

GENERAL TERMS AND CONDITIONS OF CECHO - BOHUMIL CEMPÍREK s.r.o.

I. BASIC PROVISIONS

- I.1. The purpose of these General Terms and Conditions (hereinafter referred to as "GTC"), including all components, is to define and specify the scope of the rights and obligations of the Contracting Parties in the delivery of the Goods and/or the Work pursuant to the Purchase Contract (hereinafter referred to as "Purchase Contract") and/or the Contract for Work (hereinafter referred to as "Contract for Work") concluded between the Seller and/or the Contractor – CECHO - BOHUMIL CEMPÍREK s.r.o., with its registered office at Polnička 309, 591 02, registration No.: 27680703, incorporated in the Commercial Register administered by the Regional Court in Brno under the file No. C 51579 (hereinafter referred to as "Seller" and/or "Contractor"), on the one hand, and the Buyer and/or the Customer (hereinafter referred to as "Buyer" and/or "Customer") on the other hand.
- I.2. The GTC published on the Seller's website – www.cecho.cz (hereinafter referred to as "Seller's Website"), constitute, pursuant to Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), part of the content of the Contracts, unless otherwise specified below. Any deviating provisions in the Contracts shall prevail over the provisions of the GTC.
- I.3. The Seller shall deliver the Goods and/or the Work to the Buyer and/or the Customer on the basis of the Buyer's and/or the Customer's Orders under the terms and conditions set out in the Contract and these GTC.

II. EXPLANATION OF TERMS

For the purposes of these GTC, the following capitalized terms shall have the following meanings:

- II.1. **Price** – the purchase price of the Goods and/or the price of the Work, exclusive of VAT and delivery costs, i.e. freight.
- II.2. **Total Price** – the price including VAT, customs duty, other charges associated with the acquisition of the Goods or the Work and transport costs. This is the final price invoiced to the Buyer and/or the Customer. The total price is defined to the Buyer and/or the Customer by the Seller and/or the Contractor in the quotation. A schedule of rates for servicing carried out by service technicians forms Annex No. 1 to these GTC.
- II.3. **Work** – the making of a product, the installation, repair or modification of a product, or an activity with another result.
- II.4. **Delivery** – the supply of the Goods and/or the Work.
- II.5. **E-shop** – the Seller's online shop listed at <https://eshop.cecho.cz>.
- II.6. **Purchase Contract** – the Buyer's order for the purchase of the Goods confirmed by the Seller, unless otherwise stated in these GTC.
- II.7. **Buyer and/or Customer** – under these GTC, a natural person or a legal entity doing business (hereinafter referred to as "Entrepreneur"). Each Buyer must be registered in the Seller's

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information system in case of a purchase through the E-shop and the Seller shall confirm the Buyer's registration by an email message sent to the email address provided by the Buyer.

- II.8. **Order** – a proposal of the Contract made verbally or in writing, e.g. by telephone, electronically (by email or via the E-shop). A valid electronic order in the E-shop is conditioned by the completion of all the prescribed information and requirements specified in the order form.

Servicing orders must always be in writing. Orders for spare parts must be made exclusively in writing to the following email address: servis@cecho.cz or info@cecho.cz. Servicing orders must always contain, in addition to the usual requirements, a clear technical specification of the spare part, the ordering number according to the operating instructions, the type designation of the machine for which the spare part is intended, including the serial number of the machine, and the required method of transport.

- II.9. **Entrepreneur** – a person who independently carries out, on their own account and responsibility, a gainful activity by way of trade or in similar manner with the intention of doing so on a regular basis in order to make a profit. For the purposes of consumer protection, an entrepreneur includes also any person who concludes contracts in connection with their own business, manufacturing or similar activity or in the course of the independent exercise of their profession, or any person who acts in the name or on behalf of an entrepreneur. For the purposes of the GTC, an entrepreneur is a person who acts in accordance with the previous sentence in the course of their business activities.

- II.10. **Contract for Work** – the Customer's order for the making of the Work confirmed by the Contractor, unless otherwise stated in these GTC.

- II.11. **Contract(s)** – the Purchase Contract for the supply of the Goods concluded between the Buyer and the Seller and/or the Contract for Work for the supply of the Work concluded between the Contractor and the Customer.

- II.12. **Contracting Parties** – the Seller and/or the Contractor and the Buyer and/or the Customer.

- II.13. **Goods** – the items which are the subject of purchase under the Purchase Contract.

III. **CONCLUSION OF THE CONTRACT**

- III.1. The Buyer's and/or the Customer's Order signed by the Buyer and/or the Customer constitutes a proposal for the conclusion of the Contract. The Buyer's and/or the Customer's Order must contain a precise specification of the Goods and/or the Work ordered, i.e. in particular:

- date,
- place of delivery,
- currency,
- order number,
- the person authorized to act on behalf of the Buyer and/or the Customer,
- the specification of the Goods and their quantity and/or the Work,
- the method of delivery of the Goods and/or the Work,
- the Buyer's and/or the Customer's contact details (email, telephone, mobile phone).

