

## **General Terms and Conditions of Business of ACRIOS Systems s.r.o.**

### **I.**

#### **Introductory Provisions**

1. The General Terms and Conditions of Business of ACRIOS Systems s.r.o., Comp. Reg. No. 050 82 251, with its registered office at Meziříčská 2868, 756 61 Rožnov pod Radhoštěm,, entered in the Commercial Register kept by, File No. C 67331 (hereinafter referred to as the “Seller”) govern the mutual rights and obligations of the parties arising from the purchase contract entered into between the seller and the buyer (a natural person or legal entity).
2. In the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, the provisions of these Terms and Conditions of Business are an integral part of the purchase contract.

### **II.**

#### **Entering into a Purchase Contract**

1. The seller’s products or goods are the products that the seller sells to the buyer as part of its business activities. The presentation of the seller’s products on its website [www.acrios.com](http://www.acrios.com) is informative only and is not an offer to enter into a purchase contract in the meaning of Section 1732 of Act No. 89/2012 Coll., the Civil Code.
2. The buyer is entitled to contact the seller using the contact details provided on the seller’s website and make an inquiry for the goods. The seller then provides the buyer with more detailed information about the requested goods, including without limitation the purchase price for specific goods, shipping costs and packaging costs, and the General Terms and Conditions of Business are also sent to the buyer.
3. If the buyer is interested in entering into a purchase contract under the terms and conditions provided, the buyer may make an offer to the seller to enter into a purchase contract by means of distance communication. The purchase contract is entered into upon delivery of the order confirmation by the seller to the buyer.
4. As part of the process of entering into the purchase contract, the parties may agree on different rights and obligations from these General Terms and Conditions of Business. Different provisions in the purchase contract take precedence over these General Terms and Conditions of Business.
5. The buyer agrees to the use of means of distance communication when entering into the purchase contract. The costs incurred by the buyer in connection with the use of means of distance communication are borne by the buyer separately.
6. The buyer is required to pay the purchase price in the form of a deposit by wire transfer to the seller’s bank account no later than 14 days from the date of entering into the purchase contract. The seller will send in electronic form a tax document (proforma invoice) which contains instructions for payment of the purchase price to the buyer. The purchase price is considered paid when the funds are credited to the seller’s bank account.
7. The buyer acknowledges that the seller is a VAT payer and the statutory VAT will be added to the price of the goods.
8. The buyer is required to pay the shipping and packaging costs of the goods together with the purchase price.

9. The goods will be sent by the seller to the buyer, or it will be possible for the buyer to pick up the goods without undue delay after the buyer has paid the full purchase price.
10. If the full amount of the purchase price is not paid duly and in time, the seller is entitled to withdraw from the purchase contract upon written notice to the buyer. An email message is also considered to be a written form under this paragraph. If the buyer has paid part of the purchase price before the withdrawal takes effect, the seller is required to return the funds to the buyer no later than 30 days from the effective date of the withdrawal from the purchase contract.
11. Upon payment of the full purchase price, the ownership of the goods passes to the buyer.
12. The buyer hereby assumes the risk of a change of circumstances pursuant to Section 1765 of Act No. 89/2012 Coll., the Civil Code.

### **III. Goods Delivery**

1. The seller offers the following ways of accepting the goods:
  - Pick up of goods at Tvarůžkova 2738, Rožnov pod Radhoštěm 756 61, Czech Republic,
  - By a contractual carrier, Direct Panel Distribution CZ s.r.o., Comp. Reg. No. 613 29 266, with its registered office at Modletice 135, Říčany u Prahy 251 01.
2. If, at the buyer's request, another method of delivery is agreed, the buyer bears all costs associated with this.
3. Unless otherwise stated below, the buyer is always required to accept the goods from the carrier. If, for reasons on the part of the buyer, it is necessary to repeat the shipping or delivery of the goods, the buyer bears all costs associated with such repeated shipping.
4. After receiving the goods from the seller or carrier, the buyer is required to check the integrity of the packaging or for any obvious defects in the packaging. In the event of any defects found in this way, the Buyer is required to immediately notify the carrier of such facts and enter them in the consignment note or draw up a claim report.
5. The buyer is not required to accept the goods from the carrier if it is obvious that the consignment has been opened in an unauthorised way or the consignment is obviously significantly damaged. The buyer is required to record the reasons for non-acceptance of the goods in the consignment note or claim form. By signing the delivery note, the buyer confirms that the goods were delivered in intact and obviously undamaged packaging.
6. The risk of damage to the goods, including damage caused by force majeure, passes to the buyer at the time of receipt of the goods in case of personal acceptance or at the time of delivery of the goods to the first contractual carrier by the seller.

### **IV. Complaints of Goods**

1. The rights and obligations of the parties regarding the seller's liability for defects in the goods are governed by Czech law, including without limitation the relevant provisions of Act No. 89/2012 Coll., the Civil Code.
2. The buyer is required to inspect the received goods and determine any defects without undue delay. The buyer is required including without limitation to check the quantity of the goods and the

completeness of accessories. The buyer is required to notify the seller of the defect without undue delay after the buyer had the opportunity to detect the defect. If the Buyer fails to meet the deadlines, its rights from defective performance expire and the complaint will be recognised as unjustified.

