

General Business Conditions of AUTOCONT a.s. for Business, Service and Warranty

with registered office at Hornopolská 3322/34, Ostrava -Moravská Ostrava, Postal Code 702 00, ID No. 04308697, registered in the Commercial Register kept by the Regional Court in Ostrava under file no. B 11012

1. Basic provisions

- 1.1. These General Business Conditions of AUTOCONT a.s. for Business, Service and Warranty (hereinafter referred to as „General Terms and Conditions“) regulate the relationships in the supply of goods and services, i.e. hardware -HW, software -SW, consumables, auxiliary materials, spare parts, documentation, etc. (hereinafter referred to as „Subject Matter“) by AUTOCONT a. s., (hereinafter referred to as „Supplier“) to customers and are binding for all business dealings with Supplier. Any deviating written agreements of the parties shall prevail over the provisions of these General Terms and Conditions.
- 1.2. By signing legally binding acts aimed at establishing a contractual relationship between the Supplier and the Customer in relation to the delivery of the subject of performance by the Supplier, the parties accept that their mutual contractual relationship will be governed by the regime of the Civil Code. The establishment of the agreed contractual relationship is always conditional on the acceptance of the customer's order by the supplier. In the case where the sale of goods (or the realization of the subject of performance) is carried out using means of distance communication (in particular electronic commerce on the Internet), by sending the order the consumer confirms that he has been acquainted with these General Terms and Conditions, expresses his consent to their wording and his will to be guided by them in business dealings with the Supplier. In the event that any provision of these General Terms and Conditions is in conflict with the legal provisions establishing the protection of consumer rights, then such provision of these General Terms and Conditions shall not apply to the legal relationship between the Supplier and the Consumer and the relevant legal provision shall apply.
- 1.3. Definition of basic terms. A consumer is any person who, outside the scope of his or her business activity or outside the scope of the independent exercise of his or her profession, concludes a contract with an entrepreneur or otherwise deals with him or her (see Section 419 of the Civil Code). A payer is a purchaser who enters into a contractual relationship with a supplier but acquires an item of supply with the expectation that it will be used by the recipient/customer. The recipient/customer, as the user of the object of performance, is authorised in writing by the Customer to take over the object of performance and to take all other actions in connection with its use. The seller is the seller's employee authorised to represent the supplier in business dealings.

2. Price of the subject of performance

- 2.1. The overview catalogues and price lists issued by the Supplier, as well as verbal and telephone information or information provided via Internet web servers on the prices of the subject of performance are informative, non-binding on the Supplier and not enforceable by the Customer. The Supplier reserves the right to change the technical parameters or prices of the subject of performance without prior written notice. The Supplier shall not be liable for any errors arising from the printing of commercial and technical materials.
- 2.2. In order to specify the price and specification of the subject of performance, the Purchaser is entitled to request a binding quotation (hereinafter referred to as „quotation“), which is valid for 7 calendar days from the date of issue, unless otherwise specified.
- 2.3. The prices of the subject of performance stated in the price offer do not include any related services, unless explicitly stated otherwise. The requirement for the provision of related services must be explicitly stated in the order.
- 2.4. The Supplier assumes the usual use of the subject of performance. Any specific requirements for the subject of performance (e.g. the operating system with which the subject of performance is to be operated, the method of its connection, etc.) must be explicitly stated in the order.

3. Conclusion of the contract

- 3.1. Individual business cases are concluded on the basis of written orders sent by mail or fax or orders sent electronically (via e-mail or Internet web servers), in exceptional cases also on the basis of verbal or telephone orders. The order is usually preceded by a quotation from the Supplier based on the Customer's request. Unless otherwise stated in writing, these General Terms and Conditions shall apply to the contractual relationship between the Supplier and the Customer. The relevant parts of the General Terms and Conditions shall apply until the rights and obligations between the Supplier and the Customer have been fully settled. For the calculation of the price of the subject of performance, the prices stated in the Supplier's valid written offer or the prices valid at the time of acceptance of the order shall apply.
- 3.2. The order must contain the following essential elements:
 - the trade name and registered office of the Customer, including telephone and fax numbers; if the Customer is a natural person, the name and surname, residence and place of business
 - the person authorised to act on behalf of the Customer, the Customer's VAT number and VAT number (if registered as a VAT payer);
 - unambiguous specification of the subject of performance and its quantity (including the provision of related services or performance), delivery conditions (place and date), the person responsible for taking over the subject of performance and any other specific requirements for the subject of performance;
 - all information thus obtained about customers is stored in accordance with the applicable laws of the Czech Republic, Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation (GDPR). Information on the processing of personal data by the Supplier is published on the website <https://www.autocont.com/about-company/gdpr>.
- 3.3. Upon receipt of the Customer's order, the Supplier shall send the Customer an Order Confirmation in writing, by fax or by e-mail. The Supplier is also entitled to accept an order received after the expiry of the validity period of the offer. The Supplier shall send the Order Confirmation to the Customer within 2 working days of receipt of the Order. If the basic data (scope and characteristics of the subject of performance, delivery and payment terms) in the order confirmation issued by the Supplier agree with the text of the Customer's order, the Supplier confirms its willingness to accept the Customer's order as binding by handing over or sending the order confirmation, and the binding relationship is established at that moment.

- 3.4. In the event that any of the requirements specified in the Customer's order cannot be met, the Supplier shall resend the offer to the Customer indicating the possible variants of the order and requesting the Customer's opinion. In the event that the Customer's order is for a non-standard item, the Supplier shall, prior to acceptance of the order, request a deposit of the agreed amount on the basis of an advance invoice issued in accordance with Article 8.2 of these Conditions. The delivery period specified in the order confirmation shall commence upon payment of the deposit by the Customer.
- 3.5. The fourth sentence of Article 3.3 shall not be binding on the Supplier if the manufacturer ceases to manufacture and supply the product that is the subject of the performance, replaces it with a new version, or significantly changes the price of the product. In such a case, the Supplier shall immediately notify the Customer of this fact and, in agreement with the Customer, send an updated order confirmation.
- 3.6. In case of larger deliveries of the subject of performance or specific conditions under which the performance is to be carried out, or if either of the parties so requests, the parties may conclude a separate contract for the subject of performance with reference to the wording of these General Terms and Conditions.

