A) GENERAL PART

1. General Provisions

1.1. These General Terms and Conditions of **XANADU a.s.,** entrepreneur version (hereinafter the "GTC"), govern legal relations arising from contracts concluded between **XANADU a.s.**, Company ID No.: 14498138, registered office at Žirovnická 2389, 10600 Praha 10 – Záběhlice, entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 17555 (hereinafter "**XANADU** a.s."), as the **supplier** within the meaning of Article 2 of the GTC, and the 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 legal relations arising from all purchase agreements, contracts for work, service contracts, software licence transfer agreements, loan-for-use agreements and their combinations, where XANADU a.s. is the seller, contractor, service provider, transferor or lender, unless the parties to a specific contract expressly agree otherwise in writing. The GTC are published on the internet (www.xanadu.cz) and are available for inspection at the business centres of XANADU a.s.
1.2. The parties agree that the provisions of the GTC shall apply whenever the contract does not contain a specific provision that excludes or replaces a provision of the GTC.
1.3. These GTC also govern legal relations arising from contracts concluded between XANADU a.s. and the customer which were not concluded in writing. In such a case, the parties may not exclude or replace specific provisions of the GTC by agreement.
1.4. In the event of the supply of digital content, Sections 2389a to 2389u of Act No. 89/2012 Coll., the Civil Code, as amended, shall not apply, and all rights and obligations shall be governed by these GTC, unless the parties to a specific contract expressly agree otherwise in writing.

2. Definitions

2.1. "**Contract**" means a purchase agreement, contract for work, service contract, software licence transfer agreement, loan-for-use agreement, or any combination thereof.
2.2. "**Supplier**" means XANADU a.s. acting as seller, contractor, service provider, software licence transferor, or lender.
2.3. "**Customer**" means the buyer, client, service recipient, software licence acquirer, or borrower (loan-for-use).
2.4. "**Supply**" means the delivery of goods, including installation if agreed, performance of work, provision of services, transfer of software licences, or delivery of the item loaned for use.
2.5. "**Subject of Supply**" means the goods, work, service, software licence transfer, or the loaned item.
2.6. "**Place of Delivery**" means the place of delivery of goods, handover of the work, provision of services, place of installation or handover of software, or place of delivery of the loaned item.
2.7. "**Time of Delivery**" means the time of handover of the goods by the supplier and their acceptance by the customer or the first carrier (purchase agreement), the time of handover of the work by the supplier and its acceptance by the customer (contract for work), the time of handover of the repaired device by the supplier and its acceptance by the customer (service contract), the time of handover of installed or non-installed software by the supplier and its acceptance by the customer or the first carrier (software licence transfer agreement), or the time of handover of the loaned item by the supplier and its acceptance by the customer (loan-for-use agreement).
2.8. "**Price**" means the agreed price of goods, price of work, price of services, or consideration for the transfer of software licences.
2.9. "**Fulfilment of the Supply**" means fulfilment of the supplier's obligation to deliver the Subject of Supply.
2.10. For the purposes of these GTC, "**Software Licence**" means:
a) the authorisation to exercise the right to use software as defined in Section 12 of Act No. 121/2000 Coll., the Copyright Act, on copyright and rights related to copyright and amending certain laws (the "Copyright Act");
b) title or other right to a copy of the software (computer program) for the purpose of its use, and not for the purpose of its further transfer.
2.11. "**Software Manufacturer**" means the author of the software or a person authorised to exercise the right to use the work (licence holder within the meaning of the Copyright Act), provided that such authorisation includes the right to reproduce or distribute the original or copies of the work.
2.12. "**Digital item**" means digital content, i.e., any data in digital form created and provided for the Customer's own use.

3. Enquiry by the Prospective Buyer, Offer of XANADU a.s., Conclusion of Contract, Cancellation Fee

3.1. A written offer by XANADU a.s. to deliver (the "Offer") is always prepared by a sales representative of XANADU a.s. on the basis of an invitation by the prospective buyer to make an offer (the "Enquiry"). Any request for quotation shall be deemed an Enquiry regardless of its designation, i.e., even if designated as a purchase order or proposal to conclude a contract. The Enquiry may be made in person, by telephone, by e-mail, by letter, etc.
3.2. The Offer contains the Subject of Supply, Place of Delivery, Time of Delivery, price excluding VAT unless expressly stated otherwise, certificates of the supplier and of the Subject of Supply necessary for due performance, and any other data requested by the customer.
3.3. The supplier may grant discounts from its standard prices; any discount is specified in the supplier's Offer. Prior negotiations on a discount are not binding.
3.4. The period for acceptance of the Offer by the customer is 5 business days from the date stated in the Offer and, if no such date is stated, from the date the Offer is sent. The Offer may be revoked only if this follows from its contents. The concluded contract fully replaces the parties' rights and

