

A) GENERAL PART

I. General provisions

- 1.1. These General Terms and Conditions of XANADU a.s., version for entrepreneurs (hereinafter referred to as "GTC") govern the legal relations of contracts concluded between the company XANADU a.s., ID: 14498138, with registered office at Žirovnická 2389, 10600 Prague 10 - Záběhlice, registered in the commercial register maintained by the Municipal by the court in Prague, section B, file 17555, (hereinafter referred to as "the company XANADU a.s.") as a supplier within the meaning of Article 2 of the GTC, and a customer within the meaning of Article 2 of the GTC, who is an entrepreneur, in connection with the customer's business activity. These GTC govern the legal relationships from all purchase contracts, work contracts, service contracts, software license transfer contracts, loan contracts and their combinations, if the company XANADU a.s. on the part of the seller, entrepreneur, provider, transferor or lender, unless otherwise expressly agreed in writing by the parties to a specific contract. GTC are published on the Internet (www.xanadu.cz) and are available for viewing in the business centers of XANADU a.s.
- 1.2. The contracting parties have agreed that the provisions of the GTC shall always apply, unless the contract contains a specific provision that excludes or replaces the provisions of the GTC.
- 1.3. Legal relations from contracts concluded between the company XANADU a.s. are also governed by these GTC. and the customer that have not been concluded in writing. In such a case, the agreement of the parties cannot exclude or replace certain specific provisions of the GTC.

2. Definition of terms

- 2.1. **Contract** means a purchase contract, work contract, service contract, software license transfer contract, loan contract or a combination thereof.
- 2.2. **Supplier** means the company XANADU a.s. as a seller, entrepreneur, service provider, transferor of software licenses, or lender.
- 2.3. **Customer** means a buyer, orderer, service recipient, software licensee or borrower.
- 2.4. **Delivery** means delivery of goods, including installation, if agreed, performance of work, provision of service, transfer of software licenses, or delivery of loaned items.
- 2.5. **The subject of delivery** means goods, work, service, transfer of software licenses or loaned object.
- 2.6. **The place of delivery** means the place of delivery of the goods, the place of delivery of the work, the place of provision of service, the place of installation or delivery of the software or the place of delivery of the object of loan.
- 2.7. **Delivery time** means the time when the goods are handed over by the supplier and taken over by the customer or the first carrier (purchase contract), the time when the work is handed over by the supplier and taken over by the customer (work contract), the time when the repaired equipment is handed over by the supplier and taken over by the customer (service contract), the time of handover installed or not installed software by the supplier and its acceptance by the customer or the first transporter (agreement on the transfer of software licenses), or the time of handover of the borrowed object by the supplier and its acceptance by the customer (agreement on loan).
- 2.8. **Price** means the agreed price of the goods, the price of the work, the price of the service service, payment for the transfer of software licenses.
- 2.9. **Completion of the delivery** means the fulfillment of the supplier's obligation to deliver the subject of delivery.
- 2.10. For the purposes of the GTC, **the software license means:**
- authorization to exercise the right to use the software as defined in § 12 of Act 121/2000 Coll., on copyright, on rights related to copyright and on the amendment of certain laws (hereinafter referred to as the "Copyright Act"),
 - ownership or other right to the reproduction of the software (computer program), for the purpose of its use, not for the purpose of its further transfer.
- 2.11. **Software producer** means the author of the software or a person authorized to exercise the right to use the work (license holder within the meaning of the copyright law), if his authorization to exercise the right to use the work includes the right to reproduce the work or the right to expand the original or reproduction of the work.