4. Delivery conditions

- 4.1. Deliveries of the subject of performance will be carried out as soon as possible, depending on the availability of products and operational capabilities of the Supplier, usually within 1-21 days, in the case of special products and larger deliveries within 3-8 weeks.
- 4.2. The expected date of performance is indicated in the order confirmation. In exceptional cases, the Supplier may extend the delivery date, but must immediately notify the Customer of this change.
- 4.3. Delivery of the subject of performance to the Customer at the Supplier's dispatch point, or handover by an authorised employee of the Supplier (if the supplier's own transport is used) at the place of performance, or handover of the subject of performance to the first domestic carrier shall be deemed to be fulfilment of the term of performance.
- 4.4. If a personal collection by the Customer is agreed or if the object of performance requires installation at the Customer's premises, the communication to the Customer that the object of performance is ready for dispatch is also considered as meeting the performance deadline. A delay in taking delivery of the object of performance or its installation at the Customer's premises shall not affect the fulfilment of the performance deadline.
- 4.5. Unless otherwise agreed, the place of performance shall be the Supplier's relevant point of dispatch. If the Customer requires a different place of performance, this place shall be the Customer's registered office or the place of performance indicated on the order and also on the order confirmation.
- 4.6. The costs associated with delivery to a place of performance other than the Supplier's point of dispatch shall be borne by the customer. If the Purchaser requires the transport of the object of performance, the Supplier shall select an adequate method of transport (postal transport, transport service or the Supplier's own transport) according to the nature of the object of performance and the data on the order and order confirmation. If the object of performance is transported in accordance with the Purchaser's transport instructions, the risk of loss, damage or destruction shall pass to the Purchaser at the moment the object of performance is handed over to the postal carrier or the first carrier for the purpose of transporting the object of performance to the Purchaser.
- 4.7. If the Customer does not take over the object of performance for reasons attributable to the Customer (e.g. the person designated by the Customer is not present despite the previously agreed date), the Customer shall bear the costs of redelivery in full.
- 4.8. The Customer is obliged to take over the object of performance and immediately check the conformity of the quantity and type of the object of performance with the delivery note or delivery note, or any obvious damage to the transport packaging or products.
- 4.9. If the Customer discovers a discrepancy with the delivery note or the delivery note, or obvious damage to the packaging or products, he is obliged to immediately notify the Supplier or the bearer of the consignment and indicate it in writing on the delivery note or the Supplier's delivery note or the delivery note of the forwarding service.
- 4.10. If a difference in the quantity and type of the object of performance or its obvious damage is detected, the purchaser is obliged to immediately complain about this defect to the Supplier, but no later than within 2 working days of delivery. Later claims of this type may not be taken into account by the Supplier.
- 4.11. The Customer is obliged to check the serial numbers of the object of performance with the record on the delivery note or the dispatcher upon receipt of the object of Page 1 performance, its inspection and subsequent commissioning. He shall notify the Supplier of the difference detected within 3 working days of taking delivery of the object of performance at the latest. The Supplier shall then ensure that the correction is made and a new delivery note or dispatch note sent within 10 working days. If the Customer does not notify the difference in time, the difference between the serial number of the product and the serial number stated on the delivery note or dispatch note shall be grounds for rejection of the claim.
- 4.12. At the time of sale, the Customer is informed about the collection points for the collection of used electrical equipment.

5. Order cancellation by the customer

- 5.1. Upon acceptance of the order by the Supplier pursuant to Article 3.3, the change or cancellation of the order must be discussed with the relevant sales representative.
- 5.2. The Supplier is entitled to charge the Customer a cancellation fee of up to 50% of the price of the subject of performance or the cancelled part thereof to cover the costs reasonably incurred in connection with the change or cancellation of the order.

6. Installation of the object of performance

- 6.1. If the Customer requires installation of the subject of performance, or if the subject of performance requires installation at the Customer's premises, this is carried out for a fee, usually at the time of delivery of the subject of performance or at a time agreed with the Supplier's authorised person. The Customer undertakes to ensure that the object of performance is properly stored in a manner appropriate to its nature and value until the object of performance is installed.
- 6.2. If the Customer requires the installation of the subject of performance, it is obliged in such a case to ensure the access of persons authorised by the Supplier to the premises where the subject of performance is to be installed and to create the necessary conditions for the installation (in particular to ensure appropriate cooperation, knowledge of access passwords to the computer network, information on the configuration of the existing system, backup of existing data on the equipment concerned, etc.). The scope of the conditions is based on common practice and will be specified by an authorised person of the Supplier.

- 6.3. If the Customer fails to provide the Supplier with the required cooperation or fails to create the conditions for the successful installation of the subject of performance within the meaning of the preceding article, the Supplier shall be entitled to charge the Customer for the costs associated with the unsuccessful installation according to the Supplier's applicable price list. If a new attempt by the Supplier to install the object of performance at the Customer's premises remains unsuccessful for reasons attributable to the Customer, the Supplier shall be entitled to refuse to install the object of performance. The Supplier's obligation to install the object of performance shall be deemed to have been fulfilled on the date on which a repeated attempt to install the object of performance at the Customer's premises remains unsuccessful.
- 6.4. Installations at the Customer's premises are normally carried out during normal working hours, i.e. Mon -Fri between 8:00 a.m. and 5:00 p.m. If for operational reasons on the customer's side it is necessary to carry out the installation outside these hours, it is necessary that this requirement is indicated on the order or order confirmation and is therefore included in the agreed price. If the Customer additionally requires the installation of the object of performance outside standard working hours, the parties to this contractual relationship shall agree on the terms of such installation.
- 6.5. The installation of the subject of performance shall be deemed to be completed by demonstration that the relevant product is working properly according to the documentation provided or by other demonstration of standard operating condition, except as provided in Article 6.3.

