

# GENERAL TERMS & CONDITIONS FOR SUPPLY OF PRODUCTS BY Axians ICT CZ, s.r.o. (hereinafter „GTC“)

This document stipulates the terms conditions for supply of Products, unless the Contract, confirmed Order, or an annex to the Contract provides otherwise. Contract, confirmed Order, or an annex to the Contract (including SLA) has therefore priority to the GTC.

## 1. DEFINITION

- 1.1. **Customer** means the entity that has sent an order to Axians (which was subsequently confirmed by Axians) or concluded a Contract with Axians.
- 1.2. **Axians** means Axians ICT CZ, s.r.o., ID. No.: 24236594, with its registered office at Lazaretní 925/9, 615 00 Brno, registered in the Commercial Register kept by Municipal Court in Brno, File no. C 129249.
- 1.3. **Date of delivery** means the date of actual Products delivery or the date when the Products have been in accordance with the contract prepared for hand-over to the Customer and the Customer did not take-over the Products or refused to take-over the Products without having right to do so according to the Contract or legal regulations and/or, in case of software, the actual date on which the license (right to use) comes to force.
- 1.4. **Order** means the Customer's purchase order for Products that Customer issued and Axians accepted and confirmed.
- 1.5. **Product** means the goods, equipment, software or service (as described in Product description or program documentation) listed in the Product's specification either in the Contract or in the Order. Description and identification of Product's manufacturer is relevant for Products not manufactured or produced by Axians.
- 1.6. **Contract** means contract for supply of Products entered into between the Customer and Axians.
- 1.7. **SLA** means annex to the Contract or separate agreement containing the description of the ensure and operation of agreed services.
- 1.8. **SW Products** or also **software** means operating systems, communication, application, or database software, delivered by Axians or for which services under the Contract or Order are provided, and for which the Customer undertakes to have a valid license.
- 1.9. **HW Products** or also **equipment** means the hardware to which services under the Contract or Order are provided.

## 2. SUPPLY AND DELIVERY

- 2.1. Delivery date for Supply of the Products is defined in the Contract or the confirmed Order. Partial supplies are permitted and each such supply is considered as a partial performance. The Customer undertakes to provide Axians with the cooperation necessary for take over the Products. The Customer is entitled to withdraw from the respective part of the Contract/Order setting an obligation of Axians with the performance of which Axians is in delay provided that such delay exceeds more than 30 days and Axians fails to remedy even in the term determined in the written request delivered to Axians which shall not be shorter than 30 days.

## 3. PAYMENTS

- 3.1. The price of Products shall be paid by the Customer on the basis of invoice (tax document) issued by Axians with due date 14 days from the date of issue. The date of taxable fulfillment and the date of right to issue the invoice shall be the date of delivery or the day of signing of the acceptance protocol.
- 3.2. The date of payment is considered as date of the crediting of the full amount to the bank account of Axians. The price of the Products is stated excluding VAT, which shall be added according to the applicable regulations valid at

the date of invoice issuance. In case the Customer is in delay with payment of any invoice, the Customer shall be obliged to pay Axians also the contractual penalty of 0.05 % from the amount due per day – the right of Axians regarding the compensation of damages shall remain untouched. In case of non-payment of any invoice within its due date, Axians is entitled also to:

- a) stop acceptance and/or confirmation of further Orders and to stop delivery of any Products ordered before, until all due obligations of the Customer vis-à-vis Axians are fully paid by the Customer, without any right of the Customer to claim any damages or harm caused by such action;
- b) after written notice to the Customer with additional time to remedy, terminate the Contract/Order with immediate effect.

