

Terms and Conditions of COLSYS – AUTOMATIK, a.s.

1. General Provisions

These Terms and Conditions define and specify the rights of the Seller, in this case the company

COLSYS-AUTOMATIK, a.s.

based at Huťská 1294, 272 01 Kladno, Czech Republic,
entered in the Commercial Register maintained by the Municipal Court in Prague, section B,
entry 5450,
Company reg. no.: 256 78 825
Tax ID: CZ256 78 825

tel.: +420 312 285 312

e-mail: info@colaut.cz or zasobovani@colaut.cz

website: www.colaut.cz

and those of the Buyer.

The Terms and Conditions are an integral part of any concluded Purchase Contract / Order.
All contractual relationships are concluded in line with the Czech legal code.

2. Definition of Terms

- 2.1. **Supplier/Seller** – a person who concludes and fulfils a Purchase Contract and these Conditions as a part of their business activity or other entrepreneurial activity or self-employment. They are a business entity that supplies the Buyer with products or provides them with services, either directly or through other business entities.
- 2.2. **Buyer – not consumer** – a person who concludes and fulfils a Purchase Contract and these Conditions as a part of their business activity or other entrepreneurial activity or self-employment and who purchases the products or makes use of the services for the purposes of doing business. The Buyer abides by those parts of the Terms and Conditions that apply to them.
- 2.3. **Terms and Conditions/Conditions** – a contractual agreement between the Seller and the Buyer.
- 2.4. **Order** – a binding proposal for the conclusion of a Purchase Contract and a basis for the delivery of goods.

An Order can be delivered to the Seller through these channels:

e-mail: info@colaut.cz, zasobovani@colaut.cz

by post to the address: COLSYS-AUTOMATIK, a.s.

Huťská 1294, 272 01 Kladno, Czech Republic

An accepted Order can be cancelled by the Buyer by written notification. Such cancellation is subject to a fee equal to 20 % of the catalogue price of the ordered goods.

3. Information about the Concluded Purchase Contract and the Terms and Conditions

- 3.1. The Buyer agrees to the Terms and Conditions, as valid and effective at the time they sent their Order, and is bound by them from the moment of conclusion of the Purchase Contract. The Buyer has the opportunity to familiarise themselves with these Terms and Conditions before making an Order and is sufficiently informed of their existence ahead of time.
- 3.2. By sending an Order, the Buyer certifies that they have familiarised themselves with these Terms and Conditions and that they agree to them. The Buyer is sufficiently notified of that fact before they send the Order. The currently valid and effective Terms and Conditions are also available at www.colaut.cz
- 3.3. The Order submitted by the Buyer constitutes a proposal to conclude a Purchase Contract.
- 3.4. An electronic Order is only valid if all the mandatory information and requisites in the Order form are filled in. The Purchase Contract is concluded the moment the Seller's binding approval of the proposal is delivered to the Buyer, i.e. the moment the Buyer receives confirmation of the Order.
- 3.5. The Purchase Contract / Order is concluded in Czech. Provided no circumstances on the Seller's or the Buyer's end preclude it, the Purchase Contract can also be concluded in another language understood by both parties.
- 3.6. The concluded Purchase Contract is archived by the Seller for the purposes of its successful fulfilment and it is not made available to third parties.
- 3.7. For the purposes of the Purchase Contract, the offer of goods is valid along with the purchase price for the goods. A concluded Purchase Contract (including the agreed price) can only be changed or cancelled based on an agreement between both parties or for legal reasons.

4. Price

- 4.1. Unless stated otherwise in the offer, the price of the goods is listed in EUR and is VAT exclusive.
- 4.2. For customers in the Czech Republic, payment is made in CZK to account number 7003706684/0600. If the offer or trade relationship is in EUR, the total payment will be converted to CZK based on the EUR/CZK exchange rate listed by the Czech National Bank on the day of receipt of the Order.
- 4.3. For customers from EU countries, the payment is made in EUR to account number 156177056/0600
IBAN: CZ13 0600 0000 0001 5617 7056 BIC: AGBACZPP
- 4.4. In the case of the first Order from a new customer, we always require an advance equal to 50 % of the invoiced price. The goods are ordered after payment of the proforma invoice, which confirms the Order.
- 4.5. Unless stated otherwise in the offer, the due date of the invoice is 30 days.
- 4.6. Without this affecting any other rights of COLSYS – AUTOMATIK, a.s., the Seller is entitled to charge interest on late payment equal to 0.1 % of the owed amount per day of delay.