7. Functionality of the object of performance

- 7.1. The Supplier shall not be liable for the suitability of the Deliverables for a particular purpose of use and for the possibility of use in the Customer's existing system unless this is stated in writing in the Tender, Order Confirmation or other written agreement. In any dispute as to the scope of the term customary use, the interpretation given by the Supplier's statutory body shall apply.
- 7.2. If the Customer requires the installation of the object of performance contrary to the usual use or agreement, although the Supplier has been notified of this fact, the Supplier shall be entitled to:
- propose a feasible method of installation of the subject of performance;
 - propose additions to the subject of performance, or carry out the necessary system measures to make the subject of performance operational (update-upgrade of drivers, change of configurations, etc.);
 - to refuse the installation of the object of performance for impossibility. The costs incurred by the Se Customer.
- 7.3. The impossibility of installing the subject of performance in a manner not agreed in advance and indicated on the order confirmation cannot be a reason for withdrawal from this contractual relationship by the Customer.

8. Payment terms and transfer of ownership

- 8.1. The usual terms of payment for deliveries of the Supplier's standard product range are payment in advance or payment in cash on delivery of the goods. Other payment terms may be agreed in the framework or purchase contract signed by the Supplier's statutory representative.
- 8.2. In the event that the Customer orders a non-standard item of performance (e.g. custom PC configurations, non-standard components, peripherals or other equipment, or software), the Customer's order may be accepted and confirmed only after the Customer has made a deposit of at least 30% of the price of the non-standard item of performance.
- 8.3. If the Customer requires a modification of the usual payment terms, these must be discussed with the Supplier's sales representative and the agreed terms must be stated in the order. Adjustment of the payment terms may affect the agreed price of the subject of performance.
- 8.4. If the Customer is unable to pay the invoice issued by the Supplier within the due date indicated on the invoice for any reason, or is in default of any other payment to the Supplier, the Customer shall immediately contact the Supplier's sales department and propose a change in the payment terms. If no agreement is reached on a change in the payment terms, the Supplier shall be entitled to charge the Customer a contractual penalty of 0.1% of the amount due, including VAT, for each day of delay from the date of the original due date of the obligation until it is paid in full. The contractual penalty shall be payable on the basis of invoicing by the Supplier, provided that the application of the contractual penalty shall be without prejudice to the Supplier's right to compensation for damages in full.
- 8.5. The obligation of the Customer to pay his obligation to the supplier in due and timely manner is fulfilled on the date of crediting the agreed amount paid to the Supplier's account indicated on the invoice.
- 8.6. If the Customer makes payment in cash, the Supplier shall issue a cash receipt to the Customer with the number of the advance invoice or the invoice to which the cash receipt relates. The invoice or advance invoice indicating the payment condition 'in cash' shall be the basis for payment and not proof of payment in cash.
- 8.7. The risk of damage to the object of performance shall pass to the Customer at the time of acceptance, except as provided in the last sentence of Article 4.6. Until full payment of the performance price, the object of performance is the property of the Supplier, even if it is incorporated into a system owned by the Customer or used by the Customer. Until the transfer of ownership of the object of performance to the purchaser, any pledging of the object of performance or the establishment of a security transfer of the right or other binding relationship to the object of performance by the Customer in favour of a third party without the consent of the Supplier is excluded, as is any disposal of the object of performance for which the Customer is liable.
- 8.8. If the Supplier is entitled to take back the object of performance for non-payment of the price of performance, the Purchaser grants the Supplier an irrevocable right of entry at the usual time to the premises where the object of performance is located for the purpose of removing the object of performance.
- 8.9. If the Customer fails to fulfil its obligation to pay the price for the subject of performance on time and in full, the Supplier is entitled to suspend the provision of performance or services related to the subject of performance (e.g. warranty service) until the Customer's obligation is paid in full, including agreed interest (penalties) or contractual penalties for late payment.

9. Warranty

- 9.1. Content of the guarantee:
- 9.1.1. The Supplier shall provide a warranty for individual goods and other individual items of performance, excluding software (hereinafter referred to as „goods/parts“) specified in the invoice or other accounting document and at the same time in the relevant document of delivery of the goods/parts, i.e. in the delivery note or dispatch note or in the PC assembly production sheet or in the service report, in which the serial numbers of the delivered goods/parts are indicated. The goods are not software, the supplier only transfers user rights to the software (see below). The provision of the guarantee is without prejudice to the rights of the consumer as purchaser which are attached to the purchase of the goods under specific legislation.