- 3.3. It is expressly agreed that by issuing any confirmation on payment it is confirmed only and exclusively payment of a debt which is expressly mentioned and described in such a confirmation. Issuing any confirmation of payment does not confirm payment of any other due or not due obligations except those which are expressly mentioned in the confirmation and payment of no contractual penalty, delay interest or other appurtenances or penalties is confirmed if it is not expressly mentioned in respective confirmation.
- 3.4. Statute of limitation period for claiming monetary receivables is according to the agreement of both parties 5 years.
- 3.5. In case of a service intervention or provision of Product, that is not included in the Contract, Order or SLA or caused by reason of breach of the obligation by Customer or by failure to cooperate by Customer, especially by reason of breach of the obligation according to the provision of Par. 6.6., 6.7., 8.3. and whole 10. of GTC, the Customer undertakes to pay Axians any costs arising therefrom, i.e. specially labour, spare parts used, costs of carriage, accommodation, and food. Any costs arising shall also be charged separately if the defect/problem was caused by equipment, a part of equipment, network component, etc. which is not listed on the list of equipment specified in the Contract or SLA.
- 3.6. In case of Contracts for delivery of services for period longer than 1 year Axians is entitled after every year of the Contract to increase the price of the services for the amount of yearly inflation (change of year-to-year change of consumer price index as published by the Czech Statistical Office). Axians will inform the Customer about the price increase in writing latest 30 days before the date of increase. If the increase is higher than 5 % of the actual price, the Customer is entitled to terminate the Contract or its affected part as of the date of increase, by a termination notice delivered to Axians latest 14 days before the date of increase. If such a notice is not delivered, the new price is deemed to be accepted by the Customer.

## 4. TRANSFER OF TITLE AND RISK

- 4.1. The title to Products is transferred to the Customer only after the payment of full price including the VAT. In case of software (including firmware), a non-exclusive and

non-transferable right to use the software (license) in the Czech Republic is provided to the Customer only for his internal use, for the period and in accordance with the terms and conditions set in the Contract, Order, respective license agreement or respective license terms and conditions. The risk of loss, damage or deterioration of the Products is transferred to the Customer at the receipt by the Customer or delivery to the delivery place stipulated in the Order or in the Contract (whichever occurs first) which shall be applied also in case that the Customer shall not take-over the Products or refused to take-over the Products without having right to do so according to the Contract, Order or legal regulations; the same shall be valid and effective also in case of partial supplies.

## 5. SOFTWARE LICENSE

5.1. Software is supplied and its use is governed by the license terms in the Contract or in license agreement, which is attached to the Contract or by licensing terms of the SW supplier/producer, to which the SW Products refer during installation, or by the license terms published on the website of the SW supplier/producer. The licensing terms of the SW supplier/producer, to which the SW Products refer during installation, or the license terms published on the website of the SW supplier/producer shall always prevail over other documents.

## 6. SERVICES

- 6.1. Axians may provide Products directly or by third parties.
- 6.2. All intellectual property rights arising from provision of services or being created by Axians or by third parties authorized by Axians in the course of the provision of the aforesaid services shall remain the sole and exclusive property of Axians.
- 6.3. Axians shall provide Products during its usual working hours, i.e. on business days between 09:00 a.m. and 04.00 p.m.
- 6.4. Axians shall provide Products in the premises of Axians, unless is agreed otherwise. Customer undertakes to ensure the transport to and from the premises of Axians on its own costs.
- 6.5. Any service shall be considered completed if it complies with the completion criteria set out in the Order, Contract, SLA or other concluded agreement or, in cases when services are provided on a temporal or material basis, when they were duly provided. The same shall be valid generally for all Products.
- 6.6. Customer shall be obliged to have licenses to all software, to which Axians provides its services.
- 6.7. **Special conditions for provision of the services on HW Products**
  - a) Other HW Products (parts or wholes) supplied in the course of repairs by replacement, either as new or as repaired, as being equivalent to new parts in terms of the make, functionality, and useful life. All parts and wholes removed during such repairs shall become the property of Axians (save parts or wholes paid for by the Customer in full).
  - b) Should it be necessary, in the replacement or exchange of parts, to remove any part of the equipment from the Customer premises, and the Customer refuses such without a serious reason, Axians may charge for any additional costs arising therefrom which the Customer undertakes to pay, and Axians shall not bear any liability for any delay or shortcomings in the performance of the service.

- c) Customer shall carry the equipment to Axians's servicing premises at the Customer's expense, duly packaged, and with a description of the defects on the basis of which the services are being requested. Following the repair, the Axians shall return the equipment to the Customer at the Customer's expense; the Customer undertakes to provide Axians with necessary cooperation.
- d) Customer accepts that HW Products may contain built-in or installable software (system software, firmware). The provisions of the licensing conditions for such software apply to the remedy of any defects caused by that software, and the performance to be provided by Axians shall constitute on own discretion of Axians the correction of any errors or replacement of the software, in a manner, and within the timeframe, specified or enabled by the supplier of the HW Product.

