TECHNOTRADE
MEMBER OF HAINZL MOTION & DRIVES

General Terms and Conditions

of **TECHNOTRADE spol. s r.o**., with registered office at Hálkova 801/33, Hodolany, 779 00 Olomouc, Czech Republic, ID No.: 14615355, registered in the Register of Companies maintained by the Regional Court in Ostrava, Czech Republic, Section C, Insert 446 (hereinafter referred to as the "**Company**"),

Company website: https://www.technotrade.cz/, https://eshop.technotrade.cz/

1. Introductory Provisions, Definitions of Terms

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") of the Company apply to all contracts concluded by the Company in the course of its business as a supplier (seller) of goods/products (or related services) to other entrepreneurs, in particular via its website (https://eshop.technotrade.cz/) and other means of remote communication (especially e-mail, fax, telephone or other communication platforms).

1.2 The Contracts defined in Article 1.1 of these GTC are hereinafter referred to as "**Contracts**" and each individual such Contract as a "**Contract**".

1.3 The persons (parties) with whom the Company enters into Contracts are hereinafter referred to as "**Customers**", individually as a "**Customer**".

1.4 In all cases, the Customers are entrepreneurs, which they declare and confirm by accepting these GTC. It follows that they are:

- a party registered in the Register of Companies

  or

- a party who, on their own account and responsibility, independently carries out a gainful activity in the form of a trade or in a similar manner with the intention to do so consistently for profit, with regard to this activity.

1.5 The Customer and the Company are hereinafter collectively referred to as the "**Contracting Parties**".

1.6 The goods, products (or related services) supplied (provided) by the Company to the Customer are hereinafter referred to collectively as "**Goods**".

1.7 Company website (e-shop at) https://eshop.technotrade.cz/ is hereinafter referred to as the "**E-shop**".

1.8 These GTC apply to the Contracts and all relationships arising from and related to the Contracts.

1.9 Where these GTC require a written form of negotiation, this form is maintained and complied with also by the exchange of electronic messages (e.g. e-mails) without a guaranteed electronic signature, unless otherwise specified below. This does not apply in the cases where the written form is required by law.

1.10 In the event of a conflict with these GTC, the provisions contained in the Purchase Order (as defined below) shall prevail. Otherwise, these GTC may only be deviated from by express written agreement between the Company and the Customer. These GTC may not be deviated from, e.g. by confirming other terms and conditions.

1.11 The Contracts are in the nature and regime of a purchase contract pursuant to Section 2079 *et seq.* of Act No. 89/2012 of the Coll., the Civil Code, as amended (hereinafter referred to as

the "**Civil Code**"). The Customer fully acknowledges this fact. Even if in a particular case the Contract is of a different contractual type due to all the circumstances, these GTC shall still apply in full – any provisions reflecting the nature of the Contract as a purchase contract, which logically may not be applied to a specific contractual type of contract, shall be applied in such a way as to preserve their meaning and purpose to the maximum extent possible.

1.12 The Customer's terms and conditions (or other similar documents and conditions of the Customer or third parties) are not part of the Contract. When concluding the Contract, the Customer is not entitled to rule out the validity of these GTC, or parts thereof.

2. Conclusion of Contracts – the Contracting Process

2.1 The Contracting Parties are not restricted in any way in their negotiations for the conclusion of the Contract. Such negotiation may take place in person, in writing, by electronic communication or by any other appropriate means. Primarily, however, the E-shop is used. This is where the Company indicates in particular the kind/type of Goods it offers, the price of the Goods and, if applicable, transport, availability and other related information.

2.2 The Company reserves and the Customer acknowledges that the information provided on the E-shop may not always be up-to-date, there may be deviations, errors in writing and calculations, etc. The Contracting Parties exclude the application of Section 1732 (2) of the Civil Code – the advertising and the content of the E-shop do not constitute a Purchase Order concluding a contract and the contracting process according to these GTC shall apply.

