

GENERAL COMMERCIAL CONDITIONS

Company INTELEK spol. s r. o.

1. General conditions

- 1.1. These General Commercial Conditions (hereinafter referred to as VOP) shall govern the suppliers-purchasers relations in the area of sale of goods and services (for example, borrowings - rental agreements, agency services) between the company INTELEK spol. s r. o. (hereinafter referred to as the seller) and business partners (hereinafter referred to as the buyer).
- 1.2. These General Business Conditions shall apply pro businesses executed by the company INTELEK spol. s r.o. from the date of announcing them whereas they shall supersede the validity of the previous General Commercial Conditions – businesses executed in accordance with the previous VOP shall be governed by the previous VOP.
- 1.3. The buyer shall be obliged to submit the seller certified documents about its business license and about its legal entity status (a transcript from the Companies Register, a copy of the Trade Licence, certificate on VAT and citizen's card index no. for natural persons), and to update such data on a continuous basis.
- 1.4. The buyer shall be obliged to submit the seller in writing a List of authorised persons, which shall be signed by the statutory body of the company or a statutory body authorised person and which shall contain: names and surnames, birth dates or citizen's card index nos., and contact data of the authorised persons (the form „List of authorised persons“ shall be integral part of the General business conditions). In case of personal taking of the goods, the buyer (and its authorised persons) shall be obliged to prove his/her identify to the persons of the seller using his/her Id Card, subject to which the goods shall be issued to him/her.
- 1.5. The buyer shall be obliged to immediately notify any changes to the List of authorised persons, within 3 days at the latest of the date when such changes occurred. In the event that a change is not notified to the seller and the goods are picked up by a person who has already lost its authorisation, then all risks of the purchase shall be borne by the buyer, which implies that it shall be obliged to refund the value of the goods taken, and the goods taken shall mean the goods taken and purchased by the buyer.
- 1.6. In the event that the buyer hires the goods, it shall be obliged to pay the seller for rental fee the amount of which shall be defined in the appropriate rent agreement.

2. Industrial rights protection and copyright

- 2.1. The buyer shall not be granted any rights for using registered trademarks, brand marks, company's logos and patents of the seller or other companies the products of which appear in the business offer of the seller, unless specified otherwise below or where provided in a specific agreement.
- 2.2. The buyer shall not be granted the copyright to the software products and shall not be entitled to interfere in them, copy them or otherwise convert them or disseminate to third persons.
- 2.3. Following the taking of goods (or products, respectively) and services from the seller, the buyer shall be entitled to use the logo (mark) or an illustration of the products of the seller on promoting the supplied goods and services, sale of the supplied goods, as well as on presenting its business activity, under the conditions as set out below:
 - the protective zone of the logo shall be adhered to (specified on the web site www.intelek.cz),
 - no distortion of the logo or illustration of the product shall not be allowed (specified on the web site www.intelek.cz),
 - correct colours shall be preserved (specified on the web site www.intelek.cz),
 - shall not be displayed in slanderous connections,
 - the logo or picture of the products shall be (in case of repeated use) kept intact and clean.The displaying of the products of the seller (the seller created photos, layouts) shall be used for the promotion of the buyer providing that from the resulting display it will be obvious, which products and which marks are involved. In the event that it will not be apparent from the display of the products which mark is involved, the buyer shall be obliged to state the information about the mark of the product directly on the product, or locate visibly the information about the mark to such display.
- 2.4. The provisions of para 2.3 shall apply also to the cases when the buyer shall exhibit the goods and offer the same in a form different from the presentation in a pictorial form.
- 2.5. The buyer shall recognise that the seller shall be entitled to prohibit the use of its logo or the display of the products, effective from the date of delivery of the prohibition in writing (by e-mail shall suffice). In the event that the buyer does not refrain from such activity, it shall be obliged to pay the seller a negotiated sanction - a penalty in an amount of EUR 40 for every day of the unauthorised use of the logo of the seller which shall be payable within 10 days of the date of the issue of the settlement of the negotiated penalty. The buyer shall be aware that the seller has the logo protected in accordance with the applicable provisions of the Copyright Act.

