

**GENERAL TERMS AND CONDITIONS  
for the SALE OF GOODS**

Issued by **ELKOV electro a.s.**, with its registered office at Kšírova 701/255, 619 00 Brno,  
Company ID No.: 26279690, VAT No.: CZ26279690, (hereinafter only as the “Company” or the  
“Seller”),

Registered in the Commercial Register kept at the Regional Court in Brno, section B, file 3718.

**Article I**

**Introductory Provisions**

1.1. These General Terms and Conditions for the Sale of Goods (hereinafter only as the “GTC”) regulate in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter only as the “Civil Code”) mutual rights and obligations of the Contracting Parties established on the basis of these GTC when concluding framework purchase agreements and purchase agreements between ELKOV elektro a.s. as the Seller as one Party (hereinafter only as the “Seller”) and another person acting as a buyer as the other Party (hereinafter only as the “Buyer”) via the sales network of the Seller in the territory of the Czech Republic. The sale of goods is operated by the Seller on the basis of an entry in the Commercial Register, when other data are listed on the Internet address [www.elkov.cz](http://www.elkov.cz).

1.2. These GTC shall apply to contracts concluded between the Seller as one Party and the Buyer as the other Party, where the Buyer is a legal entity or natural person who acts when ordering goods in the course of their business or in their independent profession. The Buyer hereby agrees to these GTC on the day of concluding the purchase contract or framework purchase agreement with the Seller.

1.3. Any provisions derogating from the GTC may be agreed in the purchase contract and/or in the framework purchase contract. Any derogating provisions in the purchase contract and/or in the framework purchase agreement shall take precedence over the provisions of the GTC.

1.4. The provisions of the GTC shall form an integral part of the purchase contract and/or framework purchase agreement and shall be binding on the Contracting Parties as of the day of the conclusion of the purchase contract. According to these GTC, the purchase contract may be concluded only in the Czech language and for deliveries of goods on the territory of the Czech Republic.

**Article II**

**Concluding Purchase Contracts**

2.1. An order of the goods issued by the Buyer and served onto the Seller shall be deemed as an offer to conclude a purchase contract by the Buyer. Every purchase of goods made between the Buyer and the Seller according to these GTC shall be deemed as a purchase contract. For the avoidance of doubt, it shall apply that the purchase contract between the Contracting Parties is concluded only in accordance with the terms and conditions of Article II, especially in paragraph 2.5.

2.2. Purchase contracts shall be concluded in writing between the Contracting Parties only at the addresses listed at [www.elkov.cz/kontakt/pobočky](http://www.elkov.cz/kontakt/pobočky) or electronically at the electronic addresses listed at [www.elkov.cz/kontakt/objednavky-zbozi](http://www.elkov.cz/kontakt/objednavky-zbozi) in the case of the Seller and at the address specified in the order in the case of the Buyer. Orders sent to other addresses shall not be deemed as an offer to conclude a contract.

2.3. The Buyer’s offer to conclude a purchase contract (hereinafter only as the “Order”) shall:

- a) Contain the exact identification of the Buyer, including the ID number and VAT number;
- b) Be sent to the address and/or electronic address referred to in paragraph 2.2 of the GTC;
- c) Contain either the type, quantity of goods and the price of the goods or a reference to the Seller’s quotation number;
- d) Contain the required delivery time of the goods;
- e) Specify the method of transport of goods;
- f) Specify the place to which the goods are to be transported – delivered.

2.5. Immediately after receiving the order, the Seller shall confirm the receipt of the order in the so-called "Order Recapitulation", in writing or electronically to the Buyer's mailing address specified in the order or user account. From the date of receipt of the order by the Seller, the Buyer shall be bound by the relevant order and shall not be entitled to unilaterally withdraw from it or change it, unless the Contracting Parties agree otherwise. The purchase contract shall be concluded in the wording of the order unless the Seller (electronically or in writing) notifies the Buyer within five working days from the day it was served to the Buyer's address specified in the order or user account that the Seller does not accept the offer to conclude the purchase contract.