2.3 The Customer expresses their interest in purchasing the Goods, i.e. in concluding the Contract, by sending the Company a Purchase Order (hereinafter referred to as the "**Purchase Order**"). The Purchase Order is a binding offer to conclusion of a contract and the Customer is bound by it. The Purchase Order includes in particular the information filled in by the Customer and further information about the Goods, their price, delivery, availability, etc., which is given at the time of creating the order via the E-shop. In order to create a Purchase Order, the Customer primarily uses the E-shop – specifically by placing the Goods in the basket, selecting the method of transport, payment, final confirmation, etc.

2.4 By submitting a Purchase Order via the E-shop, the Customer agrees with the information provided on the E-shop (especially regarding price, availability and delivery, etc.) and with these GTC and acknowledges that the as soon as the Company accepts the Purchase Order, the Contract is concluded.

2.5 The Company will send the Customer an automatic e-mail confirmation of delivery of its Purchase Order made via the E-shop. This confirmation is not an acceptance of the Purchase Order and does not cause the conclusion of the Contract. It is only a confirmation that the Purchase Order has been delivered to the Company.

2.6 Subsequently, the Company will inspect the Purchase Order. After the inspection, the Company will state in writing whether it:

a) accepts the Customer's Purchase Order, thereby concluding the Contract

or

b) proposes additions, modifications or other changes to the Purchase Order – especially with regard to the actual availability of the Goods, specifics of transport, possible taxes or duties, the need to adjust payment terms, etc.

or

c) rejects the Customer's Purchase Order – especially with regard to the impossibility of performance, unavailability of the Goods, etc.

2.7 In the case of the procedure pursuant to Clause 2.6 b) of these GTC, the Contracting Parties shall negotiate an adjustment of the Purchase Order (i.e. the content of the Contract) in order to agree in particular on the specification and quantity of the Goods, price, due date, delivery date and method, etc. If an agreement is reached and the Customer agrees to the modified terms and conditions, the Contract is subsequently concluded (only) as soon as the Company accepts the agreed terms and conditions in writing – i.e. accepts the modified Purchase Order. The contents of the Purchase Order shall then apply as agreed/modified.

2.8 The procedure under Clause 2.7 of these GTC shall also apply to the negotiation and conclusion of the Contract without using the E-shop. For the purposes of these GTC, the terms and conditions of the Contract negotiated outside the E-shop shall be deemed to constitute a Purchase Order.

2.9 The Contract implies for the Company in particular the obligation to hand over / deliver the Goods to the Customer and to enable the Customer to acquire the title to the Goods. For the Customer, the Contract implies in particular the obligation to pay the Company the agreed purchase price.

2.10 The content of the Contract is primarily governed by the Purchase Order and these GTC – together they form a complete and integral Contract, which constitutes the totality of the rights and obligations of the Contracting Parties in relation to the delivery of the Goods under the terms of the Contract. In the event that there is any inconsistency or conflict between the Purchase Order and these GTC, the documents shall (legally) prevail in the following order (where the former shall prevail over the latter):

- the Purchase Order,
- these GTC,
- provisions of the statutory provisions which are dispositive in nature.

2.11 The concluded Contract is binding on both the Contracting Parties. The Contract may be amended (as to its content) or cancelled only by written agreement of the Contracting Parties.

2.12 In the event that a Contract is concluded between the Contracting Parties in the form of a complete written document (especially in paper form), the Contract so concluded shall be deemed to be an accepted Purchase Order for the purposes of these GTC and these GTC shall also apply to it, unless expressly excluded in the said document (contract).

3. Delivery of Goods

3.1 In the event of "in-person" collection (handover and receipt) of the Goods at a particular location, the Company shall fulfil its obligation to hand over the Goods to the Customer if it allows the Customer to collect the Goods at that location. The Company will notify the Customer when the Goods are ready for collection.

3.2 If the Goods are to be dispatched to the Customer via a carrier, the Company shall fulfil its obligation to transfer the Goods to the Customer by handing them over to the first carrier for carriage to the Customer.