- 9.1.2. The length of the warranty period of the goods/parts may be determined differently for individual parts of the goods/parts and is indicated on the delivery note or dispatch note or on the PC assembly manufacturing sheet or service report. In those legal relationships to which special provisions on the sale of goods in commerce under the Civil Code apply, the statutory warranty period for consumer goods shall be 24 months, unless the Civil Code expressly provides otherwise in specific cases.
- 9.1.3. For some goods/parts, an extension of the length or extension of the scope of the warranty can be purchased, and the extended content and terms of the warranty are also governed by the relevant registration terms (e.g. Toshiba notebooks) or the contractual agreement on the extension of the warranty. The deviating provisions of the registration conditions (as per the registration card) or the contractual arrangement for warranty extension shall prevail over the provisions of these General Terms and Conditions, otherwise these General Terms and Conditions shall apply.
- 9.1.4. Statutory warranty: for the sale of goods subject to the special provisions on the sale of goods in commerce under the Civil Code, the provisions of Sections 2158 to 2174 of the Civil Code (special provisions on the sale of goods in commerce) apply to the first 24 months of the total warranty period provided by the Supplier. After the expiry of the statutory warranty, the Customer's claims are governed by the content of the contractual (extended) warranty under these General Terms and Conditions. The sale of second-hand goods is not covered by the statutory guarantee. The Customer's claims under the quality guarantee in the case of sales of goods not covered by the special provisions on the sale of goods in commerce under the Civil Code are governed by the content of the contractual guarantee under these General Terms and Conditions.
- 9.1.5. Lifetime of the goods: there is no confusion between the lifetime of the product, i.e. the period of time for which the product, given its characteristics, its purpose and the variation in the intensity of its use, can last if properly used and cared for, and the warranty period within which defects in the product can be claimed, i.e. defects that have their origin in the manufacture, the materials used or the method of processing. Claims of such parameters that are not specified for the product in the instructions or other commercial and technical documentation of the manufacturer or in binding technical standards cannot be considered as a contradiction with the purchase or other contract.
- 9.1.6. Contractual guarantee: the contractual guarantee applies in the case of sales of goods that are not subject to the special provisions on the sale of goods in commerce under the Civil Code and also applies for the period of the guarantee provided by the Supplier that exceeds the length of the statutory warranty period in the case of sales of goods that are subject to the special provisions on the sale of goods in commerce under the Civil Code (i.e. for the period of the so-called extension of the guarantee). The contractual guarantee and the statutory liability for defects shall only entitle the Customer to have the defects (labour and material) covered by the guarantee and occurring during the guarantee period on the goods/parts repaired free of charge, provided that the guarantee conditions set out below are complied with; in the case of irremovable defects, the Customer shall only be entitled to have the goods/parts replaced with goods/parts of the same parameters (if this is no longer possible or economic due to the speed of innovation, then better parameters). Under the contractual guarantee, the defect in the goods/parts shall be remedied by repair or, if this is not possible or economical, by replacement of the goods/parts with goods of the same kind and of the same or better parameters; the repair of the defective part of the goods/parts may be carried out by replacing the part with the same part and, if the manufacturer or supplier does not have such a part available, with a part of similar or better parameters so as to restore the functionality of the goods/parts to be repaired.
- 9.1.7. The contractual warranty covers defects that originate in the manufacture, material or workmanship used, assembly or installation of the goods/parts by the Supplier. The Supplier shall only be obliged to fulfil its obligations under the contractual guarantee if the Customer is not in default in the payment of the price of the object of performance.
- 9.1.8. Neither the statutory nor the contractual warranty covers wear and tear of the goods/parts caused by normal use and does not cover defects for which a lower price has been agreed, nor does it cover defects caused by such use or such installation, which is contrary to the instructions for use or the conditions of handling of the goods/parts set out in these General Conditions (see below) or the General Principles, defects caused by failure to follow the instructions for maintenance, operation or use of the product/parts, defects caused by improper transportation and improper storage, unprofessional or improper handling; exposure to adverse external influences, operation under conditions other than those specified by the manufacturer or supplier, or physical damage, defects caused by an unavoidable event (fire, water, etc.), weather conditions, lightning damage or electrostatic discharge, excessive mechanical wear and tear, defects caused by the use of incorrect or defective software, use of consumables (e.g. other than original printer ribbons) or accessories other than those expressly recommended by the manufacturer. The warranty does not cover defects caused by the user contracting computer viruses, installation of software not supplied by the Supplier, or improper installation of software or accessories. Routine maintenance, cleaning and similar tasks prescribed by the manufacturer in the operating instructions are also not covered by the warranty. The statutory and contractual warranty also does not cover the wear and tear of parts of the goods for which the manufacturer has limited the life of such part, if this has been exceeded, and the natural wear and tear of the parts during the use of the goods as recommended by the manufacturer (e.g. rollers, reels, lamps, rubber parts, filters, natural decline in battery capacity, projector lamps, etc.). For example, the stated life of the projector lamp is a maximum and may vary depending on the conditions under which the projector is used). LCD displays may experience pixel dropout during use, which is a normal feature of the product within the manufacturer's stated quality tolerance.
- 9.1.9. The contractual warranty period starts from the date of acceptance of the goods/parts by the Customer. If the goods are replaced under the contractual warranty, the replaced goods/goods shall be warranted for the remainder of the original contractual warranty period of the goods/goods claimed, unless otherwise expressly agreed.
- 9.1.10. The warranty period does not include the period from the time of a legitimate claim until the time when the Customer was obliged to take over the goods/parts after the completion of the repair.
- 9.1.11. The contractual warranty shall be terminated by non-compliance with the conditions of operation or failure to carry out regular routine maintenance in accordance with the operating instructions, alteration of the delivered goods/parts or breach of the warranty sticker, unauthorised tampering with the goods/parts by a person who has not been expressly authorised to do so by the Supplier. Failure to comply with the warranty conditions shall extinguish all rights of the Customer under the contractual warranty.
- 9.1.12. Software (software): if the subject of the performance is software, the Supplier's warranty shall cover only the physical legibility of the media. By removing the protective elements (foil, seal, opening the envelope, etc.), the Customer (or user) becomes an authorised licensee of the software product and accepts the licence agreement of the copyright holder or software manufacturer. This item cannot be returned to the Supplier. The Supplier is not responsible for the correct functioning of software products (hereinafter referred to as SW) or so-called DEMO products. The content of the warranty provided by the copyright holder is governed by the software licence agreement included in the software product. The warranty for Microsoft software products is limited by the provider to 90 days from the date of sale as defined in the Microsoft license agreement.
- 9.1.13. In the event of a warranty defect of the AUTOCONT computer, which results in the loss of the installed software, the Supplier shall ensure free of charge the restoration to the condition in which it was handed over to the Customer, i.e. with the installed software that was installed by the Supplier or the manufacturer.