2.6. Acceptance of the order by the Seller with an amendment or deviation significantly changing the terms and conditions of the order shall be deemed a new offer (hereinafter only as the "Counter-offer") to conclude the contract. The contract shall not be concluded unless the Seller's Counter-offer is confirmed by the Buyer within five business days upon the date of its service onto the Buyer.

2.7. The Buyer is not entitled to unilaterally change or cancel the contractually agreed delivery of goods, i.e. the Buyer shall collect the goods and pay according to these GTC.

2.8. The conclusion of a contract between the Contracting Parties or any other legal action by the Buyer or Seller shall not constitute acceptance of the Buyer's general or any other similar terms and conditions.

2.9. The purchase contract shall be fulfilled on the day of acceptance of the goods by the Buyer, while this day shall also be deemed as the day on which the Buyer refused to accept the goods delivered properly and on time.

## **Article II A**

### **SPECIAL PROVISIONS FOR PURCHASES VIA THE E-SHOP**

#### **User Account and Conclusion of the Purchase Contract**

A.2.1. On the basis of the Buyer's registration completed on the website <https://eshop.elkov.cz>, the Buyer may access its user interface. From its user interface, the Buyer may order goods (hereinafter only as the "User Account").

A.2.2. When registering on the website and when placing an order for goods, the Buyer shall specify state all data correctly and truthfully. The Buyer shall update the data specified in the User Account in the event of any change. The data provided by the Buyer in the User Account and when placing an order for goods shall be deemed correct by the Seller.

A.2.3. Access to the User Account shall be secured by a username and password. The Buyer shall maintain confidentiality regarding the information necessary to access the Buyer's User Account.

A.2.4. The Buyer may not allow the use of the User Account to any third parties.

A.2.5. The Seller may cancel the User Account, especially if the Buyer has not used their User Account for more than 2 years, or if the Buyer violates their obligations under the purchase contract (including the GTC).

A.2.6. The Buyer hereby acknowledges that the User Account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the Seller or the necessary maintenance of third party hardware and software.

A.2.7. All presentation of goods placed in the web interface of the store is of an informative nature and the Seller is not obliged to enter into a purchase contract for these goods. The provisions of Section 1732 (2) of the Civil Code shall not apply.

A.2.8. The web interface of the store contains information about the goods, including the prices of individual goods without shipping costs, without VAT and returnable packaging. The prices of goods are

listed including all related fees, only if the goods are delivered in the Czech Republic. The prices of the goods shall remain valid as long as they are displayed in the web interface of the store. This provision does not limit the Seller's possibility to enter into a purchase contract under individually agreed terms and conditions. For goods for which the price is not specified, it is necessary for the Buyer to enquire the Seller about the price prior to completing the order, and according to this information, the price will be added to the order.

.2.9. For goods delivered outside the territory of the Czech Republic, the purchase contract shall take effect on the day of crediting the entire purchase price of the ordered goods to the Seller's account, unless otherwise agreed between the Contracting Parties.

A.2.10. The web interface of the store also contains binding information about the costs associated with the packaging and delivery of goods. The information on these costs listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the Czech Republic. Separate information (on request) on these packaging and transport costs shall apply for goods delivered on the territory of the Slovak Republic,

A.2.11. To order goods, the Buyer shall complete the order form in the web interface of the store. The order form contains in particular information about:

- (a) The ordered goods (the ordered goods are "inserted" by the Buyer into the electronic shopping cart of the web interface of the store);
- (b) The method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods, the place of collection, or the delivery address;
- (c) The information on the costs associated with the delivery of goods (hereinafter collectively only as the "Order").

A.2.12. Prior to sending the Order to the Seller, the Buyer is allowed to check and change the data entered by the Buyer in the Order, even with regard to the Buyer's possibility to detect and correct errors made when entering data into the Order. The Buyer shall send the Order to the Seller by clicking on the "Send the Order" button. The data specified in the Order shall be deemed correct by the Seller.

