

# OP CABLE s.r.o.

## General Business Terms and Conditions for Sales of Goods

of **OP CABLE s.r.o.**, commercial company, with the registered office: Za Olomouckou 4184/17, 796 01 Prostějov, Company Identification No.: 02591898, Tax Identification No.: CZ02591898, incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 81809.

### I. General Provisions

1. These General Business Terms and Conditions (hereinafter referred to as the "**Business Terms and Conditions**") regulate the rights and obligations of **OP CABLE s.r.o.**, with the registered office: Za Olomouckou 4184/17, 796 01 Prostějov, Company Identification No.: 02591898, Tax Identification No.: CZ02591898, incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 81809 (hereinafter referred to as the "**Seller**"), and of the Buyer - natural person who is not an enterpriser, natural person - enterpriser, and legal person (hereinafter referred to as the "**Buyer**" or the "**Client**") (the Seller and the Buyer are collectively hereinafter referred to as the "**Parties**"), when selling the metallic and silicone cables for automation, telecommunication systems, security devices and other related goods (hereinafter referred to as the "**Goods**"), including any possible installation and assembly of goods in connection with or based on a Purchase Agreement, Contract for Work or a General Purchase Agreement (hereinafter collectively referred to as the "**Agreement**").
2. The Seller may amend or supplement the wording of the Business Terms and Conditions without the Client's consent only within a reasonable scope. In such case the Seller is obliged to provide the Client with the new wording of the Business Terms and Conditions in a textual form with visibly marked proposed changes and determine a reasonable period for the Client's opinion whether the Client accepts it. In case the Client does not express its opinion within the determined period, it is deemed the Client agrees with the proposed changes. In case the Client does not agree with the proposed changes, either of the Parties is entitled to terminate the General Business Terms and Conditions. In such case the notice period is fifteen calendar days.
3. All the relationships between the Seller and the Client, which are not governed hereby, are regulated by the relevant provisions of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "**Civil Code**"). Based on these Business Terms and Conditions and in compliance with Section 419 of the Civil Code, a consumer is any natural person purchasing the Goods outside his/her business activity.

### II. Deliverable

1. By sending of a binding order the Buyer confirms to have got acquainted with and to have expressed a consent to the complex wording of these Business Terms and Conditions. At the same time the Buyer accepts the prices valid at the moment of sending the order. The Buyer is sufficiently informed of these Business Terms and Conditions before the order is placed and the Buyer has a possibility to get acquainted with them as well as with the price of the ordered Goods. These Business Terms and Conditions form an integral part of the concluded Agreement. In case the written arrangements vary, the provisions of these Special Business Terms and Conditions shall apply, except for divergent arrangements set forth in the General Purchase Agreement concluded between the Parties (hereinafter referred to as the "**General Agreement**"). In such case the provisions of the General Agreement shall prevail over the wording of these Business Terms and Conditions.
2. For purpose of these Business Terms and Conditions, an order means a unilateral legal act of the Buyer towards the Seller the purpose of which is to receive from the Seller the ordered performance (hereinafter referred to as the "**Order**").
3. The Buyer shall specify at least the following information:
  - a. name and surname or commercial company, registered office or address of the place of conducting business - of a legal or natural person; or name and surname and residence address of a non-enterprising natural person;
  - b. method of the supply of Goods;
  - c. assembly or installation of Goods or without assembly and installation of Goods;
  - d. required delivery date of Goods;
  - e. exact delivery place of Goods, incl. ZIP code;

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- f. Buyer's Company Identification No. if the Buyer is an enterpriser, Buyer's birth certificate No. if the Buyer is not an enterpriser.
  - g. exact contact data (phone number, e-mail address);
  - h. identification of the Goods with a reference to their code if the serial Goods are ordered; number of pieces, drawing or complex textual specification of the Goods if the atypical Goods are ordered beyond the Seller's standard offer;
  - i. payment method.
4. The Seller is entitled to reject the Order which does not meet the essential requirements and necessary data, or return it to the Buyer for correction and provide the Buyer with a reasonable period for correction. The vain elapse of the period results in the fact the Order is considered as being never delivered.
  5. The Buyer's Order is a draft agreement and the agreement itself is concluded when the Seller's binding approval of such a draft is delivered to the Buyer (binding order confirmation by the Seller), via e-mail to the address which the Buyer specified in the Order, or personally (hereinafter referred to as the "**Order Confirmation**"). Starting from that moment, mutual rights and obligations are established between the Buyer and the Seller. If the Buyer finds out, after receiving the Order Confirmation, that some of the data is not correct, the Buyer is obliged to inform the Seller via e-mail to the Seller's e-mail address. **ocenasek.m@opcable.cz** (hereinafter referred to as the "**Seller's e-mail address**"). The Buyer shall state "Order Correction" in the e-mail subject and specify in the text the order No. and data which is to be corrected.