3.3 If the place of delivery (handover and receipt of the Goods) is not specified in the Purchase Order, the Company shall deliver the Goods at the Company's premises: Nasobůrky 173, 783 21 Litovel-Nasobůrky.

3.4 The Company is obliged to perform within the agreed time. Unless otherwise stated in the Purchase Order or on the E-shop, the Company shall dispatch the Goods within 5 (five) working days from the date on which the purchase price is credited to the Company's account and in the case of payment on receipt or in cash on delivery within 5 (five) working days from the date of conclusion of the Contract.

3.5 The Company shall not be liable for a delayed or failed performance due to the fault of its suppliers or carriers. The agreed period of performance shall be extended by Customer's period of delay, if the Company may not perform duly and timely as a result of such delay.

3.6 The Customer is obliged to accept the Goods:

- in the case of "in-person" collection, no later than 10 (ten) working days from the date of the Company's notification that the Goods are ready for handover,
- in the case of dispatch of the Goods by carrier, at the time of delivery by that carrier.

3.7 Deliveries outside the European Union: In the case of delivery of Goods to countries outside the European Union, the Goods are standardly delivered under the DAP (Delivered at Place) rule according to INCOTERMS 2020 (to the agreed place of destination). In such cases, all costs associated with import customs clearance, import taxes (VAT), duties, and any other fees related to the import of goods into the country of destination are borne exclusively by the Customer. The Company shall not be liable for any delays in delivery caused by customs clearance procedures in the country of destination.

3.8 In the event that for reasons on the Customer's part it is necessary to send/deliver the Goods repeatedly or in a different way than specified in the Purchase Order, the Customer is obliged to pay the costs associated with the repeated sending/delivery of the Goods or the costs associated with a different method of delivery.

3.9 If the Customer delays receipt of the Goods for more than 14 (fourteen) days, the Company shall have the right to withdraw from the contract.

3.10 The Customer agrees to accept early performance (i.e. earlier delivery) and performance in parts (i.e. the Customer is obliged to accept part of the Goods).

3.11 The risk of damage to a thing (the Goods) passes from the Company to the Customer upon:

- receipt of the Goods in the case of "in-person" collection at the Company's premises,
- handover to the first carrier for transport to the Customer in the case of dispatch of the Goods to the Customer via a carrier.

3.12 If the Customer is in delay in receipt of the Goods, the risk of damage to a thing (Goods) shall pass to the Customer without further delay upon the Customer's delay.

3.13 The Company shall have the right to require written confirmation of receipt of the Goods by the Customer (in particular, the signing of a delivery note or similar document).

3.14 The Customer is obliged to subject the shipment and the Goods to inspection and professional examination upon receipt, namely:

- upon receipt of the shipment, to check its integrity (packaging, protective elements) and report any damage or irregularities immediately upon receipt (to the carrier or the Company),
- within 24 (twenty-four) hours of receipt, to check the quantity and kind/type of Goods and report any defects/irregularities to the Company within this period,

- no later than within 3 (three) working days of receipt, to check the quality of the Goods for any apparent defects and to disclose/notify of such defects to the Company within this period.

3.15 Ownership of the Goods shall be acquired by the Customer at the earliest as soon as the risk of damage to the Goods passes to the Customer, provided that the purchase price of the Goods has been paid in full at that moment. If the purchase price of the Goods is paid at a later date, the Customer shall acquire the title to the Goods upon full payment of the agreed price of the Goods to the Company. The Company thus reserves the title at least until full payment of the purchase price of the Goods.

4. Purchase Price, Payment Terms

4.1 The Customer is obliged to pay the Company the agreed price for the Goods – i.e. the purchase price.

4.2 The purchase price is usually stated in the current rate on the E-shop. This does not exclude the possibility of setting/adjusting the price individually within the framework of the Purchase Order modification (see above). The binding purchase price applicable to the Contract is part of the Purchase Order.