- III.2. The Seller and /or the Contractor is not obliged to consider the Buyer's and/or the Customer's submission without these details as a proper Order under these GTC.

- III.3. The Seller and/or the Contractor shall send an email message to the Buyer's and/or the Customer's email address specified in the Order with the acceptance (confirmation) of the Order.
- III.4. By submitting the Order, the Buyer and/or the Customer accepts these GTC of the Seller and/or the Contractor as well as the Total Price for the ordered Goods and/or Work including related costs.
- III.5. Once the Buyer and/or the Customer has received the Seller's and/or the Contractor's acceptance of the Order, the Order shall be binding until the Goods and/or the Work are delivered to the Buyer and/or the Customer, unless any provision of these GTC or the Contract provides otherwise in a specific case.
- III.6. The Seller and/or the Contractor hereby excludes in advance, pursuant to the provision of Section 1740(3) of the Civil Code, the acceptance of an Order with any addition, change or deviation. Any addition to, change of or deviation from the Order shall be deemed a new proposal for the conclusion of the Contract, which shall be subject to the written consent of the Seller and/or the Contractor.
- III.7. Any changes, additions, reservations or limitations to the Buyer's and/or the Customer's Order by the Seller and/or the Contractor shall constitute an offer by the Seller and/or the Contractor which shall, at the same time, cancel the Buyer's and/or the Customer's Order without further action. The confirmation of the Seller's and/or the Contractor's offer by the Buyer and/or the Customer and its sending to the Seller and/or the Contractor shall constitute the conclusion of the Contract.
- III.8. The Seller and/or the Contractor reserves the right, at any stage of the Order, not to accept the Buyer's and/or the Customer's Order (by telephone or email) in the event of an apparent error regarding the Price, definition or description of the Seller's and/or the Contractor's Goods and/or Work. The Buyer and/or the Customer shall be informed of the non-acceptance of the Order due to an apparent error.
- III.9. An error in written or oral information shall not bind the Seller and/or the Contractor if it is obvious to an ordinary person given the contents of the Seller's and/or the Contractor's GTC in the context of other information provided by the Seller and/or the Contractor.
- III.10. The Seller and/or the Contractor shall not be bound, in relation to the Total Price of the Goods and/or the Work, the parameter of the Goods and/or the Work and the extent of liability for defects in the Goods and/or the Work, by information provided obviously incorrectly by an employee of the Seller and/or the Contractor, if the incorrectness must have been apparent to the usual Buyer and/or Customer, i.e. to any legally competent person who has the common sense of an average person and the ability to use it with ordinary care and caution, given the contents of the Seller's and/or the Contractor's GTC and in the context of other information provided by the Seller and/or the Contractor.
- III.11. In the event that the Buyer and/or the Customer attaches their own GTC to the Order, the Seller and/or the Contractor shall only be bound by them if the Seller and/or the Contractor confirms them in writing to the Buyer and/or the Customer in advance. In such case, the Order and the Buyer's and/or the Customer's GTC shall prevail over the Seller's and/or the Contractor's GTC, unless otherwise agreed by the Contracting Parties. The provision of Section 1751(2) of the Civil Code shall be excluded.

- III.12. The termination of an obligation under the Contract does not relieve the Contracting Parties of the obligation to pay the agreed contractual penalty or damages incurred by the other Contracting Party through the breach of the obligation to which the contractual penalty or damages relate.
- III.13. The provisions of Sections 1798-1800 of the Civil Code shall not apply to obligations established under the Contract concluded between the Contracting Parties.