### III. Order Cancellation

1. It is possible to cancel the Order only exceptionally, based on a prior agreement with the Seller. The request for the Order cancellation shall be sent to the Seller's e-mail address.
2. If the Buyer does not take the ordered Goods without the prior Order cancellation (accepted by the Seller), the Buyer shall bear the costs incurred in connection with the production and delivery of such Goods (especially the costs for material, production, transport, storage, etc.). This fact does not affect the Buyer's right not to take over the Goods due to a conflict with the Agreement.

### IV. Purchase Price, Advance Payment and Additional Purchase Price

1. The purchase price for the typical Goods shall be determined according to the current Seller's price list and it includes VAT. The prices are valid at the moment when the Goods and services are ordered.
2. The purchase price for the supplied atypical Goods shall be determined based on the Seller's specific offer made in relation to the required atypical Goods, whereas the Seller shall send such an offer based on a prior request to the Buyer before the Order is placed and confirmed.
3. If the prices are significantly changed due to a change in the exchange rate, significant inflation or in case of significant changes in the delivery terms of producers and other goods suppliers, the Seller is entitled to ask the Buyer for payment of this new amount of the purchase price, unless agreed otherwise between the Buyer and the Seller. If the Buyer does not agree with the new amount of the purchase price, the Buyer is entitled to withdraw from this Agreement.
4. The Seller reserves a right to ask for an advance payment by the Buyer, at least in the amount of 30 % of the total purchase price, i.e. of the price incl. VAT. The Buyer shall pay the agreed advance payment based on a proforma invoice issued by the Seller (hereinafter referred to as the "**Proforma Invoice**").
5. The Buyer shall pay the Seller the purchase price or additional purchase price based on the issued tax document - invoice. The Seller is entitled to issue the invoice:
  - a. after the Goods have been prepared for the Buyer or for a forwarder/forwarders authorized by the Buyer to be taken in the Seller's registered office, if the transport is ensured by the Buyer;
  - b. after the Goods have been prepared for the Buyer to be taken at the delivery place, if the transport is ensured by the Seller;

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- c. after the assembly or installation of Goods at the delivery place is finished and the Goods are prepared to be taken by the Buyer if the assembly or installation of Goods at the delivery place is subject matter of the Agreement.
6. The Seller's proforma invoices are due within seven days after issue. Other than proforma invoices are due within a period agreed by the Seller and the Buyer in the Order confirmed by the Seller pursuant to Article II (5) hereof. If the Buyer and the Seller do not agree upon the maturity period of other than proforma invoices, such invoices are due within thirty days after the issue date.
7. If the proforma invoice is not paid in a proper and timely manner, the delivery period of the Goods shall be extended by a period when the Buyer is delayed in payment of the invoice.
8. The Seller's invoices, including the proforma invoice, shall be paid by the Buyer by means of wire transfer to the Seller's account or in cash in the cash office of the Seller's business premises. The payment method shall be agreed by the Parties whereas if the Parties do not agree, the payment method determined by the Seller in the Order Confirmation shall apply.
9. In case of the wire transfer to the Seller's account the Buyer is obliged to pay the purchase price by transfer to the Seller's account No. 263501878/0300 for payments in CZK, kept by ČSOB a.s., or to the Seller's account No. 264620297/0300 for payments in EUR, kept by ČSOB a.s. (hereinafter referred to as the "**Seller's account**"), whereas the invoice No. shall be stated as variable symbol.
10. Wire transfers to the Seller's Account are made in the Czech crowns; based on a prior agreement between the Buyer and the Seller such payments may be made also in euro or in any other currency, provided that the purchase price for the Goods shall be specified in all the documents in euro or in any other currency. In such case the Seller shall inform the Buyer of the bank connection to make the payment in euro or in any other currency (name and registered office of the bank, IBAN, eventually SWIFT).
11. In case of the wire transfer the Buyer's obligation to pay is met on a day when the payment is credited to the Seller's Account.
12. In case the invoice (even proforma invoice) payment is delayed by the Buyer, the Seller is entitled to charge, without a prior notice, a contractual penalty of 0.5 % of the total amount due (incl. VAT), for each day of delay. This fact does not affect any possible claim of the Seller on compensation.
13. In case the Buyer is delayed with payment of the invoice for more than seven calendar days, the Seller is entitled to suspend the unrealized supplies of Goods and realize such supplies only against an advance payment or when a security being acceptable for the Seller is provided. In such case the Seller is not liable for its default in the supply of Goods within the delivery period.
14. No receivable of the Buyer, whether incurred based on the Agreement or by another legal reason, shall not be set off against the payment of the purchase price for the Goods.