4.3 Unless otherwise stated in the Purchase Order or on the E-shop, the purchase price does not include VAT. VAT will be added to the purchase price at the statutory rate, where the Customer is obliged to pay the full amount (including VAT). This does not apply to performance that would not be taxable under the relevant statutory provisions.

4.4 Any related costs or components of the purchase price that the Customer is obliged to pay are specified in the Purchase Order (or on the E-shop). Unless otherwise specified in the Purchase Order, the following applies:

- appropriate shipping packaging is included in the price of the Goods,
- the price of transport is not included in the price of the Goods.

4.5 The Customer is obliged to pay the purchase price of the Goods in the manner selected on the E-shop or specified in the Purchase Order.

4.6 Unless otherwise stated in the Purchase Order (or on the E-shop), the purchase price is payable as follows:

- in the case of “in-person” collection at the Company’s premises in cash or by credit card – upon receipt of the Goods,
- in the case of payment online by credit card – immediately after ordering the Goods,
- in the case of payment by bank transfer – no later than 5 (five) working days after the conclusion of the Contract,
- in the case of payment on delivery – upon receipt of the Goods from the carrier (this option applies only to deliveries within the Czech Republic).

4.7 For registered Customers/users of the E-shop (i.e. with an established customer account) and after allowing this method of payment, the so-called payment “by invoice” can also be selected, where the purchase price will be payable on the basis of a tax document – invoice – as a rule with a due date of 14 (fourteen) days, which will be sent to the Customer via e-mail after the dispatch of the Goods.

4.8 The price of the Goods is deemed to have been paid once the relevant sum is credited to the Company’s account.

4.9 The Company undertakes to forward/send the Customer a tax document containing all statutory requirements. The Customer agrees that the tax document (invoice) may be forwarded/sent electronically or in paper form, at the Company's discretion.

4.10 In the event of the Customer's delay in the payment of any sum of money (in particular the purchase price or advance payment), the Company shall be entitled to suspend any performance with respect to the Customer, including performance agreed under any other contracts or performance arising from other legal grounds, without the Customer incurring any rights and claims (e.g. claims for delay, damages, etc.).

5. Warranty, Claims, Liability for Defects and Damages

5.1 The Company guarantees that the Goods conform to the Contract. If the Goods do not conform to the Contract, they are defective. The Customer's right of defective performance is based only on the defect that the Goods have when the risk of damage passes to the Customer, even if it becomes apparent later.

5.2 The Company does not provide a guarantee (warranty period) within the meaning of Section 2113 *et seq.* of the Civil Code. This is without prejudice to the Company's liability under Clause 5.1 of these GTC.

5.3 The Company shall only be liable for defects in the Goods that are duly raised by the Customer in accordance with these GTC and the relevant statutory provisions (namely the Civil Code). The Company shall not be liable for defects in the Goods if the Goods have been modified or tempered with, nor for defects caused by improper handling, assembly, improper installation, improper use or other improper or inappropriate handling of the Goods.

5.4 The Customer is obliged and entitled to notify the Company of defects in the Goods, shipment or related facts and irregularities:

- referred to in Clause 3.13 of these GTC at the latest within the time limits specified therein,
- hidden defects within 10 (ten) working days from the date when the Customer should and could have discovered them (or when they actually discovered them, whichever is earlier), but no later than 6 (six) months from the date of receipt of the Goods.

5.5 If the defects or irregularities referred to in Clause 3.13 or 5.4 of these GTC are not communicated within the time limits agreed therein, the Customer is not entitled to later assert any claims or rights on this account. Thus, the Customer shall not be entitled to any rights or claims, in particular (but not limited to) rights/claims for defects, delay, damages, etc. Therefore, the Company shall not be liable for such defects (defective performance) and related claims or rights that have not been raised (claimed) within the above-mentioned time limits and failure to meet these time limits for reproach of defects (defective performance) shall result in the termination of the claims from defects (defective performance) and any related claims and rights of the Customer against the Company.