E-SHOP

- III.14. Only registered and logged-in Buyers are allowed to order Goods through the E-shop on the basis of a confirmed registration by the Seller sent to the Buyer via an email message. The Buyer creates an Order by searching for the Goods in the catalogue and placing them in the shopping cart using the "add to shopping cart" button. The Buyer shall send this Order to the Seller by making a confirmation in the shopping cart.
- III.15. On the basis of the Order for the Goods, the Seller shall send the Buyer an Order confirmation, which is sent to the Buyer's email address provided by the Buyer, thus concluding the Purchase Contract. In the event that the Buyer's Order is not eligible for acceptance by the Seller solely due to missing details, the Seller shall notify the Buyer of this fact with a request to send a proper Order. The correctness of the Order shall be confirmed by the Buyer by accepting the ordered Goods.
- III.16. The Buyer can check and possibly modify the Order created via the E-shop before sending it. In the case of a change to an Order that has been previously accepted by the Seller, the Order changed in this manner shall be binding for both Contracting Parties at the moment of acceptance of the change by the Seller. The Seller is not obliged to accept a change of the Order at the moment when it has already handed over the Goods according to the original Order to the carrier or has already modified the Goods at the Buyer's request. The Seller may reject the Order if the Buyer has not previously fulfilled its obligation to take delivery of the Goods or to pay the agreed Price on time.
- III.17. The Seller may unilaterally cancel the Buyer's Order in the event that the ordered performance (Goods) becomes impossible because the ordered Goods are no longer manufactured or are not delivered to the market available to the Seller or are unavailable for a long period of time due to reasons not attributable to the Seller. If the aforementioned impossibility of performance concerns only part of the ordered performance, the Seller may cancel only that part of the Order. The Seller may cancel the Order if there is a significant change in the Price at which the Goods are supplied to the Seller by the suppliers, where such change was not known to the Seller at the time of acceptance of the Order. Before cancelling the Order, the Seller shall inform the Buyer immediately of the change in the Price and attempt to reach an agreement, in which case, if no agreement on a new Price is reached with the Buyer, the Seller shall be entitled to cancel the Order without any further action and without any compensation to the Buyer.
- III.18. The contract is therefore concluded at the moment when:
- the Seller and/or the Contractor sends the Buyer and/or the Customer an email confirmation of the Buyer's and/or the Customer's Order,
 - the Seller and/or the Contractor receives the Seller's and/or the Contractor's offer confirmed by the Buyer and/or the Customer,

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- it is signed by both Contracting Parties if it is in writing.

From the moment of conclusion of the Contract, the Buyer and/or the Customer and the Seller and/or the Contractor shall have mutual rights and obligations as defined in the Contract and these GTC, which form an integral part of the Contract. However, the Contract does not have to be in writing.

IV. DELIVERY TIME

- IV.1. The delivery time specified in the Order is for indicative purposes only and is not a fixed date for the Delivery. The Buyer and/or the Customer shall not be entitled to withdraw from the Contract if the Seller and/or the Contractor is in default with the delivery of the Goods and/or the Work.
- IV.2. In the event that the ordered Goods and/or the Work cannot be delivered within the specified time, the Seller and/or the Contractor shall promptly inform the Buyer and/or the Customer thereof together with information on an alternative delivery date. If such Goods cannot be delivered even on the alternative date because the Goods are no longer available, the Buyer and the Seller may withdraw from the Contract. In the event of withdrawal from the Contract, the Contracting Parties shall return each other everything they have mutually performed prior to withdrawal from the Contract.

V. TERMS OF DELIVERY OF THE GOODS

- V.1. The Seller and/or the Contractor shall notify the Buyer and/or the Customer of the readiness of the Goods for acceptance by any appropriate means, in particular by email or telephone, during the agreed delivery period. Unless otherwise specified in the Order, the Seller and/or the Contractor shall deliver the Goods to the Buyer and/or the Work to the Customer at the place of performance.
- V.2. The place of performance shall be the registered office of the Buyer and/or the Customer, unless otherwise specified in the Order.
- V.3. The date of performance is agreed, within the meaning of Section 1962(2) of the Civil Code, in favour of the Seller and/or the Contractor, who is entitled to deliver the Goods and/or the Work up to 14 days before the date of performance, but is obliged to inform the Buyer and/or the Customer in advance of the date of delivery.
- V.4. In the event that the Buyer and/or the Customer fails to fulfil their obligation to take the Delivery in due and timely manner or fails to provide the required cooperation, the Seller and/or the Contractor shall be entitled to:
- store the Goods and/or the Work in its premises or with a third party at the expense of the Buyer and/or the Customer;
 - withdraw from all or some of the Contracts already concluded between the Seller and/or the Contractor and the Buyer and/or the Customer.
- V.5. The Buyer and/or the Customer shall, in the case described in paragraph V.4, indemnify the Seller and/or the Contractor for all costs and damages, if any, incurred by the Seller and/or the Contractor as a result of the Buyer's or the Customer's failure to fulfil the obligation to

accept the Goods and/or the Work in due and timely manner or as a result of the failure to provide cooperation.

- V.6. If the Seller and/or the Contractor shall be obliged, under a Contract agreed with special conditions, to fulfil its obligation to deliver the Goods and/or the Work to the Buyer and/or the Customer before the Total Price has been paid in full, the Seller and/or the Contractor shall be entitled to refuse to deliver the Goods and/or the Work to the Buyer and/or the Customer if it becomes apparent after the Contract has been concluded that the Buyer or the Customer is unable to fulfil their obligation to pay the Total Price. In such case, the Seller is entitled to require the Buyer and/or the Customer to provide the Seller with security for payment of the Total Price. In the event that the Seller and/or the Contractor finds such security insufficient, it shall be entitled to withdraw from the Contract.

