**General Terms and Conditions for the Sale of Goods**

**valid from the date 1st January 2024**

of the trading company **KEESTRACK - CZ, s.r.o., Company ID: 25900307**, registered office at Pískoviště 1663/3,
785 01 Šternberk, entered in the Commercial Register kept by the Regional Court in Ostrava, Section C, File No. 24739.

**I.**

**General provisions**

**1.1** These general Terms and Conditions for the Sale of Goods (hereinafter referred to as "**the Terms and Conditions**") are drawn up in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "**the Civil Code**") and determine part of the content of contracts, in particular those referred to in paragraph 3 of this Article, with the exception of those contracts which expressly contractually exclude the use of these Terms and Conditions or parts thereof. Any deviations from the Terms and Conditions shall only be valid if they are expressly agreed in writing in the relevant contract.

**1.2** These Terms and Conditions form an integral part of any contract, however identified and in whatever form concluded, in particular those referred to in clause 1.3 of these Terms and Conditions, where the company **KEESTRACK - CZ, s.r.o., Company ID: 25900307**, with registered office at Pískoviště 1663/3, 785 01 Šternberk, entered in the Commercial Register kept at the Regional Court in Ostrava, Section C, File No. 24739, is in the position of a contractor, seller or supplier (hereinafter referred to as "**the** **Supplier**"), and on the other hand a person acting in particular in the position of an ordering party, buyer or customer (hereinafter referred to as "**the** **Customer**") (the Customer and the Supplier hereinafter referred to as the "**the** **Parties**"). These Terms and Conditions may also govern contractual relations in other cases if the Parties agree so. Where a contract of sale is referred to below, all other institutes for other types of contracts shall apply mutatis mutandis as if it were a contract of sale, unless otherwise demonstrably stated in the individual case.

**1.3** These Terms and Conditions are always part of the following contracts concluded between the Supplier and the Customer:

**1.3.1** contract of sale,

**1.3.2** contracts for work,

**1.3.3** unnamed contracts within the meaning of the provisions of Section 1746(2) of the Civil Code, if they also include provisions which contain the necessary elements of a contract of sale or a contract for work,

**1.3.4** framework contracts, on the basis of which individual contracts are concluded according to clauses 1.3.1 to 1.3.3 of these Terms and Conditions

(hereinafter collectively referred to as "**the Contract**").

**1.4** Any terms and conditions other than these Terms and Conditions are not accepted at the conclusion of the Contract and subsequently at its implementation and their use is therefore excluded in advance. Modification of the Customer's terms and conditions or delivery terms is thus expressly excluded, regardless of the form in which they were communicated and even if they were not expressly contradicted or were confirmed after the Contract was signed in a manner other than by a written amendment to the Contract, bilaterally signed by the responsible representatives of both Parties.

**1.5** All other relations between the Customer and the Supplier that are not regulated by these Terms and Conditions shall be governed by the relevant provisions of the Civil Code. In the event of a conflict between the Contract and these Terms and Conditions, the Contract shall prevail.

**1.6** The Supplier may change or supplement the wording of these Terms and Conditions without the Customer's consent only to a reasonable extent. In such a case, the Supplier is obliged to provide the Customer with a new version of the Terms and Conditions with the proposed changes visibly marked and shall allow a reasonable time-limit for the Customer to comment on whether the Customer accepts them. In the event that the Customer fails to comment within the specified time-limit, the Customer shall be deemed to have accepted the proposed changes. In the event that the Customer does not agree to the proposed changes, either Party is authorised to terminate these Terms and Conditions, as well as any contract relating thereto that has not been fulfilled or whose performance has not been commenced. In such case, the notice period shall be fifteen (15) calendar days.

**II.**

**Conclusion of the Contract**

**2.1** All contracts, as well as amendments and supplements thereto, require a written or electronic form for their validity in accordance with Article II, paragraph 2 of these Terms and Conditions.

**2.2** The implementation of the Parties' obligations shall be performed on the basis of a duly concluded written contract or on the basis of an order from the Customer, which is made in writing or electronically (i.e. by e-mail communication made between persons who appear on the Supplier's part to be authorised to act in contractual or technical matters on behalf of the Customer) and which is accepted by the Supplier in the same form, thereby giving rise to the Contract.

