**General Business Terms and Conditions for Purchase of Goods**

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

# General Provisions

* 1. These General Purchase Terms and Conditions (hereinafter referred to as the “***Business Terms and Conditions***”) apply to all the contractual relationships between the Buyer, **OP CABLE s.r.o.,** with the registered office: Za Olomouckou 4184/17, 796 01 Prostějov, Company Identification No.: 02591898, Tax Identification No.: CZ02591898, company incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 81809 (hereinafter referred to as the "***Client***” or “***Buyer***”), and the Seller (hereinafter referred to as the ”***Supplier***” or “***Seller***”) (Seller and Buyer are collectively hereinafter referred to as the "***Contracting Parties***” or “***Parties***”), whereas the Buyer has the position of a buyer or client pursuant to the Agreement whose subject matter is supply of goods (hereinafter referred to as the "***Goods***"), or the position of a client or consumer of services or works (hereinafter referred to as the "***Services***") pursuant to the Agreement whose subject matter is performance of services or works (collectively hereinafter referred to as the "***Agreement***"). The Business Terms and Conditions may regulate the contractual relationships even in other cases if agreed by the Parties. If a Purchase Agreement or the Buyer is mentioned thereinafter, any other entities for other types of agreements/contracts shall be applied adequately as if the Purchase Agreement was concerned.
  2. The Business Terms and Conditions form an integral part of each anyhow identified Agreement concluded in any form between the Buyer and the Seller, except for the Agreements excluding contractually and expressly the application of these Business Terms and Conditions or their part.
  3. Any deviations from the Business Terms and Conditions apply only if they are expressly negotiated in writing in the relevant Agreement.
  4. Other conditions than these Business Terms and Conditions are not accepted upon the conclusion of the Agreement and upon its performance. Their application is excluded in advance.
  5. All the relationships between the Buyer and the Seller, which are not governed hereby, are regulated by the relevant provisions of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the “***Civil Code***”).

# Conclusion of the Agreement

* 1. It is possible to order the subject matter of the Agreement (Goods or Services) based on a written draft Agreement (hereinafter referred to as the “***Order***”) which the Buyer shall submit to the Seller personally or send it by means of either of its below mentioned e-mail addresses [**ocenasek.m@opcable.cz,**](mailto:ocenasek.m@opcable.cz)[**frelich@opcable.cz**](mailto:frelich@opcable.cz) **or** [**luzna@opcable.cz**](mailto:luzna@opcable.cz)(hereinafter referred to as the “***Buyer´s e-mail address***”). The Buyer is bound by its Order for 10 days after its sending. In case the Buyer does not receive any consent or confirmation pursuant to Article II (3) hereof within that period, the Order becomes ineffective.
  2. Unless agreed otherwise, the Buyer shall specify in the Order at least what the Buyer orders, quantity, price, transport method, and delivery date.
  3. The Agreement is concluded when the Order is accepted by the Seller, when the Seller´s written consent with the Order or order confirmation is delivered to the Buyer (hereinafter referred to as the “***Order Confirmation***” or “***Confirmed Order***”). The Supplier may mark the consent with the Order directly in the Order and send it back to the Buyer.
  4. The order acceptance containing any amendments or deviations does not lead to the Agreement conclusion, even though such amendments or deviations do not change significantly the conditions of the Order. In such case the Agreement is concluded only if the Buyer confirms such new draft or expresses in writing its consent and sends it back to the Seller.
  5. Order acceptance shall be always in writing. Telegraphic and fax messages and messages sent by electronic means and enabling capture of the contents of a legal act and identification of an individual who has made the legal act are considered as a written form. By concluding the Agreement, any previous arrangements and correspondence become legally ineffective if they are related to the contents of the Agreement.
  6. In case the Order is accepted after the period determined in Article II (1) hereof, during which the Buyer is bound, the Agreement is concluded only if the Buyer does not reject such late order acceptance in writing.
  7. Any amendment, supplement or cancellation of the Agreement concluded between the Buyer and the Seller is possible exclusively in writing. Any amendment to the Agreement becomes effective between the Parties on a day of its signing by the Buyer and the Seller. Otherwise, it becomes effective on a day when the signed amendment is delivered to the other Party´s registered office address. It shall not apply if a change is more advantageous for the Buyer.