VI. HANDOVER OF THE GOODS AND/OR THE WORK – RISK OF DAMAGE TO THE GOODS AND/OR THE WORK

- VI.1. The risk of damage to the Goods and/or the Work shall pass to the Buyer and/or the Customer at the time when:
- the Goods and/or the Work are handed over to them by the Seller and/or the Contractor;
 - or
 - the Goods and/or the Work are handed over to the first carrier.
- VI.2. Damage to the Goods and/or the Work occurred after the risk of damage has passed to the Buyer and/or the Customer shall not affect the Buyer's or the Customer's obligation to pay the Seller and/or the Contractor the Total Price.
- VI.3. The risk of damage to the Work being made shall be borne by the Contractor until even a part of the Work has been properly completed and the Work has been handed over to the Customer. The Customer shall be obliged to handle the subject of the Delivery in a way ensuring that it is not damaged. A handover report shall be drawn up on the handover and acceptance of the Work, which shall assess the quality and completeness of the Work, any defects and deficiencies, arrears of work, including the method and date of their removal. Minor defects and deficiencies not impeding the use and functionality of the Work shall not be grounds for refusal to accept the Work. The Customer shall be obliged to participate in the handover of the Work or to appoint a representative to perform this act on their behalf. In the event that neither the Customer nor their representative are present for the handover of the Work, the Contractor shall be entitled to make a unilateral report of the handover of the Work and the Work shall be deemed to have been duly handed over. Also on the date of the unilateral report of the handover of the Work, the Contractor shall be entitled to invoice the Total Price for the Work or the remaining part of the Total Price for the Work.

VII. PRICE AND PAYMENT TERMS

- VII.1. The Price does not include the cost of transportation of the Goods and/or the Work and ancillary services of the Seller and/or the Contractor, such as customs duty or other charges related to the delivery of the Goods or Work.
- VII.2. All payments between the Seller and/or the Contractor and the Buyer and/or the Customer shall be made in Czech crowns or in euros, unless otherwise agreed. Payment shall be made in cashless form to the bank account of the Seller and/or the Contractor, and/or in cash on delivery.

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- VII.3. Any price information contained in price lists or offer catalogues of the Seller and/or the Contractor or the manufacturer is for information only and the Seller and/or the Contractor is entitled to change such information at any time.
- VII.4. In the event that the operational, material or labour costs associated with the delivery of the Goods and/or the Work change between the time of the conclusion of the Contract and the date of the Delivery, or the tax or customs charge for the Delivery changes due to changes in legislation, the Seller and/or the Contractor shall be entitled to adjust the Price agreed with the Buyer and/or the Customer accordingly.
- VII.5. Failure to pay invoices when due and in the amount invoiced shall constitute a material breach of the Contract. By confirming the Order for the Goods and/or the Work, the Buyer and/or the Customer expressly declares that they have secured financing for the entire Work and/or Goods in accordance with the Contract. In the event that at any time during the making of the Work or delivery of the Goods this declaration by the Customer and/or the Buyer proves to be erroneous or false, the Seller and/or the Contractor shall be entitled, on this basis, not to start, to interrupt or not to complete the Work being made, and the Seller shall be entitled not to deliver the Goods ordered, and the Buyer and/or the Customer shall, within 10 calendar days of the Contractor's and/or the Seller's request, provide the Seller and/or the Contractor with adequate security for the Contractor's and/or the Seller's claims against the Buyer and/or the Customer (e.g. guarantor's declaration, promissory note, establishment of a lien on the Buyer's and/or the Customer's property, transfer of the ownership right to the Customer's and/or Buyer's things, assignment of the Customer's and/or the Buyer's claims).
- VII.6. If the Buyer and/or the Customer is in default with the payment of the Total Price or its advance, the Buyer or the Customer shall pay the Seller and/or the Contractor a contractual penalty in the amount of 0.5% per day from the amount due for each day of default or part thereof until payment is made. If payment of the Total Price in instalments has been agreed, the Total Price shall become due in full in the event of default by the Buyer and/or the Customer. The contractual penalty shall be payable within 14 days from the date of delivery of the written statement thereof to the Buyer and/or the Customer.
- VII.7. If the Buyer's and/or the Customer's default with payment of any amount continues for more than 4 weeks, the Seller and/or the Contractor shall be entitled to withdraw from the Contract.
- VII.8. In the event that the Seller and/or the Contractor exercises the right to withdraw from the Contract in the event of the Buyer's and/or the Customer's default with payment of any amount of money, the Seller and/or the Contractor shall be entitled to retain the partial payments already made by the Buyer and/or the Customer as a contractual penalty for breach of the Buyer's and/or the Customer's obligation to pay duly and on time. However, the amount of the contractual penalty shall not exceed 15% of the Total Price. The Buyer and/or the Customer shall be obliged to compensate the Seller and/or the Contractor individually in full for any damage that the Contractor and/or the Seller may incur in this connection.

