from the Customer's bank account.
6. The Customer shall be entitled to set off any due or not due receivables against the Supplier against any due or not due receivables of the Supplier by means of a unilateral written statement sent to the Supplier. The Supplier shall not be entitled to assign any receivable against the Customer to a third party, without the Customer's prior written consent.
7. Payment of the price by the Customer is conditional to the Supplier not being in default of any payment to the Customer for deliveries that were delivered even on the basis of a different contractual relationship. If the Supplier is in such default, the Customer shall not be considered in default of payment of the price, and the agreed maturity period shall be adequately prolonged by the period of time corresponding to the Supplier's delay mentioned above.

IV.

Contract Performance, Transfer of Ownership, Liability for Damage

1. The Supplier is obliged to make the delivery to the agreed place of performance at its own expense and liability, on the agreed date and time.
2. If the subject of delivery is goods, the Supplier is obliged to pack them in such a way that no damage to the goods occurs, or harm to health and property, during transport.
3. If the Supplier is in default on delivery, the Supplier is obliged to pay to the Customer a contractual penalty of 0.5 % of the price of the respective performance, including VAT, per day. This shall be without prejudice to the Customer's entitlement to compensation for damage exceeding this contractual penalty. If the Supplier defaults on delivery by more than 14 days, the Customer shall be entitled to withdraw from the contract.
4. Ownership and liability for damage to the delivery shall pass to the Customer upon written confirmation of acceptance of the complete delivery at the place of performance, in accordance with Article V.4 hereof. If the subject of delivery



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is also the performance of work or other performance, the ownership and liability for damage to the delivery shall pass to the Customer upon signature of the record of acceptance of the performance by the Supplier and the Customer.

V.

Goods Acceptance Procedure

1. If the subject of performance is the delivery of goods, except for oversized goods, the Supplier is obliged to deliver the goods to the place of performance on a working day between 6 a.m. and 2.30 p.m., unless the Customer and the Supplier agree otherwise. The place of performance is the Customer's Central Material Receipt facility at Slavkovská 1290, 683 01 Rousinov, unless otherwise agreed in the contract.
2. The Supplier shall unload the goods in the designated area for central receipt of material at the Customer's gatehouse. The delivery shall be accompanied with a delivery note in duplicate containing data corresponding to the confirmed order, i.e. with the order number and the exact designation of the goods according to the individual order items with specification of the quantity.
3. During acceptance of the goods, the Customer shall confirm the acceptance thereof to the Supplier by signing one copy of the delivery note. By accepting the goods, the Customer does not confirm the quantity or quality of the delivered goods.
4. The Customer shall carry out an incoming inspection after acceptance of the goods. If the delivered goods correspond to the agreed quantity, quality and design, the Customer shall confirm this to the Supplier by signing the second counterpart of the delivery note and sending it to the Supplier's email address. Otherwise, the Customer shall proceed in accordance with Article VI.2 hereof.

VI.

Warranty and Liability for Defects

1. If the Supplier provides the Customer with a warranty for the quality of the delivery, its term shall be determined by the contract. The warranty period shall commence once the liability for damage to the delivery passes to the Customer.
2. If the Customer discovers any defects in the delivery, it shall draw up a notice of defects and deliver it to the Supplier without undue delay. In this notice, the Customer shall state which defect liability claim under Article VI.3 it has chosen. The Supplier is obliged to settle the complaint within 30 days.
3. Regardless of the nature of the defect or the gravity of the breach of contract caused by the occurrence of the defect, the Customer is entitled to demand the removal of the defect by delivery of a replacement delivery, removal of legal defects, repair of the delivery if the defects are repairable, demand a reasonable discount from the price of the delivery or withdraw from the contract. The choice of claim rests exclusively with the Customer. The costs associated with the complaint, including transport costs, shall be borne by the Supplier.
4. If the Customer has not withdrawn from the contract due to defects and the Supplier has not remedied the defects as chosen by the Customer, not even after an additional period of time is provided, or if the defect has occurred repeatedly,

the Customer is entitled to withdraw from the contract in whole or in part and proceed to remedy the defect or procure a replacement delivery at the Supplier's expense, either by itself or through a third party, without prejudice to the Supplier's obligations under the quality warranty and liability for defects.

5. The Customer shall not be obliged to pay the price of the delivery to the Supplier until all defects in the delivery have been remedied.
6. The Customer is entitled to require that the Supplier pay a contractual penalty for defective performance of the subject of the contract in the amount of 15 % of the agreed price. This shall be without prejudice to the Customer's entitlement to compensation for damage exceeding the contractual penalty.