obligations arising from prior negotiations, communications, and proposals.
3.5. The supplier declares it is interested in concluding the contract with the customer only if agreement is reached on all particulars stated in the Offer and/or proposed by the parties during the negotiations. Agreement on only some particulars shall not result in a concluded contract and the arrangements agreed shall not bind the parties.
3.6. The supplier reserves the right to revoke the Offer to conclude the contract. The Offer may be revoked only if the supplier's revocation reaches the customer before the customer has sent its acceptance.
3.7. The supplier excludes the possibility for the customer to accept the supplier's Offer with any addition and/or deviation (including immaterial ones). A manifestation of will by the customer containing any additions and/or deviations from the Offer shall constitute a rejection of the Offer as a whole and shall be deemed a new offer by the customer. Likewise, a manifestation of will by the supplier containing any additions and/or deviations from the customer's offer shall constitute a rejection of the customer's offer and a new offer by the supplier.
3.8. The supplier excludes the possibility that any part of the contract be determined by reference to terms and conditions other than these XANADU a.s. terms and conditions, even where such terms would not conflict.
3.9. The customer assumes the risk of a change of circumstances under Section 1765 of Act No. 89/2012 Coll., the Civil Code, and shall not seek to reopen negotiations even if the change is so material that it creates a particularly gross disparity to the detriment of one party either by disproportionate increase of performance costs or disproportionate reduction in the value of the subject of performance.
3.10. At the customer's request, which the customer may make and deliver to the supplier no later than 5 days before the Time of Delivery, the parties may agree to change part of the Subject of Supply and accordingly the price. If the parties reach such agreement, the supplier is entitled to invoice together with the price of the Supply and the customer is obliged to pay, in respect of the part of the Subject of Supply originally to be delivered, a cancellation fee in the amount agreed by the parties within such agreement, and if not agreed, a cancellation fee equal to 10% of the price of the part of the Subject of Supply (e.g., goods) excluding VAT which will not be delivered as agreed.

4. Rights and Obligations of the Supplier and the Customer

4.1. The supplier undertakes to perform the Supply at the Place of Delivery and at the Time of Delivery agreed in the contract. If the Place of Delivery is not agreed, it shall be the supplier's registered office or an establishment designated by the supplier after conclusion of the contract.
4.2. The customer undertakes to pay the Price in cash or by bank transfer to the supplier's account stated on the tax document within the due date agreed in the contract or these GTC. The customer undertakes to provide the supplier without undue delay all cooperation necessary for due and timely fulfilment of the supplier's obligations arising from the contract and/or these GTC.
4.3. If fulfilment of the supplier's obligations under the contract and/or these GTC is conditional upon the customer's cooperation, the Time of Delivery shall be postponed by the number of days the customer is in delay in providing such cooperation. In addition to the conditions for performance and obligations of the customer stipulated in the contract, the customer's cooperation necessary for performance shall, having regard to the nature of the contract, include in particular: ensuring the necessary functionality, capacity and compatibility of the customer's existing software and hardware and granting the supplier access thereto; ensuring the readiness of the Place of Delivery; providing and handing over information, data and answers requested by the supplier; ensuring the customer's active participation (including prompt and comprehensive communication of comments and requirements, participation of personnel who will operate the Subject of Supply in training and operation) during and after completion of the Supply in tests, demonstrations, commissioning or trial operation; granting the supplier access to the Place of Delivery; ensuring proper and timely performance of a third party's obligations where such third party is the customer's contractual partner; ensuring acceptance of the Supply in conformity with the contract including written confirmation of acceptance, prompt and comprehensive inspection of the Supply and notification of deficiencies.
4.4. The customer and the supplier undertake to inform each other if a decision is adopted on their dissolution or transformation (if a legal person), if an insolvency petition is filed against them, or if enforcement or execution is ordered against their assets. The customer and the supplier undertake to provide the other party with such information including all decisive facts within three business days of learning of the event. The customer and the supplier undertake, where this obligation is not duly performed and such failure impedes or prevents fulfilment of any agreed obligations of the breaching party towards the other party, to pay the other party a contractual penalty equal to 10% of the sum of prices including VAT agreed in contracts concluded between the supplier and the customer in which the Supply has not yet been performed and the Price has not yet been paid.
4.5. The supplier is entitled to withdraw from the contract if a decision is adopted on the customer's dissolution or transformation (if a legal person), or if an insolvency petition is filed against the customer, or if enforcement or execution is ordered against the customer's assets.
4.6. The supplier is entitled to record and process for its own purposes data about customers obtained from or in connection with business relations. The customer gives the supplier its express consent to this.
4.7. The customer acknowledges that unaccepted offers of the supplier, as well as the supplier's drawings, technological documentation and other documents, may be protected by intellectual property rights (copyright and industrial rights) and may form part of the supplier's trade secrets. The aforesaid documents must be returned to the supplier without undue delay upon request and may not be made available or handed over to third parties without the supplier's written consent.
4.8. Before first use of the Supply, the customer undertakes to familiarise itself in detail with all rules for its use contained in the manufacturer's and supplier's manuals and guides forming part of the Supply. The customer undertakes to notify the supplier in writing of all questions and uncertainties