5.6 Defects (defective performance) must be reproached by the Customer in writing, and the reproach must include the following at the very least:

- identification of the Contract and delivery of the Goods,
- identification and quantity of the specific defective Goods,
- description of the defect (in particular what it consists of and how it manifests itself).

5.7 A defect (defective performance) is deemed to be reproached only upon the delivery of a written reproach containing all mandatory minimum elements as specified in Clause 5.6 of the GTC. Until then, the Company is not obliged to take any action and the Customer shall not be entitled to any rights arising from defects (defective performance) or related rights (e.g. compensation for damages, etc.).

5.8 The Customer is obliged to refrain from improper handling of and manipulation with the Goods, the defect of which has been or is intended to be reproached to the Company, in particular such handling that could make it difficult or impossible to objectively examine the legitimacy of the reproached defects and the claims of the Customer.

5.9 The Customer shall be obliged to present the Goods, the defects of which have been reproached to the Company, at the Company's registered office or premises for the examination of the defects or for settlement of the complaint.

5.10 The Company shall be obliged to settle the Customer's complaint (reproach of defects) within a reasonable period of time, usually within 30 (thirty) days from the date of proper reproach of defects.

5.11 If the reproach of defects (claim) is accepted by the Company as justified, the Customer may claim the following:

- primarily the rectification of the claimed defect within a subsequent reasonable period of time,
- only if this is not possible or if the Company refuses to do so, the Customer may request the removal of the defect by delivery of new Goods without defects,
- only if this is also not possible or if the Company refuses to do so, the Customer may withdraw from the Contract (only) in respect of the defective Goods (units) or demand a reasonable discount on the price of the Goods.

5.12 What the Customer would be entitled to (or is entitled to) in respect of claims arising from defects in the Goods may not be claimed in respect of damages. If the Company is not liable for the Defect, or if the Customer is not entitled to the rights arising from the defect of the Goods with regard to the provisions of the Contract – the Customer is also not entitled to compensation for loss (especially damage) caused by such defect; such claim is expressly waived by the Customer.

5.13 The Customer further waives the right to compensation for loss (especially damage), or contractually limits the scope of the Company's liability for loss (damage) that the Customer may sustain or incur from or in connection with the Contract. The Company's obligation to compensate for damages (if any) is thus limited to the maximum amount represented by the agreed price of the Goods under the Contract.

5.14 The limitation of loss (damage) and the amount of damage according to Clauses 5.13 and 5.14 of these GTC does not apply to the obligation to compensate for injury caused to a person's natural rights or caused intentionally or through gross negligence.

6. Any Other Rights, Obligations and Provisions

6.1 The Customer shall not be entitled to unilaterally set off any of their claims against any claim of the Company arising out of or in connection with the Contract without prior written consent of the Company.

6.2 The Customer shall not be entitled to withhold any payment due to the Company, even in part, on account of counterclaims arising from defects in the Goods or for any other reason.

6.3 The Customer is not authorised to assign their rights or obligations to the Company under or in connection with the Contract (or the Contract as a whole) without the prior written consent of the Company. This obligation of the Customer continues after the termination of the Contract. This is without prejudice to any right of the Contracting Parties to use third parties (carriers) to transport the Goods.

6.4 The Contracting Parties acknowledge that they enter into the contractual relationship – conclude the Contract – on an equal footing, with neither Party having the status of a weaker party.

6.5 The Customer assumes the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.

6.6 The provision on abnormal harm (according to Section 1793 of the Civil Code) is completely excluded. The Contracting Parties waive the rights of abnormal harm (according to Section 1793 of the Civil Code).

6.7 The application of Sections 1799 and 1800 of the Civil Code is completely excluded (in accordance with the procedure and within the meaning of Section 1801 of the Civil Code).

6.8 The application of Section 1980 of the Civil Code is excluded. It can be applied only if the Customer informs the Company in writing (expressly) before the conclusion of the Contract that they are not interested in late performance and the Company accepts this fact in writing (expressly) before the conclusion of the Contract.