A.2.12. Immediately after receiving the Order, the Seller shall confirm the receipt of the Order to the Buyer by e-mail to the Buyer's e-mail address specified in the User Account or in the Order (hereinafter only as the "Buyer's Electronic Address"). From the date of receipt of the Order by the Seller, the Buyer shall be bound by the relevant Order and may not unilaterally withdraw from it or change it, unless the Contracting Parties agree otherwise. The purchase contract shall be concluded in the wording of the Order, unless the Seller (electronically or in writing) notifies the Buyer, within five business days from the day it was served onto the Seller, that the Seller does not accept the offer to conclude the purchase contract, using the Buyer's address or electronic address.

A.2.13. Acceptance of the Order by the Seller with an amendment or deviation significantly changing the terms and conditions of the order shall be deemed a new offer (hereinafter only as the "Counter-offer") to conclude the contract. The contract shall not be concluded unless the Seller's Counter-offer is confirmed by the Buyer within five business days upon the date of its service onto the Buyer.

A.2.14. Depending on the nature of the Order (quantity of goods, purchase price, or estimated shipping costs), the Seller may always ask the Buyer for additional confirmation of the Order (for example, in writing or by telephone).

A.2.15. The Buyer hereby agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer in the use of means of distance communication in association with the conclusion of the purchase contract (costs of the Internet connection or costs of telephone calls) shall be borne by the Buyer, while these costs do not differ from the basic rate.

A.2.16. The Buyer is not entitled to unilaterally change or cancel the contractually agreed delivery of goods, i.e. the Buyer shall collect the goods and pay according to these GTC.

A.2.17. The conclusion of a contract between the Contracting Parties or any other legal action by the Buyer or Seller shall not constitute acceptance of the Buyer's general or any other similar terms and conditions.

.2.18. The purchase contract shall be fulfilled on the day of acceptance of the goods by the Buyer, while this day shall also be deemed as the day on which the Buyer refused to accept the goods delivered properly and on time.

A.2.19. The Seller reserves the right at any time with immediate effect to cancel the Buyer's username and password intended for the purchase of goods through the online store and mobile application.

A.2.20. The following provisions of these GBTC shall also apply to contracts concluded in accordance with this Article II.A.

### **Article III Transfer of Ownership, Purchase Price and its Maturity**

3.1. Unless expressly agreed otherwise by the Contracting Parties, the purchase price of the goods will include all Seller's costs related to handing over the goods to the Buyer in a defect-free condition, especially material costs, packaging costs, inspection costs, etc. The purchase price does not include value added tax, transport or returnable packaging, which may be listed separately on the tax document, if applicable.

3.2. The purchase price specified in the Order or its confirmation is not a fixed or final price, as the Seller reserves the right to unilaterally adjust the price of the goods due to price adjustments made by the manufacturer or the Seller's supplier, or changes in material costs (para. 3.1). A price change pursuant to this paragraph shall not be considered a breach of contractual obligations.

3.3. The Seller shall invoice the Buyer for the amounts corresponding to the purchase prices of the goods, even in the electronic form. The Seller may issue a tax document (hereinafter only as the "Invoice") at the earliest on the day when the Buyer received the goods or the goods were handed over for transport. The purchase price may be paid in cash or by transfer to the account with the due date stated on the Invoice - tax document. In the case of doubt, it shall be deemed that the Invoice was served onto the Buyer on the third day from the day it was sent to the address and/or the electronic address specified in the Order, from the date of dispatch for postal transport / from the date of sending by e-mail. At the same time, the Buyer undertakes to make payments within the due date stated in the relevant Invoice.

3.4. The day of payment of the purchase price of the goods or part thereof shall be deemed to be the day when the relevant amount was:

- a) Credited to the Seller's account, or
- b) Paid in cash to the hands of the authorised person

3.5. Ownership of the goods delivered to the Buyer on the basis of purchase contracts concluded in accordance with these GTC shall pass to the Buyer on the day of receipt of the goods.

3.6. If the Buyer fails to pay the purchase price of the goods or part thereof within the period specified in the Invoice, the Seller may refuse to delivery to the Buyer any other goods under the already concluded purchase contract or contracts or possibly withdraw from such a purchase contract, regardless of whether or not their performance has already commenced. In this case, the Buyer is not entitled to any sanctions or damages.