concerning the rules of use without undue delay after reviewing the accompanying documents and not to use the Supply until the supplier provides an explanation.
4.9. If, in performing a contract for work or a combination thereof, the supplier creates a result that is the subject of industrial or other intellectual property rights, or any other result, the supplier is entitled to provide such result to third parties without any limitation.
4.10. If the result of the supplier's activities in performing a contract for work or a combination thereof is any performance that is the subject of industrial or other intellectual property rights, the customer, unless expressly agreed otherwise in the contract, is authorised to use it only for its own needs and only in a manner customary given its nature and the purpose for which it is usually intended. Notwithstanding the foregoing, unless expressly agreed otherwise, the customer is not authorised to distribute, lease or lend the original or a copy of any performance resulting from the supplier's activities in performing the contract and that is the subject of industrial or other intellectual property rights, or any part thereof, whether in original or altered form, separately or as a set or in connection with another work or elements, or to enable a third party to use the original or a copy of any such performance or any part thereof in any manner and/or for any purpose.
4.11. The customer's authorisation to use performance that is the subject of industrial or other intellectual property rights under clause 4.10 arises only on the day of full payment of the total price under the relevant contract to the supplier. Unless it terminates earlier in another way, the authorisation terminates on the day of withdrawal from the relevant contract by either party.
4.12. The customer is not authorised to use performance that is the subject of industrial or other intellectual property rights in any manner and/or for any purpose other than under clause 4.10 without the supplier's consent granted in writing to the customer or without a written agreement (licence agreement) concluded between the customer and the supplier. The supplier declares it requires such consent or agreement to be in writing and does not intend to be bound without written form. This arrangement may not be amended other than in writing.

5. Liability of the Supplier and the Customer for Breach of Contractual Provisions

5.1. In the event of delay in payment of even part of the Price or any agreed payment, the customer undertakes to pay the supplier, regardless of fault, a contractual penalty of 0.05% of the outstanding amount for each day of delay.
5.2. In the event of delay in providing cooperation under the contract or clause 4.3 of the GTC, the customer shall pay the supplier a contractual penalty of 0.1% of the total price of the Supply including VAT, in respect of the relation in which it is in delay, for each day of delay.
5.3. The customer undertakes to pay the supplier, regardless of fault, a contractual penalty of 10% of the total price of the Supply including VAT if, with respect to the relevant Supply:
a) the customer is in delay longer than 10 days in providing cooperation under the contract and/or the GTC;
b) the customer is in delay in paying even part of the Price for more than 10 days;
c) the customer is in delay in accepting the Supply for more than 10 days;
d) the customer is in delay in fulfilling obligations under clauses 4.4 and 4.7 of the GTC for more than 10 days;
e) the customer is in delay in fulfilling any other obligation under the contract or the GTC (other than those secured in items a)–d)) for more than 30 days.
5.4. In the event of delay in performing the Supply or in remedying a defect during the warranty period, the supplier undertakes to pay the customer a contractual penalty of 0.05% of the total price of the Supply including VAT for the relevant relation for each day of delay.
5.5. A material breach of contractual obligations means any breach defined in clause 5.3 of the GTC.
5.6. Payment of any contractual penalty by the customer under the GTC or the contract shall not affect the supplier's right to damages exceeding the amount of the contractual penalty paid. Withdrawal from the contract shall not affect claims for contractual penalties, damages, and provisions of the contract or the GTC governing the calculation and assertion of contractual penalties and damage claims.
5.7. "Damages" shall include in particular: costs incurred in returning the Supply; substitute sale of the Supply; the difference between the price under this contract and the price of the substitute sale; all supplier's costs of procuring and performing the Supply under the contract where the entire undamaged Supply cannot be returned or the supplier cannot, due to factual/material or legal obstacles, sell the returned Supply to a third party; costs of enforcing rights under this contract against the other party. The liable party undertakes to pay such determined damages to the injured party.