6.9 "No re-export to Russia" clause

The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation the Goods supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Customer shall undertake its best efforts to ensure that this purpose is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate this purpose.

6.10 Any violation of Article 6.9 of these GTC shall constitute a material breach of an essential element of the Contract, and the Company shall be entitled to seek appropriate remedies, including, but not limited to:

- termination of the Contract; and
- a contractual penalty of 100 % of the total purchase price of the Goods (Article 9.2 of these GTC shall apply also).

6.11 The Customer shall immediately inform the Company about any problems in applying (and in scope of) Article 6.9 of these GTC, including any relevant activities by third parties that could frustrate its purpose. The Customer shall make available to the Company information concerning compliance with the obligations under Article 6.9 of these GTC within two weeks of the simple request of such information.

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7. Withdrawal from the Contract

7.1 The Contract may only be withdrawn for statutory reasons and for the reasons agreed in the Purchase Order or these GTC, and only if this is not excluded in the Purchase Order or these GTC.

7.2 The Company is also entitled to withdraw from the Contract if:

- the Customer is more than 14 (fourteen) days in delay with any payment under the Contract;
- the Customer fails to provide the Company with the necessary cooperation in the performance of the Contract, not even within 14 (fourteen) days from the date of the Company's request;
- insolvency or enforcement proceedings are initiated against the Customer.

7.3 The Customer is also entitled to withdraw from the Contract if:

- the Company is in more than thirty (30) day's default with delivering the Goods, and the withdrawal is in respect of the undelivered portion of the Goods.

7.4 Upon termination of the Contract, the rights of the Contracting Parties, which by their nature are intended to survive the termination of the Contract, shall not be affected.

7.5 The Company is entitled to withdraw from the Contract in part or in full in the event of unexpected failures in the production process, failures on the part of subcontractors, carriers, inventories or in the event of legal or agreed (e.g. in these GTC) circumstances excluding the Company's liability.

8. Force Majeure

8.1 Liability for breach (non-performance) of obligations arising from the Contract or related to the Contract, in particular liability for partial or total non-performance of obligations under the Contract and the obligation to compensate for damages shall be waived if the Company proves that it has been temporarily or permanently prevented from fulfilling the obligation by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will (hereinafter referred to as the "**Force Majeure**").

8.2 Cases of Force Majeure include, but are not limited to: strike, epidemic, fire, natural disaster, mobilization, war, insurrection, seizure of goods (ex officio), embargo, prohibition of transfer of foreign exchange, statutory (or other official) prohibition of activity, supply, production, operation or other performance relating to the Company's obligations under the Contract (or any part thereof), uncaused regulation of electricity consumption, terrorist attack, etc.

8.3 In the event of Force Majeure, the Company shall be entitled to suspend the performance of its obligations under the Contract for as long as the circumstances of Force Majeure persist, without delay in the performance of its obligations under the Contract. The deadline(s) for performance are then postponed by the number of days the Force Majeure lasted.

8.4 Force Majeure also excludes (in addition to any claim for damages) any claim for contractual penalties or other contractual or statutory penalties, consequences and liabilities against the Company.

8.5 The Company must notify the Customer without undue delay of the impediment (Force Majeure) and its consequences for their ability to perform.

8.6 In the event of Force Majeure lasting for more than one (1) month, the Company shall be entitled to withdraw from the Contract.

8.7 The Customer's obligation to duly fulfil their monetary obligations may not be waived by reference to Force Majeure.

9. Sanctions

9.1 The Customer shall pay to the Company a contractual penalty of 0.05% of the amount due for each day of delay in payment of any monetary obligation (performance) to the Company. The Customer shall also be obliged to pay the Company a contractual penalty of 0.05% of the purchase price of the Goods, the receipt of which is in delay, for each day of delay in receipt of the Goods.

9.2 The payment of the contractual penalty shall in no way affect the right of either Contracting Party to claim damages in addition to the contractual penalty – i.e. the applicability of Section 2050 of the Civil Code is excluded.

