SUPPLIER'S TERMS AND CONDITIONS

INTELEK spol. s r. o. valid since 19 th March 2018

1. General terms and conditions

- 1.1. These are valid for business relations between the company INTELEK spol. s r.o. (hereinafter referred to as the "Buyer") and the business partners (hereinafter referred to as the "Seller"). The company INTELEK, spol. s r.o. with the registered office at 627 00 Brno, Ericha Roučky 1291/4, as the Buyer, stipulates for the case of the supplier's orders the following procedure:
- 1.2. Only the below-mentioned company's employees are authorized to send a supplier's order for and on behalf of the company INTELEK spol. s r.o.:

Filipova Lenka - Logistic manager <u>lenka.filipova@intelek.eu</u>
Pavlík Jakub - Logistic jakub.pavlik@intelek.eu.

- 1.3. The Buyer stipulates the Seller the period of 3 business days for confirmation (acceptation) of the order in the submitted wording since the date of its sending. Upon acceptance of the order, conclusion of a particular purchase agreement, namely to the extent of the confirmed order, under these terms and conditions occurs, whereas the issues not being regulated by such purchase agreement shall be governed by the applicable provisions of the Commercial Code. The Seller shall be bound also by the confirmed deadline of the goods readiness to be dispatched to the Buyer and it is obliged to observe the shipping date. If the Buyer's order fails to be confirmed within the stipulated period of time, the Buyer shall not be bound by the order.
- 1.4. In case delayed delivery of the goods occurs, the Buyer shall be entitled to withdraw from the contract.
- 1.5. For the purpose hereof, the Buyer's order shall be understood as the supplier's order.
- 1.6. The Buyer's data in the order take precedence over these Supplier's Terms and Conditions.

2. Invoicing terms and conditions

- 2.1. When invoicing, the Seller shall be obliged to comply with the following data:
- 2.2. The Buyer's invoice address must be mentioned in accordance with the valid Certificate of Incorporation.
- 2.3. The invoice must contain the Buyer's order number.
- 2.4. In the invoice, the minimum maturity period of 30 days as from the issue date must be observed, on condition that the invoice is sent to the Buyer within 3 days as from its issue (if it is sent later, the 30-day maturity period is running as from the service date of the invoice).
- 2.5. E-mail for receipt of electronic invoices: invoice@intelek.eu

3. Delivery conditions

- 3.1. The agreed delivery conditions of the order shall be stipulated in accordance with the international terms and conditions INCOTERMS 2010 that define the duties of the contracting parties of the agreed upon business transaction. The agreed delivery condition is mentioned in the order, including type and way of the chosen goods transportation.
- 3.2. The minimum guarantee period given by the Seller is stipulated as 24 months as from the date of the goods delivery in accordance with the confirmed order (purchase agreement), unless stipulated otherwise.
- 3.3. The goods must be marked by a bar code in this way:
 - The mark of product must incorporate a designation, a numeral code, a bar code, a serial number or number of lot with the bar code including an text information.
 - The product must be marked by description, numeral code and bar code separately.
 - The bar code of product and single serial no./lots must be written on the outside of package as well.
 - If the box/package/pallet contains more types of products, the wrapping must include the list of products with their descirption, serial no./lots, always with text and bar code.
- 3.4. The goods must be duly and carefully packed by the Seller so that no damage to the goods might occur during the transportation in consequence of insufficient or bad packing.
- 3.5. The delivery address for acceptance of the goods is: INTELEK spol. s r.o., Ericha Roučky 1291/4, 627 00 Brno, unless explicitly stipulated otherwise.
- 3.6. The opening hours of the company INTELEK spol. s r.o. for acceptance of the goods are:

 Monday Friday 8:00 AM 5:00 PM (unless the mentioned day is a bank holiday)
- 3.7. Confirming the Buyer's order, the Seller accepts these Supplier's Terms and Conditions of the Buyer, namely in this wording, as the case may be in the wording that shall be published on the Buyer's www site.