6. Price and Payment Terms

6.1. The Price corresponds to the supplier's Offer, if made prior to conclusion of the contract, or the supplier's price list valid at the time the Offer was sent. The supplier's price list is continuously updated and regularly published at www.xanadu.cz. All prices in the price list, Offer or contract are stated exclusive of VAT and do not include costs of transport, packaging and insurance, postage, or export costs outside the Czech Republic. The supplier is entitled unilaterally to increase the price by costs of transport, packaging and insurance according to the valid price list, by postage, and, for deliveries outside the Czech Republic, also by export and import costs (customs, fees, costs of obtaining documents, etc.), and the customer is obliged to pay the increased price. The supplier is entitled to invoice and demand payment of the price including VAT in the amount corresponding to applicable law, and the customer is obliged to pay the VAT increase.
6.2. Price clause. If, between conclusion of the contract and the Time of Delivery (where this period is at least 20 days), there is an increase in: a) customs rates, import or export charges; b) prices of services and supplies by third parties necessary for the supplier's delivery, in particular due to changes in exchange rates of the relevant currencies or increases in energy, inputs and transport prices or inflation, the supplier shall be entitled,

without further action, unilaterally to increase the price, but only by an amount corresponding to such increase. The customer accepts the price increase described above. The price shall be changed, under Section 2154 et seq. of Act No. 89/2012 Coll., the Civil Code, even if the contract is other than a purchase agreement.
6.3. The customer shall pay the Price in Czech currency unless the parties agree otherwise. All financial and tax documents must correspond to the chosen currency.
6.4. The customer undertakes to pay the supplier the Price or part thereof in the required amount before delivery unless agreed otherwise. The supplier shall issue a tax document corresponding to the Supply. If, under the parties' agreement, the Price is due after delivery of the tax document and the parties have not agreed a due date, the due date shall be 14 days.
6.5. The Time of Delivery shall be extended by the duration of any customer's delay in payment of the Price or any part thereof.
6.6. The parties agree that all the supplier's claims (in particular agreed instalments) against the customer that are not yet due shall become immediately due if the customer is in delay with any payment for more than 7 days, or breaches any obligation defined in clause 5.3 of the GTC, or if circumstances become known that may reduce the customer's creditworthiness (in particular suspension of payments to other persons, declaration of bankruptcy or approval of reorganisation, approval of debt relief). In such cases, the supplier shall perform outstanding deliveries only against advance payment of all the customer's liabilities or upon provision of security acceptable to the supplier. The supplier is entitled unilaterally to set off all its claims against the customer, including not-yet-due claims, against the customer's claims against the supplier, including not-yet-due claims.
6.7. Unless otherwise agreed, the customer's payment shall first cover the supplier's claims for damages and contractual penalties due to breach, then accessories of the claim, and then individual claims in order of their maturity starting with the earliest due claim.
6.8. The supplier has the right to demand advance payments up to 100% of the total price of the Supply excluding VAT. Advances are non-interest bearing.

7. Fulfilment of the Supply

7.1. If the Time of Delivery is not agreed, supplies shall be performed according to the supplier's operational possibilities and those of its contractual partners, as soon as possible. Partial performance by the supplier is permissible and the customer is obliged to duly accept it. The customer undertakes to accept delivery made before or after the Time of Delivery, except where delivered more than 30 days after the Time of Delivery.
7.2. Unavoidable events such as force majeure, superior interventions, transport and customs delays, strikes, lockouts, pandemics, epidemics and resultant restrictions, etc., and circumstances not caused by the supplier entitle the supplier unilaterally to extend the Time of Delivery or to withdraw from the contract.
7.3. If the Time of Delivery is not agreed or the supplier delivers the Subject of Supply before or after the Time of Delivery, the supplier undertakes to notify the customer of the Time of Delivery by phone or e-mail at least 2 business days in advance. If the customer does not arrive at the Place of Delivery or refuses to accept the Subject of Supply, the Subject of Supply shall be deemed delivered at the moment the customer failed to take delivery contrary to the contract.
7.4. Handover of the Supply to the customer or to the first carrier for delivery to the customer constitutes transfer of the risk of loss of and damage to the Supply to the customer. If the customer is to take over the Supply on a specific day at the supplier's registered office or establishment or another designated place, the risk of loss and damage shall pass to the customer on that day even if the customer fails to take delivery. Upon the customer's written request, the supplier undertakes to insure the Supply at the customer's expense. The customer shall specify the insurance method and sum insured.
7.5. If the customer requests shipment of the Supply by the supplier, the Place of Performance shall be the place of handover to the first carrier for delivery to the customer, and the transport method shall be chosen by the supplier. Freight is paid by the supplier unless otherwise agreed in the Offer, order or contract. The Supply is handed over when handed to the first carrier.
7.6. Where installation of devices and computer programs is ordered, the customer is responsible for the capacity and compatibility of existing computer and related technology or devices ("HW" / "hardware") and computer programs ("SW" / "software"). In case of incompatibility of existing HW and SW, technician travel for installation and subsequent failure to install, the customer undertakes to reimburse the supplier all costs of the unperformed installation.