# Delivery Terms

* 1. The Seller undertakes to provide the Buyer with the tangible movable items and their parts as well as with the documents relating to the Goods and enable the Buyer to acquire a title. If it is necessary with respect to the nature of Goods, the Seller is obliged to examine the Goods in the Buyer´s presence.
  2. Documents which are to be submitted along with the supply include mainly:
     1. All manufacturers´ declarations,
     2. Declaration of conformity,
     3. Declaration of warranty,
     4. Manuals,
     5. Structural solutions and drawings,
     6. Licence documents,
     7. Insurance documents,
     8. Proof of meeting the conditions of the Buyer´s consumer (in case of reuse or resale of Goods).
  3. The Seller warranties to supply the Goods in the quantity, quality and design as determined by the Agreement, and the Goods shall be secured for transport in a manner determined in the Agreement.
  4. If the quality or design of Goods is not determined in the Agreement, the Seller is obliged to supply the Goods in the quality and design according to the relevant technical standard or in the quality and design corresponding to the agreed purpose or to the purpose which such Goods are usually used for, and/or to the purpose resulting from the Buyer´s Order, and in compliance with all the applicable legal, technical, safety and other regulations relating to the Goods.
  5. Unless agreed otherwise, the Buyer shall decide on the transport method and shall announce it to the Seller in the Order. In case the transport method is to be determined by the Supplier, the Supplier is obliged to choose the most advantageous transport method as regards the cost and time efficiency. Unless agreed otherwise, the risk resulting from the transport of Goods shall be borne by the Seller.
  6. The Seller is obliged to supply the Goods to the Buyer, at the Seller´s own expense and risk, along with the documents relating to the Goods, at a place and time agreed in the Agreement. Unless agreed otherwise in the Agreement, the delivery place is the Buyer´s registered office and the delivery period is three days after the Order.
  7. Unless agreed otherwise in the Agreement, the supply of Goods shall be governed by the DDP INCOTERMS 2010 condition (Buyer´s registered office).
  8. If the Seller hands over the Goods to the Buyer directly in the Buyer´s registered office, a handover certificate shall be executed and signed by the authorized representatives of both Parties. Otherwise, a delivery note confirmed by the Buyer´s representative shall constitute a proof of the handover of Goods. Signing of the handover certificate stating the fact the Goods are supplied without any defects is a prerequisite for payment of the purchase price.
  9. If the Seller supplies a higher quantity of Goods than specified in the Agreement, the Agreement is not concluded for the excessive Goods, unless the Buyer confirms in writing to accept the excessive Goods. Otherwise, the Seller is obliged to take the excessive Goods at the Seller´s own expense.
  10. Partial supplies are acceptable only in case the Parties agree upon them expressly in the Agreement.
  11. The Seller is obliged to announce each supply (even partial) in a timely manner. All the supplies shall be always identified by name, registered office, and Buyer´s contract No. or Order No., also on the outer packaging side. In case the Seller combines within one supply the Goods being supplied under more Agreements concluded with the Buyer, each supply shall be announced separately and it shall be invoiced in a separate invoice, unless agreed otherwise.
  12. The Goods shall be packed in a manner appropriate for the agreed type of Goods and for the agreed transport method to hinder from any damage of the Goods during transport to the agreed delivery place and to ensure safe manipulation with the Goods and their storage. The used packaging and fixation materials are to be returned only if it is expressly agreed in the Agreement. In such case the returnable packaging shall be identified by packaging No., packaging owner, and clear sign of returnable packaging, otherwise it shall be considered as non-returnable packaging. Any packaging shall be environmentally friendly and it shall meet the legal requirements of the relevant applicable legislation.
  13. All the costs related to the transport and handover of Goods at the place of performance, including the costs for packaging, packing and securing of Goods for transport, eventually for return of Goods, shall be borne by the Seller.
  14. The Seller declares expressly the Goods are not burdened by any lien or third-party right and do not have any legal defects, as of a day of concluding the Agreement and supplying the Goods to the Buyer.