**2.3** For the purposes of these Terms and Conditions, the term "order" shall mean a unilateral legal act of the Customer directed towards the Supplier with the aim of receiving the ordered performance (hereinafter referred to as "**the order**") in the form of goods, works or services (hereinafter collectively referred to as "**the goods**"). The order may be demonstrably delivered to the Supplier, in particular by postal delivery, e-mail or fax. By submitting an order, the Customer confirms that it has familiarised itself and agreed to the complete text of these Terms and Conditions and at the same time that it accepts the Supplier's prices in force at the time of the order dispatch.

**2.4** Unless otherwise expressly agreed in writing, the Customer must provide at least the following information in its order:

**2.4.1** the Customer's identification - name and surname or business name, Company ID and VAT number of the Customer, address of the registered office or place of business of the entrepreneur - legal entity or natural person,

**2.4.2** the required method of delivery of the goods (INCOTERMS delivery term - parity),

**2.4.3** the requested delivery date of the goods,

**2.4.4** the place of delivery of the goods (in the case of a DAP parity requirement),

**2.4.5** contact details (telephone number, e-mail address),

**2.4.6** the exact specification of the goods, especially if they are the Supplier's standard goods; the number of pieces, colour design, drawing or complete text specification of the goods if they are atypical goods outside the Supplier's standard offer.

**2.5** The Supplier is authorised to reject an order that does not meet the essential requirements and does not include necessary data (in particular pursuant to clause 2.4 hereof) or to return it to the Customer for completion and to give the Customer a reasonable time-limit to do so. Failure to do so within this time-limit shall result in the order being deemed never to have been delivered. Upon receipt of the order, the Supplier shall provide the Customer with information regarding the availability of the requested goods and, if applicable, the possible delivery date, which shall be mutually agreed by them.

**2.6** The Customer's order is a draft contract and the Contract itself is concluded at the moment of delivery of the Supplier's binding consent to the Customer's draft (binding confirmation of the order by the Supplier) by e-mail to the address provided by the Customer in its order or to the Customer's registered office/place of business (hereinafter referred to as "**order confirmation**"). The Supplier may indicate its consent to the order directly on the order and send it back to the Customer or confirm it. The Supplier's offer to deliver the goods confirmed by the Customer within the specified time-limit shall also be deemed to be the order confirmation. From this moment on, mutual rights and obligations arise between the Customer and the Supplier. If the Supplier makes changes or additions to the Customer's data in the order confirmation, this order confirmation shall be deemed to be a new draft contract. If the Customer discovers after receipt of the order confirmation that any of the data is incorrect, it is the Customer's obligation to communicate this fact to the Supplier in writing. Correction of the order confirmation shall be effective upon acknowledgement of receipt by the Supplier.

**2.7** The Customer shall be bound by its order for a period of twenty (20) working days from the date of its dispatch to the Supplier. In the event that no order confirmation is received by the Customer by that time, the order shall cease to be valid. In the event of acceptance of an order by the Supplier after the time-limit specified in this clause, the Contract shall only be formed if the Customer does not reject such late acceptance of the order in writing.

**2.8** By payment of the price of the goods or by making an advance payment of the price thereof by the Customer, or by providing initial assistance to the Supplier for the implementation of the subject-matter of the Contract, the Customer agrees to all the essentials of the Supplier's offer or the order confirmation with deviation, which shall be deemed to be a new draft contract in accordance with clause 2.6 of these Terms and Conditions.

**2.9** The Supplier reserves the right to make even partial deliveries of the goods under the Contract. The Customer is obliged to accept such partial deliveries (partial performance) and to pay the price for them or the relevant part thereof.

**2.10** An order and/or contract may only be cancelled exceptionally by prior written agreement with the Supplier. The request for cancellation of an order must be made at least in a similar manner to that in which the order was placed. In the event of cancellation of an order by agreement of the Parties, the Customer is obliged to reimburse the Supplier for all costs incurred in connection with the commenced performance of the subject-matter of the Contract (goods).

**2.11** If the Customer fails to collect the ordered goods without prior cancellation of an order (accepted by the Supplier), the Customer shall bear the costs incurred in the production and delivery of these goods (mainly material costs, production costs, transport costs, storage costs, etc.). This is without prejudice to the Customer's right not to take delivery of the goods on the grounds of nonconformity with the Contract.

**2.12** Plans, designs, data, samples, models submitted by the Supplier under the Contract shall remain the property of the Supplier and shall not be used in any other way without the written consent of the Supplier and shall be returned to the Supplier. The offers, as well as all related data and documents, are trade secrets of the Supplier and may not be provided to third parties or used for purposes other than the implementation of the order/the Contract.