B) SPECIAL PART

8. Purchase Agreement

8.1. The parties agree that goods forming part of the Supply shall remain the supplier's property until full payment of its price stated on the tax document including accessories. For VAT purposes, the taxable supply date is the date of delivery of the goods or payment of the price, whichever occurs first.
8.2. The customer may pledge or otherwise encumber goods subject to retention of title only with the owner's prior written consent until title passes. The customer shall notify the supplier in writing without undue delay of any third-party measures relating to such goods. The customer shall inform the third party of the retention of title and shall bear all costs associated with fulfilment of this clause.
8.3. Instead of withdrawing from the contract, the supplier may insist on the customer's performance and demand surrender of the goods subject to

retention of title and keep such goods in its possession (or arrange storage with a third party at the customer's expense) until the customer pays the price or provides sufficient security.
8.4. The customer undertakes to enable the supplier to take back goods subject to retention of title no later than 1 week after delay in paying the price occurs. If the supplier is entitled to take the goods, the customer hereby consents to authorised persons of the supplier entering its business premises during normal business hours for this purpose.
8.5. In the event of the supplier's withdrawal from the contract, the customer undertakes to return all delivered goods including all parts and accessories in the condition corresponding to delivery, in person to the supplier's registered office, within 1 week of the withdrawal becoming effective. In case of delay, the customer shall pay a contractual penalty of 0.1% of the price including VAT agreed in the withdrawn contract for each day of delay. If the delay exceeds 40 days, the customer shall pay a contractual penalty of 10% of the price of the goods including VAT agreed in the withdrawn contract.

9. Contract for Work

9.1. The price of the Supply is due upon handover of the work.
9.2. Handover of the work by the supplier to the customer shall be effected by a handover protocol (or installation protocol or delivery note). The customer undertakes to accept the work and sign the handover protocol if the work is defect-free or has only minor defects and outstanding items not preventing use. The supplier shall undertake in the protocol to remove such minor defects within a period agreed therein. If the customer, contrary to the contract, refuses to accept or fails to accept the work or fails to attend handover, the date of handover shall be the moment the customer unjustifiably refused or failed to accept the work. In such a case the supplier shall prepare a unilateral handover record and deliver it to the customer.
9.3. If the Time of Delivery is not agreed or the supplier delivers before or after the Time of Delivery, the supplier undertakes to notify the Time of Delivery by phone or e-mail at least 2 business days in advance. If the customer does not attend, or refuses to accept defect-free work or work with only minor defects and outstanding items, clause 9.2 shall apply accordingly.
9.4. The customer undertakes to enable the supplier to take back goods subject to retention of title no later than 1 week after withdrawal from the contract. If the supplier is entitled to take the goods, the customer hereby consents to authorised persons of the supplier entering its business premises during normal business hours for this purpose.
9.5. Where title does not pass by operation of law upon completion of the work, clauses 8.1, 8.3 and 8.4 of the GTC shall apply mutatis mutandis to delivery of the work.
9.6. In the event of the supplier's withdrawal, the customer undertakes to dismantle, uninstall and return to the supplier all delivered goods forming part of the work, including all parts and accessories, in the condition corresponding to delivery, in person to the supplier's registered office, within 1 week of effectiveness of the withdrawal. In case of delay, the customer shall pay a contractual penalty of 0.1% of the price including VAT agreed in the withdrawn contract for each day of delay; if the delay exceeds 40 days, a contractual penalty of 10% of the price of the goods including VAT shall be payable.

