# TERMS & CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES

## 1. INTRODUCTORY PROVISIONS

1.1 These Terms and Conditions relate to the conclusion of any Framework Agreement and any Individual Agreement between the Customer and the Supplier and are an integral part of each Framework Agreement and/or Individual Agreement, unless otherwise explicitly agreed upon by the Parties. These Terms and Conditions also relate, among other things, to all Offers made by the Supplier or Agreements executed on the basis of these Offers and to all relations arising therefrom. If the Framework Agreement or Individual Agreement expressly stipulates otherwise than these Terms and Conditions, the Framework Agreement or Individual Agreement shall prevail.

## 2. DEFINITIONS AND INTERPRETATION

2.1 The following definitions apply to the Terms and Conditions:

"**Agreement**" means the Individual Agreement and/or the Framework Agreement;

"**Customer**" means any entity that enters into or that has entered into any Agreement with the Supplier;

"**Framework Agreement**" means any framework agreement on the basis of which Individual Agreement between the Customer and the Supplier is concluded (namely any reseller agreement);

"**Individual Agreement**" means any agreement concluded by the Parties, the subject matter of which is the Supplier's obligation to provide a specific Supply to the Customer;

"**Invoice**" means a tax document issued in accordance with the applicable laws;

"**Offer**" also called an Estimate, means a written proposal by the Supplier to a prospective Customer which is made based on the Framework Agreement, where concluded, and which – upon confirmation by the Customer – leads to the conclusion of an Individual Agreement;

"**Parties**" mean the Customer and the Supplier jointly;

"**Price**" means the aggregate consideration of the Supplier for providing the Supply;

"**Software Licence**" has the meaning set out in clause 6

"**Supplier**" means Comprimato Systems s.r.o., ID no. 01788221, with its registered office at Brno, Botanická 554/68a, Postal Code: 602 00, Czech Republic, entered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 79263;

"**Supply**" means any supply provided by the Supplier to the Customer under the Framework Agreement and/or the Individual Agreement, in particular:

(a) software developed by the Supplier (the "**Software**")

(b) technical support and consulting regarding the Software (the "**After-sale Support**"); or

(c) hardware manufactured by the Supplier (the "**Product**").

2.2 These Terms and Conditions shall exclusively govern the relationship between the Parties, regardless of any other Terms and Conditions referred to by the Customer to any communication with the Supplier.

2.3 For the purposes of any Agreement, other provisions of legal regulations do not apply to the extent that they are replaced by different covenants of the Parties hereunder.

## 3. OFFER AND CONCLUSION OF AN INDIVIDUAL AGREEMENT

3.1 The Supplier's delivery of the Supply to the Customer occurs under the Framework Agreement or the Individual Agreement, which is entered into, as a rule, on the basis of the Supplier's Offer and in accordance with the Framework Agreement, if concluded.

3.2 An Offer is a proposal to conclude an Individual Agreement, including, as an integral part thereof, an (i) exact specification of the Supply; (ii) the price and other payments; (iii) the terms of payment.

3.3 The Customer accepts or rejects the Offer exclusively within the time period specified in the Offer. Unless accepted within that period, the Offer lapses, and, therefore, no Individual Agreement is concluded.

3.4 The Supplier is entitled to cancel the entire Offer or any part thereof prior to its acceptance at its sole discretion even without the Customer's consent.

3.5 An acceptance of the Offer with any addendum or variation, regardless of whether or not it substantially alters the terms

thereof, shall not result in conclusion of the Individual Agreement.

3.6 The Individual Agreement is concluded (i) upon delivery of the Customer's acceptance of the Offer to the Supplier; or by (ii) providing consideration by the respective Parties. The Individual Agreement does not need to be concluded in writing.

## 4. PRICE AND TERM OF PAYMENT

4.1 Unless otherwise stipulated in the Agreement, the Price for the Supply delivered under the Individual Agreement is set out in the Offer.

4.2 The Price specified in the Offer does not include any taxes and customs.

4.3 The Price will be paid based on the Invoice issued by the Supplier. In the Offer, the Supplier may demand at its own discretion a prepayment of the full Price, payable prior to the Supply's delivery. The Supplier is not obliged to perform its obligations and is not liable for any delays until the deposit is fully paid by the Customer.

4.4 Unless expressly stated otherwise in the Invoice, the Invoice is due within 14 days from its date of issuance, without any reductions, counterclaims or set-offs.

4.5 Each Invoice shall contain information required by the applicable laws.

4.6 The Supplier is entitled to assign or pledge any of its claims from the Framework Agreement or the Individual Agreement to a third party without the Customer's prior written consent.