3.7. Either Contracting Party shall notify the other Contracting Party in writing without undue delay of the fact that it has become an unreliable VAT payer or that its bank account used for payments has ceased to be published by the tax authority.

3.8. The Seller shall be entitled to set off any of its claims against the Buyer, including claims not yet due and payable, against the Buyer's due and not-yet-due claims, even if the Buyer's claims are uncertain or indefinite. The Buyer shall only be entitled to set off its claim against the Seller with the

prior written consent of the Seller.

3.9. The Buyer is entitled to assign or pledge any of its claims arising from the purchase contract pursuant to these GTC only with the prior written consent of the Seller.

#### **Article IV Date of Performance and Delivery Terms**

4.1. The Seller may deliver the goods to the Buyer before the agreed date of performance, yet shall notify the Buyer of any such earlier date. The Seller may perform the subject matter of performance with partial deliveries, provided that the agreed price remains unaffected, when each partial delivery may be considered a separate transaction.

4.2. The date of performance – delivery of goods specified in the Order or its confirmation has only an informative function, it is not the exact date of delivery of goods. The Seller may unilaterally extend this deadline due to the delay of the manufacturer of the goods or the Seller's supplier with their delivery, or due to the existence of force majeure. Extension of the delivery date pursuant to this paragraph shall not be considered a breach of a contractual obligation.

4.3. The Buyer shall receive the goods even if they shows defects and deficiencies that do not prevent the proper use of the goods for the purpose for which they were intended.

4.4. Delivery of the goods to the Buyer shall take place:

- a) By means of the Buyer's own transport of the goods from the place indicated by the Seller; or
- b) By means of the Seller's own transport or the carrier contracted by the Seller to the place of the Buyer's registered office or to the place in the territory of the Czech Republic specified in the Order.

4.5. Liability for damage to the transported goods shall pass to the Buyer at the time of their delivery to the Buyer or the first carrier.

4.6. The Seller undertakes to pack the delivered goods and ensure that during transport there is no damage due to defective packaging or security.

4.7. If the goods are transported by the carrier, the Buyer shall inspect the goods upon receipt in the sense of its damage or damage to the package of the consignment and then act in accordance with the provisions of Sections 2555 et seq. of the Civil Code.

4.8. The following persons are entitled to receive the delivered goods on behalf of the Buyer:

- (a) The person in whose name the partner (customer) card is issued by the Seller for the Buyer, while the Buyer shall be liable for the up-to-date nature of the partner card holders;
- (b) The person who presents the Order and is specified by the Buyer on the Order as the person authorised to take over the goods and who presents an identity card for inspection;
- (c) The statutory body of the Buyer or an employee of the Buyer authorized in accordance with the provisions of Section 166 of the Civil Code and upon presentation (for inspection) of the identity card and the Order.

4.9. If the person receiving the goods fails to identify themselves using one of the methods referred to in Article IV (4.8) thereof and if they fail to comply with the obligations set out in paragraph 4.10 of these GTC, then the goods may not have to be handed over to the Buyer and it shall be deemed that the Seller performed properly and on time and the Buyer refused to receive the goods with the consequences specified in these GTC, when at the same time, the risk of damage to the goods shall pass to the Buyer.

4.10. The person receiving goods shall, upon compliance with the obligations set out in Article IV (4.8) of these GTC, specify legibly their name, surname, date of birth and residence on the delivery note and attach their signature.

4.11. The refusal of the Buyer to accept the duly delivered goods results in the fact that the contract has been duly fulfilled, the subject matter of the contract was delivered in a due and timely manner, with all the consequences, i.e. in particular the transfer of risk of damage to the goods to the Buyer, the Buyer's obligation to pay the purchase price according to the concluded contract and according to these GTC, the beginning of the time limits and deadlines, etc.

4.12. The Buyer is not entitled to refuse the duly and contractually ordered goods or return the ordered goods, unless the Contracting Parties agree otherwise.

