



TERMS AND CONDITIONS

FOR WHOLESALE TRADE

Effective from: 1/8/2025

1. Main provisions

These Terms and Conditions (hereinafter referred to as "Terms and Conditions") govern the rights and obligations between the company OFFICIAL ELECTRONIC, s. r. o., company identification number 25551396, tax identification number CZ25551396, with its registered office at Jateční 810, Zlín – Prštné, 760 01, as recorded in the commercial register maintained by the Brno Regional Court, section C, entry no. 32777 (hereinafter referred to as the "Seller") and the Buyer - a legal entity or a natural person conducting business (hereinafter referred to as the "Buyer"), upon the delivery of goods subsequent to confirmation of an order by the Seller.

These Terms and Conditions apply exclusively to wholesale trade, and are also published on the company website www.official.cz.

These Terms and Conditions do not apply to consumers, as per the definition provided in Article 419 of the Civil Code.

A deviation from these Terms and Conditions of the Buyer does not constitute part of a contract, even if the Seller is aware of the same, unless the latter expressly agrees in writing to said deviation. Neither the Seller's actions nor the performance of a contract shall be considered as such consent.

2. Orders and conclusion of or withdrawal from a contract

An order has to be submitted in writing (the parties agree that electronic communication, in particular email, is considered a written form for the purposes of these Terms and Conditions and the conclusion of contracts).

A purchase contract is concluded upon a written order confirmation being sent by the Seller.

If such an order confirmation does not correspond to the Buyer's original order or agreed terms, the Buyer has the right to:

- withdraw from the contract in full,
- withdraw from the contract to the scope of its partial performance,
- demand the correction of the given discrepancy.

If the Buyer does not agree with the Seller's Terms and Conditions, they have the right to withdraw from the contract in full.

In all of the above circumstances, the Buyer has to withdraw from the contract no later than **2 working days** from the time the order confirmation is sent (i.e. the conclusion of the purchase contract), unless otherwise agreed.

Should the Buyer not express a query within two working days, it is deemed that they consent to the Seller's order confirmation and these Terms and Conditions of sale, and the Buyer's right to withdraw from the contract expires.

The Seller reserves the right to refuse an order.

A framework order constitutes a purchase contract, on the basis of which ordered goods are delivered gradually over time on agreed dates. The duration of a framework order cannot exceed a period of 12 months, and the delivery dates set out in it are binding.

If the Buyer fails to adhere to a binding deadline for the takeover of goods (e.g. they do not take over goods on time or fail to provide necessary cooperation), the Seller is entitled to adjust the agreed purchase price with regard to any associated costs incurred (e.g. for storage, transport or changes in input prices).

The Seller reserves the right to dispatch goods according to a previously and contractually agreed deadline without prior notice.

3. Prices and payment terms

The purchase price for an item is determined by the Seller on the basis of an offer or a price list. Such an offer details the specification of the goods in question and the price for the same, as well as delivery terms and other agreements.

All prices are exclusive of VAT, unless otherwise stated.

- **New customers:** the purchase price is payable before delivery of the goods occurs, on the basis of a proforma invoice. Minimally, the first three orders placed within the period of a year must be paid in advance.
- **Regular customers:** the purchase price is payable after delivery occurs, on the basis of a tax document (an invoice), unless otherwise stipulated in the given contract.
- **Customers with frequent delays:** payment is required in advance, on the basis of a proforma invoice.

The Seller is responsible for classifying customers as to the above groups and determining payment terms.

The due date/maturity of an invoice is a period of 14 days, unless otherwise agreed.

The day on which funds are credited to the Seller's account is deemed to be the date of payment.

In the event of a delay in payment, the Buyer is obliged to pay interest on arrears at the amount of 0.05% of the outstanding amount for each day of delay.

4. Delivery terms

The place of delivery is the address specified by the Buyer in the order, unless otherwise agreed. Should the Buyer change the location for such a delivery, they shall bear all the costs and risks associated with the same.

Goods are delivered by a courier service, or collection in person is possible after prior agreement.

Goods are transported in accordance with the terms for international trade defined in Incoterms 2020.

The delivery time for goods depends upon their availability and is always approximate. Failure to comply in this regard does not give rise to a claim for compensation for damages.

In the event that a manufacturer extends its delivery time, the Seller reserves the right to change their delivery time for goods accordingly, even if the order confirmation states a different date for delivery. The Seller will inform the Buyer of such a change in the delivery time without undue delay.

If a manufacturer prolongs its delivery time significantly after two working days following the issuance of an order confirmation, the Buyer has the right to withdraw from the given contract due to the extended delivery time, except in the case of an NC NR product ("non-cancellable, non-refundable"), which must be expressly stated in the order confirmation.

Risk of damage to the goods passes to the Buyer:

- at the moment of their acceptance at the place of delivery,
- at the moment of their acceptance in person, or
- in the case of agreed transport at the expense of the Buyer, at the moment of handover to the courier.

In the event that the Buyer is in arrears with payment for previous deliveries, the Seller is authorized to suspend further deliveries until all such prior obligations are settled.

The Seller is authorized to fulfil the Buyer's order even in part, unless expressly agreed otherwise. In such a case, each occurrence of partial performance is considered an instance of performance of the contract and is invoiced separately. The Buyer is obliged to accept each occurrence of partial

performance and pay the corresponding portion of the price, unless it contradicts the terms and conditions agreed upon in the contract or order.