- 9.1.14. The warranty does not cover cases of malfunction of the original software product installed by the manufacturer or supplier, caused by the intervention of another person or changes in settings caused by him. A change of settings means any change of system settings by the manufacturer or supplier of installed software products (so-called OEM software), installation of another or additional software product, or installation of drivers by the Customer or a third party.
- 9.1.15. In the case of repairs of hardware defects or modifications of the subject of performance, performed as out-of-warranty or as paid for within the warranty period (i.e. not covered by the warranty), the contractual warranty for the material provided is 3 months and for the work performed is 3 months, unless otherwise agreed. Services outside the scope of the guarantee shall be provided by the Supplier on a contractual basis and against payment.
- 9.1.16. The Supplier provides a contractual guarantee for the used object of performance within the scope specified in the delivery note or the dispatch note.
- 9.1.17. Consumer contracts: Where the sale of goods (or the performance of the object of performance) is made to a consumer on the basis of a contract concluded by means of distance communication (in particular electronic commerce on the Internet), the Consumer has the right to withdraw from the contract within 14 days of the conclusion of the contract; however, if the information pursuant to Sections 1843 to 1845 of the Civil Code was not communicated to him until after the conclusion of the contract, then within 14 days of the date on which it was communicated to him. However, the consumer may not withdraw from the contracts listed in Article 1837 of the Civil Code, which include, in particular, contracts for the supply of computer programs if the consumer has breached their original packaging, contracts for the supply of goods customised to the consumer's wishes or for the consumer's person, contracts for the supply of goods or services the price of which depends on financial market fluctuations independently of the Supplier's will and other contracts listed by law. The consumer's notice of withdrawal from the distance contract must be delivered to the supplier before the end of the withdrawal period and the complete goods (performance) must be duly returned to the Supplier in their original condition, together with all documents and documentation supplied to the consumer. For prompt handling of the matter, the goods must be returned to the same address of the supplier as the place from which the goods were sent to the buyer in the documents accompanying the goods. As a consequence of withdrawal, the parties are obliged to return to each other everything they have received under the contract. The direct costs of returning the goods shall be borne by the consumer. After the withdrawal and the proper return of the goods by the consumer, the Supplier is obliged to refund the amount paid for the goods (performance) to the consumer without undue delay. A contract concluded at a distance with a consumer may be cancelled only under the conditions laid down by law.
- 9.2. Warranty Terms:
- 9.2.1. THE PLACE AND METHOD OF FILING A CLAIM: The place and manner of filing a claim shall be governed by Section 10 Claims Procedure and Section 11 Remedying of Defects of the Subject of Performance within the Warranty Period of these General Terms and Conditions, unless otherwise agreed in the Contract. When making a claim, it is always necessary to submit (see section 10 of the Complaints Procedure):
- Evidence of purchase of goods (or delivery of work), which is an invoice or other accounting document and at the same time a delivery document with the serial number of the goods/work delivered, i.e. a delivery note or issue note or PC assembly production sheet or service report.
 - In the case of mail order sales, you must also provide a shipping (postal) receipt for the goods/parts.
 - Claimed goods/goods that are complete, including documentation, with intact warranty labels and, in the case of the sale of goods that are not subject to the special provisions on the sale of goods in commerce under the Civil Code, the claimed goods/goods must also be presented in their original packaging.
 - At the same time, it is necessary to specify what the defect is and how it manifests itself.
 - In the case of goods/parts with a purchased extended warranty, present the relevant registration card (e.g. for AC assistant services).
- 9.2.2. THE CONDITIONS OF DISPOSAL OF THE GOODS OR WORK:
- The goods/parts are intended for operation on a power supply network complying with the technical standard, in an environment free of temperature and humidity fluctuations. It must be properly maintained and operated in accordance with the manufacturer's or supplier's regulations (see operating instructions or user manual, etc.).
 - The goods/parts must be handled in accordance with their operating instructions and the conditions of operation and maintenance of the goods/parts. Only use consumables and accessories recommended by the manufacturer of the goods/parts (e.g. toners, rollers, print heads, ink cartridges, etc.) with the goods/parts.
 - Any tampering with the goods/parts may only be carried out by the Supplier or a person expressly authorised by the Supplier.
 - In the case of storage media, the Customer (user) is required to provide reasonable and customary data protection as part of its general duty to prevent damage. Data storage devices are technical devices whose failure rate is an objective phenomenon and is stochastic in nature. The Supplier accepts no liability for data stored on such media. The Supplier recommends that the User precautionarily backs up the stored data on a suitable device.
 - When handing over the goods/parts for repair, it is assumed that the user has ensured that an adequate backup of the stored data and programs has been made and prevented any possible misuse. The Supplier shall not be liable for any loss or damage to the data and programs stored on the storage devices.
 - The Supplier does not guarantee the full compatibility of the sold computers and computer components with other parts that are not approved by the Supplier's employees or Page 3 persons authorized by the Supplier, nor with software applications whose functionality was not explicitly requested by the Customer in the order.
 - The Supplier does not guarantee full functionality of the application software in versions that are not suitable (not created) for the operating system ordered or used by the Customer. The Supplier shall not be liable for any defects caused by limited functionality of application software that does not meet the condition specified in the previous sentence.
 - If the Customer (user) requests that the Supplier install additional equipment or parts not supplied by the Supplier on the computer, the Customer's request may be granted, but the Supplier shall not be liable for any change in the nature of the goods caused thereby, nor for any defects or damage caused thereby, unless the Supplier approves their compatibility with the computer.
- 9.2.3. IN THE EVENT OF AN INDEPENDENT COMPLAINT (if the notified defect is not detected or if it is a defect not covered by the warranty), the Customer is obliged to pay the incurred transport and testing costs according to the current valid price list of the service centre that carries out warranty repairs of the equipment before taking over the equipment.