4.7 In the event of the Customer being in arrears with payment of the Price, the Supplier is entitled to withdraw from the Framework Agreement and/or the Individual Agreement and the Customer is obliged to pay default interest to the Supplier calculated in compliance with the applicable laws and regulations.

## 5. DELIVERY TERMS

5.1 The Software provided under the Software Licence is available for download at the website of the Supplier.

5.2 Licence key for the Software Licence shall be sent to the Customer electronically, e.g. via e-mail, or made available for download at the website of the Supplier.

5.3 If the Customer provides the Supplier with a wrong or incomplete e-mail address, any damage or losses incurred as a consequence are to the detriment of the Customer.

5.4 The Supplier is entitled to deliver the Supply before the delivery date agreed in the Agreement without the Customer's prior consent.

5.5 The Parties have agreed that the Customer is obliged to accept partial Supplies from the Supplier. The Parties have further agreed that the Customer is obliged to accept the Supply from third parties.

## 6. SOFTWARE LICENSE

6.1 The Supplier grants - to the extent stipulated in the Individual Agreement - the Customer a non-exclusive and non-transferable right to use the Software in accordance with the applicable laws ("**Software Licence**").

6.2 Specific Individual Agreement (EULA) further specifies conditions under which the Software Licence is granted.

6.3 Software Licence is granted for the term of the Individual Agreement, worldwide, for the Customer's internal business needs only and exclusively to use the Software.

6.4 The Customer may not modify, reverse engineer, decompile or disassemble the Software in whole or in part, create any derivative works from them or sub-license any rights to the Software unless otherwise expressly authorized in advance and in writing by the Supplier.

6.5 The Supplier is entitled to modify the content of the Software and its functions at its sole discretion, for which no consent by the Customer is required.

6.6 The Supplier is entitled to suspend the any Licence if the Customer breaches any of its obligations arising from any Agreement.

6.7 For the avoidance of any doubt, the Supplier reserves and retains the ownership right to all intellectual property rights arising out of or relating to the Software.

6.8 If the Software is provided in the form of cloud service (Software as a Service), terms of this Article 6 shall apply mutatis mutandis.

## 7. AFTER-SALE SUPPORT

7.1 The Customer is eligible for continuous After-sale Support under the Comprimato Support product, the provision of which is subject to a standalone Offer and an Individual Agreement.

7.2 Unless specified otherwise by the Individual Agreement, the

After-sale Support for the Software is provided for a duration of one year, regardless whether the Licence is (i) for time-limited period or (ii) perpetual.

**8. PRODUCT SPECIFIC TERMS**

8.1 Where the provided Supply is in the form of the Product, the specific terms in accordance with this Article 8 shall apply.

8.2 Apart from any taxes and customs per Article 4.2 of these Terms and Conditions, the Price of the Product specified in the Offer does not further include (i) any costs relating to delivery of the Product, (ii) any costs of dispatch, packaging and handling, (iii) insurance.

8.3 The Product is to be delivered to the location agreed upon in the Individual Agreement concluded on the basis of the Offer. Unless expressly agreed otherwise by the Parties, the Product will be delivered to the Customer's registered address.

8.4 The EXW INCOTERMS 2010 (Ex Works) rules apply to the delivery of the Product.

8.5 The Customer may not modify, reverse engineer, decompile or disassemble the Product in whole or in part unless otherwise expressly authorized in advance and in writing by the Supplier.

8.6 The Supplier hereby warrants the Product to be fit for use for the purpose stipulated in the Agreement and that it will retain the stipulated properties for a period of one year.

8.7 The Supplier warrants that the Product has been manufactured in compliance with Czech laws and technical norms and does not warrant compliance with any laws or technical norms under the Customer's national law or the Product's place of use. For the avoidance of any doubt, ensuring the compliance of the Product and its delivery with the Customer's national law or the Product's place of use is the sole responsibility of the Customer.

8.8 In the event that the Product is proven to be defective, the Customer shall notify the Supplier by email, describing the defect and supplying the Supplier with documents supporting the claim. Depending on the nature of the defect, the Supplier may at its own discretion solve the Customer's claim by:

(a) removing the defect by the means of supplying a new defect-free Product or a missing part of the Product supplied;

(b) removing the defect through a repair of the Product; or

(c) reasonably reducing the Price.

