

A) GENERAL PART

1. General provisions

1.1. These General Terms and Conditions of XANADU a.s., consumer version (hereinafter referred to as the "GTC") govern the legal relationships from contracts concluded between the company XANADU a.s., Company 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 "XANADU a.s." or "supplier") 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, when concluding and performing the contract, acts outside the scope of his business activities or outside the scope of independent performance of their profession. These General Terms and Conditions govern legal relationships from all purchase agreements and software license transfer agreements as defined in these General Terms and Conditions, if the company XANADU a.s. on the part of the seller, the transferor, and unless otherwise expressly agreed in writing by the parties to a specific contract. GTC are published on the Internet (www.xanadu.cz). GTC are after the conclusion of the relevant contract between XANADU a.s. and sent by the customer in text form together with the wording of the contract in the form of a definition of the subject of delivery, the price and the price of possible transport to the e-mail provided by the customer. GTC are applied in the case of concluding a contract by means of remote communication, i.e. both for the supplier's e-shop and the conclusion of the contract via the e-shop, and for the conclusion of the contract via e-mail (e-mail communication).

2. Definition of terms

- 2.1. **Contract** means purchase contract, software license transfer contract.
- 2.2. **Supplier** means the company XANADU a.s. as a seller of goods, transferor of software licenses.
- 2.3. **A customer** is understood as a buyer, software licensee, who, when concluding and fulfilling the contract, acts outside the scope of his business activity or outside the scope of the independent performance of his profession.
- 2.4. **Delivery** means delivery of goods, transfer of software licenses.
- 2.5. **The subject of delivery** is understood as the goods, the transfer of software licenses, including the documents necessary for their acceptance and use of the software. Instead of the Subject of delivery, **the product** designation can also be used in these GTC.
- 2.6. **The place of delivery** means the place of delivery of the goods, the place of installation or transfer of the software.
- 2.7. **Delivery time** means the time of delivery of the goods by the supplier and its acceptance by the customer or the first carrier (purchase agreement), the time of delivery of the installed or non-installed software by the supplier and its acceptance by the customer or the first carrier (software license transfer agreement).
- 2.8. **Price** means the agreed price of the goods or 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:
 - a) 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"),
 - b) 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. **The 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. Rights and obligations of the supplier and the customer

- 3.1. The supplier undertakes to fulfill the delivery at the place of performance agreed in the contract and, in the case of a purchase contract, at the place specified by the buyer and at the time of delivery agreed in the contract.
- 3.2. The customer undertakes to pay the price by transfer to the supplier's bank account specified in the tax document by the agreed due date or, in cash, including card payment and cash on delivery upon receipt of the goods. 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 contract and these GTC.
- 3.3. 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 supplier, which are part of the offer, 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. Price and payment terms

- 4.1. In the case of using the e-shop, the price including all shipping costs is stated before the customer makes a binding order, and in the case of e-mail communication, it is stated in the supplier's offer, always in the range of the price without VAT and the price including VAT and shipping costs without VAT and shipping costs including VAT. If several transport options are listed in the supplier's offer, the cost for each of the transport options without VAT and including VAT is always indicated, and the customer chooses from the offered transport methods. The customer chooses from the following method of transport and payment of the price: a) Cash on delivery: payment takes place when the customer receives the goods from Direct Parcel Distribution CZ s.r.o. (hereinafter referred to as "DPD"), b) DPD in advance: payment of the entire price for the goods takes place in advance before delivery of the goods to the customer on the basis of an advance invoice sent to the customer. Payment is made to the supplier's account indicated on the advance invoice. The advance invoice is sent to the e-mail specified by the customer. After payment of the full price to the supplier's account according to the advance invoice, the goods are sent to the customer via DPD.
- 4.2. The customer undertakes to pay the supplier the price or part of it in the required amount, either upon taking over the goods (COD variant) or in advance on the basis of an advance invoice (DPD in advance variant), unless otherwise agreed in the contract. The supplier will issue a tax document corresponding to the delivery.

5. Delivery fulfillment

- 5.1. 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.
- 5.2. Unavoidable events, such as force majeure, higher interventions, transport and customs delays, strikes, lockouts, pandemics, epidemics and the restrictions resulting from them, etc. and circumstances not caused by the supplier entitle the supplier to unilaterally extend the delivery period, or to withdraw from the contract.
- 5.3. Upon acceptance of the delivery by the customer, the risk of loss and damage to the delivery passes to the customer.