VIII. ACQUISITION OF THE OWNERSHIP RIGHT

- VIII.1. The ownership right to the Goods and/or the Work shall pass to the Buyer and/or the Customer from the Seller and/or the Contractor only when the Buyer and/or the Customer has paid the Total Price in full.

- VIII.2. Payment of the Total Price shall mean crediting the amount in question to the Seller's and/or the Contractor's bank account or depositing payment in cash to the Seller and/or the Contractor at its seat.
- VIII.3. However, the reservation of the ownership right shall not affect the passage of the risk of damage to the Goods and/or the Work.

IX. WITHDRAWAL FROM THE CONTRACT

- IX.1. The Seller and/or the Contractor and the Buyer and/or the Customer may only withdraw from the Contract if the Civil Code, the GTC or the Contract itself so provide.
- IX.2. The Seller and/or the Contractor may withdraw from the Contract if, after the conclusion of the Contract, the Seller and/or the Contractor cannot perform the Contract, or if any of the events of *Force Majeure* or delayed performance of contractual obligations by subcontractors or carriers occur on the part of the Seller and/or the Contractor or the manufacturer of the Goods or subcontractors. The Seller and/or the Contractor shall also be entitled to withdraw from the Contract in the event that the Seller and/or the Contractor becomes bankrupt, over-indebted or has its assets declared bankrupt by a court. The Seller and/or the Contractor shall also be entitled to withdraw from the Contract in the event that the Buyer and/or the Customer becomes bankrupt, over-indebted or has its assets declared bankrupt by a court.

X. WARRANTY CONDITIONS, RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- X.1. The Seller and/or the Contractor shall deliver to the Buyer and/or the Customer the Goods and/or the Work in the agreed quantity, quality and workmanship. If quality and workmanship are not agreed, the Seller and/or the Contractor shall perform in a quality and workmanship suitable for the purpose evident from the Contracts; otherwise for the usual purpose.
- X.2. The Seller and/or the Contractor shall pack the Goods and/or the Work in the manner usual for the relevant Goods and/or Work and in the manner necessary for the preservation of the Goods and/or the Work, unless packaging is specified in the Order or in the technical specifications for the Delivery, which are usually attached to the Order.
- X.3. Unless it is agreed how the Goods and/or the Work should be packed, the Seller and/or the Contractor shall pack the Goods and/or the Work in a manner necessary for the preservation and protection of the Goods and/or the Work. The Seller and/or the Contractor shall provide the Goods and/or the Work in the same manner for transportation.
- X.4. Rights arising from defects in the Goods and/or the Work shall be claimed with the Seller and/or the Contractor. The Buyer and/or the Customer shall claim defects in writing without undue delay after discovering them, but not later than on the last day of the agreed warranty period. In the complaint, the Buyer and/or the Customer shall provide a detailed description of the defect and their claim based on liability of the Seller and/or the Contractor for defects.
- X.5. If the Buyer and/or the Customer asserts a right based on defective performance, the Seller and/or the Contractor shall confirm to the Buyer and/or the Customer in writing when the right was asserted, as well as performance of the repair and the duration of the repair. The Contracting Parties have agreed that the right based on liability for defects shall consist exclusively in the Buyer's and/or the Customer's right to have the Goods and/or the Work

repaired free of charge or to be given a reasonable discount on the Total Price of the Goods and/or the Work, at the Seller's and/or the Contractor's discretion.

- X.6. The time limit for settlement of the claim shall run from the handover/delivery of the Goods and/or the Work to the Seller and/or the Contractor or to the place designated for the repair. The Buyer and/or the Customer shall pack the Goods and/or the Work for transportation in suitable packaging to prevent damage; the Goods and/or the Work must be clean and complete.
- X.7. The Seller and/or the Contractor undertakes to inform the Buyer and/or the Customer about the settlement of the complaint by email, as requested by the Buyer and/or the Customer.
- X.8. The Seller and/or the Contractor shall be liable to the Buyer and/or the Customer for defects in the Goods and/or the Work for the duration of the warranty period.
- X.9. The warranty period shall start on the date of handover of the Goods and/or the Work according to these GTC and is agreed with the Buyer and/or the Customer in each individual case according to the Goods and/or the Work.
- X.10. The warranty does not apply in particular to obvious defects detectable upon acceptance, defects caused by improper use of the Goods and/or the Work, improper storage, unprofessional or inadequate handling, operation under unusual conditions, physical damage, as well as defects caused by failure to follow the instructions in the operating instructions, in the technical manual, instructions on maintenance, and defects caused by external effects. Furthermore, the warranty does not cover wear and tear caused by normal use of the Goods and/or the Work, and the Goods and/or the Work that have been repaired.

XI. PRINCIPLES OF HANDLING AND PROTECTION OF PERSONAL DATA

- XI.1. The Seller and/or the Contractor shall process the Buyer's and/or the Customer's personal data necessary for the proper performance of its activities (hereinafter referred to as "Personal Data") in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council ("GDPR") of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, as amended.