## V. Transfer of Rights

1. The Buyer acquires a title to the Goods by their proper takeover and total payment of the purchase price - by its crediting to the Seller's Account.
2. A risk of damage on the Goods and the delivery terms are governed by the international rules for the interpretation of delivery business terms and conditions, INCOTERMS 2010, as amended.
3. In case the Goods are delivered abroad and the EXW condition is agreed, the Buyer declares the Goods shall be transported by the Buyer or by a forwarder/forwarders authorized by the Buyer in compliance with the Act No. 235/2004 Coll., on Value Added Tax, as amended. A damage on the Goods caused after the risk of damage on the Goods has passed from the Seller to the Buyer does not relieve the Buyer from the obligation to pay the purchase price.
4. In case the Goods are supplied abroad (to another member country of the European Union) when the EXW condition is agreed or in other cases when the Buyer shall organize the transport at its own expense, the Buyer undertakes to ensure that the Goods are transported by the Buyer or by its authorized forwarder/forwarders to the delivery place specified in the Order. The Seller is obliged to demonstrate completely and truly to the Buyer the fact the Goods have been transported at the Buyer's expense to the delivery place abroad, latest within fifteen calendar days after the transport is finished:
  - a. by specifying the driver's identity data, vehicle licence plate, by sending the copies of relevant parts of the journey

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log, and by the Buyer's declaration on transport of Goods as specified in Annex 2 hereto, if the transport has been ensured by the Buyer itself;

- b. based on a document proving who and to what place has ensured the transport of the respective Goods, i.e. based on an invoice issued by a forwarder or based on a shipping document (CMR or CIM), delivery note, confirmation stating that the Buyer has accounted the invoice issued by a forwarder and that the amount specified in the invoice for the transport of Goods has been paid, and based on the Buyer's declaration on transport of Goods as specified in Annex 2 hereto.
5. If the Buyer does not meet the obligation stipulated in the previous paragraph, the Buyer is obliged to pay the Seller a contractual penalty in the amount of the additionally assessed VAT and other sanctions imposed by a tax office. The Seller's right to compensation is not affected hereby.
  6. If Article 5 (2) hereof is not applied to the transfer of the risk of damage on the Goods, it applies the risk of damage on the Goods shall be transferred to the Buyer when the Buyer takes over the Goods from the Seller, or if the Buyer does not do so in a timely manner, then at the moment when the Seller enables to dispose of the Goods and the Buyer breaches the Agreement by non-takeover of the Goods. In such case the following rules shall apply as well:
    - a. If the Seller is obliged to hand over the Goods hereunder to a forwarder at a specific place for transport of the Goods to the Buyer, the risk of damage on the Goods passes to the Buyer by the handover of the Goods to the forwarder at the agreed place.
    - b. If the Seller is obliged to ship the Goods hereunder but is not obliged to hand over the Goods to the forwarder at a specific place, the risk of damage on the Goods passes to the Buyer at the moment when the Goods are handed over to the first forwarder for transport to the place of destination.
  7. A damage on the Goods caused after the risk of damage on the Goods has passed to the Buyer does not relieve the Buyer from the obligation to pay the Seller the purchase price.