3. Request from the requester, offer from XANADU a.s., conclusion of the contract, cancellation fee

- 3.1. Written offer from XANADU a.s. for delivery (hereinafter referred to as the "offer") is always processed by the sales representative of XANADU a.s., based on the invitation of the requester to the offer made (hereinafter referred to as the "invitation"). You agree to consider the request regardless of its designation, i.e. even if it is designated as an order or a proposal for the conclusion of a contract. The invitation may take the form of a personal meeting, telephone contact, e-mail, fax, letter sent by post, etc. Nabídka obsahuje předmět dodávky, místo dodávky, dobu dodávky, cenu bez DPH, není-li výslovně uvedeno jinak, osvědčení a certifikáty dodavatele a předmětu dodávky potřebné k řádnému splnění dodávky, případně další údaje vyžádané zákazníkem.
- 3.2. The supplier can provide discounts from its standard prices, while the amount of any discount is calculated in the supplier's offer. Previous discounts negotiations are not binding.
- 3.3. The deadline for acceptance of the offer by the customer is 5 working days from the date indicated in the offer and, if there is no such date, from the date of sending the offer. The offer can only be revoked if it follows from its content. The concluded contract completely replaces the rights and obligations of the parties resulting from previous negotiations, communications and proposals of the parties.
- 3.4. The supplier declares that he is interested in concluding a contract with the customer only if agreement is reached between them on all the details in the offer for the conclusion of the contract listed and/or proposed by the contracting parties as part of the negotiations on the conclusion of the contract. By reaching an agreement on only some requirements and/or on only some requirements, the contract is not concluded and the arrangements on which agreement has already been reached are not binding on the contracting parties.
- 3.5. The supplier reserves the right to withdraw the offer to conclude the contract. An offer to conclude a contract can only be revoked if the supplier's revocation of the offer reaches the customer before the customer sends the supplier its acceptance.
- 3.6. The supplier excludes the possibility of the customer accepting the supplier's offer to conclude a contract with any (i.e. even substantially not changing the terms of the offer) amendment and/or any (i.e. even substantially not changing the terms of the offer) deviation. The customer's expression of will containing any additions and/or deviations from the supplier's offer is a rejection of the supplier's offer to conclude the contract as a whole and is considered a new offer to conclude the contract by the customer. In the same way, the rejection of the customer's offer and a new offer to conclude a contract by the supplier is an expression of the supplier's will containing any additions and/or deviations from the customer's offer.
- 3.7. The supplier excludes the possibility that any part of the contract is determined by reference to terms and conditions other than those of XANADU a.s., even in those parts where the terms and conditions would not contradict each other.
- 3.8. The customer assumes the risk of a change in circumstances according to § 1765 of Act No. 89/2012 Coll., Civil Code, and will not demand the renewal of negotiations on the contract, even if there is a change in circumstances so significant that the change establishes the rights and obligations of the parties separately gross disproportion by disadvantaging one of them either by disproportionately increasing the costs of performance or by disproportionately reducing the value of the subject of performance.
- 3.9. The contracting parties can agree on a change of part of the subject of delivery and, subsequently, on the price of the delivery, at the customer's request, which the customer is entitled to make and deliver to the supplier no later than 5 days before the time of delivery. If there is an agreement between the contracting parties according to the previous sentence, the supplier is entitled to invoice the customer together with the price of the delivery, and the customer is obliged to pay the supplier, together with the price of the delivery, a cancellation fee in the amount agreed between the contractual parties within the scope of this agreement, and if the amount of the cancellation fee is not agreed upon by the contracting parties, a cancellation fee in the amount of 10% of the price of the part of the delivery item (e.g. goods) excluding VAT, which will not be delivered according to the agreement of the contracting parties.

4. Rights and obligations of the supplier and the customer

- 4.1. The supplier undertakes to fulfill the delivery at the place of performance and at the time of delivery agreed in the contract. If the place of performance is not agreed in the contract, the place of performance is the supplier's headquarters or a place of business determined by the supplier after the conclusion of the contract.
- 4.2. The customer undertakes to pay the price in cash or by transfer to the supplier's bank account specified in the tax document at the due date agreed in the contract or these GTC. The customer undertakes to provide the supplier without undue delay with all cooperation necessary for the proper and timely fulfillment of the supplier's obligations arising from the concluded contract and/or these GTC.
- 4.3. If the fulfillment of the supplier's obligations arising from the concluded contract and/or these GTCs is tied to the provision of cooperation by the customer, the delivery time is shifted by as many days as the customer is in delay in providing such cooperation. In addition to the delivery conditions and the customer's obligations conditioning the delivery agreed in the contract, the customer's cooperation necessary for the performance of the delivery is considered, taking into account the nature of the contract, in particular: ensuring the necessary functionality, capacity and compatibility of the customer's existing SW and HW and making such HW and SW available to the supplier; ensuring the readiness of the place of delivery for its execution; provision and transfer of information, data and answers to questions requested by the supplier in connection with the performance of the delivery; ensuring the active participation (including immediate and comprehensive communication of the customer's comments and requirements, the requested participation of the customer's persons who will operate the item of delivery, in training and operation) of the customer during and after the completion of the delivery in tests, demonstration, start of operation or test operation of the delivery; making the place of delivery available to the supplier; ensuring the

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proper and timely fulfillment of the obligations of a third party, if he is a contractual partner of the customer, required for the proper and timely fulfillment of the delivery; ensuring acceptance of the delivery corresponding to the contract, including written confirmation of acceptance, immediate and comprehensive inspection of the delivery and notification of deficiencies.

- 4.4. The customer and the supplier undertake to inform each other that there has been a decision regarding its cancellation or conversion against them, if it is a legal entity, that a proposal has been filed to initiate insolvency proceedings, or that there has been an order for enforcement of the decision or enforcement of their property. The customer and the supplier undertake to provide such information containing all decisive and material facts to the other party within three working days from the moment they became aware of the event. The customer and the supplier undertake, in the event of non-proper fulfillment of the obligation specified in this point of the GTC, if such non-fulfilment makes it difficult or impossible for the breaching party to fulfill any agreed obligations towards the other party, to pay the other party a contractual penalty corresponding to 10% of the sum of the prices including VAT agreed in the contracts concluded between the supplier and the customer, namely in contracts in which the delivery and price have not yet been fulfilled.
- 4.5. The supplier is entitled to withdraw from the contract if there has been a decision to cancel or convert the customer, if he is a legal entity, or if a motion has been filed to initiate insolvency proceedings against the customer, or if there has been an order for the execution of the decision or enforcement of the customer's property.
- 4.6. The supplier is entitled to record and process customer data obtained from business relationships or in connection with them for its own needs. The customer gives his express consent to the supplier.