4.12. If the goods are delivered by the Seller to the Buyer in/on returnable packaging, the Buyer may return the packaging to the Seller, while paragraphs 4.14 to 4.19 of these GTC shall apply to handling the packaging.

4.14. Returnable packaging which does not comply with the conditions for repurchase, in particular:

- a) The packaging is returned by the customer after the deadline specified in the Seller's price list (which can be viewed on the Seller's website);
- b) The packaging is damaged;
- c) The packaging was not delivered by the Seller;

(all the above-mentioned packaging is for the purposes of these GTC hereinafter referred to as the "Non-Returnable Packaging"), may not be received by the Seller and if the Seller places the packaging in its storage facilities despite the findings under letter (a) to (c), then this Non-Returnable Packaging will only be stored for a short term, i.e. for a maximum period of 7 days upon the date of receipt.

4.15. Within the seven-day period referred to in paragraph 4.14, the Buyer shall take this Non-Returnable Packaging at the Buyer's own expense.

4.16. If the Buyer fails to transport the Non-Returnable Packaging within seven days, the Seller may dispose of this Non-Returnable Packaging.

4.17. The Buyer, in the case referred to in paragraph 4.15, shall not be entitled to reimbursement of the price or part of the price of the Non-Returnable Packaging and may be required to reimburse the costs of storage and/or disposal.

4.18. The price and time limits for the return of the returnable packaging not listed in the price list above are available on request from the Seller.

4.19. The Seller shall not be bound by any obligations or responsibilities from packaging purchased by the Buyer from suppliers other than the Seller.

## **Article V**

### **Liability for Defects in Goods, Complaints and Damages**

5.1. The Seller shall provide a quality warranty for the goods delivered to the Buyer on the basis of these GTC for a period of 12 months from the date of receipt of the goods by the Buyer, unless a different warranty period is stated in the accompanying or other documents delivered by the Seller, e.g. in the delivery note or Invoice, whereas these documents may specify a different method of making a complaint or claiming defects in the goods than is specified in these GTC, due to the nature or method of use of the relevant goods, or the conditions for making a compliant / claiming defects in the goods set by the manufacturer of the goods.

5.2. For goods that are marked "R2" to "R99" in the delivery note or invoice, the Buyer shall follow the instructions provided at [www.elkov.cz](http://www.elkov.cz) for the relevant type of goods or group of goods.

5.3. The warranty shall not apply to:

- Wear and tear caused by normal use of the goods;
- Damage to the goods as a result of their use in violation of the instructions of the assembly instructions and generally known and usual methods of use;
- Damage to the goods caused by pollution, accident or force majeure (e.g. non-compliance with maintenance intervals that have been prescribed);
- Mechanical damage to the goods;
- Damage caused by the use of unsuitable goods for the specified purpose;
- Goods marked “R2” to “R99” for which the conditions specified and required in paragraph 5.2 have not been complied with, i.e. the complaint procedure for the relevant type of goods or group of goods has not been followed;
- Defects and damage caused by unprofessional intervention in the goods.

5.4. Obvious defects of goods delivered to the Buyer on the basis of these GTC shall be deemed to be defects caused by defective packaging or defective securing of goods during transport, for which the Seller is liable, as well as any defects of quantity, assortment, completeness and incorrect marking of the goods. The Buyer’s claims due to the Seller’s liability for obvious defects of the goods shall expire if a written complaint of an obvious defect of the goods is not served onto the Seller within ten days from the date on which the goods were received by the Buyer.

5.4. The Buyer’s claims for liability for defects in the goods caused by defective packaging or defective securing of the goods during transport, for which the Seller is liable, shall expire, unless a written complaint is substantiated by a record that the Buyer drafts with the carrier; the record shall contain a description of the damage and define its extent. The Buyer shall supplement the record with evidence material (e.g. photo documentation) demonstrating the condition of the damaged goods and packaging in which the goods were transported.

5.6. Defects of goods delivered to the Buyer on the basis of these GTC shall be deemed to be material defects of the goods, defects of their functionality and further manufacturing and construction defects of the goods as of the date of delivery of the goods to the Buyer.