3. The buyer is required to provide the seller with all the cooperation necessary for the proper settlement of the complaint. The buyer is required to refrain from any interference with the goods in order to repair or examine the defect occurred. Otherwise, the complaint made by the buyer may be considered unjustified.
4. The buyer is entitled to complain about the defect of the goods in writing by means of a claim form where the buyer is required including without limitation to accurately describe the defect as well as its appearance. Together with the notification of the defect, the Buyer will state which right from defective performance will be exercised. If the buyer fails to fill in the claim form duly, the seller will ask the buyer to complete it.
5. In order to make a proper complaint, the buyer is also required to send the goods to the seller to Tvarůžkova 2738, Rožnov pod Radhoštěm 756 61. The cost of sending the goods back to the seller is borne by the buyer separately.
6. If it is not possible to send the defective goods back to the seller (e.g. if the goods are part of a technical solution), the buyer is required to provide the seller with access to such goods.
7. Complaints are made on the day on which the claimed goods are delivered to the seller, or when the seller is allowed access to such goods, and at the same time a duly completed claim form has been delivered to the seller.
8. After the complaint has been made, the seller will send the buyer its opinion on the alleged defects of the goods and the selected right from defective performance. The Seller will, including without limitation, assess the nature of the defect and the legitimacy of the chosen right from the defective performance. Unless the parties agree otherwise, the seller will handle the complaint within 30 days of its lodging.
9. If the buyer fails to provide the seller with proper cooperation for which it will not be possible to handle the complaint, such a complaint will be recognised as unjustified.
10. The buyer will be notified by email or telephone about the method of handling the complaint. The Seller will send the Buyer a written confirmation via email about the method of handling the complaint, or a confirmation of the repair done or justification for recognising the complaint as unjustified.

## **V.**

### **Rights from Defective Performance**

1. If it is a defective performance that is a material breach of the purchase contract, the buyer has the right to have a new item delivered, have the defective item repaired, receive a reasonable discount from the agreed purchase price or withdrawal from the contract. If the buyer fails to state what right from defective performance is required when making a complaint, then the buyer has the right to remedy of the defect or to a reasonable discount from the purchase price only.
2. If it is a defective performance that is not a material breach of the purchase contract, the buyer has the right to remedy of the defect or to a reasonable discount from the purchase price.
3. Whether the defective performance constitutes a material or insignificant breach of the purchase contract will be assessed under Section 2002 (1) of Act No. 89/2012 Coll., the Civil Code.

4. The buyer has the rights from defective performance even if the goods are affected by the defect at the time of passing the risk of damage to the goods, even though this defect will appear later.
5. Including without limitation, the buyer does not have the rights from defective performance if the buyer has caused the defect of the goods (acts, omissions) or accepted the goods being aware of such a defect without exercising its rights in time, it is caused by force majeure, a third party or common wear and tear.
6. While exercising the right from defective performance (repair, exchange of goods, withdrawal), the cost of sending the goods back to the seller is borne by the buyer separately.
7. The buyer also pays separately the costs of sending the claimed or new goods by the seller. The buyer will pay such costs in advance, i.e. before sending the goods. If the costs are not paid in time, the seller is entitled to exercise the right of retention under Section 1395 et seq. Act No. 89/2012 Coll., the Civil Code.
8. The seller will return the funds to the buyer no later than 30 days after withdrawal from the purchase agreement.

## **VI. Final Provisions**

1. If any provision of these General Terms and Conditions of Business is or becomes invalid or ineffective, this does not affect the other provisions.
2. These General Terms and Conditions of Business, the purchase contract, as well as all the rights and obligations arising from them are governed by the laws of the Czech Republic. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods.
3. All and any disputes arising from the purchase contract entered into, as well as all and any disputes concerning the purchase contract or these General Terms and Conditions of Business will be submitted to a Czech court having local and subject-matter jurisdiction.
4. By entering into the purchase contract, the buyer confirms that it has read the wording of these General Terms and Conditions of Business, that it has understood them and that it agrees with all the provisions.
5. Appendix 1 Claim Form is an integral part of these General Terms and Conditions of Business.
6. These General Terms and Conditions of Business come into force and effect on 1<sup>st</sup> January 2022.

**Claim Form**

ACRIOS Systems s.r.o., Comp. Reg. No. 050 82 251, with its registered office at Meziříčská 2868,  
756 61 Rožnov pod Radhoštěm,  
(hereinafter referred to as the “Seller”)

**The buyer** is required to fill in all the required information below. If the claim form is not duly filled in, the Seller will ask to complete it. Until receiving a duly completed claim form or receipt of all the information required here, it is not possible to initiate a complaint procedure.

**Buyer’s name:**

**Comp. Reg. No.:**

**Registered office:**

**Order sent on:**

**Email address from which the order was made:**

**Invoice number issued by the Seller:**

**Date of receipt of the purchased goods:**

**Goods name:**

**Total number of items purchased:**

**Total number of items claimed:**

**Claimed items show the same defect: YES / NO** (please indicate the answer)

**Buyer’s contact person:**

**Contact person’s phone number:**

**Contact person’s email:**

**Address for returning the claimed goods:**

**DESCRIPTION OF DEFECTS AND THEIR APPEARANCE:**

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**Selected method of handling the complaint (selection of the claim arising from the defective performance):**

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In ..... on .....