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- 4.7. The customer acknowledges that the supplier's offers not accepted by the customer, the supplier's drawing and technological documentation and other supplier documents may enjoy protection in terms of intellectual property rights, i.e. copyright and industrial rights, and may form part of the supplier's trade secret. The said documents must be returned to the supplier without delay at the supplier's request and must not be made available to or handed over to a third party without the supplier's written consent.
- 4.8. The customer undertakes to familiarize himself in detail with all the rules for its use contained in the instructions and manuals of the manufacturer and the supplier, which are part of the delivery, in detail before using the delivery for the first time. The customer undertakes to notify the supplier in writing of all questions and ambiguities regarding the rules for using the delivery, immediately after familiarizing himself with the attached documents, and not to use the delivery until the supplier provides an explanation.
- 4.9. The supplier is entitled to provide such a result to third parties as well, without any restrictions, in the event that his activities during the performance of the work according to the contract for the work or a combination thereof result in a result that is the subject of industrial or other intellectual property rights, or any other result.
- 4.10. In the event that the result of the supplier's activities during the execution of the work according to the contract for the work or its combination is any fulfillment that is the subject of industrial or other intellectual property rights, the customer is, unless expressly agreed otherwise in this contract, entitled to use it only for its own use and only in the usual manner given its nature and the purpose for which it usually serves. Regardless of what is stated in the previous sentence, the customer, unless expressly agreed otherwise in the contract, is not entitled to distribute, rent or lend the original or reproduction of any performance that is the result of the supplier's activities in performing the work according to the contract and which is the subject of industrial or other intellectual property rights ownership or part of it, whether in its original or modified form, separately or in a set or in connection with another work or elements, or to allow a third party to use the original or reproduction of any performance that is the result of the supplier's activity in performing the work according to the contract and which is the subject of industrial or other intellectual property rights, or part thereof, in any way and/or for any purpose.
- 4.11. The right of the customer to use the performance, which is the subject of industrial or other intellectual property rights, according to point 4.10., arises for the customer only on the day of full payment of the total price according to the relevant contract to the supplier. If it is not terminated earlier in another way, the customer's authorization to use the performance, which is the subject of industrial or other intellectual property rights according to point 4.10., expires on the date of withdrawal from the relevant contract by any of the contractual parties.
- 4.12. The customer is not entitled to use the performance, which is the subject of industrial or other intellectual property rights, in a different way and/or for a different purpose than according to point 4.10. without the supplier's consent given to the customer in writing or the agreement (license agreement) concluded between the customer and the supplier in writing. The supplier declares that he requires the granting of consent or the agreement according to the previous sentence to be in written form and that he does not want to be bound by the consent or agreement if the written form is not observed by the contracting parties. Changes to this agreement other than in writing are not permitted.

5. Liability of supplier and customer for breach of contractual provisions

- 5.1. In the event of a delay in paying even part of the price or other agreed payment, the customer undertakes to pay a contractual penalty of 0.05% of the owed amount for each day of delay to the supplier, regardless of his fault.
- 5.2. The customer undertakes, in the event of a delay, to provide cooperation according to the concluded contract or according to point 4.3. GTC shall pay the supplier a contractual penalty in the amount of 0.1% of the total price of the delivery including VAT, in relation to which he is in delay in providing cooperation, for each day of delay in providing cooperation.
- 5.3. Regardless of his fault, the customer undertakes to pay the supplier a contractual penalty of 10% of the total price of the delivery including VAT, in relation to the delivery in question:
- a) the customer is more than 10 days in arrears with the provision of cooperation according to the contract and/or GTC,
 - b) the customer is in arrears with payment of even part of the price for a period longer than 10 days,
 - c) the customer is in arrears with taking delivery for more than 10 days,
 - d) the customer is in arrears with the fulfillment of obligations according to point 4.4. and 4.7. GTC for more than 10 days,
 - e) the customer is in arrears with the fulfillment of any other obligation from the contract or GTC, other than the obligations secured above in this point under letter a) - d) for a period longer than 30 days.
- 5.4. The supplier undertakes to pay the customer a contractual penalty in the amount of 0.05% of the total price of the delivery, including VAT, in relation to which he is in arrears, in the event of a delay in fulfilling the delivery or removing a delivery defect during the warranty period.
- 5.5. A material breach of contractual obligations means any breach of obligations defined in point 5.3. GTC.
- 5.6. Payment of any of the contractual fines by the customer according to the GTC or the contract does not affect the supplier's right to compensation for damages in an amount exceeding the paid amount of the contractual fine. Withdrawal from the contract does not affect claims for the payment of contractual fines, compensation for damage and contractual arrangements or GTC conditioning the calculation and application of contractual fines and claims for compensation for damage.
- 5.7. Compensation for damage is understood and determined in particular by the costs incurred to return the delivery; replacement sale of delivery; the difference between the price according to this contract and the replacement sale price of the delivery; all costs of the supplier for the acquisition and fulfillment of the delivery according to the contract, if the entire undamaged delivery cannot be returned to the supplier or if the supplier cannot sell the returned delivery to a third party due to any factual/material or legal obstacles; the costs of enforcing rights from this contract against the other party. The party responsible for the damage undertakes to pay the damage compensation determined in this way to the injured contractual party.