10. Service Contract

10.1. The supplier shall provide the customer with services within the period set out in the contract and these GTC, exclusively on the basis of the customer's call (unless terms or deadlines follow directly from the contract). Services may be provided via a third party.
10.2. The customer shall address the call to the supplier's personnel listed in the contract as contact persons. If made by phone, the call must be supplemented within 24 hours by e-mail or letter. The call must state at least: reason for service (description of the requested service, identified defects, their manifestations and consequences); detailed specification of manufacturer, type and version of HW and SW concerned; place/address of service; person who will be present and authorised to act for the customer.
10.3. The supplier is not obliged to perform under the service contract if the customer's call is not made and subsequently supplemented duly (as above) and in good time, i.e., at least 3 business days in advance, unless a different period is agreed.
10.4. Unless expressly agreed otherwise, services do not include supply, replacement or supplement of the customer's HW or SW; such supply requires a separate contract. If supply/replacement/supplement of the customer's HW or SW is necessary for proper performance, the service period is extended by the time until the customer procures supplier-recommended or approved SW/HW and commissions it at the service location to enable proper performance. Procuring such SW/HW shall be deemed cooperation necessary for performance; the supplier may set a reasonable period for such cooperation. Additional services provided by the supplier due to absence or malfunction of necessary HW/SW may be invoiced in addition to the agreed service price per the supplier's price list, and the customer undertakes to pay such additional amounts.
10.5. A handover protocol or an entry in a service logbook (if its keeping is agreed) shall be made for services provided, stating the time of handover of the repaired device and its acceptance by the customer, which both parties shall confirm by signature. If the customer, contrary to the contract, fails to sign, the supplier shall make a unilateral record and deliver it to the customer or note the fact in the service logbook.

11. Software Licence Transfer Agreement

11.1. Unless otherwise provided in a specific agreement, a software licence transfer agreement means an agreement on the paid transfer to the customer of the right to use a copy of software in accordance with the relevant provisions of the Copyright Act.
11.2. The customer may reproduce, translate, process, adapt or otherwise modify the software and use the software only in accordance with the software manufacturer's licence terms, to which the customer assented either by opening the original software package or by accepting the "licence agreement" during installation.
11.3. The customer undertakes to provide the supplier, for installation purposes, with access to the device on which the software is to be installed and with the cooperation necessary for installation.
11.4. The parties agree that if the customer is in delay with payment of the price for 30 days, the customer shall, on the day following expiry of that period, lose the right to use the software copy, shall promptly uninstall it and shall not further use it or allow its use. This does not affect other consequences under the contract of the customer's payment delay.
11.5. The customer undertakes to return any hardware key or other anti-piracy device within 30 days from the date its right to use the software or authorisation to exercise the right to use the software terminates (e.g., in case of product upgrade).
11.6. In the event of a conflict between this agreement and the manufacturer's licence terms, the manufacturer's licence terms shall prevail.

12. Loan-for-Use Agreement

12.1. Under a loan-for-use agreement, the supplier undertakes to deliver to the customer the loaned item (equipment including necessary accessories for test operation, or replacement equipment including necessary accessories) in a condition fit for proper use and to tolerate the customer's free-of-charge use for the agreed period. The customer undertakes to use the loaned item properly and only for the agreed purpose or the purpose for which it is usually intended, to protect it against loss, destruction or damage, and to compensate the supplier for all damage resulting therefrom.
12.2. The customer undertakes to confirm handover of the loaned item (equipment including accessories). If the contract stipulates that the customer must pay a security amount to cover damage to the loaned item in case of loss, destruction or damage, the customer undertakes to pay such amount no later than upon handover. The security shall be returned by transfer to the bank account stated in the contract header no later than 10 days after the supplier takes back the loaned item from the customer. The supplier may set off all its monetary claims against the customer, arising from any contract between them, against the customer's right to return of the security. Unless agreed otherwise, the customer undertakes to return the loaned item to the supplier no later than the day following the last day of the agreed loan period at one of the supplier's establishments. The supplier undertakes to confirm receipt.
12.3. If the usage period is not agreed, it shall be 14 days.
12.4. Upon handover of the loaned item to the customer, the risk of damage passes to the customer. The supplier is not liable for defects of the loaned item. The customer shall bear all operating costs, including consumables. If the supplier pays any costs that the customer should bear, the customer undertakes to reimburse such costs on the basis of a recharge invoice within the stated period.
12.5. The customer undertakes to use the loaned item only in accordance with the relevant manuals and instructions and all supplier's or manufacturer's directions, including those published on their websites. The customer undertakes to observe all technical standards governing connection, installation, maintenance and use and, by signing the contract, confirms it has been acquainted with such standards. If damage arises due to non-compliance, the customer shall compensate the supplier.
12.6. The supplier may demand return of the loaned item before expiry of the agreed period if it incurs an obligation to hand the item to its owner, if the customer does not use it properly or uses it contrary to its purpose, or if the customer breaches any obligation under any contract between the supplier and the customer. In such cases, the customer undertakes to return the loaned item within 2 days from being requested.