10. Complaints Procedure

- 10.1. The Customer is obliged to arrange for an inspection of the object of performance as soon as possible after the moment of the transfer of the risk of damage to the object of performance (hereinafter referred to as the „moment of the transfer of the risk“). If the Customer does not inspect the object of performance or arrange for it to be inspected at the time of the passing of the risk, he may only claim for defects detectable during such inspection if he proves that the object of performance already had such defects at the time of the passing of the risk.
- 10.2. The Customer is obliged to notify the Supplier immediately of any defects thus identified. The Customer shall notify the Supplier of any defects that may have been discovered later by exercising professional care no later than the end of the guarantee period.
- 10.3. The Customer shall be obliged to claim (except for PC systems, AUTOCONT servers) by presenting the object of performance and by written notification (or by fax or e-mail) containing the most detailed specification of the defect found in the object of performance or may claim in person. The place of claim shall be the Supplier's designated place of business or the place where the subject of performance was purchased by the Customer (exclusively for the subject of performance purchased for the Customer's own use). Items purchased for resale may only be claimed at the supplier's designated premises. For certain equipment that may be part of the subject of performance, the customer may file a claim directly with the manufacturer's authorised representative. Instructions from the manufacturer's authorised representative are enclosed with the goods. The place of claim is then determined by the manufacturer's authorised representative.
- 10.4. When claiming the subject of performance, the Customer is obliged to prove the Customer of the subject of performance from the Supplier by an invoice and at the same time a delivery note or a service report or a delivery note (with the serial number of the claimed subject of performance), for the PC system and the AUTOCONT server it is necessary to submit the production sheet of the PC assembly with the invoice.
- 10.5. In cases of complaints about the function of the PC system and AUTOCONT servers, the complaint can be filed with the supplier by telephone at the telephone numbers provided for this purpose or in person at the supplier's premises. When making a complaint, it is necessary to report the serial number of the PC system or server (see the production sheet of the PC assembly or the type label on the PC or server), as well as to describe the nature of the defect in as much detail as possible and to indicate the contact person of the customer (name, telephone, fax). The Supplier shall then ensure that the complaint is assessed and, in agreement with the Customer, take steps to remedy any defect in accordance with the provisions of paragraph 11 of these Conditions.
- 10.6. Due to the risk of possible damage to the object of performance during transport, the Supplier accepts for complaint only the object of performance preferably packed in the original packaging (the original packaging can be considered as the original packaging from an identical piece of the object of performance, where the serial number indicated on the packaging /possibly the serial number corrected by the Customer/ is identical to the serial number of the claimed object of performance). If the Customer does not deliver the object of performance in the original packaging, it is recommended to use other suitable packaging that meets the requirements of the transport of the goods. In those legal relationships which are not covered by the special provisions on the sale of goods in commerce under the Civil Code, the goods claimed must be submitted for claim in the original packaging. The Supplier is not obliged to accept the goods for claim settlement unless the Customer has handed them over with all parts and accessories.
- 10.7. If the provisions of Articles 10.4.-10.6. are complied with by the Customer, the Supplier's authorised person shall take over the object of performance for the settlement of the claim. If it is not possible for the Supplier's authorised person to decide on the acceptance of the complaint on the spot, he shall hand over the complained of object of performance to the Supplier's complaints department. The Customer shall be informed of the outcome of the complaint in the manner agreed with the Supplier (by telephone, fax or in writing), usually within one week of receipt of the object of performance for complaint handling. In the event of the need for an assessment of defects in the goods by an authorised representative of the manufacturer, the Supplier shall ensure that the complaint is assessed for validity, as a rule, within 2 weeks of receipt of the subject of performance.

11. Removal of defects in the subject of performance within the warranty period

- 11.1. The Supplier is entitled to use third parties to provide warranty service.
- 11.2. Warranty service for complete AUTOCONT PC systems supplied by the Supplier (base unit, keyboard, mouse) is provided by the Supplier as standard according to the type of equipment. The terms of the above-standard service must be agreed in writing when concluding a separate service contract. Different types of warranty service are provided (included in the purchase price) depending on the computer model. The type of service is specified in the documents accompanying the purchased item. The Supplier provides the following types of HW warranty service (except for defects mentioned in paragraph 11.6.):
 - Economic service (EKONOM): warranty repair of HW defects is carried out throughout the warranty period at the nearest service centre of the supplier.
 - Standard service (STANDARD): warranty repair of HW defects is carried out in the first year at the place of installation and in addition to the cost of labour and spare parts, the Supplier also covers the cost of travel. For the remainder of the warranty period, warranty repair is carried out at the nearest service centre of the Supplier.
 - Special service (SPECIAL): warranty repair of HW defects is carried out at the place of installation throughout the warranty period.
 - Other service conditions are provided by the Supplier to the Customer on the basis of a separate contract. The Supplier shall, on the basis of the Customer's order, perform warranty service at the place of installation of the object of performance at the Customer's premises also outside the cases listed above. In this case, the Customer undertakes to pay the Supplier in cash the extra costs of the service intervention in the form of a service fee for the technician's trip in the amount specified in the Supplier's applicable price list.
- 11.3. The warranty service at the Customer's installation site is limited to the territory of the Czech Republic.
- 11.4. The basic unit of a particular PC system is defined by the list of parts listed in the basic unit paragraph in the manufacturing sheet of the PC assembly. The basic unit of a PC system usually consists of the following parts: system board (MB), processor (CPU), CPU cooler, memory (RAM), CD-ROM, FDD and HDD controller, graphics card (VGA), audio (sound card), network card, hard disk drive (HDD), floppy drive (FDD), power supply, PC case.
- 11.5. The above conditions for warranty service at the Customer's installation site apply to the base unit including the peripherals, keyboard and mouse built into the base unit by the Supplier, which together formed the subject of performance supplied by the Supplier. The conditions for warranty service at the customer's place of installation do not apply, for example, to software, monitors, peripherals, multimedia packages (kits), CD-R/RW recording drives, backup devices (e.g. DAT drives, magneto-optical recording devices, etc.) and devices added by the Customer.
- 11.6. For defects whose manifestations cannot be reproduced (randomly occurring defects), the time for diagnosis and repair of the defect is determined by agreement between the authorised persons of the Supplier and the Customer. If it is not possible to remedy such a defect at the Customer's premises, the Supplier shall remedy the defect after the relevant tests have been carried out at the service centre.