6. Price and payment terms

- 6.1. The price corresponds to the supplier's offer, if such an offer was made before the conclusion of the contract, or the amount according to the supplier's price list valid at the time the offer was sent. The supplier's price list is continuously updated and regularly published on the supplier's website www.xanadu.cz. All prices listed in the supplier's price list, offer or contract are listed without VAT and do not include the costs of transport, packaging and insurance of the delivery item, postage and costs associated with the export of goods outside the territory of the Czech Republic. The supplier is entitled to unilaterally increase the price by the costs of transport, packaging and insurance of the subject of delivery according to the supplier's valid price list, as well as postage and, in the case of delivery with a place of delivery outside the territory of the Czech Republic, also by the costs associated with the export and import of goods (customs, fees, insurance costs documents etc.), while the customer is obliged to pay the increased price. The supplier is entitled to invoice and demand payment of the price including VAT in an amount corresponding to the applicable legal regulations, the customer is obliged to pay the price increase by VAT.

6.2. Price clause

If between the conclusion of the contract and the time of delivery, if the difference between these times is at least 20 days, there is an increase in: a) customs rates, import or export fees,

- b) an increase in the prices of services and supplies of third parties required for the delivery of the supply by the supplier, especially due to changes in the exchange rates of the currencies concerned or an increase in the price of energy, inputs and transport or an increase in inflation, the supplier has the right to unilaterally increase the price, but only by an amount corresponding to the increase described. The customer accepts the price increase described in the previous sentence. The price will be changed, under the conditions stated in the previous sentence, according to the rules § 2154 et seq. of Act No. 89/2012 Coll., Civil Code, even if it is a contract other than a purchase contract.
- 6.3. The customer is obliged to pay the price in Czech currency, unless the parties agree otherwise. All financial and tax documents must match the choice of currency.
- 6.4. The customer undertakes to pay the supplier the price or part thereof in the required amount even before its delivery, unless otherwise agreed in the contract. The supplier will issue a tax document corresponding to the delivery. If, according to the agreement of the parties, the delivery price is payable after delivery of the tax document and the parties do not agree on a deadline, then the payment deadline is 14 days.
- 6.5. In the event of the customer's delay in paying the price or part of it, the delivery period is extended by this period of the customer's delay.
- 6.6. The parties have agreed that all outstanding claims (especially agreed installments) of the supplier against the customer become immediately due and payable as soon as the customer falls into arrears with one of its payments by more than 7 days or the customer violates any obligation defined in point 5.3. GTC, or if circumstances become known that are capable of reducing the customer's creditworthiness (in particular, the suspension of payments to other persons, declaration of bankruptcy or authorization of reorganization, approval of debt relief). In these cases, the supplier is obliged to make deliveries that have not yet been fulfilled only in case of payment of all customer obligations in advance or in the case of providing security to which the supplier agrees. The supplier is entitled to unilaterally offset all of its claims against the customer, including those still unpaid, against the customer's still unpaid claims against the supplier.
- 6.7. Unless otherwise stipulated in the contract, the customer's payment first covers the supplier's claims for damages and contractual fines due to breach of contract, then the claims' accessories, and then the individual claims in the order of their maturity, starting with the first payable claim.
- 6.8. The supplier has the right to request advance payments of up to 100% of the total price of the delivery without VAT. Advances on the delivery price do not bear interest.

7. Delivery fulfillment

- 7.1. If the delivery time is not agreed in the contract, the supplier's deliveries will be carried out (fulfilled) according to its operational possibilities and according to the operational possibilities of the supplier's contractual partners, and that as soon as possible. Partial performance by the supplier is permissible and the customer is obliged to take over

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them properly. The customer undertakes to accept delivery delivered before and after the specified delivery time, with the exception of delivery delivered after 30 days from the specified delivery time.

- 7.2. Unavoidable events, such as force majeure, higher interventions, transport and customs delays, strikes, lockouts, pandemics, epidemics and the resulting restrictions, etc. and circumstances not caused by the supplier entitle the supplier to unilaterally extend the delivery period, or to withdraw from the contract.
- 7.3. If the delivery time is not agreed in the contract or the supplier delivers the item of delivery before or after the specified delivery time, the supplier undertakes to inform the customer of the delivery time by fax or e-mail at least 2 working days in advance. If the customer does not arrive at the place of delivery or refuses to accept the delivery item, the delivery item is delivered at the moment when the customer did not take delivery of the delivery item in violation of the contract.
- 7.4. Handing over the delivery to the customer or handing it over to the first carrier for delivery to the customer means that the risk of loss and damage to the delivery passes to the customer. In the event that the customer is to take delivery according to the contract on a certain day at the supplier's headquarters or business premises or at another designated place, the risk of loss and damage to the delivery passes to the customer on that day, even if the customer did not take delivery. At the customer's written request, the supplier undertakes to insure the delivery at the customer's expense. The customer is obliged to inform the method of insurance and the insurance amount.