**III.**

**Delivery terms**

**3.1** The Supplier is obliged, at its own expense and risk, to deliver the goods to the Customer with the documents relating to the goods at the time, quantity, quality, workmanship and place agreed in the Contract.

**3.2** The delivery terms shall always be agreed by the Parties separately for each individual purchase and specified in the written order confirmation and/or the Contract. Unless otherwise expressly agreed in the Contract, the delivery of the goods shall be subject to the **EXW** delivery term **the Supplier's registered office** according to INCOTERMS 2010.

**3.3** The Customer is obliged to take delivery of the goods in person or to designate an authorised person to take delivery of the goods on its behalf by a demonstrable means (by e-mail sent to the Supplier's e-mail address). In the event that the goods are not handed over in accordance with the Contract due to the Customer's fault, the Supplier is authorised to charge the Customer for the costs of redelivery of the goods and to charge a storage fee of 0.1% of the purchase price of the goods (including VAT) for each day of storage.

**3.4** When negotiating an EXW/FCA clause (INCOTERMS) or in other cases where transport is to be arranged by the Customer at its expense, the Supplier must ensure that the goods are ready on the delivery date for collection by the Customer or a carrier(s) authorised by the Customer at the Supplier's registered office. The Supplier is not liable for the delivery of the goods to the place of delivery by the carrier(s) authorised by the Customer.

**3.5** Where the Supplier is to arrange transport at its own expense, the Supplier must ensure that the goods are ready for dispatch to their place of destination on the delivery date. The Customer is obliged to ensure well in advance that:

**3.5.1** the goods can be delivered to the place of delivery without undue or unusual hardship,

**3.5.2** access to the place of delivery is properly ensured for the Supplier and persons authorised by the Supplier.

**3.6** The goods must be packaged in a manner suitable for the agreed type of the goods and the agreed mode of transport, both to prevent damage to the goods during transport to the agreed place of delivery and to ensure safe handling and storage of the goods. Used packaging and fixing materials shall be returned only if expressly agreed in the Contract. Packaging shall be deemed to be any material facilitating the protection, transport and handling of the deliveries and providing more detailed information about the contents of the delivery. Transport packaging that is not subject to take-back by the Supplier under this Contract and the Terms and Conditions and no such take-back takes place shall be the Customer's property and the Customer shall dispose of it in accordance with Act No. 477/2001 Coll.

**3.7** The delivery of the goods is confirmed by the Parties by signing a document of acceptance (delivery note), in which the exact identification of the goods delivered and their quantity are stated. The Customer is obliged to confirm the delivery note in writing and, where applicable, to indicate therein any defects in the quantity or quality of the goods delivery. Failure to do so shall entitle the Supplier or the carrier authorised by the Supplier to refuse to hand over the goods to the Customer.

**3.8** The Customer acquires the ownership right to the goods at the moment of their acceptance and full payment of the full price of the goods to the Supplier (at the moment of its crediting the Supplier's account).

**3.9** In the case of delivery of the goods abroad, when negotiating the EXW/FCA clause, the Customer declares that the goods will be transported by the Customer or by a carrier(s) authorised by the Customer in accordance with the provisions of Act No. 235/2004 Coll., on Value Added Tax (hereinafter referred to as "**the** **VAT Act**"). In the case of delivery of the goods abroad (to another Member State of the European Union) when negotiating the EXW/FCA clause or in other cases where the transport is to be ensured by the Customer at its expense, the Customer undertakes to ensure that the goods will be transported by the Customer or by a carrier(s) authorised by the Customer to the place of delivery specified in the order/the Contract. The fact that the goods have been transported at the Customer's expense to the place of delivery abroad shall be fully and truthfully demonstrated by the Customer to the Supplier no later than fifteen (15) calendar days of completion of the transport or receipt of the Supplier's written request, in particular by:

**3.9.1** the Customer's declaration on the transport of the goods, with essentials as required by the competent tax authorities, if the Customer has transported the goods itself by its own means of transport,

**3.9.2** proof of who transported the goods in question and to which place, i.e. by an invoice issued by the carrier or a CMR or CIM waybill and by a confirmed delivery note,

 **3.9.3** other means as required by the competent tax authority to prove the final destination of the goods.

**3.10** If the Customer fails to fulfil the obligation imposed on the Customer in clause 3.9 of these Terms and Conditions, the Customer is obliged to pay the Supplier a contractual penalty in the amount of the VAT as additionally assessed and other sanctions applied by the tax authority against the Supplier. The Supplier's right to compensation for damage is not affected hereby.