# Quality Warranty and Rights from Defective Performance

* 1. For the supplied Goods the Seller provides the Buyer with the quality warranty of the duration as individually agreed in the Agreement or with the warranty of 24 months after the Goods are properly supplied to the Buyer.
  2. In case the warranty period specified in the Agreement and in the warranty card differs, the longer period shall prevail. In case the warranty period specified in the Agreement and on the packaging differs, the period specified in the Agreement shall prevail. In case the warranty period specified in the warranty card and on the packaging (longer period) differs, the longer period specified on the packaging shall prevail.
  3. The Buyer is entitled to announce the found quantity defects and obvious defects latest within one month after the Goods are supplied to the Buyer. The Buyer is entitled to announce other defects within the warranty claim period determined by the warranty period duration. A defect is reported in a timely manner if the report is sent by the Buyer on the last day of the warranty period. The method of defect elimination is to be decided by the Buyer.
  4. The Buyer is obliged to announce to the Seller/point out the found defects in writing, by letter, fax or e-mail. The Buyer shall describe the found defect or state its effects and notify the Seller of the selected right from defective performance as well as of the deadline by when the defect shall be eliminated. The method selected by the Buyer is binding for the Seller.
  5. The Seller is obliged to eliminate the found defects on Goods within 7 days after the report is delivered, according to the right from defective performance chosen by the Buyer. Upon delivery of new Goods, the Buyer shall return the defective Goods according to the transport characteristics announced by the Seller, at the Seller´s expense. If required by the Buyer, the Seller is obliged to delegate its representative without undue delay to inspect the reported defects and assess them.
  6. In case the Seller is delayed with the elimination of the reported defect within the period stipulated by the Buyer or agreed by the Parties, the Buyer is entitled to eliminate the defect on its own or by means of a third party, at the Seller´s expense, whereas the Seller is obliged to pay the costs to the Buyer within 30 days after the statement is delivered. It shall apply also in case not the period for elimination of the reported defect but only the method of elimination is communicated.
  7. If the defect may not be eliminated or if excessive costs are associated with its elimination, the Buyer is entitled to withdraw from the Agreement or choose any other right from defective performance.
  8. The Seller is obliged to eliminate the reported defects even in case the Seller does not admit them. The Seller is obliged to use always new and original spare parts for warranty repairs.
  9. Until the defects are removed, the Buyer is not obliged to pay the part of the purchase price (if it has not been paid yet) corresponding reasonably, by estimation, to the Buyer´s right for discount. This part of the purchase price shall be retained by the Buyer until the total defect elimination.
  10. The exercise of the right from defective performance does not prevent the Buyer from the exercise of a right from other legal titles, including but not limited to the compensation or contractual penalty.
  11. In addition to the rights from defective performance, the Buyer is entitled to apply against the Seller the damage caused to the Buyer by a breach of the Seller´s obligations, including the costs for any possible disassembly of the defective Goods, new assembly, eventually other costs relating to the defective Goods. The Buyer is entitled to charge such damage and the Seller is obliged to pay the damage to the Buyer within 30 days after the statement is delivered to the Seller.