### VI. Delivery Dates

1. The delivery date is specified in the Order Confirmation, either by means of a specific delivery day or by means of a delivery period (hereinafter referred to as the "**Delivery Date**"). The delivery period varies and it depends on the availability of the Goods, eventually on the complexity of the production of Goods.
2. Weekends, public holidays and days during the collection holiday announced in advance are not included in the delivery period specified in weeks or months.
3. The Seller reserves a right to change the delivery date within three (3) working days after the Order Confirmation date if it is justified by the facts which the Seller might have not reasonably assumed at the moment of the Order Confirmation (e.g. changes in the delivery date of input materials).
4. The delivery period of the Goods shall commence on a day when the Order is confirmed. If the Seller issued a proforma invoice to the Buyer, the delivery period shall commence on a day when the Order is confirmed or when the total advance payment is credited to the Seller's Account, whichever occurs later.
5. For the Goods being subject to the Buyer's approval of the production documentation, not only the Order Confirmation and advance payment date, if a proforma invoice is issued, are decisive for the commencement of the delivery period, but also a day when the Buyer approved the production documentation within the full extent by its signature. In such case the delivery period shall commence on a day which occurs later.
6. The Seller is not liable for its delay with the obligation to deliver the Goods within the delivery period if the Goods have been delivered on the delivery day but at a different time than agreed by the Parties.
7. The Seller is not liable for its delay with the obligation to deliver the Goods within the delivery period if the Goods may not be delivered within that period due to the Buyer's default in the takeover of an item, payment of the purchase price, or provision of cooperation.

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## VII. Delivery Conditions for Goods

1. Unless a different place is agreed by the Parties, the delivery place is the Seller's registered office.
2. The Seller is entitled to supply the Goods to the Buyer also as a partial deliverable.
3. The Seller is entitled to a deviation in footage within the range (+- 1%).
4. The Buyer is obliged to take over the Goods personally or appoint in a demonstrable manner (e-mail sent to the Seller's e-mail address) an authorized person who shall take over the Goods instead of the Buyer.
5. In case the Goods are not handed over by reasons on the Buyer's side, the Seller is entitled to ask the Buyer for payment of the costs for repeated delivery of the Goods. If the Goods may not be delivered even repeatedly, the Seller is entitled to charge a storage fee of 0.1 % of the purchase price (incl. VAT) for each day of storage (starting on a day following the unsuccessful repeated attempt to deliver the Goods).
6. If the EXW condition is agreed or in other cases when the transport is to be ensured by the Buyer at its own expense, the Seller is obliged to ensure that the Goods are ready to be taken by the Buyer or by its authorized forwarder/forwarders in the Seller's registered office on the delivery day. The Seller is not liable for the fact whether the forwarder/forwarders authorized by the Buyer delivers/deliver the Goods to the delivery place.
7. In case the transport is to be ensured by the Seller at its own expense, the Seller shall ensure that the Goods are ready to be taken by the Buyer at the delivery place on the delivery day.
8. If the assembly or installation of Goods is subject of the Agreement, the Seller is obliged to ensure the assembly or installation of Goods is finished at the delivery place by the deadline and the Goods are prepared to be taken by the Buyer. In such case the Buyer is obliged to organize the assembly or installation place so that it is able to carry out the assembly or installation there, especially with respect to the construction or other works in progress at the place of assembly or installation, ensure vacation of the place of assembly or installation so that the Buyer's or Seller's property is not damaged during the assembly or installation, etc.
9. The Buyer is obliged to ensure sufficiently in advance:
  - a. it is possible to deliver the Goods to the delivery place without any unreasonable or unusual difficulties;
  - b. access to the delivery place is properly ensured for the Seller and for persons authorized by the Seller.
10. The takeover of the Goods shall be confirmed by the Parties by signing of a handover certificate (delivery note) specifying the identification of the delivered Goods and their quantity. The Buyer is obliged to confirm the delivery note in writing, eventually specify in the delivery note any possible defects concerning the quantity or quality of the deliverable. If the Buyer does not do so, the Seller or its authorized forwarder is entitled to refuse to hand over the Goods to the Buyer.

## VIII. Warranty Claims and Warranty Period

1. The rights and obligations of the Seller and of the Buyer concerning the Seller's responsibility for defects on the Goods are governed by the relevant applicable legal regulations, especially by Section 2099 et seq. of the Civil Code. In case the Client is a consumer in the meaning of section 419 of the Civil Code, the rights and obligations concerning the defect liability are governed mainly by Section 2165 et seq. of the Civil Code.
2. The Buyer is obliged to inspect the Goods upon the takeover. The Buyer is obliged to claim any incorrect quantity, missing components and obvious defects immediately upon the takeover of the Goods in the handover certificate (delivery note); the Buyer is obliged to announce and prove such a defect to the Seller via e-mail to the Seller's e-mail address (with corresponding photos of the defect), latest within the day following a day when the Goods have been taken over. The Buyer is obliged to describe the defects in the delivery note, eventually specify how they show themselves, and require signing of such a protocol by the Seller, eventually by its authorized person who hands over the Goods to the Buyer. The Seller is not obliged to recognize a warranty claim of obvious (visible) defects, incorrect quantity, missing components, which the Buyer might have found out when taking over the Goods and which are not documented, announced and proved in this way, as a justified warranty claim.
3. The Buyer is obliged to apply other defects that the ones specified in the previous paragraph within five working days after

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they incur.