The Seller and/or the Contractor processes the following Personal Data:

- identification data, which means in particular first and last name, company name, username and password, registration number and VAT number, registered office;
- contact data, which means personal data that enable contact with the Buyer and/or the Customer, in particular email address, telephone number, delivery address, billing address;
- the Buyer's and/or the Customer's order data, which shall include in particular the details of the Goods and/or the Work ordered by the Buyer and/or the Customer, the method of delivery and payment, including the payment account number, and details of complaints;
- derived data, which means personal data derived from the Buyer's and/or the Customer's settings, data about the Goods and/or the Work ordered by the Buyer and/or the Customer from the Seller and/or the Contractor.

- XI.2. The Seller and/or the Contractor shall process Personal Data only for the purposes and on the legal basis set out below:
- performance of the contract.
- XI.3. Personal Data shall be disclosed by the Seller and/or the Contractor to the following third parties:
- external accountant;
 - external law firm;
 - persons who provide server, web, cloud or IT services to the Seller and/or the Contractor or who are the Seller's and/or the Contractor's business partners.
- XI.4. Personal Data shall be processed by the Seller and/or the Contractor for the duration of the Contracts or for the period necessary to fulfil its archiving obligations in accordance with applicable legal regulations, but no longer than for 10 years from the termination of the given Contract.
- XI.5. In accordance with the regulations for the protection of Personal Data, the Buyer and/or the Customer has the following rights:
- XI.5.1. RIGHT OF ACCESS to Personal Data with the Seller and/or the Contractor, which means that the Buyer and/or the Contractor may, at any time, request confirmation from the Seller and/or the Contractor as to whether or not Personal Data concerning the Buyer and/or the Customer are being processed and, if so, for what purposes, to what extent, to whom they are disclosed, for how long they will be processed, whether the Buyer and/or the Customer has the right to rectification, erasure, restriction of processing or the right to object, where the Personal Data was obtained from, and whether the processing of Personal Data results in automated decision-making, including profiling, if any. The Buyer and/or the Customer also has the right to obtain a copy of their Personal Data, it being understood that the first provision is free of charge and that the Seller and/or the Contractor may require reasonable payment of administrative costs for any further provision.
- XI.5.2. RIGHT TO RECTIFICATION of Personal Data, which means that the Buyer and/or the Customer may ask the Seller and/or the Contractor to correct or complete Personal Data if they are inaccurate or incomplete.
- XI.5.3. RIGHT TO ERASURE of Personal Data, which means that the Seller and/or the Contractor must erase the Personal Data if (i) they are no longer necessary for the purposes for which they were collected or otherwise processed, (ii) the Buyer and/or the Customer withdraws consent and there is no other reason for the processing, (iii) the Buyer and/or the Customer objects to the processing and there are no overriding legitimate grounds for the processing, (iv) the processing is unlawful, or (v) a legal obligation requires it.
- XI.5.4. RIGHT TO RESTRICTION OF PROCESSING of Personal Data, which means that until the disputed issues regarding the processing of Personal Data are resolved, specifically if (i) the Buyer and/or the Customer disputes the accuracy of Personal Data, (ii) the processing is unlawful, but instead of erasing Personal Data, the Buyer and/or the Customer only wants to restrict their processing, (iii) the Seller and/or the Contractor no longer needs Personal Data for the purposes of the processing but the Buyer and/or the Customer needs them, or (iv) or if the Buyer and/or the Customer objects to the processing, the Seller and/or the Contractor may only store Personal Data and further processing is subject to the consent of the Buyer and/or the Customer or to the fact these Personal Data are needed for the establishment, exercise or defence of legal claims.

- XI.5.5. RIGHT TO DATA PORTABILITY, which means that the Buyer and/or the Customer has the right to obtain Personal Data that they have provided to the Seller and/or the Contractor with consent to the processing or for the purpose of performance of the Contracts, in a structured, commonly used and machine-readable format and, where technically feasible, has the right to have the Seller and/or the Contractor transfer such data to another controller.
- XI.5.6. RIGHT TO OBJECT to the processing of Personal Data, which means that the Buyer and/or the Customer may lodge a written or electronic objection to the processing of their Personal Data with the Seller and/or the Contractor or the DPO, which will cause the Seller and/or the Contractor not to process Personal Data further, unless the Seller and/or the Contractor can demonstrate serious legitimate grounds for the processing which override the interests of the Buyer and/or the Customer or the rights and freedoms of the Buyer and/or the Customer.
- XI.6. The Buyer and/or the Customer may assert all their rights set out in the previous paragraph with the Seller and/or the Contractor either in writing by registered letter sent to the address of the Seller's or the Contractor's registered office or electronically at the email address info@cecho.cz.
- XI.7. Furthermore, the Buyer and/or the Customer has the right to lodge a complaint against the processing of Personal Data with the Office for Personal Data Protection at the address: www.uoou.cz.
- XI.8. The provision of Personal Data is required because they are necessary for the performance of the obligations under the Contracts or because their provision is required by law. Failure to provide Personal Data may result in the fact that Contracts will not be concluded.
- XI.9. No automated decision-making or profiling is carried out on the basis of Personal Data processed.
- XI.10. In the event that the Seller and/or the Contractor uses Personal Data for a purpose other than that set out in this Article, it shall promptly provide the Buyer and/or the Customer with information about that other purpose and with other information set out in this Article.