# Payment Terms

* 1. The Buyer is obliged to pay the Seller the purchase price set in the Agreement. It is deemed the purchase price set in the Agreement includes already all the costs related to the Goods, including packaging, transport, etc., unless it is agreed by the Parties that the costs related to the Goods, including their packaging and transport, shall be paid by the Seller. The statutory value added tax shall be added to the purchase price.
  2. The purchase price shall be paid to the Seller by means of wire transfer based on the original tax document - invoice (hereinafter referred to as the “***Invoice***”). The Invoice shall be delivered to the Buyer and it shall contain especially:
     1. Buyer´s contract No. or other appropriate identification of the confirmed order or contract;
     2. Volume (quantity) and subject of performance, including its identification;
     3. Contract price per quantity unit and total price in the agreed currency;
     4. Account No. and bank code for crediting;
     5. Invoice maturity period that shall commence on a day when the Invoice is delivered to the Buyer;
     6. Data of a tax document pursuant to the Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the “***Value Added Tax Act***”).
     7. Account No. registered at the Tax Office for payments.
  3. A document proving the proper delivery of Goods (delivery note or handover certificate) shall be attached to the Invoice.
  4. The Buyer reserves a right to return the Invoice to the Seller for correction or completion if the Invoice does not contain the agreed data and data required by the law or if the Invoice does not include the above-mentioned annex. In such case the agreed maturity period shall commence on a day when the corrected Invoice is delivered to the Buyer.
  5. The Buyer shall pay the purchase price by means of wire transfer to the account No. specified in the Seller´s Invoice and the Buyer meets the obligation to pay the purchase price on a day when the amount is debited from the bank account of the Buyer and credited to the Seller´s bank account specified in the Invoice.
  6. If the maturity period of the purchase price is not specifically agreed in the Agreement, the Buyer is obliged to pay the purchase price within 90 days after the proper Invoice is delivered by the Seller.
  7. The Seller´s claim on payment of the agreed purchase price is established by proper meeting of the Seller´s obligation to hand over the Goods to the Buyer.
  8. The partial payment of the purchase price by the Buyer may not be considered as debt acknowledgement in relation to the remaining part of the unpaid purchase price.
  9. If a tax administrator decides in compliance with Section 106a of the Value Added Tax Act that the Seller is an “unreliable tax payer”, the Seller is obliged to notify the Buyer immediately of this fact, latest within 48 hours after the notification comes into effect. The written notification shall contain especially the date when the tax administrator´s decision comes into effect, bank account name and number and variable symbol of the respective Tax Office. If a decision on unreliable tax payer is rendered to the Seller in compliance with Section 106a of the Value Added Tax Act or if the Invoice requires payment to the bank account which the Seller has not listed in the list kept by the tax administrator, the Buyer is entitled to pay the VAT amount specified in the Invoice to the account of the respective tax administrator in compliance with Section 109a of the VAT Act - Special method to secure the tax.
  10. The Seller is not entitled to set off unilaterally any of its receivables from the Buyer.
  11. The Seller is entitled to burden the receivables from the Buyer by a lien in favour of the third party, to secure the transfer of a right or to guarantee for or to assign the receivables only based on a previous written agreement concluded between the Parties, eventually based on a prior express written consent of the Buyer.

# Protection of Industrial and Intellectual Property Rights

* 1. All the technical documents (drawings, technical certificates, calculations, procedures, manuals, etc.) submitted by the Buyer to the Seller as a basis for manufacture of the Goods (hereinafter referred to as the “***Technical Documentation***”) are exclusive intellectual property of the Buyer. The Buyer´s exclusive intellectual property includes all the technical solutions and other solutions and procedures covered by the Technical Documentation and identified in the relevant manner.
  2. Without the Buyer´s express written consent the Seller is not entitled to publish or make the Technical Documentation available to any third party or use it in favour of the Seller or of any third party. The Seller is entitled to use the Technical Documentation only in connection with manufacture of the Goods. Such obligation does not apply to any administrative or other statutory authorities or bodies if they perform inspection or other supervision regulated by the law pursuant to the relevant legislation.
  3. If the subject of performance supplied under the Agreement is a tangible activity output (hereinafter referred to as the “***Tangible Output***”), being protected by the industrial or other intellectual property right, the Seller provides the Buyer, by concluding the Agreement, with a free licence for usage of the Tangible Output, even for other purposes than specified in the Agreement. The licence contains the Buyer´s right to use the Tangible Output without any time or territorial limitation and the authorization to grant a sublicence to a third party.

# Contractual Penalties

* 1. In case the Seller is delayed with the delivery of the Goods to the Buyer within the period agreed in the Agreement, the Buyer is entitled to charge to the Seller, and the Seller is obliged to pay to the Buyer, a contractual penalty of 0.5 % of the total purchase price (incl. VAT) for each day of delay.
  2. The Buyer is entitled to require, and the Seller is obliged to pay to the Buyer, a contractual penalty of 0.5 % of the total purchase price (incl. VAT) for each individual defect and each day of delay with the defect elimination in case of any found and reported defect on the Goods, including the defect in documents necessary for usage of the Goods, and not eliminated by the Seller within the period stipulated by the Buyer.
  3. If the Seller has executed the documents necessary for the takeover of the Goods incorrectly or incompletely, the Buyer is entitled to ask from the Seller a contractual penalty of CZK 5,000 for each incompletely or incorrectly filled-in document.
  4. Payment or statement of the contractual penalty does not affect the Buyer´s claim on compensation. The Buyer is entitled to lodge such claims individually regardless the application or payment of the contractual penalty by the Seller.
  5. The charged contractual penalties and receivables for compensation are due within 30 days after a day when the statement or other calls for payment are delivered to the other Party.