4. If the Buyer applies its rights from defects on the delivered Goods in a proper and timely manner, the Seller's authorized employee is obliged to decide upon the warranty claim within five working days, or in more complex cases within ten working days. The time necessary for the professional assessment of the defect is not included in that period.
5. The recognized warranty claim including the defect elimination shall be settled latest within one month after its lodgement. In reasonable cases, an employee responsible for warranty claims may agree with the Buyer upon a longer period.
6. The Seller is liable to the Buyer for the fact the sold item complies with the Agreement upon the takeover by the Buyer, especially it does not contain any defects. In case the item does not comply with the Agreement upon the takeover by the Buyer (hereinafter referred to as the "**Conflict with the Agreement**"), the Buyer has a right the Seller puts the item into a condition corresponding to the Agreement, free of charge and without undue delay, according to the Buyer's requirement, either by exchange of the item or by its repair; if such a procedure is not possible, the Buyer may require a reasonable discount from the price of the item or the Buyer may withdraw from the Agreement. It does not apply if the Buyer has known about the Conflict with the Agreement or if the Buyer has caused it by itself before the takeover of the item.
7. The Buyer may lodge the warranty claim only via e-mail at the Seller's e-mail address. The Seller shall draw up a record concerning the warranty claim (warranty claim protocol). Within the warranty claim procedure, the Buyer is obliged to submit a tax document (invoice), eventually a warranty card, if it has been issued, or another document proving the purchase of the claimed item, detailed defect description and lodged claim. Based on the nature of the item, the Buyer shall attach to the warranty claim also other suitable documents to be assessed, e.g. photos.
8. The Buyer is obliged to provide the Seller with any collaboration necessary to settle the warranty claim. The Goods for which the warranty claim is lodged shall be clean and packed so that the Goods may not be damaged when being disposed of.
9. The Seller is not liable for defects on the Goods:
  - a. caused after the takeover by the Buyer or by any other person than by the Seller, or caused by external circumstances;
  - b. caused due to the unprofessional manipulation with the Goods;
  - c. caused due to the inappropriate exposure of the Goods to unfavourable weather conditions;
  - d. caused by excessive wear and tear due to the inappropriate manner of usage;
  - e. caused due to the mechanical damage, made repair or any other intervention;
  - f. for which the Seller provided the Buyer a discount from the price and which are therefore specified in the tax document;
  - g. caused by the insufficiencies of the surrounding environment (e.g. air humidity);
  - h. consisting in minor differences in dimensions, colours and surface structure, caused especially by the natural characteristics of the materials used;
  - i. which have been customized according to the Client's wish or for the Client;
  - j. consisting in the wear and tear of the Goods caused by their standard usage.
10. The Seller is not liable for any defects caused during transport and assembly of the Goods if such services are not ensured by the Seller. If the Buyer ensures the transport of the Goods to the delivery place, the Seller is entitled to make video records of the condition of the loaded Goods.
11. The Buyer may not withdraw from the Agreement:
  - a. for supplies of goods or services whose price depends on the financial market variations independently on the Seller's will, and which may incur during the period for withdrawal;
  - b. for supplies of goods which have been customized according to the Client's wish or for the Client;
  - c. for supplies of perishable goods as well as goods which have been irretrievably mixed with other goods after delivery;
  - d. for repair or maintenance made at a place determined by the Client based on the Client's request; however, it shall not apply in case of subsequent repairs (other than the required ones) or supplies of other than the required spare parts;

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- e. for supplies of goods in the closed packaging, which the Client has taken out of the packaging, and it is not possible to return such goods by sanitary reasons;
  - f. for transport if the Buyer provides such performances within a specific deadline.
12. The warranty period of twenty-four months is provided to the Buyer for the supplied Goods unless the legal regulations or the manufacturer itself stipulate a different warranty period.
13. If the Buyer is a consumer in the meaning of the definition set forth in Section 419 of the Civil Code, the warranty period is twenty-four months. If the service life is marked on the packaging or in the manual attached to the supplied Goods in compliance with the special legal regulations, the warranty period shall expire by expiry of that period.
14. The warranty period commences on a day when the Goods are handed over to the Buyer, or when the delivery note is confirmed. The warranty period does not continue for a period when the Buyer may not use the Goods (warranty claim procedure, repairs, etc.). The warranty does not apply to any wear and tear caused by proper usage of the Goods.