VII.

Compensation of Damage

1. The Supplier shall be held liable to the Customer for damage incurred by the Customer as a result of a breach of the Supplier's obligations under the contract or a legal regulation, including damage that the Supplier could not foresee as a possible consequence of the breach of its obligation and including force majeure events. The Supplier undertakes to compensate the Customer for damage in full within thirty days of delivery of the Customer's written request.
2. The total extent of the Customer's obligation to compensate the Supplier for damage incurred by the Supplier in connection with the performance of the contract (delivery) or as a result of a breach of a legal regulation is limited to 10 % of the price of the delivery. The agreed limits shall not apply to compensation for damage caused intentionally or as a result of gross negligence or to compensation of harm caused to a natural person due to infringement of such person's natural rights.

VIII.

Insurance

1. The Supplier undertakes to have, no later than on the date of conclusion of the contract, sufficient commercial liability insurance, i.e. depending on the specific subject of performance, to have insurance of liability for damage caused by product defects, for provision of professional services, for defects in work after it is handed over or for operational activities, and to provide the Customer with proof of the conclusion of this insurance policy upon request. The Supplier shall maintain the insurance policy throughout contract performance.
2. A contractual penalty of CZK 10,000 is hereby arranged in case of a breach of the obligations determined in this Article VIII.1.

IX.

Confidentiality

1. All information provided by the Customer to the Supplier in connection with the delivery shall be considered confidential. The Supplier undertakes not to disclose this information to third parties without the Customer's prior written consent, which obligation shall survive the termination of the contractual relationship between the

Customer and the Supplier.

2. For every single breach of the obligation set out in Article IX.1, the Customer shall be entitled to payment of a contractual penalty of CZK 100,000.

X.

OHS Policy

1. Persons who perform deliveries on behalf of the Supplier or who are present on the Customer's premises in connection therewith are obliged to comply with the legal regulations concerning occupational health and safety, fire protection (Labour Code, relevant laws, decrees, government regulations, Fire Protection Act) and environmental protection, as well as the principles of safe conduct at workplaces and the established working procedures, so as not to threaten the environment, the health and life and property of themselves and of other persons.
2. The Supplier shall make sure that the persons who carry out delivery on its behalf are provided with appropriate personal protective equipment, that such equipment is properly used by such persons and that such equipment is maintained in a good and serviceable condition.
3. The Customer is entitled to exclude from the Customer's premises, at its discretion, persons who violate the relevant OHS regulations, principles of safe conduct at workplaces and established work procedures.
4. A contractual penalty of CZK 10,000 is hereby arranged for every single breach of the obligations determined in Article X.1 and X.2.

XI.

Withdrawal from the Contract

1. The parties are entitled to withdraw from the contract only in the event of a material breach of the contract, in cases expressly agreed by the parties in writing, in cases specified in these General Terms and Conditions for Orders or expressly provided for in the legal regulations.
2. Withdrawal shall take effect upon the delivery of the written notice of withdrawal to the other party.
3. Any breach of the Supplier's obligation to deliver performance in a due and timely manner, delay in fulfilling the Supplier's obligations arising from liability for defects or violation of the OHS policy set out in Article X is always considered to be a material breach of the contract.

XII.

Final Provisions

1. If the Customer and the Supplier agree in the contract to deviate from these terms and conditions, the provisions of the contract shall prevail.
2. If any provision of these terms and conditions is or becomes invalid or ineffective, this shall not affect the validity and effect of the remaining provisions thereof.
3. Delivery according to these General Terms and Conditions for Orders shall be understood to mean delivery via a postal licence holder or by email to a pre-agreed email address (even without a guaranteed electronic signature), delivery to a data box or personal delivery. A letter sent through a postal licence holder shall be deemed to have been delivered on the third day after being sent, even if the addressee has not accepted it. Written form is also observed if email is used.

4. The contractual penalties arranged hereby shall be due within 30 days of delivery of the accounts thereof to the other party. Payment of a contractual penalty shall be without prejudice to the entitlement to compensation for damage.
5. All contractual relationships between the Customer and the Supplier shall be governed by the legislation of the Czech Republic, especially by the Civil Code. All disputes arising from the relationship between the Customer and the Supplier shall be settled by the general courts of the Czech Republic.
6. The Customer and the Supplier expressly confirm that they act as entrepreneurs with business activities in their contractual relationship with each other and neither party has the status of a weaker party compared to the other.
7. The Supplier assumes the liability for a change in circumstances after conclusion of a contract, pursuant to Section 1765(2) of the Civil Code.