**3.11** For the transfer of the risk of damage, it shall apply that the risk of damage to the goods passes to the Customer at the time when the Customer takes over the goods from the Supplier or, if the Customer fails to do so in time and properly, at the time when the Supplier allows the Customer to dispose of the goods and the Customer breaches the Contract by failing to take over the goods. In such a case, the following rules shall also apply:

**3.11.1** If the Supplier is contractually obliged to hand over the goods to a carrier at a certain place for the transport of the goods to the Customer, the risk of damage to the goods passes to the Customer upon handing over the goods to a carrier at the agreed place.

**3.11.2** If the Supplier is contractually obliged to dispatch the goods but is not obliged to hand over the goods to a carrier at a particular place, the risk of damage to the goods passes to the Customer upon handing over the goods to the first carrier for transport to the place of destination.

**3.12** Damage to the goods occurring after the risk of damage to the goods has passed to the Customer does not relieve the Customer of the obligation to pay the Supplier the price of the goods.

**3.13** The Customer has the right to demonstrate the goods and their functions as well as the right to re-inspect the goods in front of the Customer only if this is expressly agreed between the Parties under the Contract.

**IV.**

**Delivery date**

**4.1** The delivery date is indicated in the order confirmation, either by the exact date of delivery or the delivery time (hereinafter only referred to as "**the** **delivery time**"). The delivery time varies and depends on the availability of the goods or the complexity of the production of the goods.

**4.2** Weekends, public holidays and days of pre-announced whole-company holidays are not included in the delivery time stated in weeks or months.

**4.3** The Supplier reserves the right to change the delivery time within ten (10) working days from the date of the order confirmation, if this is justified by facts that the Supplier could not reasonably foresee at the time of the order confirmation (e.g. changes in the delivery date of input materials).

**4.4** The delivery time for the goods shall start on the date of order confirmation. If the Supplier has issued a pro forma invoice to the Customer for payment of the price of the goods, the delivery time shall commence on the date of order confirmation or on crediting the Supplier's account with the entire agreed advance payment, whichever is later.

**4.5** In the case of the goods for which the Customer must approve the production documentation, the start of the delivery time is determined not only by the order confirmation and the date of making the advance payment, if a pro forma invoice is issued, but also by the date on which the Customer has approved the production documentation in its entirety by its signature. In that case, the delivery time shall start from the later date.

**4.6** The Supplier is not liable for its delay in the obligation to deliver the goods within the delivery time if it is unable to deliver the goods within this time-limit due to the Customer's delay in taking delivery the goods, paying the price of the goods or providing any assistance to which the Customer is obliged under the Contract or by the nature of the matter.

**4.7** The Supplier is not liable for its delay in the obligation to deliver the goods within the delivery time on the days of:

**4.7.1** the Customer's delay in handing over the documents or documentation necessary for the implementation of the subject-matter of the Contract,

**4.7.2** suspension of the course of the implementation of the goods by official decision (except for suspension due to reasons on the Supplier's side),

**4.7.3** the impossibility of implement the goods due to hidden obstacles which the Supplier is unable to remove, which have not arisen due to the Supplier's activity and which have been promptly notified to the Customer,

**4.7.4** when other reasons set out in the Contract shall continue to apply.

**4.8** If an unsuitable item or order hinders the proper performance of the subject-matter of the Contract, the Supplier shall notify the Customer thereof and, to the extent necessary, suspend performance of the subject-matter of the Contract until the item is replaced or the order is changed; in the following, the provisions of Section 2594 of the Civil Code shall apply. The Customer undertakes to reimburse the Supplier in full for all costs associated with the interruption of the performance of the subject-matter of the Contract pursuant to the preceding sentence, when the Parties expressly agree that such costs are not included in the price of the goods. The delivery time shall be extended by the period of interruption caused by the interruption referred to in this clause and also by the period during which the Customer failed to provide the Supplier with the required cooperation.

**V.**

**Price of the goods and payment terms**

**5.1** The Customer is obliged to pay the Supplier the price of the goods set out in the Contract. Value added tax shall be added to the price of the goods in the amount specified in the VAT Act.