B) SPECIAL PART

6. Purchase contract

- 6.1. With the purchase contract, the supplier undertakes to hand over the goods to the customer at the agreed place of delivery and enable him to acquire ownership, and the customer undertakes to take over the goods and pay the price.
- 6.2. If the customer requests it, the supplier will confirm to him in writing the extent and duration of his obligations in case of defective performance. In the confirmation, he will also state his name, address and identifying information, as well as other information necessary to establish his identity.
- 6.3. The customer will take over the goods at the place specified by him in the binding order or in the concluded contract.

7. Software Licence Transfer Agreement

- 7.1. An agreement on the transfer of software licenses is an agreement on the transfer for consideration of the right to use a copy of the software in accordance with the relevant provisions of the Copyright Act.

- 7.2. The customer is entitled to otherwise reproduce, translate, process, modify or otherwise change the software and 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.
- 7.3. 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.
- 7.4. The parties have agreed that if the customer is 30 days in arrears with the payment of the price, he loses the right to use the copy of the software, or the authorization to exercise the right to use the software, if it has been transferred to him, the following day after the expiry of the said period, he is obliged to uninstall the software immediately, not to use it further or allow it to be used in any way. The customer is not entitled to interfere with the software in any way, copy it or otherwise transform it, with exceptions according to the license agreement of the manufacturer or according to applicable legal regulations. The customer is not entitled to interfere in any way with the software, software documentation and transferred materials, to reproduce them beyond the scope of the authorizations established by the copyright law or the relevant agreement on the transfer of software licenses, in particular to transfer them to third parties, to enable their use by third parties, or to develop computer programs based on the software or use the software as a template in the development of computer programs, all in violation of the relevant software license transfer agreement or copyright law. Copying to a hard disk or other portable data carrier, as well as copying of paper documents, is also considered reproduction.
- 7.5. 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).
- 7.6. In the event of a conflict between the software license transfer agreement and the relevant manufacturer's "license agreement", the manufacturer's "license agreement" shall prevail.

C) DELIVERY DEFECTS

8. Warranty conditions

- 8.1. The supplier provides a quality guarantee for the delivery. The warranty period is 24 months in the case of a purchase contract, unless a longer quality warranty period is agreed or unilaterally provided (for example, by information on the delivery note, tax document). The quality guarantee begins on the day the customer receives the goods. The warranty applies to material defects, functional defects, or defects arising during delivery ensured by the supplier.
- 8.2. In the case of a purchase contract, the supplier has obligations from defective performance at least to the extent that the obligations from defective performance of the manufacturer last. **Scope of liability for defects in the purchase contract:** The supplier is responsible to the customer that the goods are free of defects upon receipt. In particular, the supplier shall answer to the customer that at the time the customer took over the goods:
 - a) the item (goods) has the properties agreed upon by the parties, and if there is no agreement, such properties that the supplier or manufacturer has described or that the customer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,
 - b) the item (goods) is suitable for the purpose that the supplier states for its use or for which the item of this type is usually used,
 - c) the item (goods) corresponds in quality or design to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
 - d) is the thing (goods) in the corresponding quantity, measure or weight,
 - e) the thing (goods) complies with the requirements of legal regulations.
- 8.3. If a defect becomes apparent within six months of receipt, it is considered that the item was already defective upon receipt.
- 8.4. 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.
- 8.5. **Claims from defective performance in the purchase contract:** The customer is entitled to exercise the right from a defect that occurs in the goods within twenty-four months of receipt, or in a longer warranty period, if it was provided or negotiated.
- 8.6. If the goods do not have the properties listed above, the customer can request:
 - a) delivery of a new item without defects, if this is not unreasonable due to the nature of the defect,
 - b) if the defect concerns only a part of the item, the customer can only request the replacement of the part;
 - c) if the exchange according to the above is not possible or the delivery of a new item is not possible, the customer can withdraw from the purchase contract.
 - d) however, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without unnecessary delay, the customer has the right to have the defect removed free of charge,
 - e) the customer has the right to the delivery of a new item or the replacement of a part even in the case of a removable defect, if he cannot properly use the goods due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the customer also has the right to withdraw from the purchase contract.
 - f) if the customer does not withdraw from the purchase contract or if he does not exercise the right to deliver a new item without defects, to replace its part or to repair the item, he may request a reasonable discount. The customer has the right to a reasonable discount even if the supplier cannot deliver a new item without defects, replace its part or repair the item, as well as in the event that the supplier does not remedy the situation in a reasonable time or that the remedy would cause significant difficulties for the customer.
 - g) The right of defective performance does not belong to the customer, if the customer knew before taking over the goods that the item had a defect, or if the customer himself caused the defect.
 - h) if the goods have a defect for which the supplier is liable, and if the goods are sold at a lower price or used goods, the customer has the right to a reasonable discount instead of the right to exchange the item.
- 8.7. The right from defective performance does not apply: (i) in the case of an item sold at a lower price to a defect for which a lower price was agreed, (ii) to wear and tear of the item caused by its usual use, (iii) in the case of a used item to a defect corresponding to the degree of use or wear, which the item had when the customer took it over, (iv) if it follows from the nature of the item.
Other warranty exclusions: 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, continued 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 inspection 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, interference with the delivery by a person other than is authorized to 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 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. **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.
- 8.8. 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.
- 8.9. 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.