XII. OTHER ARRANGEMENTS

XII.1. ASSIGNMENT, SET-OFF, LIMITATION

- XII.1.1. The Seller and/or the Contractor shall be entitled, as the assignor, to assign the Contract or any part thereof to third parties. Such third parties shall be entitled to assume the obligations of the Seller and/or the Contractor towards the Buyer and/or the Customer arising from the Contracts. The legal effects of the assignment shall be effective against the Buyer and/or the Customer at the time of their written notification by the Seller and/or the Contractor.
- XII.1.2. The Buyer and/or the Customer shall not be entitled, as the assignor, to assign its rights and obligations under the Contracts, even the part thereof that has not been fulfilled, to another person, unless the Seller and/or the Contractor gives the Buyer and/or the Customer written consent thereto.
- XII.1.3. The Buyer and/or the Customer agrees to the right of the Seller and/or the Contractor to set off, by unilateral legal action, a due monetary claim of the Seller and/or the Contractor against the Buyer and/or the Customer arising from the Contracts concluded under these GTC.

- XII.1.4. The Seller and/or the Contractor shall be entitled to set off unilaterally against the Buyer's and/or the Customer's claims also such of its claims which are not yet due, in respect of which a decision cannot be executed, whose satisfaction cannot be enforced in court or which are barred by limitation.
- XII.1.5. The Seller and/or the Contractor shall be entitled to assign, including assignment of claims or rights as security, or to pledge its claims against the Buyer and/or the Customer.
- XII.1.6. The Contracting Parties agree on a limitation period of ten years from the maturity date of the due claim.

XII.2. DELIVERY OF CONSIGNMENTS, PRESUMPTION OF THE TIME OF REACHING

- XII.2.1. The delivery of consignments between the Seller and/or the Contractor and the Buyer and/or the Customer within the meaning of these GTC shall be made to the address of the seats of the Contracting Parties as specified in the Order or in the Contracts, as the case may be, unless the Contracting Parties have demonstrably agreed on a different place of delivery.
- XII.2.2. Consignments may be delivered in person, by a postal service provider or by courier or other carrier of the Seller's and/or the Contractor's choice.
- XII.2.3. Any delivery shall be deemed to have been duly effected either on the date of actual delivery or on the 3rd day following the refusal of acceptance at the relevant address or on the 10th day following the date of deposit of the consignment at the post office due to the impossibility of delivery to the addressee. The Contracting Parties shall notify the other Contracting Party in writing without undue delay of any change of the delivery address, otherwise they shall bear the consequences of the breach of this obligation.

XII.3. CHOICE OF LAW, ARBITRATION AGREEMENT, PROROGATION

- XII.3.1. Legal relations arising from the Contracts, as well as legal relations not directly regulated by the Contracts or these GTC, including rights and obligations arising from a breach of the Contracts and these GTC that has occurred or will occur, shall be governed by the Civil Code.
- XII.3.2. Provisions of the Contracts that are in conflict with the GTC shall prevail over the provisions of the GTC.
- XII.3.3. The Contracting Parties undertake to resolve disputes arising from the Contracts first by agreement. If this is not possible, then always according to the legal regulations in force in the Czech Republic.
- XII.3.4. All disputes arising between the Seller and/or the Contractor and the Buyer and/or the Customer on account of and in connection with the Orders or Contracts shall be finally settled before the Arbitration Court of the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in accordance with its rules by three arbitrators. The proceedings shall always be conducted in the Czech language. The place of arbitration shall be Prague. The Contracting Parties have further agreed that the Arbitration Court shall also settle all other disputes arising between them from or in connection with contractual relations already entered into or arising in the future, by arbitrators and in accordance with the rules as set out in this paragraph.

XII.3.5. The Contracting Parties have further agreed that, pursuant to Section 558(2) of the Civil Code, business usages maintained in general or in a given industry shall not be taken into account.

XII.4. FORCE MAJEURE

XII.4.1. The Seller and/or the Contractor shall not be liable for any delay or impossibility of delivery of the Goods due to a circumstance excluding liability – *force majeure*.

XII.4.2. Circumstances excluding liability shall be deemed to be natural disasters, any embargoes, civil wars, insurrections, wars, terrorist attacks, riots, epidemics or pandemics. Natural disasters include, in particular, fire, lightning, flood or inundation, windstorm or hailstorm, avalanche, rockslide, landslide or rockfall.