## 7. WARRANTY CONDITIONS

- 7.1. Axians shall be responsible that all the Products delivered shall at time of delivery correspond to the Product's description. However, Axians is not responsible and doesn't guarantee sustained or error-free operation of the supplied Products.
- 7.2. Equipment – should any defect occur in the warranty period due to defective construction, materials or manufacture and such defect is notified to Axians in writing within the warranty period Axians shall secure (based under its consideration and within the period determined by Axians) either the repair or replacement of the defective part on its costs, especially under the condition that such part was not repaired or replaced before by any other person except from Axians or authorized service organization, and only if it was operated, stored and maintained in accordance with recommendations of use, and returned to Axians along with the defect description.
- 7.3. Software – The warranty to the software is described in the License Agreement or (if applicable) in the Licensing terms and conditions supplied with the software. Axians warrants that each unmodified software shall be functional within the scope described in the supplied documentation at time of delivery. The exclusive performance of Axians under the provided guarantee shall be either removal of errors or the provision of guidelines as to how to avoid or circumvent a discrepancy in the Program's functionality, in term and by the method determined by the Program supplier. Axians provides that within ninety (90) days from the date of supply, all CD or other memory media shall be error-free for regular use in terms of material and/or manufacturing. Replacement of respective erroneous memory media free of charge shall be the Axians's performance under the warranty.
- 7.4. Services – Axians warrants that all services shall be provided in accordance with and in quality required by generally accepted industry standards. The warranty for the service provision shall be ninety (90) days from the service provision. The performance of Axians under the provided warranty is repeated provision of respective services under complaint (or their part) free of charge or, should Axians not be able to provide services as set out by this guarantee, a refund of the fees paid by the Customer for the flawed service, from the time a complaint is launched with respect to the service.
- 7.5. In case of Products not manufactured by Axians where Axians undertakes to deliver Product to the Customer

under a Contract, Order or SLA (especially HW Products and SW Products), the Customer is entitled solely to such warranty conditions as provided by the respective manufacturer or supplier of the Products.

7.6. The guarantees described above comprise the entire scope of liabilities of Axians associated with the quality, capability or description of the Products.

## 8. INTELLECTUAL PROPERTY RIGHTS (IPR)

8.1. Axians and all entities providing the licenses shall retain all rights to the intellectual property (including changes and modifications made by Axians) with respect to the Products. Axians declares that it is entitled, based on agreements concluded with owners of intellectual property rights software, to distribute the program (software) products while observing the license terms and conditions.

8.2. If, in connection of some Product or its part any indictment of infringement of intellectual property rights is raised and/or threatens to be raised, the Customer shall inform Axians immediately and shall refrain from accepting any claims of third parties without a prior written consent of Axians. The Customer is obliged to allow Axians, solely according to Axians consideration, to provide for further use of the respective Product or its part, or modify or replace the part in breach in order to secure its free use. Unless it is possible to use any of the aforesaid options under reasonable conditions, the Customer shall return such Product or its part back to Axians as requested by Axians in writing; in such case the Customer shall be given a credit in the amount of residual value of the Product or its part. Axians shall not be liable for any breach of law caused by the usage of any of the Products by the Customer in a manner other than that defined by Axians or in the License provided, or by equipment, software or services not supplied or provided by Axians.