- 8.10. 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.
- 8.11. The customer is obliged to check the completeness, faultlessness and functionality of the delivery immediately after delivery, before starting to use the delivery, including checking the product and serial numbers of the products and the numbers marked on the delivery or warranty card.
- 8.12. For deliveries or individual claimed parts for which no defect claimed by the customer has been found, the supplier can charge the costs of testing and shipping back to the customer.
- 8.13. If the complaint is justified, the customer has the right to pay the costs associated with the application of the defect (complaint), especially the costs of postage (sending the goods to the supplier) and back.
- 8.14. **Claims from defective performance in the software license transfer agreement:** In the case of delivery consisting in the transfer of software licenses, the warranty provided by the supplier applies exclusively to the physical unreadability of the media and malfunctions of hardware accessories to the software (HW key, etc.) and does not apply to the functionality of the SW. All guarantees regarding the functionality of the SW derive exclusively from the warranty conditions contained in the "license agreement" of the software manufacturer. The customer has the right to apply for the removal of the defect for which the warranty is provided, this does not apply to the functionality of the SW, which is governed by the "license agreement" of the software manufacturer.

9. Claims procedure

- 9.1. The Complaints Regulations regulate the conditions and process of handling complaints on supplies delivered by the supplier to the customer.

Complaint processing:

- 9.2. The customer can exercise rights from the defect with the supplier. For this purpose, he can use the following contacts: E-MAIL: info@xanadu.cz, ADDRESS: Žirovnická 2389, 10600 Prague 10 or at any branch of the supplier (contact details and addresses are listed at www.xanadu.cz).
- 9.3. In order to make a complaint, it is necessary in all cases to present the warranty card or the delivery note of the goods whose defects are being complained about.
- 9.4. In the event of a personal claim of a defect (complaint), the supplier will issue a written confirmation to the customer of when the customer has exercised the right, what the content of the claim is and what method of handling the claim the customer requires; further confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or written justification for the rejection of the complaint. Complaints, including handling of the defect, unless a different deadline has been agreed with the customer, will be dealt with within 30 days from the day the complaint is made. The futile expiration of the deadline is considered a material breach of the contract.
- 9.5. In the case of a claim by e-mail or letter, a confirmation of the claim with the details specified in the previous paragraph will be sent to the customer by e-mail or post.
- 9.6. 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..

10. Out-of-court settlement of consumer disputes

- 10.1. According to Act No. 634/1992 Coll., on consumer protection, the customer has the right to an out-of-court settlement of a consumer dispute arising from the Contract. The entity that is authorized to carry out an out-of-court settlement of such a dispute is the Czech Trade Inspection. The website of the Czech Trade Inspection, which provides more detailed information, is: www.coi.cz.
- 10.2. An out-of-court settlement of a consumer dispute is initiated exclusively at the request of the customer, and only if the dispute could not be settled directly with the supplier. A proposal to initiate a consumer dispute can be submitted no later than 1 year from the date on which the customer exercised his right, which is the subject of the dispute, with the supplier for the first time.
- 10.3. In the case of cross-border disputes, the European Consumer Center Czech Republic helps consumers to access the relevant out-of-court settlement of consumer disputes.
- 10.4. The customer can also submit a proposal through the EU out-of-court consumer dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/>. Only a consumer living in the EU can submit a proposal here to a trader based in the EU.
- 10.5. If the consumer dispute cannot be settled directly, the supplier will provide the customer with the information specified in paragraph 10.1. in paper form or on another permanent data carrier.
- 10.6. The supplier is authorized to sell on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction.

11. Governing Law

- 11.1. 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.

These General Terms and Conditions of XANADU a.s. for consumers, version 6.0 is valid from 10/01/2021.