5.7. The Buyer may exercise the rights from liability for defects of the goods only if the goods are used in accordance with technical regulations, technical standards or the usual manner of use.

5.8. The Buyer shall file a complaint / complaint about defects in the goods in writing, stating the reason for the complaint, how the defect manifests itself, what right the Buyer has selected to exercise in accordance with the provisions of Section 2106 of Act No. 89/2016 Coll., the Invoice number of the Seller, containing the goods subject to the complaint, and a copy of the delivery note, and indicate the person authorised by the Buyer to negotiate with the Seller in the matter of the complaint. The complaint / complaint of defects shall not be deemed to have been made in a due and timely manner without the stated form, facts and documents listed in the previous sentence.

5.9. The Buyer shall:

- a) Deliver the defective goods in the condition in which they were received from the Seller to the address of the place of dispatch of the goods or to another place agreed in advance, unless the goods are marked “R2” to “R99”;
- b) The goods that are marked “R2” to “R99” in the order confirmation or delivery note or Invoice, then for these claimed goods the Buyer shall follow paragraph 5.2 of these GTC, i.e. the Buyer shall follow the instructions provided at [www.elkov.cz](http://www.elkov.cz) for the relevant type of goods or group of goods, e.g. leave the goods in place including all wiring and connections that are necessary for the proper functioning of the claimed goods.

5.10. In the case of exercising the right under the warranty, the Buyer shall demonstrate to the Seller that the goods have been stored, installed, used and maintained correctly and in accordance with the

operating and installation conditions and instructions provided by the manufacturer of the goods.

5.11. The Buyer shall reimburse the Seller for all reasonable costs incurred by the Seller in association with a claim for a hidden defect in the goods, which was claimed by the Buyer unjustifiably or which the Seller did not recognise.

5.12. Depending on the nature of the claimed defect, the Seller may authorise the manufacturer or importer of the claimed goods to act on the Seller's behalf in the matter of the complaint concerning any such goods.

5.13. The Seller shall be liable for any damage incurred by the Buyer as a result of defective performance up to the amount of the purchase price of the defective performance, whereas any contractual penalties shall be set off the damages.

5.14. The above provisions of these GTC governing liability for defects shall apply mutatis mutandis to the quality guarantee.

5.15. The provisions referred to in Article 5 of these GTC shall only apply proportionately to goods sold at a lower price due to a defect for which the lower price was agreed, to worn-out goods caused by their normal use, in the case of used goods to a defect corresponding to the level of use or wear and tear that the goods had when taken over by the buyer, or if this results from the nature of the goods.

## **Article VI**

### **Contractual Penalties for Breach of Obligations and Damages**

6.1. Contractual penalties for breach of obligations set out in these General Terms and Conditions:

- (a) In the case of the Buyer's default on the payment of the invoiced price of the goods, the Buyer shall a contractual penalty in the amount of 0.15% of the amount due for each day of default;
- (b) In the case of the Buyer's default on taking over the goods delivered properly and on time, the Buyer shall pay a contractual penalty in the amount of 0.5% of the price of the unaccepted goods for each day of default.

6.2. The Buyer hereby assumes the risk of a change of circumstances pursuant to the provisions of Section 1765 (2) of the Civil Code.

6.3. The payment of the contractual penalty shall not terminate the Buyer's obligation to take over the goods and the Seller's right to payment of the agreed purchase price in its entirety.

6.4. The total scope of the Seller's obligation to compensate the Buyer for damage to the Buyer's property (damage) incurred in association with the performance of the purchase contract or breach of law is limited to the contractual price of the claimed item of goods delivered under the concluded Purchase Contract (excluding VAT), for all damage events in their totality. Only the actual damage shall be compensated for; lost profits and other types of damage shall not be compensated for. Damage shall preferably be compensated in monetary terms.

6.5. Any contractual penalties or other sanctions paid by the Seller to the Buyer shall be set off against the full amount of damage. The above-agreed limitation shall not apply to damages caused by intent or gross negligence or to damages caused to a person's natural rights.

6.6. The limitation period for claiming damages is one year. This shall also apply to the right to compensation for damage caused by a defect in the goods.