XII.4.3. Should such a situation arise under Article XII.4.1, the Seller and/or the Contractor shall immediately inform the Buyer and/or the Customer and shall have the right to either extend the delivery time or withdraw from the Contracts, without any liability for damage incurred by the Buyer and/or the Customer from the non-performance of the Contracts. If performance has been provided by the Buyer and/or the Customer (payment of the Price or advance, etc.), the Seller and/or the Contractor shall return such performance to the Buyer and/or the Customer without undue delay.

XII.5. PROTECTION OF CONFIDENTIAL INFORMATION

XII.5.1. All information mutually provided by the Contracting Parties in the negotiation of the Contracts and in connection therewith shall be confidential and neither Contracting Party to whom such information has been provided shall disclose it to any third party, except the Seller's and/or the Contractor's suppliers, or use it contrary to its purpose for its own needs. Furthermore, the Contracting Parties shall treat as confidential and keep confidential any information concerning the Goods and/or the Work that is not publicly available or known. In this Context, the Contracting Parties undertake to oblige all their employees or persons whom they assign to perform partial tasks in connection with the performance of the subject matter of the Contracts to maintain confidentiality in respect of confidential information.

XII.5.2. The confidentiality obligation does not apply to information which:

- can be disclosed without a breach of the Contracts,
- has been exempted from these restrictions by written consent of both Contracting Parties,
- is known or has been disclosed otherwise than as a result of a breach of obligation by either Contracting Party,
- the recipient knows before it is disclosed by the Contracting Party,
- is required by a court, prosecutor's office or competent administrative body by virtue of law, or the disclosure is required by law,
- is disclosed by either Contracting Party to a person bound by legal obligation of confidentiality (e.g. lawyer) for the purpose of asserting the Contracting Party's rights.

XII.5.3. In the event of a breach of an obligation pursuant to Article XII.5 of the GTC, the Contracting Party concerned is entitled to demand from the other Contracting Party the surrender of the benefit from the transaction in which it breached this obligation or the transfer of the corresponding rights free of charge to the entitled Contracting Party. This is without prejudice to the right to compensation for damage caused. In this case, the Contracting Parties also agree to compensate for non-pecuniary damage.

XIII. COMMON, TRANSITIONAL AND FINAL PROVISIONS

- XIII.1. Legal relations established between the Seller and/or the Contractor and the Buyer and/or the Customer before these GTC took effect shall remain in force and shall be governed by the contractual arrangements applicable to the given contractual relationship between the Contracting Parties at the time of conclusion of the Contracts, unless otherwise agreed.
- XIII.2. The Seller and/or the Contractor shall be entitled to amend the GTC or to add new provisions to the GTC, in particular with regard to the scope and validity of the GTC, the scope of the amendments to the GTC and the rules for the implementation of such amendments, the identification and actions of the Buyer and/or the Customer, the actions of the Seller and/or the Contractor, the formation, amendment and termination of the Contracts, as well as the terms of delivery, communication and service. The Seller and/or the Contractor shall be entitled to amend or add new provisions to the GTC if there is a reasonable need for such amendment or addition. The Seller and/or the Contractor shall send to the Buyer and/or the Customer the text of the amendments and additions or the full text of the amended GTC no later than 2 months before the proposed effective date of such amendment to the Buyer's and/or the Customer's email address specified in the Order. If the Buyer and/or the Customer does not agree with the proposed amendment to the GTC, the Buyer and/or the Customer shall be entitled to terminate the respective contractual relationship for this reason with effect from the date immediately preceding the effective date of the proposed change (amendment). If the Buyer and/or the Customer does not terminate the contractual relationship in this way, the new version of the GTC shall become binding for the concluded contractual relationship as a change to the originally agreed terms and conditions of the contractual relationship, with effect from the date specified in the relevant amendment to the GTC as the date of entry into force of the new version of the GTC.
- XIII.3. In order to ensure proper performance of obligations under the Contracts, the Contracting Parties are obliged to inform each other without undue delay of any change in their identification data, as compared to the data specified in the Contracts, as well as of other changes or facts that may affect the performance of obligations under the Contracts arising under these GTC.
- XIII.4. These GTC shall always prevail over any GTC of the Buyer and/or the Customer.
- XIII.5. These GTC are drawn up in the Czech and English language, with the Czech version always taking precedence in the event of a conflict.
- XIII.6. These GTC including their components are valid and effective from 01.01.2022
- XIII.7. The following is an integral part of these GTC: i) Schedule of rates for servicing carried out by service technicians.

In Polnička, on 01.03.2022

CECHO - BOHUMIL CEMPÍREK s.r.o.

specialista v technologii vstřikování plastů, forem a nástrojů

IČO: 276 80 703

DIČ: CZ 276 80 703

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