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- 7.5. If the customer requests that the delivery be sent by the supplier, the place of fulfillment is the place where the delivery is handed over to the first carrier for delivery to the customer, with the supplier choosing the method of transport. Transport costs are paid by the supplier, unless otherwise agreed in the offer, order or contract. The delivery is handed over at the time it was handed over to the first carrier.
- 7.6. In the case of ordering the installation of equipment and computer programs, the customer is responsible for the capacity and compatibility of the existing computing and related technology or equipment (below and above in the text also called only "HW" or "hardware") and computer programs (below and above in the text also called just "SW" or "software"). In the event of incompatibility of existing HW and SW, the departure of a technician for installation and subsequent failure to carry out the installation, the customer undertakes to pay all costs for the failed installation to the supplier.

B) SPECIAL PART

8. Purchase agreement

- 8.1. The parties have agreed that the goods included in the delivery remain in the possession of the supplier until full payment of its price stated in the tax document, including accessories. For the purposes of VAT assessment, the day of taxable performance is the day of delivery of the goods, or payment of the price, depending on which performance occurred earlier..
- 8.2. The customer may stop or otherwise encumber the goods to which the reservation of ownership applies, until the time of transfer of ownership, only with the prior written consent of the owner of the goods. The customer is obliged to notify the supplier in writing without undue delay of any measures taken by third parties regarding the goods to which the reservation of ownership applies. The customer is obliged to notify the third party of the reservation of ownership rights. The customer bears all costs associated with the fulfillment of obligations under this point.
- 8.3. The supplier has the right, instead of withdrawing from the contract, to insist on the fulfillment of the contract by the customer, with the fact that he is entitled to demand the release of the goods to which the retention of title applies, and to have these goods in his possession (to ensure their storage at a third party at the customer's expense persons) until the customer pays the price or sufficiently ensures its payment.
- 8.4. The customer undertakes to allow the supplier to take over (remove) the goods subject to the retention of title no later than 1 week after the delay in payment of the price. If the supplier is authorized to collect the goods from the customer, the customer hereby consents to the supplier's authorized person being able to enter the supplier's business premises during normal business hours for the purpose of collecting the goods.
- 8.5. The customer undertakes, in the event of the supplier's withdrawal from the contract, to return to the supplier all delivered goods, including all components and accessories, in a condition corresponding to delivery, personally to the address of the supplier's registered office and within 1 week from the effective date of the withdrawal. The customer undertakes, in the event of a delay in fulfilling the obligation mentioned in the previous sentence, to pay the supplier a contractual penalty of 0.1% of the price including VAT agreed in the contract from which the supplier withdrew, for each day of delay. The customer further undertakes, in the event that the delay in fulfilling the obligation referred to in the first sentence of this point of the contract exceeds 40 days, to pay the supplier a contractual penalty in the amount of 10% of the price of the goods including VAT agreed in the contract from which the supplier withdrew.

9. Contract for work

- 9.1. The delivery price is payable at the time of delivery of the work.
- 9.2. The parties have agreed that the handover of the work by the supplier to the customer takes place in the form of a handover protocol (possibly an installation protocol or delivery note). The customer undertakes to take over the work and sign the handover protocol in the event that the work is flawless or shows only minor defects and unfinished works that do not prevent the use of the work. In the handover protocol, the supplier undertakes to remove minor defects and unfinished works within the period agreed in the handover protocol. In the event that the customer, in violation of the contract, refuses or does not accept the work, or does not appear for the handover of the work, the moment when the customer unjustifiably refused to take over the work and did not take over is considered the date of handover of the work. In such a case, the supplier will prepare a one-sided record of the handover of the work, which he will hand over to the customer.
- 9.3. If the delivery time is not agreed in the contract or the supplier delivers the delivery before or after the specified delivery time, the supplier undertakes to provide the customer with the delivery time by fax or e-mail at least 2 working days in advance. If the customer does not show up at the place of delivery, or rejects flawless work or work, shows only minor defects and incomplete work, take over, it applies to the handover of the previous period.
- 9.4. The customer undertakes to allow the supplier to take over (remove) the goods to which the reservation of title applies, no later than 1 week after the withdrawal from the contract. If the supplier is authorized to collect the goods from the customer, the customer hereby gives his consent for the supplier's authorized person to enter his business premises during normal business hours for the purpose of collecting the goods.
- 9.5. If the completion of the work does not result in the transfer of ownership by law, the provisions contained in points 8.1., 8.3 will apply even in the case of delivery of the work. and 8.4. GTC, in a manner corresponding to the deviations of the work contract.
- 9.6. The customer undertakes, in the event of the supplier's withdrawal from the contract, to dismantle, uninstall and return to the supplier all delivered goods, the delivery of which was part of the work, including all components and accessories in a condition corresponding to delivery, personally to the address of the supplier's registered office and within 1 week from effectiveness of withdrawal. The customer undertakes, in the event of a delay in fulfilling the obligation mentioned in the previous sentence, to pay the supplier a contractual penalty of 0.1% of the price including VAT agreed in the contract from which the supplier withdrew, for each day of delay. The customer further undertakes, in the event that the delay in fulfilling the obligation specified in the first sentence of this point of the contract exceeds 40 days, to pay the supplier a contractual penalty in the amount of 10% of the price of the goods including VAT agreed in the contract from which the supplier withdrew..