6.7. If the Seller's obligation to deliver the goods has ceased due to the impossibility of such performance, the Seller shall pay the Buyer for the damage caused by the impossibility of performance. The preceding paragraphs shall apply to the extent of compensation for the damage so caused.



6.8. If the performance of the contract is to serve the interests of a third party and the Buyer is not the end user or the sole user of the goods, the Buyer shall contractually ensure that the third party whose interests are served by the performance of the contract limits the liability of the Buyer to the same extent as the liability between the Seller and the Buyer is limited by the contract or these GTC. In the event that the Buyer fails to agree to such limitation of liability, the Buyer shall be obliged to compensate the Seller for any damage to the extent of the difference between the compensation for damage provided to the third party without the above-described limitation of liability and the compensation for damage that the Seller would otherwise have provided to the third party in the presence of the above-described limitation of liability.

6.9. The limits on the extent of compensation provided for in this Article shall not apply to damage caused to a person's natural rights or caused intentionally or through gross negligence.

## **Article VII Personal Data Protection and Anti-Corruption Measures**

7.1. The Contracting Parties hereby acknowledge that personal data provided by the Buyer, the Buyer's employees or representatives will be processed by the Seller as the administrator for the following purposes or in association with the following:

- (a) The supply of goods or services;
- (b) Ensuring compliance with relevant legal, regulatory or professional requirements;
- (c) Addressing requests or communications from the competent authorities;
- (d) Contract administration, financial accounting, compliance with internal regulations, risk analysis, and client relationships;
- (e) The use of systems and applications (hosted or internal) for information technology and information systems services (hereinafter only as the "Purposes").

For the above Purposes, personal data may be made available / transmitted to recipients of personal data (including controllers and processors of personal data) and may be processed by these recipients.

7.2. Unless this requires unreasonable efforts, the Buyer shall ensure that the data subjects (the Buyer's relevant employees, agents, suppliers and clients) are informed of the protection and use of personal data by the Seller.

7.3. Each Contracting Party shall comply with the applicable legal regulations on personal data protection when processing personal data, in particular:

- (a) The national legal regulations implementing Directive 2002/58/EC on privacy and electronic communications;
- (b) The General Regulation on the Protection of Personal Data ((EU) 2016/679); and
- (c) The national legal regulations on the protection of personal data.

7.4. The Contracting Parties hereby acknowledge that they are subject to laws prohibiting corruption and/or the provision of any valuable items to government officials in order to influence the person's actions towards the Buyer. The Seller's company shall be subject to the same laws as the Buyer, as well as professional codes, while the Seller has its own internal policies and procedures in place prohibiting illegal or unethical conduct. When providing the Services, the Seller undertakes not to offer, promise or provide a financial or other advantage to another person in order to induce them to perform illegally or to appreciate illegal conduct in favour of the Buyer, both cases involving violation of applicable legal regulations.

## **Article VIII Other Provisions**

8.1. The Buyer:

- a) May not communicate to third parties data from/on concluded purchase contracts with the Seller without the prior consent of the Seller;

b) May notify the Seller of the facts affecting the sale of goods and the interference of third parties with the rights of the Seller, in particular the right to the sales name and trademarks.

8.2. The Seller:

- a) May not communicate to third parties data from/about concluded purchase contracts without the prior consent of the Buyer;
- b) May send the Buyer, free of charge, the documentation of the contract goods in quantities appropriate for sales and service purposes, price lists, catalogues, and any other promotional materials.

8.3. All notices or communications made on the basis of these GTC shall be in writing, with the exceptions specified in the General Terms and Conditions, and shall be duly served onto the other Contracting Party. The document shall be deemed duly served provided that it has been:

- a) Handed over to the addressee via the Sender's employee, then served on the day of receipt; or
- b) Handed over for postal transport, then the day of service shall be deemed as the third day after handover for postal transport;
- c) Served onto the e-mail address specified in the General Sales Terms and Conditions on the Buyer's Orders order, then the day of the service shall be deemed as the third day after its sending to the specified e-mail address; or
- d) Served onto the addressee's data box, then it shall be deemed served on the day of the service onto the data box.