# Withdrawal from the Agreement

* 1. Either of the Parties is entitled to withdraw from the Agreement in case of a serious breach of the Agreement by the other Party. Withdrawal shall be made in writing.
  2. Serious breach of the Agreement by the Seller means especially the breach of the obligation to hand over the Goods to the Buyer in a proper and timely manner and delay with defect elimination.
  3. The Buyer is entitled to keep a part of the Goods delivered before the withdrawal. The Buyer shall notify the Seller of the Goods kept by the Buyer within five (5) days after the withdrawal by the Seller or by the Buyer is delivered. The Seller is entitled to a corresponding part of the purchase price for the kept Goods. The Seller undertakes to take over the remaining delivered Goods back from the Buyer at the Seller´s own expense if the withdrawal is caused by a breach of the obligations by the Seller.

# Personal Data Protection and Sending of Commercial Messages

* 1. In connection with the provision of Goods and Services the Client obtains, keeps, and processes the personal data of various natural persons. In connection with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as “***GDPR***”), the aim of this part of the Business Terms and Conditions is to provide the information what personal data the Client, as a data controller, processes about natural persons when concluding the Agreement for supply of Goods and Services, for which purposes, and how long this personal data is processed in compliance with the valid legal regulations, whom and why the data may be transferred, and to inform what right the natural persons have in connection with the processing of their personal data, and how the rights may be exercised.
  2. The Client processes the personal data of suppliers and other natural persons or natural enterprising persons. The personal data is processed if the persons are contractual partners of the Client or act for other persons who are the Client´s suppliers. The Client may process also the personal data of persons who addressed the Client with an inquiry/offer for the provision of Goods or Services to the Client, or if such persons negotiated personally with the Client and provided the Client with their personal data.
  3. The personal data controller is the Client. The Client does not transfer the personal data to the third countries. The Client may transfer the personal data to other entities, especially to the below specified ones, always only within the scope which is necessary according to the nature of the matter. In case of any questions, requests, complaints, objections or other lodgements related to the personal data processing, it is always possible to address the Client free of charge at the e-mail address: [**ocenasek.m@opcable.cz**.](mailto:ocenasek.m@opcable.cz)
  4. The processed personal data includes mainly the data necessary to conclude the Agreement, process the offer or Order, and for bookkeeping. Such data includes especially the academic degree, name and surname, date of birth, address, Company Identification No., Tax Identification No., payment data, signature, e-mail address, phone No., postal address, eventually other data necessary to achieve the purpose of the Agreement pursuant to Article I hereof.
  5. The Client processes the personal data especially to conclude the Agreement, perform its subject matter (for purchase of Goods or provision of Services) whereas the legal title of the processing is the conclusion and performance of the Agreement. The Client obtains the processed personal data directly upon the conclusion of the Agreement as well as before the conclusion of such an Agreement during the negotiations on the contents of that Agreement. Such personal data is processed only during the term of the contractual relationship between the Client and the Supplier, eventually during the negotiations on the conclusion of the Agreement. In case the Agreement has been concluded, the personal data shall be further processed for the period when the rights and obligations resulting from the Agreement are effective and for the period necessary for archiving purposes in compliance with the relevant applicable legal regulations or until the limitation periods pursuant to the Civil Code expire.
  6. When executing its activity, the Client is obliged to meet the obligations resulting especially from the following legal regulations: Act No. 563/1991 Coll., on Accounting, Act No. 586/1992 Coll., on Income Taxes, and from the Value Added Tax Act. Some personal data may be specified in the accounting documents (in invoices or other documents). The mentioned Acts impose the obligation to keep the documents for a period of up to 10 years. If there is a statutory obligation to archive such documents, they are archived along with the personal data specified in a relevant tax document. If the obligation to process the personal data results for the Client from any Act or other regulation, the Client shall process the data for the necessary period.
  7. In case the Supplier does not fully meet its liability, eventually if any other damage or loss incurs to the Client, the Client may process the personal data also based on a legitimate interest consisting in the recovery of receivables and/or determination, protection and exercise of the legal claims. The Client may keep the personal data for that purpose for a limitation period pursuant to the Civil Code.
  8. Other recipients of the personal data are forwarding companies and other entities partaking in the delivery of Goods, Services or realization of payments, based on the concluded Agreement. In case of the realization of payments, such recipients shall receive also the payment data provided by the Client. Other recipients of the personal data are especially postal services providers, forwarders, banks and other institutions providing payment services.
  9. Everybody whose personal data is processed by the Client has the below specified rights. If you apply any of your rights pursuant to this Article or applicable legal regulations, the Client informs you of the adopted measure or erasure of your personal data or limitation of processing in compliance with your requirement. If you apply your rights, the Client may require from you to provide some of the identification data you have already provided. The provision of such data is necessary to verify whether the relevant requirement has been really sent by you. The Client shall reply to you within one month after receiving your request whereas we reserve a right to extend this period by two months in cases allowed by GDPR. You have the following rights:
     1. Right to Access the Personal Data