10. Service agreement

- 10.1. The parties have agreed that the supplier will provide (perform) service services to the customer within the period specified in the contract and these GTC, exclusively on the basis of the customer's request, if the terms or deadlines for the performance of the service service do not result directly from the contract. The service can also be provided through a third party.
- 10.2. The customer is obliged to address the request to the employee or employees of the supplier who are listed as contact persons in the contract. If the request is made by telephone, the customer is obliged to supplement it within 24 hours by submitting it in the form of a fax, e-mail or letter. The customer is obliged to provide at least the following information in the request: the reason for providing the service (in particular, a description of the requested service, detected defects and their manifestations and consequences); detailed description of the manufacturer, type, type and design of the HW and SW to which the service is to be applied; indicating the place/address of service performance; specifying the person who will be present and authorized to act on behalf of the customer during the provision of the service.
- 10.3. The supplier is not obliged to fulfill its obligations from the service contract, if the customer's request is not made and subsequently supplemented properly, i.e. in accordance with the previous point, and on time, i.e. at least 3 working days in advance, unless a shorter or longer period is specified in the contract.
- 10.4. Service services do not include, unless otherwise expressly agreed in the contract, the delivery, replacement or addition of the customer's HW or SW, when such delivery by the supplier is conditional on the conclusion of a relevant separate contract between the customer and the supplier. If the customer's HW or SW needs to be delivered, replaced or supplemented for the proper fulfillment of the service, the time for the fulfillment of the service service is extended by the time until the customer provides the SW or HW recommended or approved by the supplier and their commissioning at the place of delivery of the service, which will enable proper fulfillment services. The provision of SW or HW recommended or approved by the supplier is considered the cooperation of the customer necessary for the proper fulfillment of the delivery, while the supplier is entitled to set a reasonable period for the provision of such cooperation to the customer. In addition to the services provided by the supplier, as a result of the non-existence or non-functionality of the HW or SW required for the proper fulfillment or completion of the service, the supplier is entitled to bill in addition to the agreed price for the provision of the service, according to the supplier's price list, while the customer undertakes to pay the additional prices charged in this way.
- 10.5. A handover protocol will be written about the performance of the service service or an entry will be made in the service book (if its management is contractually agreed), where the time of handover of the repaired device by the supplier and its acceptance by the customer will be indicated, which will be confirmed by both parties to the contract. The customer is obliged to sign the handover protocol or the entry in the service book. In the event that the customer does not sign the handover protocol or the entry in the service book in violation of the contract, the supplier will prepare a one-sided record, which he will hand over to the customer or state this fact in the service book.

11. Software Licence Transfer Agreement

- 11.1. Unless specified otherwise by a specific software license transfer agreement, a software license transfer agreement is understood to be an agreement on the transfer of the right to use a copy of the software to the customer in accordance with the relevant provisions of the Copyright Act.
- 11.2. The customer is entitled to otherwise reproduce, translate, process, modify or otherwise change the software, and to use the software only in accordance with the license agreement of the software manufacturer, which he acceded to either by opening the original software package or by agreeing to the "license agreement" when installing the software.
- 11.3. The customer undertakes to provide the supplier for the purpose of installing the software with access to the device on which the software is to be installed and the necessary cooperation for the installation of the software.

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- 11.4. The parties have agreed that if the customer is 30 days late in paying the price, he loses the right to use the duplicated software the day after the expiration of the said period, he is obliged to uninstall the software immediately, not to use it any further or not to allow its use. This provision does not in any way affect or limit other consequences resulting from the customer's delay in payment according to the contract.
- 11.5. The customer undertakes to return any hardware key or other device for protection against unauthorized use of the software within 30 days from the day on which his right to use the software or the authorization to exercise the right to use the software expires (e.g. in the case of a product upgrade).
- 11.6. In the event of a conflict between this Agreement and the applicable Manufacturer's "License Agreement", the Manufacturer's "License Agreement" shall prevail.

12. Loan Agreement

- 12.1. With the loan agreement, the supplier undertakes to hand over to the customer the object of loan (equipment including necessary accessories for test operation, or replacement equipment including necessary accessories) in a condition suitable for proper use and to tolerate free use of the object of loan by the customer for the agreed period. The customer undertakes to use the borrowed object properly and only in accordance with the purpose that was agreed in the contract or for which the borrowed object usually serves. The customer undertakes to protect the object of loan from loss, destruction or damage and to compensate the supplier for all damages incurred as a result of loss, destruction or damage to the object of loan.