5. Returning Goods

5.1. Purchased goods can be returned within 14 calendar days from the day of sale; a cancellation fee shall be charged equal to:

35 % of the sale price of goods that are returned in packaging that is intact,
40 % of the sale price of goods that are returned unused in packaging that is not intact.

6. Filing a Complaint

- 6.1. If the goods prove to be defective or faulty, contact us immediately by e-mail at: info@colaut.cz, zasobovani@colaut.cz.
- 6.2. State the type of product, serial number, Order number, and invoice number, and provide a detailed description of the defect and a **photo of the defect** if necessary.
- 6.3. The information will be passed on to the manufacturer, who will determine the legitimacy, course, and resolution of the complaint. Send the goods to which the complaint applies to the following address:
COLSYS – AUTOMATIK, a.s., Huťská 1294, 272 01 Kladno, Czech Republic
- 6.4. Defects caused by normal wear or through the fault of the buyer (improper installation, improper use, etc.) are not covered by the complaint policy.

7. Warranty Period

- 7.1. Unless stated otherwise in the offer, goods are covered by a 12-month warranty period.
- 7.2. The warranty period begins on the day the goods are delivered to the customer.

8. Delivery of Goods

- 8.1. Shipping, packing, and insurance charges are paid by the customer in accordance with the carrier's current pricing.
- 8.2. Goods are shipped as DAP (Delivered-at-Place) in line with currently valid Incoterms.

9. Intellectual Property

- 9.1. We or our license providers own and control all copyrights and other intellectual property rights. All rights reserved.
- 9.2. Unless the specific content states otherwise, you are not granted license or any other copyright, protective trademark, patent, or any other intellectual property right. That means you shall not use, copy, reproduce, demonstrate, display, distribute, post in electronic media, alter, reverse engineer, decompile, transfer, download, monetise, sell, offer, or commercialise any resources in any form without our prior written permission, with the sole exception of cases where mandatory rule of law states otherwise (such as the right to quote).

10. Right to Use

- 10.1. Unless explicitly agreed otherwise in the Purchase Contract, it holds in the relationship between the contracting parties that all intellectual and industrial property rights to consignments belong exclusively to COLSYS – AUTOMATIK, a.s., including accompanying documentation supplied by COLSYS – AUTOMATIK, a.s. in relation to the Purchase Contract ("Documents"), and the rights to all software, hardware, know-how, and other things delivered alongside the consignments and the Documents, or as part of the consignments and Documents. The customer is not authorised to reverse engineer, decompile, or copy consignments or their parts, and shall ensure that third parties shall not reverse engineer, decompile, or copy consignments or their parts, except for cases where mandatory rule of law specifies otherwise.
- 10.2. The customer is authorised to use the Documents in their unaltered form and to the extent required in order for the customer's employees to operate and perform standard maintenance on consignments, unless COLSYS – AUTOMATIK, a.s. explicitly specifies otherwise in writing.

11. Passing of Risk and Ownership

- 11.1. The passing of the risk of damage to consignments or loss of consignments passes to the customer upon delivery.
- 11.2. If the customer refuses to take delivery of a consignment without reason, the consignment is considered delivered. In such a case, consignments may be stored and insured at the customer's risk and expense and all of the customer's payment obligations become due. The same applies to the scheduled delivery time if the date of dispatch has to be postponed for reasons on the customer's end.
- 11.3. The ownership rights of COLSYS – AUTOMATIK, a.s. to each part of the consignment passes to the customer only once the price of the part has been paid in full.