## **Article IX Final Provisions**

9.1. The Buyer shall act in accordance with the generally binding rules applicable to contracts concluded in accordance with these General Terms and Conditions, in relation to:

- a) Fundamental human rights and freedoms, and in particular the prohibition of (i) any child labour and any form of forced or compulsory labour, and (ii) any form of discrimination within the Seller or in relation to suppliers and subcontractors;
- b) Embargoes, drug and arms trafficking, and terrorism;
- c) Trade, import and export licences and duties;
- d) Occupational safety and health of workers and third parties;
- e) Workforce, immigration and the prohibition of illegal work;
- f) Environmental protection;
- g) Criminal offences of a financial nature, in particular corruption (such as acceptance of bribes, bribery or indirect bribery), fraud, abuse of position (or an equivalent offence as provided for in national law applicable to this contract), embezzlement, theft, misappropriation of company funds, counterfeiting, alteration and use of counterfeits, and similar or related criminal offences;
- h) Anti-money laundering measures;
- i) Competition.

9.2. Violation of the obligations set out in paragraph 9.1 may constitute a reason for withdrawal from any contract already concluded by the Seller.

9.3. By concluding the Framework Agreement and/or any purchase contract according to these GTC, the Seller and the Buyer have expressly agreed that the provisions of the Seller's GTC shall prevail over any general or similar terms and conditions of the Buyer (hereinafter only as the Buyer's GTC), i.e. the Buyer's GTC shall be invalid and ineffective, unless any other written agreement has been concluded.

9.4. If the relationship established by the purchase or other contract concluded according to these GTC contains an international (foreign) element, then the Seller and the Buyer have expressly agreed by concluding a framework agreement and/or any purchase contract according to these GTC that all

disputes arising from or related to these purchase contracts or concerning their validity or enforceability, regardless of whether they are deemed contractual claims or not, will be exclusively subject to the law of the Czech Republic (excluding conflicting rules of private international law and the UN Convention on Contracts for the International Sale of Goods). It shall also apply that the court with exclusive jurisdiction is the court of the Seller (hereinafter only as the “Competent Court”), and the Czech language shall serve as the official language for the interpretation of the wording of these contracts.

9.5. If either Contracting Party breaches the obligations imposed in paragraph 9.4 of these GTC, i.e. if the Contracting Party files an action with a court or authority other than the Competent Court, then the Contracting Party concerned shall pay the other Contracting Party a contractual penalty of 50% of the amount which is the subject of the dispute, while the right of the Contracting Party to claim the contractual performance arising from contracts and contractual relations under these GTC with the Competent Court shall remain unaffected.

9.6. Sections 558(2), 1726, 1728, 1729, 1740(3), 1757(2) and (3), 1765, 1798 to 1800, 1950, and 2630 of the Civil Code shall not apply. The Contracting Parties expressly acknowledge that they enter into this Contract as entrepreneurs in the course of their business. Neither Contracting Party shall have the status of a weaker party vis-à-vis the other.

9.7. The rights and obligations of the Contracting Parties from purchase contracts concluded before the effective date of these GTC shall be governed by the Seller’s GTC effective on the date of conclusion of the relevant purchase contract.

9.8. If any provision of these GTC is or becomes invalid or ineffective, the invalid provision will be replaced by a provision the purpose of which is as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

9.9. All contractual relations between the Contracting Parties not regulated in these GBTC, in the Framework Purchase Agreement or the purchase contracts shall be governed by generally binding legal regulations of the Czech Republic, in particular the Civil Code, as amended.

9.10. The Seller may amend these GTC to a reasonable extent if, at the Seller’s discretion, there is a reasonable need to amend them. The Seller shall disclose the new version of the GTC on its website. These new GTC will become effective on the day of publication, unless the Seller specifies the later effective date.

9.11. These GTC shall come into force and effect on 19 July 2021 and on this date all previous GTC cease to be effective.

In Brno on 19 July 2021

**ELKOV elektro a.s.**