**5.2** In the event of any significant price changes due to changes in currency exchange rates, inflation or significant changes in the supply conditions of manufacturers and other suppliers of the goods, the Supplier is authorised, unless otherwise agreed between the Customer and the Supplier, to require the Customer to pay the new price of the goods, or such increase. If the Customer does not agree to the new price of the goods, the Supplier is authorised to withdraw from the Contract with ex tunc effects.

**5.3** The Supplier reserves the right to require making an advance payment by the Customer in the amount of at least 20% (in words: twenty percent) of the total price of the goods, i.e. incl. VAT. The agreed advance payment shall be made by the Customer on the basis of a pro forma invoice issued by the Supplier. If the pro forma invoice or previous deliveries are not paid by the Customer duly and on time, the delivery tie of the goods shall be extended according to the production capabilities of the Supplier even by a longer period than the period during which the Customer has been in delay (up to a further three (3) months from the date of demonstrated payment of the invoice or previous deliveries).

**5.4** Unless otherwise agreed in the Contract, the Customer shall pay the Supplier the price of the goods or the additional payment of the price of the goods after taking into account the advance payments made on the basis of the issued tax document (invoice). The tax documents issued by the Supplier must comply with the requirements of the VAT Act. The Parties have given consent to each other in accordance with Section 26(3) of the VAT Act to use tax documents in electronic form. The Supplier is authorised to issue an invoice for the price of the goods after:

**5.4.1** it has prepared the goods by the Customer or the carrier(s) authorised by the Customer for collection at the Supplier's registered office, if the Customer arranges the transport of the goods,

**5.4.2** it has prepared the goods by the Customer for collection at the place of delivery, the Customer arranges the transport of the goods.

**5.5** Unless otherwise agreed in the Contract, the Supplier's pro forma invoices are payable within fourteen (14) days from the date of issue, unless otherwise stated on the pro forma invoice. Invoices other than pro forma invoices shall be payable within a time-limit to be agreed between the Parties in the Contract and, if the Parties fail to agree on the maturity period in such way, these shall be payable within thirty (30) days of the date of issue, unless otherwise stated on the invoice.

**5.6** The Customer shall pay the price of the goods by transfer order to the account number provided in the Supplier's invoice and the obligation to pay the price of the goods shall be fulfilled on the date of crediting the amount to the Supplier's bank account specified in the invoice. Non-cash transfers to the Supplier's account shall be made in Czech crowns; however, upon prior agreement of the Parties such payments may also be made in EUR or another currency, but provided that the price of the goods is stated in EUR or another currency on all documents. In this case, the Supplier shall inform the Customer of the bank details for the payment in EUR or another currency (name and registered office of the bank, IBAN, or SWIFT). In the case of international payment transactions, the SHA fee details are agreed (the sender pays the bank fees for the outgoing payment and the recipient pays the fees of its banking service provider).

**5.7** In the event of the Customer's delay with paying an invoice (including a pro forma invoice), the Supplier is authorised to charge, without prior notice, the Customer a contractual penalty of 0.25% (in words: quarter of a percent) of the total amount due (including VAT) for each day of delay until payment. This is without prejudice to any claim for compensation for damage by the Supplier. If the Customer is in delay with payment of the price of the goods or part thereof, the Supplier is authorised to suspend deliveries not made or to withdraw from the concluded contracts.

**5.8** The payment of the price of the goods may not be offset unilaterally against any claim of the Customer, whether arising under the contract or based on any other legal ground, nor may the payment of the price of the goods be withheld by the Customer for any reason (e.g. with respect to alleged rights from defects).

**5.9** The Customer is only authorised to encumber receivables due from the Supplier with a lien in favour of a third party, to a security transfer of a right or guarantee or to an assignment of receivables on the basis of the Supplier's prior written consent granted on a case-by-case basis.

**VI.**

**Quality guarantee and rights from defective performance**

**6.1** Liability for defects is governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code). Any liability for defects in the goods shall be addressed on the basis of these provisions, unless the Terms and Conditions or the Contract provide another procedure.

**6.2** If the quality or design of the goods is not specified in the Contract, the Supplier is obliged to deliver the goods in the quality and design according to the relevant technical standard (CSN/DIN/EN) or in the quality and design corresponding to the agreed purpose or the purpose for which such goods are usually used and/or the purpose resulting from the Customer's order.

**6.3** The Supplier shall provide the Customer with a quality guarantee for the delivered goods for a period individually agreed in the Contract, otherwise for a period of **twelve (12) months** from the date of delivery of the goods to the Customer in accordance with the delivery terms (see Article III of these Terms and Conditions) **and/or 1,500 motor hours of operation of the goods, whichever is earlier.** The guarantee does not cover wear and tear of things caused by normal use.