12. Force Majeure

- 12.1. Force majeure events are all events that a contracting party or its subcontractors could not have reasonably foreseen, that could not be prevented by taking measures common in that branch of the industry, and that result in a contracting party, its affiliates or its subcontractors ("affected contracting party") being unable to fully or partially fulfil their obligations arising from these Conditions and the Purchase Contract or only being able to fully or partially fulfil such obligations with a delay. Force majeure events include, among others, war, public unrest, civil unrest, terrorism, natural disasters, epidemics, strikes, traffic closures, attacks on the IT systems of COLSYS – AUTOMATIK, a.s. (e.g. virus attacks, hacker attacks), non-issuance of licences, permissions or approvals or other behaviour or failure to act by public authorities including any entities acting on the behalf of public authorities, embargoes or other sanctions imposed by the United Nations, the European Union, or the United States of America, which, after consideration by COLSYS – AUTOMATIK, a.s., may result in the Seller or one of its affiliates being subjected to sanctions, penalties, or other measures taken by public authorities that would be detrimental to COLSYS – AUTOMATIK, a.s. or any of its affiliates, or the refusal by a subcontractor to deliver a consignment for reasons similar to the above

(or if there is a risk of the above occurring) or if any subcontractor refuses to deliver goods required for a consignment to the Seller for the same reasons.

- 12.2. If a force majeure event occurs, the affected contracting party shall not be considered in violation of its obligations arising from the Purchase Contract until the consequences of the force majeure event are overcome.
- 12.3. The affected contracting party shall inform the other contracting party of the force majeure event and of the obligations impaired by the event as soon as possible.
- 12.4. If one or more force majeure events occur and their impact lasts longer than 180 days, either contracting party can send a written notice to the other party to terminate the Purchase Contract. This termination shall only affect those consignments that have not yet been delivered. Regarding undelivered consignments, COLSYS – AUTOMATIK, a.s. is entitled to have the customer pay all unavoidable expenses related to such a termination.

13. Customer Obligations

- 13.1. The customer is solely responsible for implementing and maintaining a security plan to protect their business, facilities, systems, machinery, and networks (including products) against cybernetic threats, meaning any circumstances or events with a potential negative impact on the customer's facilities, systems, machinery, or networks (including products) in the form of unauthorised access, destruction, disclosure, and/or modification of information, denial of service, and so on.

14. Amendments

- 14.1. If, after the signing of a Purchase Contract, a change or amendment is made to valid laws, rules and regulations, technical standards or codes of good practice, or to the decisions or instructions issued by courts or public authorities, COLSYS – AUTOMATIK, a.s. shall be authorised to amend the Purchase Contract and these Conditions as necessary to offset the negative effects of these changes, or account for additional requirements arising from these changes, including, among others, adjustments to contractual price to account for additional expenses that COLSYS – AUTOMATIK, a.s. may incur, adjustments to timetables, and the scope of consignments.
- 14.2. The customer assumes the risk of a change in circumstances within the meaning of Sections 1764 to 1766 of the Civil Code.

15. Dispute Resolution / Applicable Law

- 15.1. The Purchase Contract and these Conditions and any disputes and claims that arise based on the Purchase Contract or these Conditions, their subject or their creation, or in relation to the above (including non-contractual disputes or claims) shall follow and be interpreted in accordance with the legal code of the Czech Republic, except for provisions that allow the applicable law to be chosen. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be exercised.

15.2. All disputes arising from the Purchase Contract or these Conditions or in relation to the Purchase Contract or these Conditions, including any questions regarding the termination or subsequent amendment of the Purchase Contract or these Conditions, shall be definitively decided by a court that has subject-matter and territorial jurisdiction in the location where COLSYS – AUTOMATIK, a.s. is based.

15.3. Section 558 par. 2, Section 1726, Section 1728, Section 1729, Section 1740 par. 3, Section 1757 par. 2 and 3, Section 1765, Sections 1798 to 1800, Section 1950, Section 1995 par. 2 and Section 2630 of the Civil Code shall not be exercised. The contracting parties explicitly affirm that they conclude the Purchase Contract and as entrepreneurs in the course of doing business. Neither contracting party is in the position of a weaker contracting party relative to the other.

16. Export Regulations

16.1. If the customer transfers consignments (hardware and/or software and/or technology and corresponding documentation and/or work or services, regardless of the manner of provision, and/or any type of technical support) supplied by COLSYS – AUTOMATIK, a.s. to a third party anywhere in the world, they shall follow all valid national and international regulations on (re-)export control. The customer shall in all cases follow the regulations on (re-)export control valid in the Czech Republic, the European Union, and the United States of America.