- 11.7. The Customer undertakes to create conditions for the Supplier or the entity authorized by the Supplier for the successful performance of the service intervention (allowing access to the premises, access to the equipment, access to the system, presence of its representative, etc.), as well as conditions for the completion of formalities necessary for the repair of the claimed defect.
- 11.8. The Supplier shall be entitled to withdraw from the warranty provided for the subject of performance, or for its individual parts, if it finds that the defect has been caused by a cause not covered by the warranty, or if it finds that the subject of performance, or part thereof, has been tampered with by an unauthorised person, i.e. by a person other than the Supplier or a person authorised by the Supplier. If the Supplier withdraws from the warranty, or if the Supplier finds that the claimed defect has been reported in an unauthorised manner, the Supplier shall be entitled to claim from the Customer reimbursement of the costs incurred by the Supplier in connection therewith, in the amount of the current valid price list of the Supplier, or the service centre that carries out warranty repairs of the equipment in question.

12. License

- 12.1. Copyright as well as other intellectual property rights relating to the software products, including manuals, handbooks and other documents distributed with the software products, remain vested in the respective entities as their holders and are not affected by this contractual relationship. The Customer shall only have the non-exclusive right to use the Software Products.
- 12.2. Customer shall not remove, alter, obscure or in any other way interfere with any copyright or other proprietary or other proprietary notices placed or stored on the Software Products, or any portion thereof, or documentation distributed with the Software Products.

13. Responsibility

- 13.1. The Supplier shall be liable to the Customer for damages caused to the Customer by culpable breach of the Supplier's obligations under this contractual relationship. In particular, the Supplier shall not be liable to the Customer for damage incurred as a result of: -maintenance of the object of performance by a person other than the Supplier or a body authorised by the Supplier; -improper or inadequate use of the object of performance; -use of the subject matter in other than the recommended environment.
- 13.2. The parties to this contractual relationship stipulate that the amount of foreseeable damages that may possibly arise from a breach of the supplier's obligations, as well as the total amount of compensation for damages, shall not exceed the price of the object of performance in respect of which the damaging event occurred, unless a different amount is agreed. The Supplier shall not be liable for any loss or damage to the Customer's data; any reconstruction of lost or damaged data shall be charged to the Customer. The Customer is entitled to make any claims for compensation of damages against the Supplier only if, after the occurrence of the damage event, the Customer has taken all steps to minimise the amount of damage and has promptly notified the Supplier of the occurrence of the damage event and provided the Supplier with all requested documents relating to the occurrence of the damage event.

14. Circumstances excluding liability -force majeure

- 14.1. The parties to this contractual relationship are not liable, apart from the cases provided for by the relevant law, for breaches of obligations caused by Circumstances Excluding Liability (Force Majeure), i.e. circumstances occurring independently of the will of the parties, which could not have been avoided even with all possible efforts, or are an objectively unavoidable accident.
- 14.2. Circumstance excluding liability -is an obstacle that has arisen independently of the will of the obliged party and prevents it from fulfilling its obligation, if it cannot be reasonably assumed that the obliged party would have averted or overcome the obstacle or its consequences and that it would have foreseen the obstacle at the time of its occurrence. Events which may also be considered as circumstances excluding liability include, but are not limited to, wars, military interventions, civil disturbances, terrorist attacks, blockades, uprisings, riots, epidemics, quarantine restrictions, natural disasters or earthquakes, fires, windstorms and other climatic phenomena, power outages or power surges, media failures, telecommunications service failures, Internet or other electronic communications failures. Events that exclude liability also include hacking attacks, third-party permit requirements, access failures caused by third parties or machine failures caused by third parties. Liability shall not be excluded by an obstacle which arose only at a time when the obliged party was in default of its obligation or arose from its economic circumstances. The effects precluding liability shall be limited to the duration of the impediment to which they are related.
- 14.3. The Contracting Parties undertake to notify the other Contracting Party without undue delay of the occurrence of Circumstances excluding liability preventing the proper performance of the Contract. The Parties undertake to use their best endeavours to avert and overcome the Excluding Circumstances. In the event of delay in performance by the Contractor caused by circumstances excluding liability, the Contractor shall not be in default for the duration of such obstacles. However, the Contractor is obliged to inform the Client without delay of the occurrence of such obstacles. If the delay lasts for more than three (3) days, the deadlines for performance shall be postponed by the period of delay.