### IX. Consumer's Right to Withdraw from the Agreement

1. In compliance with Section 1820 f) of the Civil Code, the Seller informs the consumers of a right to withdraw from the Agreement in accordance with the Government Regulation No. 363/2013 Coll., in case the Agreement is concluded by remote communication means.
2. If the Agreement is concluded by remote communication means, the consumer has a right, in compliance with Section 1829 (1) of the Civil Code, to withdraw from the Agreement without giving a reason within fourteen days after the Goods are taken over (in case several types of Goods are subject matter of the Agreement or several parts are supplied, this period commences on a day when the last supply of the Goods is taken over). In case the consumer intends to withdraw from the Agreement pursuant to the previous paragraph within fourteen days, the consumer shall contact the Seller at the Seller's e-mail address and specify his/her withdrawal from the Agreement, Order No., purchase date, account No. for refund.
3. To keep the period for withdrawal from the Agreement, it is sufficient to send the withdrawal before the relevant period expires.
4. To withdraw from the Agreement, the consumer may use also a template form provided by the Seller and forming Annex hereto.
5. In case the Buyer withdraws from the Agreement pursuant to the previous paragraphs, the Seller shall refund the financial means received from the Buyer (except for the sum corresponding to the additional costs for delivery of the Goods, as incurred due to the delivery method chosen by the Buyer), within fourteen days after the withdrawal. The Seller shall use the same payment method to refund the sums, as used by the Buyer for payment of the purchase price or its part. The Seller is also entitled to refund the performance provided to the Buyer in any other manner if the Buyer agrees with it and no other costs incur to the Buyer. If the Buyer withdraws from the Agreement, the Seller is not obliged to refund the received financial means to the Buyer before the Goods are returned by the Buyer.
6. However, the provisions of the Act on Withdrawal from the Agreement within fourteen days shall not be understood as a possibility of free lending of the Goods. In case the consumer exercises a right to withdraw from the Agreement within fourteen days after the performance is taken over, the consumer shall return to the Seller everything obtained based on the Agreement, within fourteen days after the withdrawal. If it is not possible any more (e.g. the Goods have been consumed or destroyed in the meantime), the consumer is obliged to provide a pecuniary compensation as a counter-value of the Goods that may not be returned. If the returned Goods are damaged only partially, the Seller may apply at the consumer a right to compensation and set off the Seller's claim against the refunded purchase price. In such case the Seller shall refund to the consumer only the purchase price decreased in this way.
7. In case the consumer withdraws from the Agreement pursuant to the previous paragraphs, the consumer shall bear the costs related to the return of Goods, in compliance with Section 1820 (1) of the Civil Code.
8. The consumer has no right to withdraw from the Agreement in compliance with Section 1837 of the Civil Code mainly in the following cases:
  - a. if the returned Goods are damaged (including the original packaging), used or incomplete (without documentation,

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sales receipt, accessories, etc.);

- b. if the services provided within the sales of Goods are concerned and their provision has been already commenced (e.g. ordered assembly);
- c. if the Goods are ordered with a customized optional part or modification which is produced according to the consumer's wishes firstly after the Order is placed (e.g. a product with optional wood colour, eventually other customized productions).
- d. if it is repair or maintenance made at a place determined by the consumer based on the consumer's request; however, it shall not apply in case of subsequent repairs (other than the required ones) or supplies of other than the required spare parts;
- e. if it is a supply of goods in the closed packaging, which the consumer has taken out of the packaging, and it is not possible to return such goods by sanitary reasons.