**6.4** The Customer is obliged to inspect the goods upon delivery and acceptance. The Customer is obliged to claim obvious defects immediately upon delivery and acceptance of the goods; any other defects shall be claimed by the Customer immediately after their discovery, at the latest within twenty-four (24) hours from the moment when the Customer could have discovered them with the exercise of ordinary care, all within a maximum of one (1) month. Defects in the goods shall be claimed from the Supplier on the date on which the Supplier receives written notice of the defects from the Customer at the address of its registered office. The notice must specify the defect or how the defect manifests itself and documentation to prove the defect. The choice of how to remedy the defect under these Terms and Conditions shall always be on the Supplier's part. The provisions of Section 2108 of the Civil Code shall not apply.

**6.5** If the Customer exercises its rights arising from defects in the delivered goods in a timely and proper manner, the Supplier's authorised employee is obliged to decide on the complaint within twenty (20) working days, in more complex cases within forty (40) working days. However, the time required for a professional assessment of the defect shall not be included in this time-limit.

**6.6** A recognised complaint, including the removal of the defect, shall be settled, if objectively possible, within one (1) month at the latest from the date of the decision on the validity of the complaint pursuant to clause 6.5 of these Terms and Conditions. In justified cases, the Supplier's authorised complaint officer may agree with the Customer on a longer time-limit.

**6.7** The Customer is obliged to prove that its right from defects is justified, in particular that the Customer acquired the goods from the Supplier and when. The right of defect shall be deemed to have been duly exercised if the goods are complete and supported by the necessary documents. In the case of sending defective goods for complaint, the Customer is obliged to hand over the goods complete and in suitable packaging material that meets the transport requirements of the goods delivered. The Customer is obliged to provide the Supplier with the necessary assistance to settle the complaint. The Supplier is not obliged to accept the goods for complaint unless they are suitably packaged and delivered with the parts and accessories delivered. The goods complained of will only be accepted for complaint if the goods are properly cleaned and the assessment of the complaint is not prevented by general principles of hygiene.

**6.8** The Customer is not authorised to interfere with the goods or any part thereof in any way during the period of the quality guarantee granted. If interference does occur, the Customer may not claim the guarantee for the quality of the goods or part thereof to the extent of the interference.

**6.9** Furthermore, the Supplier is not liable for defects in the goods:

**6.9.1** caused by the Customer or another person different from the Supplier after receipt or as a result of external events,

**6.9.2** resulting from improper handling of the goods,

**6.9.3** resulting from improper exposure of the goods to adverse weather conditions or from environmental deficiencies,

**6.9.4** resulting from excessive wear and tear due to improper use,

**6.9.5** resulting from mechanical damage, modifications made or any other intervention,

**6.9.6** for which the Supplier has granted the Customer a discount on the price of the goods,

**6.9.7** consisting in minor differences in dimensions, colour shades and surface texture caused in particular by the nature of the materials used and which do not materially affect the use of the goods,

**6.9.8** consisting in wear and tear of the goods caused by normal use,

**6.9.9** caused by the Customer or force majeure.

**6.10** The Supplier may waive liability for defects in whole or in part if the Supplier proves to the Customer that the extent of the defect would have been less if the Customer had reported the defect immediately after its discovery, or that the defect or its late discovery was caused in whole or in part by insufficient care on the Customer's part.

**6.11** If it is proven in disputed cases that the Customer has claimed a defect unjustifiably, i.e. that the defect claimed by the Customer was not caused by the Supplier's fault and that it is not covered by the quality guarantee, or that the defect was caused by improper use of the goods by the Customer, etc., the Customer is obliged to reimburse the Supplier for all costs incurred by the Supplier in connection with the removal of the defect.

**6.12** All guarantee service, if any, shall be performed in the Czech Republic at the location designated by the Supplier, in particular at the Supplier's registered office. In other cases, the Customer shall bear all transport costs.

**6.13** The Supplier's rights and liability are limited to the extent of these Terms and Conditions. The Parties expressly agree that the Supplier is not liable for any indirect, additional and consequential damages or lost profits on the Customer's or third parties' part in connection with the occurrence of a defect in the goods. Any compensation for damage shall be limited by agreement of the Parties to a maximum of 100% (in words: one hundred percent) of the price of the goods delivered under the breached contract.