9.3 The contractual penalty shall be payable at the request of the Contracting Party entitled to such penalty within the time limit provided in such request, but not earlier than 7 (seven) days from the date of delivery of such request.

10. Processing and Protection of Personal Data

10.1 The Company undertakes that when it processes personal data in the course of its activities, it always does so in accordance with relevant legal regulations. In particular, in accordance with Act No.110/2019 Coll. on the processing of personal data and Regulation (EU) No. b2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

10.2 The Company therefore (in connection with the Contracts) processes personal data in particular:

- the processing of which is necessary for the performance of the contract or contractual obligations or other legal obligations of the Company to which the Company is subject,
- the processing of which the data subject has given consent,
- the processing of which is necessary for the purposes of the legitimate interests of the Company or a third party, except where the interests or fundamental rights and freedoms of the data subject requiring the protection of personal data take precedence over those interests.

10.3 For more information on processing and protection of personal data, please visit https://eshop.technotrade.cz/ochrana-osobnich-udaju

11. Delivery and Communication

11.1 The Company designates the following e-mail addresses for communication: technotrade@technotrade.cz and eshop@technotrade.cz.

11.2 Electronic messages delivered to any other e-mail addresses shall not be taken into account by the Company and shall only be valid in relation to the Company if the Company confirms this (in writing).

11.3 Any change in any of the electronic (e-mail) addresses shall be notified without undue delay by the Contracting Party to which the change relates to the other Contracting Party.

11.4 The Contracting Parties shall be obliged to deliver documents in paper form to the registered office address entered in the relevant public register or to the correspondence address which either Contracting Party has demonstrably communicated and indicated to the other Contracting Party. Any change in any of these addresses shall be notified without undue delay by the Contracting Party to which the change relates to the other Contracting Party.

11.5 Documents may also be delivered to the data mailbox (established within the meaning of Act No. 300/2008 Coll. on Electronic Acts and Authorised Conversion of Documents, as amended) of the Contracting Party from the data mailbox of the other Contracting Party. In this case, the signature of the person acting is not required and the authenticity of the document is guaranteed by sending it from the respective data mailbox. This legal act is equivalent to (and may replace) a written document with a signature in the handwriting of the authorised person acting.

12. Concluding Provisions

12.1 The Contracting Parties expressly agree that the Contract and all rights and obligations arising from it and related to it shall be governed by and shall continue to be governed by the law (legal order) of the Czech Republic, in particular the Czech Civil Code.

12.2 The Contracting Parties expressly agree that the courts of the Czech Republic shall have jurisdiction over any future disputes arising out of or relating to the Contract. Specifically, in accordance with Section 89a of Act No. 99/1963 Coll., as amended, of the Code of Civil Procedure, they agree that in disputes arising from or relating to the Contract, including any claims arising as a result of the invalidity of the Contract, as well as claims for compensation for loss (damage) and other claims, the District Court in Olomouc shall have local jurisdiction (as a court of first instance). Alternatively, for matters entrusted by law to the jurisdiction of regional courts: Regional Court in Ostrava, branch in Olomouc.

12.3 The Company has the right to change or amend these GTC on an ongoing basis. However, this does not and will not affect Contracts created and concluded according to the previous version of the GTC.

12.4 The Customer declares that they have read these GTC, confirms that they have read the text thoroughly, fully understand the content and have no objections to it. In view of this, the Customer undertakes to comply fully with them.

12.5 In the event that any provision of these GTC is or becomes invalid, ineffective, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. The Contracting Parties undertake to replace any such invalid, ineffective, illegal or unenforceable provision with a valid, effective, lawful or enforceable provision or at least a provision of similar legal and economic meaning and purpose.

12.6 These GTC are published on the Company website: https://www.technotrade.cz/ and https://eshop.technotrade.cz/

12.7 These GTC shall take effect as of (apply from) February 1st, 2026.