C) DEFECTS OF SUPPLY

13. Warranty Conditions

13.1. The supplier provides a quality warranty for the Supply.
13.2. The customer undertakes, without undue delay after the risk of loss and damage passes, to carry out proper and complete inspection and control of the Supply (completeness, quantity, type) before starting to use it, if possible given its nature. The customer also undertakes, without undue delay after risk passes, to test the proper functionality of the Supply.
13.3. The customer undertakes, without undue delay after learning of a defect or when it could have learned of a defect (with regard to clause 13.2), to notify the supplier of the defect pursuant to clause 15.4 of the GTC. If the customer fails to notify the supplier within such period, all claims from such late-notified defect shall lapse.
13.4. The warranty covers material defects, functional defects, or defects arising during the Supply provided by the supplier.
13.5. If the Supply includes a manufacturer's warranty certificate, the customer must comply with the instructions therein. If, under the certificate, a contractual partner of the manufacturer handles claims, the claim process shall follow that partner's terms and applicable law. The customer undertakes to respect such terms.
13.6. For a Supply consisting of a software licence transfer, the supplier's warranty applies solely to physical unreadability of media and failures of

hardware accessories to the software (HW key, etc.) and does not cover software functionality. All warranties regarding software functionality arise exclusively from the manufacturer's "licence agreement".
13.7. The warranty does not cover defects caused by the customer's fault, use contrary to manufacturer's/supplier's instructions, continued use of damaged or incomplete (including same-type goods with different product or serial numbers), failure to perform regular user checks and maintenance per manufacturer's (e.g., in manuals) and supplier's instructions, incorrect installation by the customer, improper storage, misuse, computer viruses, use of consumables not corresponding to original specifications, interventions by persons not authorised to service, unless the customer proves that such handling did not cause the defect. The supplier is not liable for damage caused by third parties, atmospheric discharges, electrostatic discharge, connection to a power network not conforming to relevant standards, or chemical effects. The warranty also does not cover damage due to natural disasters, vandalism, weather effects, operation under extremely unusual conditions (excessive dust, humidity, etc.) or in aggressive environments, or damage from excessive mechanical wear. Normal wear and tear is excluded. Consumable parts (e.g., print heads, ribbons, type wheels, toners and similar) are excluded if damaged due to normal wear.
13.8. The warranty does not cover malfunctions of the original software installed by the supplier or manufacturer caused by customer or third-party interventions in the settings.
13.9. The supplier does not warrant compatibility of the Supply with other devices and software applications where such functionality was not expressly required by the customer.
13.10. Data storage devices are technical devices with objective and random failure rates. The supplier is therefore not liable for damage caused by data loss due to failure of such devices. The supplier recommends preventive backups to mitigate the risk.
13.11. Insignificant deviations in colour, dimensions and/or other qualitative and performance parameters of the Supply do not give rise to defect liability rights.
13.12. For any Supply sent for repair, the customer must keep copies of important data, as data may be lost or damaged during repair. The supplier is not responsible for such loss or damage where the customer could have backed up data prior to repair.
13.13. Where no defect is found in the Supply or specific claimed parts, the supplier shall invoice costs of testing and return transport.
13.14. No warranty is provided for used goods, which is declared as such on the sales documentation.
13.15. In the case of a purchase agreement, the supplier is not liable for defects caused by modifications to the goods made by the customer or unauthorised third parties without prior written consent, or by use contrary to the manufacturer's and supplier's instructions (e.g., installation/use manuals, warranty terms), or communicated otherwise. For used goods, the supplier is not liable for defects resulting from prior use or wear. For goods sold at a reduced price, the supplier is not liable for the defect for which the lower price was agreed. The warranty does not cover wear caused by normal use.

14. Warranty Period

14.1. The warranty period is 6 months unless a different period is stated on the tax document, delivery note or warranty certificate issued and signed by the supplier.