16.2. Before any transfer of a consignment to a third party, the customer shall, in particular, verify and take suitable measures to ensure that:

- a) this transfer or mediation of contracts regarding consignments or provision of other economic resources in relation to the work shall not violate any embargoes imposed by the European Union, the United States of America, or the United Nations,
- b) the consignment is not intended to be used in association with arming, nuclear technology, and weaponry, if such use is subject to a ban or requires permission, unless such permission has been granted,
- c) all directives of all sanctions lists of the European Union and the United States of America regarding trade with persons or organisations listed therein shall be taken into account.

16.3. If the customer is obligated to perform export control, then, when asked by COLSYS – AUTOMATIK, a.s., they shall immediately provide all information regarding the specific end customer, the destination, and the planned use of such a consignment supplied by COLSYS – AUTOMATIK, a.s., as well as information about existing export restrictions.

16.4. The customer shall pay COLSYS – AUTOMATIK, a.s. damages and relieve COLSYS – AUTOMATIK, a.s. of liability for all claims, proceedings, lawsuits, penalties, losses, and damage caused by non-observance, or in relation to non-observance of regulations on export control on the part of the customer, and shall reimburse COLSYS – AUTOMATIK, a.s. for all associated losses and expenses.

17. Other Provisions

17.1. COLSYS – AUTOMATIK, a.s. is not obligated to fulfil the Purchase Contract and these Conditions if such fulfilment is impacted by any obstacles arising from national or international requirements on foreign trade and customs duties, embargoes, and other sanctions, including but not limited to sanctions imposed by the United Nations, the European Union, or the United States of America, which may,

after consideration by COLSYS – AUTOMATIK, a.s., subject the Seller or any of their affiliates to sanctions or other measures taken by public authorities that would damage the Seller or any of their affiliates.

- 17.2. If a competent court or arbitration court enjoins any provision of the Purchase Contract or these Conditions or pronounces it invalid or unenforceable, this shall not affect the validity or enforceability of any other provisions. The contracting parties shall make adequate effort to replace such a provision with a provision that is legal, valid, and enforceable, and which has the same or similar effect.
- 17.3. All changes, revisions, and amendments to the Purchase Contract and these Conditions must be made in writing in the form of a written agreement signed by authorised representatives of both contracting parties. The requirement for a written form of the document is met if the document is in paper form with handwritten signatures, or in electronic form with guaranteed, recognised, or qualified electronic signatures, or a combination of the above forms.
- 17.4. If either contracting party exercises a right, authority or claim arising from law, the Purchase Contract or these Conditions with a delay or does not exercise it at all, this delay or failure to exercise shall not be treated as a relinquishment of that right, authority or claim.
- 17.5. These Conditions represent a full and complete agreement between the contracting parties and replace all prior written and oral agreements, pledges, assurances, guarantees, statements, and arrangements between the parties regarding the subject of these Conditions. Each contracting party confirms that they are not basing their decision to agree to these Conditions on any claim, statement, assurance, or guarantee (whether provided in good faith or through negligence) that is not stated in these Conditions and that they shall have no claims in this regard. Each contracting party agrees that, based on statements and declarations made in these Conditions, they shall have no claims arising from false information being provided in good faith or through negligence.
- 17.6. If a Purchase Contract is written in Czech and English (or another language) the Czech version takes precedence.
- 17.7. These Terms and Conditions exist in Czech and English; in case of doubt, the Terms and Conditions in Czech take precedence.

18. Protection of Personal Data

- 18.1. By concluding a Purchase Contract, the Buyer agrees to the processing and collection of their personal data in the Seller's database. Information about customers is stored in accordance with valid Czech laws, particularly with the Personal Data Protection Act, No. 101/2000 Coll., as amended. The Buyer's personal data is fully secured against abuse. The Supplier does not pass the Buyer's personal data to any third parties.
- 18.2. The only exceptions are external carriers, who receive the Buyer's personal data to the minimal extent required for the delivery of goods.
- 18.3. The Buyer has the right to access their personal data, the right to have their personal data corrected, as well as other legal rights to their personal data. The Seller shall delete the Buyer's personal data from the database on the Buyer's

request and in the case that there is no longer an active contractual relationship between the Seller and the Buyer.

19. *Force and Effect*

- 19.1. These Terms and Conditions come into force and effect on **1 September 2023**.