3. Forms of orders

- 3.1. The buyer shall be entitled to use written, faxed and electronic forms of placing and acknowledging orders.
- 3.2. When the buyer places an order by phone, the seller shall be entitled to require sending the order in writing, or the written acknowledgement of the „Order Acknowledgement“. This shall be possible by fax or electronic way.
- 3.3. An order shall contain the following particulars:
 - the trade name of the company and seat of the buyer,
 - Comp. Id. no. and Tax Comp. Id.,
 - the code of the product which shall unambiguously define the subject of the order (numerical description of the product in accordance with the type as specified in the Price List of the seller), detailing the verbal description,
 - the quantity of the required pieces of the product, the method of transporting them, and the precise place of delivery,
 - the name and signature of the authorised representative of the buyer.
- 3.4. In case of using an electronic order the buyer shall be obliged to indicate in the order all the particulars identically as in case of the written version in accordance with of para 3.3. Without the exact identification of the purchaser the order shall not be duly registered.
- 3.5. The parties have agreed upon that the electronic form of the order and electronic acknowledgement shall be equal to the written form of such actions and shall constitute the same for both parties.
- 3.6. The buyer shall use for the electronic placing of orders the e-mail address sales@intelek.cz.
- 3.7. The buyer shall represent that by placing the electronic order in the web form it shall be bound by its order in the identification of the goods in accordance with the number of the pieces ordered, price per piece, transportation method and identification of the order.
- 3.8. The buyer shall obtain through the electronic mail information about the entry of its requirement following the sending of a proper order (for details see para 4.2.).

- 3.9. In the cases where the seller does not acknowledge the order by electronic mail, then the buyer shall have the right to repeat it using the classical communication means.

4. The price and payment terms

- 4.1. The prices shall be specified by the seller in a valid Price List, unless defined otherwise by the agreement.
- 4.2. On the basis of a correct order of the buyer the seller shall issue the acknowledgement of the order, in which it shall acknowledge to the buyer the type, estimated price and quantity of products, which it shall undertake to supply to the buyer, the estimated delivery date, payment method and method of transport.
- 4.3. The buyer shall have the right within 12 hours from the receipt of the acknowledgement of the order to deliver to the seller a written proposal of a change to the order, unless the goods have not been charged or supplied yet. The seller shall provide to the buyer a new „Order acknowledgement“. Unless it does so within the defined period of time, the order in the form defined in the order acknowledgement shall be deemed binding by the parties, and a purchase agreement, or performance contract shall be executed.
- 4.4. In exceptional events, the seller shall be allowed to change the delivery time defined in the "Order Acknowledgement" - in such a case it shall be obliged to inform the buyer of such circumstance within 14 days of the sending of the order acknowledgement.
- 4.5. The seller shall prompt the buyer to pay the purchase price or an advance for the purchase price by issuing a pro forma invoice which shall be considered by the parties to be request for payment.

5. Transportation and shipping conditions

- 5.1. The buyer shall specify the method of transport in the order
- 5.2. The costs for the transport of the consignment from the store of the seller to the buyer shall be paid by the buyer. This transport cost shall be re-charged simultaneously with the goods.
- 5.1. Taking over of the supply
On taking over the supply, the buyer shall be obliged to check the condition thereof. In case it is damaged, or when other apparent defects are identified, it shall be obliged to make up, with the forwarder, a record on delivery of the consignment with reservations. On handing over the consignment delivered by the forwarder, the customer shall be obliged to check the data contained in the shipping list. Unless the data matches the actual situation, the original packaging of the goods is damaged, or if the original adhesive strip on the packaging is disrupted, then the buyer shall be obliged to record such circumstance in the Notes on the shipping list of the forwarder.
- 5.2. The buyer shall be obliged to subsequently check also the contents of the consignment against the packing list attached. Unless the contents of the consignment matches the packing list the buyer shall be obliged to indicate the differences against the packing list in the shipping list or in its appendix, and have such circumstances confirmed by the forwarder.
- 5.3. By taking the goods from the seller the buyer shall expressly agree to the applicable version of the General Commercial Conditions and Claim Regulation of the seller at the time of the taking of the goods. The actual version of the General Commercial Conditions and the Claim Regulation are available at the www site of the seller - www.intelek.cz.