8.9 The Customer shall take all steps necessary in order to mitigate any defects or damage done to the Product.

8.10 If the Supplier chooses option 8.8(a) or 8.8(b), it shall email a Return Material Authorization (RMA) to the Customer. The Customer shall write the RMA number on the parcel; the returned Product shall consist of the entire Product, including any accessories and documentation. Upon delivery of the defective Product, the Supplier shall evaluate whether the return is warranted and inform the Customer of the evaluation conclusion.

8.11 If (i) the return is warranted; and (ii) the Supplier chooses option 8.8(a), the Customer's account shall be credited with one replacement Product for each defective Product returned. The Customer's account shall be debited for: replacing missing items; repairing out-of-warranty damage.

8.12 If (i) the return is warranted; and (ii) the Supplier chooses option 8.8(b), the Supplier shall repair the Product and deliver it back to the Customer.

8.13 The shipment cost from the Customer to the Supplier will be paid by the Customer; the shipment back to the Customer shall be covered by the Supplier.

8.14 If the Supplier chooses option 8.8(c), it shall issue a credit note for the reasonable reduction of the Price.

**9. SOFTWARE WARRANTY**

9.1 The Supplier hereby warrants to the Customer that it has the full right, power, and authority to enter into, and to perform its obligations and grant the Software Licence.

9.2 The warranties in this Article 9 are the only warranties given by the Supplier to the Customer.

**10. LIMITATION OF LIABILITY**

10.1 Without prejudice to the rights of the Customer regarding the Product specified in Article 8 of these Terms and Conditions, the Supplier is not responsible, to the maximum extent permitted by the applicable law, for any direct or indirect damage, lost profits, interruption of business or lost information resulting namely from:

(a) the use or inability to use any Supply;

(b) the Supply including any damage caused by using a defective Product;

(c) any malfunction of the Software;

(d) any action by any third party regarding any Supply; or

(e) any damage caused by a third party product into which the Product was processed by the Customer or any third party;

even when the Supplier has been advised of the possibility of such damages.

10.2 The Supplier specifically excludes any liability for damage or defect due to neglect, misuse, or attempted repairs of the Product.

10.3 Without prejudice to the express warranties set forth in Article 9 of these Terms and Conditions, the Software is provided without any express or implied warranty of any kind. The Supplier does not warrant or assume responsibility for the accuracy or completeness of any information or other items contained in the Software. The Supplier makes no warranties regarding any damages that may be caused by the transmission of a computer virus, worm, or other similar computer program.

10.4 The Supplier expressly disclaims any warranty or representation against authorized users or any other third party.

**11. CONFIDENTIALITY**

11.1 The Customer is obliged to uphold the confidentiality of all information that it has learned during the cooperation under any Agreement, and the disclosure of which to a third party could cause damage to the Supplier, namely information of confidential nature.

11.2 The obligation of confidentiality will survive the termination of any Agreement for the entire period that such a breach of confidentiality could cause damage to the Supplier.

**12. TERMINATION OF ANY AGREEMENT**

12.1 The contractual relations established under the Framework Agreement and/or the Individual Agreement may be terminated only in the cases specified by these Terms and Conditions and/or by the Agreement; to the maximum extent permitted by applicable law, any statutory termination rights are hereby disapplied.

12.2 If any Licence is provided for the time-limited period, the Agreement is terminated upon lapse of such period, unless further prolonged by the Parties in writing.

12.3 The Supplier is entitled to withdraw and/or terminate any Agreement in case of any breach of any obligation by the Customer.

**13. FINAL PROVISIONS**

13.1 No prolongation of contractual relations established under any Agreement is effective unless a new Agreement is concluded in accordance with Article 3 of these Terms and Conditions.

13.2 The Framework Agreement, any Individual Agreement, or other relations arising thereunder are governed by the laws of the Czech Republic. Business practices do not take precedence over any provision of law, including any provisions of law without coercive effects. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly and entirely excluded.

13.3 Any disputes arising from the Framework Agreement or the Individual Agreement or in relation thereto (including the invalidity, interpretation, implementation, or termination of rights) are to be resolved by the relevant Czech court (jurisdiction *ratione loci* and *ratione materiae*) according to the registered office of the Supplier.

13.4 If any of the provisions of these Terms and Conditions becomes ineffective, unenforceable, or ostensible, the remaining provisions of these Terms and Conditions will remain valid and effective. In such a case, the Parties will replace such ineffective, unenforceable, or ostensible provisions with provisions that correspond as closely as possible to the purpose of such ineffective, unenforceable, or ostensible provisions.

13.5 The Customer assumes the risk of a change in circumstances.

13.6 In the event of discrepancy between any language versions of these Terms and Conditions, this English version shall prevail.

13.7 These Terms and Conditions are valid and effective from November 1st, 2018.