**VII.**

**Protection of industrial and intellectual property rights**

**7.1** All technical documentation (drawings, technical documents, calculations, procedures, instructions, quotations, etc.) that the Supplier provides to the Customer (hereinafter referred to as "**technical documentation**") is the exclusive intellectual property of the Supplier. The Supplier's exclusive intellectual property shall include all technical solutions and other solutions and procedures which are captured in the technical documentation and which are appropriately identified.

**7.2** Without the express written consent of the Supplier, the Customer shall not be authorised to publish or make available the technical documentation to any third party or use it for its own benefit or for the benefit of any third party. The Customer is entitled to use the technical documentation only in connection with the normal use of the goods. This obligation shall not apply to administrative or other public bodies or authorities insofar as they exercise statutory control or other supervision pursuant to the relevant laws.

**VIII.**

**Force Majeure**

**8.1** If either Party is prevented from timely performance of its obligations under the Contract (hereinafter referred to as "**force majeure**") as a result of unforeseeable events occurring independently of the will of either Party (force majeure) and having an immediate impact on the performance of the Contract, this fact shall exclude liability for non-performance of the Contract for the duration of the force majeure event. For the purposes of the Contract, force majeure shall be deemed to be circumstances arising solely independently of the will of the Parties as a result of unforeseeable and unavoidable events of an extraordinary nature. The Parties are obliged to inform each other in writing without undue delay of the occurrence of a force majeure event. For the duration of the force majeure event, the Parties agree that in relation to such force majeure events preventing/hindering the performance of the Contract, the relevant deadlines are hereby automatically extended and the Parties hereby waive claims for punitive damages (i.e. in particular contractual penalties or compensation for damage incurred as a result of the force majeure event).

**IX.**

**Other arrangements**

**9.1** Any documents, instruments or submissions shall be deemed to have been delivered to the other Party when submitted by e-mail or personal delivery on the date of delivery, or when delivered in writing through postal delivery by registered mail to the address specified in the Contract, order or order acceptance on the third day following the submission of the consignment for postal delivery. For the avoidance of any doubt, it is agreed that the electronic message (e-mail) is always delivered no later than on the 3rd working day after it is dispatched.

**9.2** The Customer is not authorised to transfer its rights and obligations under the Contract and these Terms and Conditions to third parties without the prior written consent of the Supplier. The Supplier is authorised to entrust the performance of whole or part of the service to a third party, but the Supplier is liable to the same extent as if it had performed the service itself.

**9.3** No part of the price of the goods may be paid for by claims of third parties or by offsetting the Customer's own claims against the Supplier, unless otherwise expressly agreed in writing.

**X.**

**Data protection and sending commercial communications**

**10.1** In connection with the provision of the goods and services, the Supplier obtains, retains and further processes personal data of various natural persons. The purpose of this part of the Terms and Conditions is to comply with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as "**the GDPR**") to provide information on what personal data the Supplier, as a personal data controller, processes about natural persons when concluding contracts on the supply of the goods and services and for what purposes and for how long it processes such personal data in accordance with applicable legal regulations, for whom and for what reason it may transfer them, as well as to inform about what rights natural persons have in connection with the processing of their personal data and how they can exercise them.

**10.2** The Supplier processes personal data of customers and other natural persons or natural persons doing business. The personal data is processed on the grounds that these persons are contractual partners of the Supplier or act on behalf of other persons who are suppliers of the Supplier and/or the Customer. The processing may also be performed for persons who have contacted the Supplier with an enquiry/proposal for the provision of the goods or services to the Supplier, or alternatively if there has been a personal negotiation where a person has given their data to the Supplier.

**10.3** The personal data controller is the Supplier. The Supplier shall not transfer data to any third countries. The Supplier may transfer personal data to other subjects, in particular those listed below and only to the extent necessary by the nature of the matter. In the event of any requests, questions, complaints, objections or other submissions in connection with the personal data processing, the Supplier can always be contacted free of charge at the following e-mail address: **pavel.storek@keestrack-cz.com.**

**10.4** The personal data processed include in particular the data necessary for the conclusion of the contract, the handling of the offer or order and for bookkeeping, i.e. in particular academic title, name and surname, date of birth, address, Company ID, VAT number, payment data, signature, e-mail, telephone number, delivery address, and possibly other data necessary for the fulfilment of the purpose of the Contract within the meaning of Art. I of these Terms and Conditions.