## X. Personal Data Protection and Sending of Commercial Messages

1. In connection with the provision of Goods and services the Seller obtains, keeps, and processes the personal data of various natural persons. The aim of this part of the Business Terms and Conditions in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as "GDPR"), is to provide the information what personal data the Seller, as a personal data controller, processes about natural persons when providing its Goods and services and for what purpose and for how long the Seller processes such personal data in compliance with the applicable legislation, whom and why the Seller may disclose such data; the aim is also to inform what rights the natural persons have in connection with the processing of their personal data and how such rights may be applied.
2. The Seller processes the personal data of clients and other natural persons or natural enterprising persons. The personal data is processed if the persons are clients of the Seller or act for other persons who are the Seller's clients. The Seller may process also the personal data of persons who addressed the Seller with a question/requirement on the provision of Goods or services, or if such persons negotiated personally with the Seller and provided the Seller with their personal data.
3. The personal data controller is the Seller. The Seller does not transfer the personal data to the third countries. The Seller may transfer the personal data to other entities, especially to the below specified ones, always only within the scope which is necessary according to the nature of the item. In case of any questions, requests, complaints, objections or other lodgements related to the personal data processing, it is always possible to address the Seller free of charge at the e-mail address: **ocenasek.m@opcable.cz**
4. The processed personal data includes mainly the data necessary to conclude the Agreement, process the Order, and for bookkeeping. Such data includes especially the academic degree, name and surname, date of birth, address, Company Identification No., Tax Identification No., payment data, signature, e-mail address, phone No., postal address.
5. The Seller processes the personal data especially to conclude and perform the Agreement for supplies of Goods or services whereas the legal title of the processing is the performance of the Agreement. The Seller obtains the processed personal data directly upon the conclusion of a Service Level Agreement as well as before the conclusion of such an Agreement during the negotiations on the contents of that Agreement. Such personal data is processed only during the term of the contractual relationship between the Seller and the Buyer, eventually during the negotiations on the conclusion of the Agreement. In case the Agreement has been concluded, the personal data shall be further processed for the period when the rights and obligations resulting from the Agreement are effective and for the period necessary for archiving purposes in compliance with the relevant applicable legal regulations or until the limitation periods pursuant to the Act No. 89/2012 Coll., Civil Code, expire.
6. When providing the services, the Seller is obliged to meet the obligations resulting especially from the following legal regulations: Act No. 563/1991 Coll., on Accounting, Act No. 586/1992 Coll., on Income Taxes, and Act No. 235/2004 Coll., on Value Added Tax. Some personal data may be specified in the accounting documents (in invoices or other documents). The mentioned Acts impose the obligation to keep the documents for a period of up to 10 years. If there is a statutory obligation to archive such documents, they are archived along with the personal data specified in a relevant tax document. If the obligation to process the personal data results for the Seller from any Act or other regulation, the Seller shall process the data for the necessary period.

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7. In case the Buyer is delayed with payment, does not fully meet its liability, or does not make the payment at all, eventually if any other damage or loss incurs to the Seller, the Seller may process the personal data also based on a legitimate interest consisting in the recovery of receivables and/or determination, protection and exercise of the Seller's legal claims. The Seller may keep the personal data for that purpose for a limitation period pursuant to the Act No. 89/2012 Coll., Civil Code, expire. The Seller's legitimate interest is also offering of the related goods and services to its existing clients. Therefore, the Seller may process the personal data also for that purpose. The data subject is always entitled to raise an objection against the processing based on a legitimate interest.
8. In case you granted the Seller with a consent to process your personal data for marketing purposes, the Seller shall process the personal data based on your consent for sending of commercial messages, even in case you are not the Seller's client. You may withdraw your consent any time and free of charge. You are not obliged to grant a consent; your consent is not a necessary requirement to conclude an Agreement. The personal data shall be processed based on your consent for the maximum period of 48 months after the consent is granted. However, the processing shall be always terminated immediately if you withdraw the consent. However, the lawfulness of the personal data processing before the consent is withdrawn is not affected hereby.
9. Other recipients of the personal data are shipment companies and other entities partaking in the delivery of goods, services or realization of payments, based on the concluded Agreement. In case of the realization of payments, such recipients shall receive also your payment data you provide to them. Other recipients of the personal data are especially postal services providers, forwarders, banks and other institutions providing payment services.
10. Everybody whose personal data is processed by the Seller has the below specified rights. If you apply any of your rights pursuant to this Article or applicable legal regulations, the Seller informs you of the adopted measure or erasure of your personal data or limitation of processing in compliance with your requirement. If you apply your rights, the Seller may require from you to provide some of the identification data you have already provided. The provision of such data is necessary to verify whether the relevant requirement has been really sent by you. The Seller shall reply to you within one month after receiving your request whereas we reserve a right to extend this period by two months in cases allowed by GDPR.