6. Final provisions

- 6.1. Arbitration clause
„The parties shall agree upon that disputes, if any, arising between them in connection with the performance of the agreements, shall be preferably settled amicably at the level of the parties. In the event that the dispute is not settled by agreement within 15 days of the delivery of the prompt for the amicable settlement the parties agree upon that the dispute shall be settled by an arbitrator in accordance with the Law on arbitration, whereas the dispute shall be decided by a single arbitrator who shall be appointed by the party which is the plaintiff within the action (the plaintiff is the party which claims a monetary entitlement). Also an instance is considered to be a dispute when, despite an agreement is made by the parties to the dispute solved, nevertheless the provisions of such agreement is not complied with. In addition, the parties agreed upon that such arbitration proceedings can be exerted also in relation toward bills of exchange which have been drawn by each other. The arbitrator shall decide only on the basis of writings without verbal negotiation, whilst such decision shall be ultimate, enforceable and non-examinable, and the parties to the dispute shall be obliged to submit to the decision in full. The expenses incurred for the arbitration proceedings shall be then borne by that of the parties which is not successful in the dispute, i.e. the party which is defeated in the dispute, whereas the expenses shall mean particularly the fee for the commencement of the proceedings, remuneration of the arbitrator, expenses of the attorney and other material expenses associated and purposefully incurred in connection with the proceedings (the arbitrator shall decide on them). The parties agreed upon that the arbitrator shall always be a person having legal education, and shall be chosen from the advocates who are registered in the list maintained by ČAK and exercising the advocate practice, providing that the advocate chosen shall be registered in the list for a period of 10 years as a minimum. The arbitrator shall be entitled to call experts at his/her discretion (an expert for the purposes of this agreement shall mean a person familiarised with the issue – a legal or natural person whereas there is no obligation for being registered as a court expert). The parties to the agreement agreed upon that the remuneration of the arbitrator shall be 3 % of the arbitration amount claimed in the law-suit, however at least EUR 180. Such provision shall be deemed the arbitration clause pursuant to Law no. 216/1994 Coll.“
- 6.2. In dependence on change to the applicable legal standards, as well as the business policy of the company, INTELEK spol. s r. o. shall reserve the right to modify the General Business Conditions. Such change and its effect shall be announced by the company by an adequate manner as a minimum one month in advance whilst the changes shall be valid for all businesses executed after the effect of such newly announced VOP (for these purposes, the announcing shall also mean the publishing on web site of the company INTELEK, www.intelek.cz - section „Obchod“ (Business), reference „Obchodní podmínky“ (Commercial Conditions), and for such reason the buyer shall be obliged to check 1x a month the web site of the company INTELEK). The announcement can be also made by the seller by electronic mail with the reference to the applicable www site.
- 6.3. In the event that business partners (dealers) of the company do not agree to the new version of the General Commercial Conditions, then they shall notify its disagreement to the company in writing within a period of one month of the announcing of them. Unless agreement is reached as regards the wording of disputable provisions, then both parties shall have the right to terminate the existing agreements with two months notice period which shall commence on the first day of the month following the month in which the notice is delivered to the other party.
- 6.4. The buyer shall undertake not to allow third parties the access to electronic information provided by the seller on the basis of assigned access passwords. For each identified violation of this duty the buyer shall undertake to pay the seller a negotiated penalty in an amount of EUR 355 whereas at the same time the buyer shall be restricted from the access to the electronic information of the company INTELEK spol. s r. o.
- 6.5. The buyer shall agree, in accordance with Law no. 480/2004 Coll. with the sending of marketing and business-specific notifications via e-mail to the addresses contained in the list of authorised persons of the buyer.

6.6. For her purposes of the delivering of writings, the parties to the agreement agreed upon that writings shall be considered to be sent which are delivered on the 3rd day after the sending of them, in the form of registered letter – which shall be evidenced through the certificate of posting or other certificate of the holder of the postal license confirming that it has taken over the consignment for mailing. The document shall be considered to be delivered on the day of the refusal of the receipt in person.

The representative of the buyer shall acknowledge through its signature its consent to all of the provisions of the above defined General Commercial Conditions of the seller, and its being bound by such VOP for all its businesses with the seller, unless agreed upon otherwise by the parties.

Trade company of the buyer:

Name of the company as defined in Companies Register

Seat:

Seat of the company as defined in Companies Register

Represented by:

Name of statutory representative of company, position: position

Represented on the basis

of Power of Attorney:

name and surname, position: position in the company

/in case of power of attorney, it shall constitute appendix no. 1 hereto/

Comp. Id. No.:

Comp. Id. No.

VAT Comp. Id. No.:

VAT Comp. Id. No.

Entry of the company in the Companies Register or in other records:

entry in accordance with the transcript from the Companies Register, Regional Court, section, insert

In Brno, date date of signature

In place of signature , date date of signature

.....
The seller

name in vertical letters: Name of representative

.....
The buyer

name in vertical letters: Name of representative