The customer undertakes to confirm to the supplier the handover of the borrowed object (equipment including its accessories) for use. If it is agreed in the contract that the customer is obliged to deposit an amount to ensure compensation for damage to the loaned object in the event of its loss, destruction or damage, the customer undertakes to pay such amount to the supplier no later than when the loaned object is handed over. The amount to be secured will be returned to the customer by transfer to the bank account indicated in the header of the contract no later than 10 days from the day the supplier takes over the borrowed item from the customer's use. The supplier is entitled to set off against the customer's claim for the return of the security amount all of his monetary claims against the customer from any contract concluded between the supplier and the customer. Unless otherwise agreed in the contract, the customer undertakes to hand over the item to the supplier

loans back no later than the day following the last day of the agreed loan period at one of the supplier's facilities. The supplier undertakes to confirm to the customer that he has taken back the borrowed item from the customer.

- 12.2. If the period of use of the borrowed item is not agreed in the contract, this period shall be 14 days.
- 12.3. The risk of damage to the item passes to the customer at the moment of handing over the borrowed item to the customer. The supplier is not liable to the customer for defects in the object of loan. The customer undertakes to bear all operating costs incurred for the operation of the object of loan, including the costs of consumables. If the supplier pays for the customer any costs that the customer is obliged to bear, the customer undertakes to pay the supplier the costs incurred in this way, on the basis of the re-billing of the costs and within the period specified in the re-billing.
- 12.4. The customer undertakes to use the borrowed object only in accordance with the relevant manuals and instructions for use and all instructions of the supplier or manufacturer of the borrowed object, including manuals, instructions and instructions listed on the website of the supplier or manufacturer of the borrowed object. The customer undertakes to comply with all technical standards governing the connection, installation, maintenance and use of the borrowed object and by signing the contract confirms that he has been familiarized with these technical standards. If damage occurs to the object of the loan due to non-fulfillment of the stated obligations, the customer is obliged to compensate the supplier for it.
- 12.5. The supplier is entitled to demand the return of the borrowed object even before the end of the agreed period of use, if he incurs an obligation or obligation to hand over the borrowed object to its owner, if the customer does not use the object properly or if he uses it contrary to the purpose for which it is used, or if the customer violates any obligation from any contract concluded between the supplier and the customer. The customer undertakes to return the loaned item to the supplier in the specified cases, within 2 days from the day on which he was asked to return it.

C) DELIVERY DEFECTS

13. Warranty conditions

- 13.1. The supplier provides a quality guarantee for the delivery.
- 13.2. The customer undertakes to carry out a proper and complete inspection and control of the delivery (completeness, quantity, type) without undue delay after the transfer of the risk of loss and damage to the delivery, before starting to use the delivery, if this is possible taking into account the nature of the delivery. The customer undertakes to carry out a test of the proper functionality of the delivery without undue delay after the risk of loss and damage to the delivery has passed. The customer undertakes without undue delay after becoming aware of a delivery defect or having the opportunity to become aware of a delivery defect, in particular taking into account the customer's obligations in point 13.2. GTC, notify/notify the supplier of the defect according to point 15.4. GTC. If the customer does not notify the supplier of the defect within the time limit according to the first sentence of this point, all claims of the customer from such an untimely notified defect shall expire.
- 13.3. The warranty applies to material defects, functional defects, or defects arising during delivery ensured by the supplier.
- 13.4. Pokud je součástí dodávky dodané dodavatelem zákazníkovi záruční list výrobce, pak je zákazník povinen respektovat pokyny uvedené na záručním listu. Pokud, dle daného záručního listu, provádí reklamaci smluvní partner výrobce, pak probíhá reklamacie dle podmínek smluvního partnera a v souladu s platným právním řádem. Zákazník se zavazuje dané podmínky respektovat.
- 13.5. If the manufacturer's warranty card is part of the delivery delivered by the supplier to the customer, then the customer is obliged to respect the instructions given on the warranty card. If, according to the given warranty card, the manufacturer's contractual partner makes the claim, then the claim is made according to the terms of the contractual partner and in accordance with the applicable legal order. The customer undertakes to respect the given conditions.
- 13.6. The warranty does not apply to delivery defects that were caused by the fault of the customer, use of the delivery in violation of the manufacturer's or supplier's instructions, further use of a damaged or incomplete or other (including type-matched delivery with other product or serial numbers) delivery, failure to carry out regular routine user inspections and maintenance according to the instructions of the manufacturer (in any form, especially in the attached manual) and the supplier, incorrect installation by the customer, inappropriate storage, incorrect use, computer viruses, use of consumables that do not correspond to the original specification, interventions in the delivery by a person other than the one authorized perform service, unless the customer proves that the above manipulation did not cause the defect. The supplier is not responsible for damage caused by a third party, atmospheric discharge in the electrical network, electrostatic discharge, connection to an electrical network that does not comply with the relevant ČSN and chemical influences. Furthermore, the warranty does not cover damage caused by natural disasters, violent damage, weather effects or operation under extremely unusual conditions (excessive dust, humidity, etc.) or in an aggressive environment. The warranty also does not cover damage to the device due to excessive mechanical wear. The warranty does not cover normal wear and tear. The warranty also does not cover worn parts such as printer heads, ink ribbons, type wheels, toners and other similarly worn materials if the damage is due to normal wear and tear..
- 13.7. The warranty does not apply to cases of non-functionality of the original SW installed by the supplier or manufacturer, caused by the intervention of the customer or a third party in the settings of the installed SW.
- 13.8. The supplier is not responsible for the compatibility of the delivery with other devices and SW applications for which the functionality requirement has not been explicitly mentioned by the customer..
- 13.9. Data storage devices are technical devices whose failure rate is an objective phenomenon and has a random character. Therefore, the supplier is not responsible for damages caused by data loss caused by a malfunction of the device intended for data storage. The supplier recommends the customer to reduce the risk of data loss by preemptively backing up the data on another suitable device.
- 13.10. Insignificant deviations in color, dimensions and/or other quality and performance parameters of the delivery do not establish rights from liability for defects.
- 13.11. The customer is obliged to keep copies of important data for the delivery he sends for repair, as they may be lost or damaged during the repair. The supplier is not responsible for lost or damaged data during the repair, which the customer could have backed up before the repair and thus prevent their loss or damage.
- 13.12. For deliveries or individual claimed parts for which no defect has been detected, the supplier will invoice the costs of testing and shipping back to the customer.
- 13.13. The warranty is not provided for the delivery of used goods, which are also declared in this way on the documents of their sale.
- 13.14. In the case of a purchase contract, the supplier is not responsible for defects caused by modifications to the goods without the prior written consent of the supplier by the customer or any third party not authorized to do so, for defects in the goods caused by use contrary to the manufacturer's and supplier's instructions in the documents delivered with the goods (in particular, instructions for use, warranty conditions), or communicated in another way. For used goods, the supplier is not responsible for defects caused by their use or wear. For goods sold at a lower price, the supplier is not liable for a defect for which a lower price was negotiated. The warranty for any item does not cover wear and tear caused by normal use.