**10.5** Personal data is processed by the Supplier, in particular for the purpose of concluding a contract, performance of the subject-matter of a contract (on the purchase of goods or the provision of services), where the legal title of the processing is therefore the conclusion and performance of the contract. Personal data processed in this way is obtained by the Supplier directly at the conclusion of the Contract and also before the conclusion of this Contract, during the negotiation of the content of the Contract. Such personal data is processed only for the duration of the contractual relationship existence between the Customer and the Supplier or for the duration of negotiations on the contract conclusion. In the event that a contract has been concluded, such personal data shall further be processed for the duration of the effects of the rights and obligations under the Contract and further for the time necessary for archiving purposes in accordance with the relevant generally binding legal regulations or until the expiry of the limitation periods pursuant to the Civil Code.

**10.6** In the course of its activities, the Supplier is obliged to comply with the obligations arising in particular from a number of legal regulations, e.g. Act No. 563/1991 Coll., on Accounting; Act No. 586/1992 Coll., on Income Taxes, and the VAT Act. Some personal data may be included on accounting documents (i.e. on invoices or other documents). These laws impose an obligation to retain these documents for a period of up to ten (10) years. Therefore, if there is a legal obligation to archive these documents, the personal data contained on the relevant tax document will also be retained with them. If the Supplier is obliged by any law or other regulation to process personal data, it shall do so for the necessary period.

**10.7** In the event that the Customer has not fulfilled its obligation in full or if the Supplier has suffered other damage or injury, the Supplier may also process personal data on the basis of a legitimate interest consisting in the recovery of claims and/or the establishment, protection and enforcement of legal claims. For this purpose, it may retain the personal data for the duration of the limitation period pursuant to the Civil Code.

**10.8** Other recipients of personal data will be freight forwarding companies and other persons involved in the delivery of the goods, services or the execution of payments under the contract concluded. When making payments, these recipients will then also receive the payment data provided to them by the Supplier/the Customer. The other recipients of your personal data will therefore be in particular companies operating postal services, carriers, banks and other companies providing payment services.

**10.9** Anyone whose personal data is processed by the Supplier has the rights listed below. If you exercise any of your rights under this Article or under applicable law, the Supplier shall inform you of the action taken or the erasure of your personal data or the restriction of processing in accordance with your request. If you exercise your rights, the Supplier may require you to provide certain identifying information that you have previously provided. The provision of such information is necessary to verify that the relevant request was actually sent by you. The Supplier shall respond within one (1) month after receiving your request, but we reserve the right to extend this time-limit by two (2) months in cases for which the GDPR allows it.

**XI.**

**Final provisions**

**11.1** Legal negotiations between the Customer and the Supplier shall be conducted exclusively in writing and in accordance with these Terms and Conditions. No other forms of expression of intent shall constitute any obligation for the Parties and shall not be construed contrary to the provisions of the Contract and the Terms and Conditions unless the Supplier subsequently so determines.

**11.2** The Supplier and the Customer jointly declare that they will not derive rights and obligations beyond the scope of the concluded Contract and these Terms and Conditions from past or future practices established between them or generally maintained established practice or from the sector of the goods supplied.

**11.3** The legal relationship between the Supplier and the Customer shall be governed exclusively by the laws of the Czech Republic. If the relationship between the Supplier and the Customer contains an international element, the Parties agree that the relationship shall be governed by Czech law. The application of the UN Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

**11.4** All disputes arising out of or in connection with the Contract shall be settled by mutual agreement between the Parties. The Parties agree on the jurisdiction of the courts of the Czech Republic to hear and decide disputes and other legal matters arising from the legal relations between the Customer and the Supplier, as well as from the relations related to these relations. In the event that disputes cannot be resolved amicably, the competent court for the resolution of disputes shall be the locally competent general court according to the Supplier's registered office.

**11.5** If any provision of these Terms and Conditions or the Contract appears or becomes invalid or ineffective or is disregarded by operation of law, the validity, effectiveness or legal perfection of the remaining provisions shall not be affected hereby. In such event, the Parties shall promptly conclude an amendment to replace such invalid or ineffective provision with a provision that conforms as closely as possible to the intent and purpose of the Contract.

**11.6** These Terms and Conditions shall come into effect on the date **1st January 2024.**

In Šternberk, on 1St January 2024

 **KEESTRACK – CZ, s.r.o.**

Cornelis Hoogendoorn, Managing Director