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

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

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

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

* + 1. Right to Rectify Inaccurate Data

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

* + 1. Right to Erase Personal Data

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

* + 1. Right to Limit Processing

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

* + 1. Right to Portability of Personal Data

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

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

* + 1. Right to Raise an Objection against Personal Data Processing

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

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

* + 1. Right to Withdraw Your Consent to Personal Data Processing

If you give a consent to personal data processing to the Client, it is possible to withdraw it any time. The withdrawal of consent is necessary to be made by express, clear and certain indication of the data subject´s wishes, in writing to the registered office address of the Client or via e-mail sent to: [**ocenasek.m@opcable.cz**,](mailto:ocenasek.m@opcable.cz) or by phone +420 739 299 195. The e-mail subject shall contain the following text: “The withdrawal of consent to sending of commercial messages or other marketing activities”.

* + 1. Right to Apply to the Office for Personal Data Protection

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

# Final Provisions

* 1. Legal acts between the Buyer and the Seller shall be made exclusively in writing. Any other forms of the manifestation of will do not constitute any obligation for the Parties and shall not be interpreted in conflict with the provisions of the Agreement or with its amendments, unless determined additionally by the Buyer.
  2. The Seller and the Buyer declare no rights and obligations beyond the framework of the concluded Agreement and these Business Terms and Conditions shall be deduced from the existing or future practice introduced between them or from generally kept traditions or from the respective industry.
  3. The legal relationship of the Buyer and of the Seller is governed by the legal system of the Czech Republic.
  4. Any disputes resulting from or relating to the Agreement shall be settled by the Parties by an agreement. The Parties have agreed the Czech courts are competent to negotiate and resolve any disputes and other legal matters arising from the legal relationships between the Seller and the Buyer as well as from the relationships related thereto. In case the disputable matters may not be settled amicably, the ordinary court having territorial jurisdiction according to the Buyer´s registered office shall be competent as a first instance court to settle the disputes.
  5. If the relationship between the Seller and the Buyer contains an international element, the Parties agree the relationship shall be governed by the Czech law. The consumer rights resulting from the applicable legal regulations are not affected hereby. The application of the United Nations Convention on Contracts for the International Sale of Goods is herewith expressly excluded.
  6. If any provision of these Business Terms and Condition or of the Agreement shows to be or becomes invalid or ineffective or is not considered by the law, the validity, effectiveness or legal correctness of the remaining provisions shall not be affected thereby. In such case the Parties are obliged to conclude without undue delay an amendment whose contents shall be replacement of the invalid or ineffective provision by a provision corresponding most to the purpose and meaning of the Agreement.
  7. These General Business Terms and Conditions come into effect on **1 October 2020.**