14. Length of warranty period

- 14.1. The warranty period is 6 months, unless a different warranty period is indicated on the tax document, delivery note or warranty certificate issued and confirmed in writing by the supplier.

15. Claims procedure

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- 15.1. The Complaints Regulations govern the conditions and process of handling complaints for supplies delivered by the supplier to the customer, unless otherwise expressly stated elsewhere in these GTC.
- 15.2. Complaint processing**
When the customer receives the delivery and inspects it, he checks the product and serial numbers of the products and the numbers marked on the warranty card issued and confirmed in writing by the supplier, and if he finds a difference, he contacts the supplier within three days. The supplier's business center will ensure that the resulting difference is eliminated and a new warranty certificate will be sent. Failure to follow this procedure exposes the customer to the risk that, due to the difference between the product's serial number and the number listed on the warranty card, his claim will not be accepted.
- 15.3. In order to make a claim, it is necessary in all cases to present a warranty certificate issued and confirmed in writing by the supplier or proof of payment and delivery of the delivery whose defects are being claimed. In order to claim the delivery of a license, it is necessary in all cases to present proof of payment and delivery of the license whose defects are being claimed.
- 15.4. The customer is obliged to apply/notify the complaint by written (or fax or e-mail) notice of the detected defects of the subject of delivery – goods/license, to the supplier's headquarters or his place of business where the contract was concluded.
- 15.5. The supplier undertakes to handle the claim as soon as possible according to its operational capabilities.
- 15.6. Complaints about consumables are fundamentally governed by the manufacturer's instructions and directives.
- 15.7. The supplier handles the claim in one of the following ways:
- by delivering the missing part of the delivery,,
 - by providing a discount,
 - by removing the defect free of charge,
 - by exchanging the delivery.
- 15.8. For the delivery of the license, the complaint will be handled in one of the following ways:
- by delivering the missing part of the license delivery,
 - by changing the medium.
- 15.9. The costs of justified complaints are borne by the supplier.

If the delivery is handed over for repair or for the purpose of assessing the reasonableness of the complaint by the supplier, the warranty period is extended by the time of repair and the period of assessment of the reasonableness of the complaint. If the delivery is replaced, the new warranty period starts.

16. Early termination of the contract

- 16.1. In the case of contracts whose subject is recurring performance, regardless of whether the contract is concluded for a fixed or indefinite period, the supplier is entitled to terminate the contract at any time, even without giving a reason, while the notice period is three (3) months and starts from the first day of the calendar month following the month in which the written notice was delivered to the other contractual party and ends on the last day of the relevant third calendar month.

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16.2. In addition to the reasons expressly stated in these GTC, the supplier is entitled to withdraw from the contract resulting from generally binding legal regulations, in particular Act No. 89/2012 Coll., Civil Code.

17. Governing Law

17.1. The contract is governed exclusively by Czech law, in particular by the relevant provisions of the Civil Code. The decisive law for any disputes arising in connection with the contract is the law of the Czech Republic. The contracting parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods if it would otherwise apply.

These General Terms and Conditions of XANADU a.s. for entrepreneurs, version 6.0, valid from: October 1, 2021.