15. Technical and system support

- 15.1. The Supplier provides the Customer with technical and system support for the subject of performance. This support has two levels: Basic support -ensuring the operability of the subject of performance to the extent that corresponds to the use for which the subject of performance was delivered or installed by the Supplier. This includes, for example, the elimination of error conditions, repairs (new versions) of system drivers and additional information that is not included in the supplied documentation and is necessary for the use of the subject of performance. In particular, troubleshooting of error conditions caused by incorrect operation or arising in connection with a change in the configuration of the equipment and the operating system/environment used, including upgrades, shall not be regarded as basic support unless these are carried out and supplied by the Supplier. In addition, support for deployment of the system with software applications that have not been supplied and installed by the Supplier shall not be considered as basic support, unless explicitly stated otherwise. Supersupport -solves conditions of the subject of performance related to changes in configuration or use differently from the condition for which the subject of performance was delivered. This includes, for example, changes (expansion) of configurations/reinstallation of the subject of performance in a different location, in conjunction with different equipment or a different operating system than the one originally installed; as well as the supply of system drivers, consultations related to operation, operator training and the resolution of error conditions resulting from configuration changes, if these changes are not carried out and supplied by the supplier. Superior support is provided by the Supplier to the Customer on a per-order basis.
- 15.2. Basic support provided at the supplier's location is free of charge for the duration of the warranty; the supplier is entitled to charge the cost of above-standard support according to the current price list of services including related costs.
- 15.3. On the basis of the Customer's request, conditions for providing above-standard support within the scope of delivery of the subject of performance may be agreed.

- 15.4. After the warranty period, all technical and system support is a paid service. The parties to this commitment may enter into a separate contract for the provision of after-warranty service or technical and system support.
- 15.5. Technical and system support is provided via Hot-Line, electronic AUTOCONT services (WWW), telephone and personal consultations, or by the intervention of persons authorized by the supplier at the installation site. The Supplier is entitled to choose, at his discretion, a procedure sufficient to ensure the target state. The Supplier assumes that the person designated by the Customer is capable of performing at least basic operation of the object of performance.

16. Compliance contractual clause

Each Party declares:

- 16.1. that it has not participated, does not participate and will not participate in the commission of criminal activities within the meaning of Act No. 418/2011 Coll., on the criminal liability of legal persons and proceedings against them, as amended, in particular:
- 16.1.1. will not pay bribes to any person,
- 16.1.2. will not accept bribes from any person,
- 16.1.3. will not propose, solicit, offer, broker or otherwise dispose of any bribes,
- 16.1.4. shall not procure or use any other person to do any of the acts referred to in clauses 16.1.1 to 16.1.3 of this Article,
- 16.2. that it has established and will properly exercise appropriate control and other similar measures over the activities of its employees and agents and will ensure that all its managers comply with the principles set out in this Article,
- 16.3. that it has taken and will duly take the necessary measures to prevent or avert the possible consequences of any criminal offence committed and shall immediately notify the other Party if it suspects or becomes aware of any criminal activity in the performance of the Contract,
- 16.4. that it has taken and will take such measures as it should have taken or is required to take under the law as well as its internal regulations,
- 16.5. that it has done and will do all that can be fairly required of it in terms of preventing corporate criminal liability, in particular by adopting the Code of Ethics and the principles of the Compliance Program. Violation of this Article 16 will be considered a material breach of the Agreement. A breach of this provision shall entitle the other party to the Contract to terminate the Contract without notice or upon 30 days' notice (at its sole discretion).

17. General provisions

- 17.1. The Supplier shall be entitled to withdraw from this contractual relationship in the event that the Customer is in arrears with the payment of financial amounts under these General Terms and Conditions for a period of more than 14 days. The Supplier is also entitled to exercise retention of title under these General Terms and Conditions.
- 17.2. If the situation provided for in the preceding article arises, the parties to this contractual relationship are obliged to return everything they have provided to each other on the basis of this contract within 10 days of the date of delivery of the written decision on withdrawal or the decision on the implementation of the reservation of title.
- 17.3. The rights and obligations arising from this contractual relationship are governed by Czech law. The parties designate the court in Prague as the competent court for the resolution of any disputes.
- 17.4. The text of these General Terms and Conditions shall be made available to the Customer no later than upon delivery of the subject of performance ordered by the Customer. Making the General Terms and Conditions available shall be deemed to include their publication on the Supplier's website. The Customer understands that the contractual relationship arising from the provision of the above-mentioned services and established at the moment of acceptance by the Customer of the order issued by the Supplier is governed by these General Terms and Conditions.
- 17.5. When selling goods of a limited group of manufacturers (Apple, Computer Associates, Cisco, Citrix, Dell, Honeywell, HPE, HP Inc, IBM / Lenovo / Red Hat, CheckPoint, Imprivata, Intel, McAfee, Microsoft, Oracle, Symantec, VMware) AUTOCONT is bound by the commercial agreements concluded with the Suppliers of such goods. The respective manufacturer, through AUTOCONT as supplier, may also request the cooperation of AUTOCONT's customer during the audit and request the completion of selected information related to the business case (handover report, delivery note, information from business communication on the case, etc.). The customer undertakes to provide AUTOCONT and the manufacturer with such information and documents. If a discount, project price or other special support is provided for a business case, which is linked by the manufacturer to a specific customer, and at the same time AUTOCONT's customer is an entity whose business is the sale, distribution or provision of ICT hardware, software or services, in such a case this customer undertakes not to pass on the information / sell the goods to another party, i.e. another customer, without the knowledge of AUTOCONT and the manufacturer.
- 17.6. The parties to this contractual relationship agree that notices and other documents shall also be deemed to have been delivered on the date on which the sending party receives a duly addressed document returned by the postal service as undeliverable or rejected by the addressee.
- 17.7. Legal actions and legal relations arising before 1 January 2021 are subject to the terms and conditions that were in force between the parties at the time of their creation.
- 17.8. These General Terms and Conditions come into force and effect on 1 January 2021 and replace in full the General Terms and Conditions of AUTOCONT a.s. of 1 June 2020. These General Terms and Conditions are published on the Internet, in the company's catalogues and are also published in all business outlets of AUTOCONT a.s. from the date of their announcement.