You have the following rights:

a. Right to Access the Personal Data

Pursuant to Article 15 of GDPR you have a right to access your personal data, which includes the right to obtain from the Seller:

- confirmation whether the Seller processes your personal data;
- information on the purposes of processing, categories of affected personal data, recipients whom the personal data has been or will be made available to, planned processing period, existence of a right to require from the Seller a rectification or deletion of your personal data, restriction of processing, to raise an objection against such processing, right to file a complaint at a supervisory authority, information concerning any and all the available data about personal data sources unless obtained from data subjects, facts about applied automated decision-making and profiling, information about suitable guarantees in case the personal data is transferred outside the EU;

as well as a copy of personal data if the rights and freedoms of other persons are not adversely affected.

In case of a repeated request the Seller is entitled to charge a reasonable fee for a copy of personal data.

b. Right to Rectify Inaccurate Data

Pursuant to Article 16 of GDPR You has a right for rectification of inaccurate personal data the Seller processes about You. A data subject is also obliged to announce any changes of his/her personal data and document such a change has been made. Furthermore, a data subject is obliged to provide the Seller with collaboration if it is found out the personal data processed by the Seller is not accurate. The Seller shall rectify the data without undue delay however with respect to the relevant technical possibilities.

c. Right to Erase Personal Data

Pursuant to Article 17 of GDPR you have a right to have your personal data erased if the Seller does not prove any legitimate interests for processing of such data.

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## d. Right to Limit Processing

Pursuant to Article 18 of GDPR a data subject has a right to limit processing until a suggestion is solved of a data subject denies the accuracy of personal data, reasons of its processing or files an objection against its processing.

## e. Right to Portability of Personal Data

Pursuant to Article 20 of GDPR you have a right to portability of your personal data you have provided to the Seller, as a controller, in a structured, commonly used and machine-readable format. You are also entitled to ask for transfer of this data to another controller.

In case the exercise of this right might affect adversely the rights and freedoms of third parties, your request may not be satisfied.

## f. Right to Raise an Objection against Personal Data Processing

Pursuant to Article 21 of GDPR you have a right to raise an objection against processing of your personal data by the Seller.

In case the Seller does not prove there is a serious legitimate reason for processing prevailing over the interests or rights and freedoms of a data subject, the Seller shall terminate the processing based on an objection without undue delay.

## g. Right to Withdraw Your Consent to Personal Data Processing

If you give a consent to personal data processing to the Seller, it is possible to withdraw it any time. The withdrawal of consent is necessary to be made by express, clear and certain indication of the data subject's wishes, in writing to the registered office address of the Seller or via e-mail sent to: **ocenasek.m@opcable.cz**, or by phone +420 739 299

195. The e-mail subject shall contain the following text: "The withdrawal of consent to sending of commercial messages or other marketing activities".

## h. Right to Apply to the Office for Personal Data Protection

You have a right to file a complaint concerning the processing of your personal data by the Seller at the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Praha 7. Office's websites: [www.uoou.cz](http://www.uoou.cz).

## XI. Final Provisions

1. The Buyer trades exclusively under these Business Terms and Conditions.
2. By withdrawing from the Contract for Work the provisions on a contractual penalty, arbitration, interests on late payment, compensation, and price for the work, shall not extinguish.
3. No part of the purchase price may be paid by using the third-party receivables or by setting off the Buyer's own receivable towards the Seller, unless agreed otherwise in writing.
4. The Buyer is not entitled to assign its rights and obligations resulting from the Agreement to a third party, or assign any receivable from the Seller to a third party or pledge it, without a prior written consent of the Seller.
5. The legal relationship of the Seller and of the Buyer is governed by the legal system of the Czech Republic. The legal relationships of the Seller and of the Buyer, which are not expressly regulated hereby, shall be governed by the relevant provisions of the Civil Code and by the related legal regulations.
6. If the relationship between the Seller and the Buyer contains an international element, the Parties agree the relationship shall be governed by the Czech law. The consumer rights resulting from the applicable legal regulations are not affected hereby. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
7. The Parties have agreed the Czech courts are competent to negotiate and resolve any disputes and other legal matters arising from the legal relationships between the Seller and the Buyer as well as from the relationships related thereto.
8. The Buyer acknowledges there is a possibility of extrajudicial resolution of any consumer dispute arising from the Agreement, by means of the entity having subject-matter jurisdiction - Czech Trade Inspection Authority.

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9. The Seller is entitled to sell the Goods based on a trade licence and the Seller's activity is not subject to any other permission. Trade inspection is performed by the respective Trades Licensing Office within its competence.
10. These General Business Terms and Conditions come into effect on **1. January 2020.**