### 8.3. Special conditions for provision of the services on SW Products

- a) Should any impermissible change or modification of any SW product supplied by Axians and supported under the Contract or Order be made, or should the Customer breach the licensing conditions of such SW Product, it shall be deemed a breach of the contractual terms and conditions by the Customer, and Axians shall be entitled to terminate the Customer's license on that basis for any such modified SW Product, and the use of any such SW Product up to that point by the Customer shall be considered to have been unauthorized.
- b) For any and all unauthorized changes and modifications made by the Customer, or in its behalf, that make it possible to make use of an increased capacity of any SW Product supplied by Axians, the Customer shall pay the difference between the price of the SW Product with increased capacity and the relevant price of the service for Additional SW Products with the relevant increased capacity, from the start of the provision of the service under the Contract or Order.
- c) If the right to use SW Products supplied by Axians is limited or frustrated due to a breach of third-party property rights, Axians shall be on its own discretion entitled to either modify or exchange SW Products such that they would not breach third-party property rights, provided that these modified or exchanged SW Products correspond in all material respects to the user documentation for the given

SW Product, or obtain for the Customer the right to continue to use the relevant part of the SW Products.

- d) Should a third party bring a claim against the Customer arising from the breach of its property rights, the Customer shall inform Axians thereof without undue delay, and Axians shall, at its discretion, decide whether and how it will conduct any litigation. The Customer shall not resolve the case without prior written consent of Axians, nor negotiate any settlement.
- e) Axians shall not be liable for any breach of property rights, if the Customer fails to inform it immediately of the existence of a claim or indictment for such breach of third-party property rights.
- f) Axians shall not be liable for any breach of third-party property rights, if SW Products are used in an unauthorized fashion or in conjunction with other products not originating from or not approved by Axians in a written form.

## 9. EXPORT AND FURTHER SALE

9.1. Should the Customer be interested in exporting or further distributing the Products it is his full responsibility to obtain all respective permissions and/or licenses required in some cases, according to the law of the Czech Republic, EU, USA and other states regulations for limitation of export.

## 10. SCOPE AND CONDITIONS ON PROVISION OF THE PRODUCTS

- 10.1. Save cases when otherwise agreed with the Axians in writing, or when the SLA states otherwise, services shall not include any work and costs caused by:
- a) incorrect installation, in cases when installation was not provided by Axians;
  - b) failure to adhere to equipment specifications in relation to its use, operating conditions, and environment;
  - c) incorrect use, negligence, physical damage, and use of incorrect consumable material;
  - d) usual mechanical or physical wear and tear of the equipment, expired useful life (e.g., keyboards, monitors, batteries, and accumulators, etc.);
  - e) modifications, replacements, or connections not made or approved in a written form by Axians and/or the connection of unsuitable / defective peripheral devices;
  - f) activity carried out with the equipment by any person other than one authorized by Axians (taking the equipment apart, interventions into the equipment, breaking of seals, etc.);
  - g) Customer or User interventions in system software causing a limitation of function of the equipment or application software;
  - h) failure to adhere to the user care for the equipment, in line with the user manual or the instructions of Axians or supplier or maker of HW Products and SW Products;
  - i) use of equipment, software, or accessories not supplied by Axians that are not, according to Axians's well-reasoned position, suitable for use with the equipment;
  - j) viral infection in the equipment;
  - k) insufficient licenses or breach of licenses.
- a. The Customer undertakes on its own costs:  
l) to enable Axians to use the newest versions of system programs (O/S, communication SW, etc.). If

these versions are not available from the Customer, and should their use be required to fulfil services, Axians shall discharge its obligation arising from the Contract by recommending the purchase of the version that will remedy the present problem;

- m) agree to necessary short-term disconnection or isolation of any equipment that was not supplied by Axians, if Axians reasonably deems such action to aid in the better diagnosis and identification of defects;
- n) keep records and upon Axians's request make available of the use of equipment and programs;
- o) provide at its expense such telecommunication and other equipment as is required by Axians for diagnostic purposes.