15. Claims Procedure

15.1. The Claims Procedure governs the conditions and process of handling claims regarding Supplies delivered by the supplier to the customer, unless expressly provided otherwise in these GTC.
15.2. Handling of claims. Upon acceptance and inspection, the customer shall check product and serial numbers of products and the numbers in the warranty certificate issued and signed by the supplier and, if a discrepancy is found, contact the supplier within three days. The supplier's business centre will ensure correction of the discrepancy and issuance of a new warranty certificate. Failure to follow this procedure exposes the customer to the risk that, due to the discrepancy, its claim will not be acknowledged.
15.3. For any claim, the customer must present the warranty certificate issued and signed by the supplier or proof of payment and delivery of the claimed Supply. For a licence Supply, proof of payment and delivery of the licence Supply must always be presented.
15.4. The customer must submit/notify a claim by written (or e-mail) notice of identified defects of the Subject of Supply – goods/licence – to the supplier's registered office or the establishment where the contract was concluded.
15.5. The supplier undertakes to handle claims as soon as possible according to its operational possibilities.
15.6. Claims regarding consumables are governed by the manufacturer's instructions and guidelines.
15.7. The supplier shall resolve the claim by one of the following:
a) delivery of the missing part of the Supply;
b) granting a price reduction;
c) free removal of the defect;
d) replacement of the Supply.
15.8. For a licence Supply, the claim shall be resolved by:
a) delivery of the missing part of the licence Supply;
b) replacement of the media.

15.9. Reasonable claim costs are borne by the supplier.
15.10. If the Supply is handed over for repair or assessment of claim justification by the supplier, the warranty period is extended by the duration of the repair and assessment. If the Supply is replaced, the warranty period follows the manufacturer's instructions and guidelines.

16. Early Termination of the Contract

16.1. For contracts with recurring performance, regardless of whether concluded for a fixed or indefinite term, the supplier may terminate the contract at any time without giving a reason; the notice period is three (3) months, commencing on the first day of the calendar month following the month in which written notice is delivered to the other party and ending on the last day of the third calendar month.
16.2. In addition to grounds expressly stated in these GTC, the supplier may withdraw from the contract on grounds arising from generally binding legal regulations, in particular Act No. 89/2012 Coll., the Civil Code.

17. Governing Law

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

18. Information on the Processing of Personal Data of Natural Persons

18.1. Processing of personal data is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) effective from 25 May 2018 (the "Regulation").
18.2. As controller, the supplier is entitled to process all personal data provided by the Customer, i.e.:
a) data enabling clear and unmistakable identification of the Customer or a person acting for the Customer (e.g., name, surname, residential address or permanent address; or, for a Customer who is a natural person–entrepreneur, name, surname, registered office, company ID, VAT ID, other data evidencing business activity or registration); and contact details (e.g., contact address, phone number, e-mail address and similar data),
b) other data (e.g., bank details, data on agreed deliveries of goods and use of services, or any other personal data contained in communications with the Customer),
c) to process such data without the Customer's consent, as they are processed for the purposes of:
d) fulfilment of the Contract (in particular delivery of goods, including via a third party such as a contractual carrier/store, according to the Customer's selected method and timing),
e) fulfilment of the Supplier's legal obligations (in particular obligations regarding accounting, tax administration, archiving, handling claims, refunding price in case of withdrawal, etc.),
f) protection of the Supplier's or a third party's legitimate interests (in particular evidence of contract conclusion, proper performance of the Contract and obligations thereunder, such as delivery of goods, handling claims, receipt/refund of price; and generally for surveying Customer satisfaction and communication).
18.3. Provision of the above personal data is entirely voluntary; however, without such provision it is not possible to conclude the Contract and the Supplier cannot perform it, comply with its statutory obligations or protect its legitimate interests or those of third parties.
18.4. Processing is carried out by the Supplier at its registered office or establishments by authorised employees of the controller or by processors.
18.5. Processing takes place both by automated means using IT and manually, subject to control, technical and security mechanisms ensuring maximum possible protection against unauthorised access or transfer, loss or destruction, as well as other misuse.
18.6. The Supplier provides or may provide personal data to:
a) the Supplier's contractual partners, especially entities providing services to the Supplier in relation to Customers, or entities arranging or coordinating the sending of messages;
b) state authorities or other entities in fulfilment of statutory duties under special regulations, in particular public administration authorities, courts, supervisory authorities;
c) other entities where necessary to protect the Supplier's rights, e.g., legal representatives, tax advisers.
All entities to whom personal data may be disclosed respect the right to privacy and are obliged by law or by contracts with the Supplier to proceed in accordance with applicable personal data protection legislation.
18.7. The Customer (natural person) as data subject has the right to request from the Supplier access to personal data, their rectification or erasure, or restriction of processing, to object to processing, and the right to data portability, as well as the right to be informed of personal data breaches.
18.8. The Customer (natural person) as data subject also has the right to lodge a complaint with the supervisory authority, i.e., the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Praha 7, www.uoou.cz.
18.9. Contact details of the Supplier as controller: Phone: +420 283 891 154; E-mail: info@xanadu.cz; Address: Žirovnická 2389, 106 00 Praha 10

These General Terms and Conditions of XANADU a.s. for Entrepreneurs, version 7.0, are effective from 01.11.2025.