## **11. LIABILITY OF Axians**

- 11.1. The Customer shall do his best to avoid occurrence of any damages and take all measures possible to prevent damages; particularly the Customer shall operate the Products in accordance with their descriptions, documentation and operational manuals, and respect the recommendations given by Axians or manufactures and suppliers of the Products concerning the implementation and operation of the Products; the Customer shall protect the supplied Products against any unauthorized interference by third persons as well as to secure proper backups of all the data.
- 11.2. Axians shall be liable for damages incurred to the Customer and inflicted by a breach of obligations stipulated in the Contract or by any other binding rule of law within the extent set under this Article 11 of GTC. Axians shall not be liable for any damages or losses of any kind originating in by Customer evoked loss, destruction or damage of data, or for the loss of the License that authorizes the Customer to use the software.
- 11.3. Axians shall not be liable for:
  - a) any loss, injury or damage the Customer may incur in connection with the Products supplied by Axians and/or those, caused by Customer's failure to observe work processes, guidelines and / or instructions described in the Product's documentation and in Axians's, manufacturer's or supplier's recommendations;
  - b) any loss or claim arising from Customer's act or negligence in the effort to avoid the export limitation or other legal regulations;
  - c) any breach of intellectual property rights of a third party as a consequence of using the Products along with other products not supplied by Axians, or as a consequence of a modification of the Products made without Axians's consent.
- 11.4. The total liability of Axians for all occurrences of loss for all cases under the Contract or Order shall be limited by an agreement between contractual parties to a compensation of a maximum foreseeable damage in the amount of (i) a price of Products in case of provision of Products for the period shorter than 12 months (including single provision of the Products) or (ii) a price of Products provided in the period of 12 months in case of provision of Products for the period longer than 12 months; in both cases at least in the amount of CZK 100,000.00. Such limitation of liability agreed herein fully covers a compensation of any indirect damage or loss, such as lost profit, damage to a good name (repute), loss, destruction or damage of data. The contractual Parties agree that the calculation of fees charged by Axians for their Products is based on a division of risks between contractual Parties

and none of the contracting parties may be considered as weaker or more powerful party and no contracting party considers itself as a weaker party.

## **12. TERMINATION**

- 12.1. In addition to the generally accepted legal provisions pertaining to termination of a Contract or contractual relationship based on Order by termination or withdrawal, Axians shall have the right to terminate the Contract by a written notice with immediate effect if the Customer is in breach of the GTC and fails to remedy such breach within a defined period; if the Customer becomes insolvent, liquidation or bankruptcy proceedings are initiated in respect to the Customer or his property, and/or is unable to carry out his financial commitments for any other reason not stated above. As concerns withdrawal from the Contract or contractual relationship based on Order any withdrawal has its effects as to the date of delivery of the withdrawal notice to the other contracting party (*ex nunc*). Regardless to the withdrawal the Contract or Order shall be applied for Orders and deliveries of Products regarding those all obligations of the contracting parties have not been fulfilled and did not cease to exist by any other means till the date of withdrawal, i.e. for contracts for delivery of respective Products which have not cease to exist till the date of withdrawal.
- 12.2. In case that the Contract or Order is concluded on single provision of the Products and the reason for withdrawal is delay of the Customer with fulfillment of its payment obligation, the Contract or contractual relationship based on Order terminates with the effectiveness from the commencement (*ex tunc*).

## **13. ASSIGNMENT OF RIGHT**

- 13.1. Axians may assign its rights for pecuniary fulfillments of Customer resulting from the Contract or Order to any third party without prior consent of the Customer, other rights can be assigned to another party only with the Customer's prior consent; however, such consent cannot be rejected without a reason. The Customer is not allowed to assign his rights or obligations without prior consent of Axians; however, such consent cannot be rejected without a reason.
- 13.2. Contractual Parties are not entitled to set-off their receivables arising from the Contract or in relation to it against other Contractual Party's receivables.

## **14. NON-DISCLOSURE AGREEMENT AND PERSONAL DATA**

- 14.1. The Contractual Parties shall not disclose to any third party, other than for the purpose of adhering to these contractual terms, any confidential information disclosed by the other party during performance of the Contract or Order. The parties agree that programs and know-how contained therein and in the Products shall be considered to constitute confidential information.
- 14.2. In case the performance of the Contract will include activities, which will include personal data processing by the Parties, the Customer is obliged on request of Axians to conclude with Axians a contract governing personal data processing. For the time period, when such contract is not in force, Axians is entitled to reject performance under the Contract, while not being in default and not being responsible for any damage caused by it.

## **15. APPLICABLE LAW**

- 15.1. The contractual relation created upon a confirmation of Customer's order or a signature of a Contract shall be interpreted according to Czech law; specifically, under

respective provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and the Act No. 121/2000 Coll., the Copyright Act, as amended.

These GTC are effective from 18.09.2023.