5. Reservation of title

The goods remain the property of the Seller until the purchase price has been paid in full. The Buyer expressly agrees to this through their action of ordering goods from the same.

The Buyer's obligation is fulfilled once the appropriate amount is credited to the Seller's bank account.

Until the time of acquisition of ownership, the customer may use the goods for their intended purpose, but cannot steal them, encumber them from a legal perspective or handle them in any way other than would be economically prudent.

6. Complaints and liability for defects

A guarantee of quality is provided for a period of 12 months from the date of delivery.

The Buyer is obliged to check the goods and satisfy themselves with regard to their properties without undue delay following their acceptance.

Any obvious defects or differences in quantities must be reported within **5 working days following receipt of the goods**, otherwise it is deemed that the goods have been delivered in accordance with the purchase contract.

Defects that could not be detected upon receipt must be reported in writing by the Buyer immediately after they are discovered.

In the event of a complaint, the Buyer is obliged to prove the purchase of the goods by providing the following:

- the invoice number associated with the claimed defective goods,
- a photograph of the label that the Seller or manufacturer attached to the delivered goods,
- a related description and accompanying documentation for the goods (or service) as evidence of the defects (e.g. photographs, tests and measurements).

Additional information required:

- contact details for the person responsible for handling the complaint on behalf of the customer.

When returning defective goods to the Seller, the customer is required to pack them well in suitable packaging to prevent damage. In such a case, the complaints procedure commences once the goods have been handed over to the Seller. The Buyer (customer) accepts the risk of transportation and bears the costs involved.

If a complaint is judged to be justified, the Seller pays the costs of transporting the defective goods back to the Seller in addition to those for sending repaired, exchanged or new goods to the Buyer.

A request from the Buyer for the issuance of a declaration, attestation or certificate (e.g. for proof of conformity or origin, or RoHS, REACH and CMRT) for delivered goods should be submitted **no later than 12 months from the date of delivery**. The Seller is not obliged to issue such documents for deliveries predating this period, unless they were requested within the order.

The Seller's liability for defects is limited to replacing or repairing defective goods or refunding the purchase price.

The Seller is obliged to decide in a timely fashion, no later than within three working days of receipt of the defective goods, on the validity of the complaint, or to affirm whether a professional assessment by the manufacturer is necessary to make a decision. The Buyer is informed of the decision and/or assessment in writing. Should an assessment by the manufacturer be necessary to decide on the matter, the duration of the complaints procedure may be prolonged by a reasonable period of time, during which the manufacturer assesses and determines the defect(s).

7. Limitation of liability

The extent of the Seller's liability is maximally limited to the value of the defective delivery.

The Seller is not liable for the following:

- defects to the goods caused by unprofessional commissioning, assembly, maintenance or intervention, as well as improper handling of the same;
- defects to the goods resulting from premature wear due to the manner of their use or excessive strain;
- defects of which the Buyer was aware prior to their takeover of the goods or which the Buyer caused themselves;
- defects caused to the goods by exposure to adverse climatic influences or improper storage, or other such factors.

The Seller is not liable for any indirect or consequential losses incurred by the Buyer in connection with defects in the goods.

8. Export restrictions

Certain goods and related technology sold by the Seller are subject to export control regulations stipulated by the laws of the United States, European Union and/or other countries. The Buyer is responsible for complying with such regulations and obtaining all the necessary permits or licences to purchase, import, export or re-export such goods or technology.

The Buyer cannot export or re-export the goods or technology to any country or entity subject to sanctions or embargoes imposed by the United States, European Union or other countries.

The Buyer cannot use the goods or technology for any non-civilian purpose (unless otherwise agreed in writing).

9. Protection of confidential information and trade secrets

The Buyer acknowledges that they are not authorized to share, disclose, publish or otherwise provide any confidential information, trade secrets or personal data obtained from the Seller to third parties without obtaining prior written consent to do so from the Seller.

The Buyer is obliged to ensure that any third party that enters into business relations with the Seller in their name or on their behalf is contractually bound to comply with the obligations stipulated under this provision.

Such an obligation does not apply to information that is publicly known on the date of its communication, or which is demonstrably publicly accessible in a manner not necessitating violation of this provision.

In the event of a breach of the obligation for confidentiality by the Buyer or a third party, the customer is obliged to pay the Seller a contractual penalty at the amount of CZK 100,000. The contractual penalty is payable on the basis of a demand from the Seller with a maturity of 30 days.

Payment of the contractual penalty does not affect the Seller's right to compensation for damages, including losses. Such compensation is also payable within 30 days of receipt of the demand.

The obligation for confidentiality under this provision lasts for the duration of the business relationship between the Buyer and the Seller and for 5 years after its cessation, unless otherwise agreed.

10. Processing personal data and sending commercial communications

The Seller processes the Buyer's personal data for the purpose of fulfilling the contract and managing receivables in accordance with Act No. 110/2019 Coll., on the processing of personal data, as amended by subsequent regulations; in particular contact data and those pertaining to orders and complaints and their processing.

Personal data is processed only for the duration of the business relationship and for 10 years after its cessation. Personal data may be processed both electronically in an automated manner and in printed form in a non-automated manner.

In the event that the Buyer believes that the Seller has processed personal data in violation of the protection of the Buyer's privacy and personal life, or in relation to other persons or in violation of the applicable regulations, the Buyer may request an explanation from the Seller and/or require the Seller or data processor to remedy the situation. In particular, they can request that personal data is blocked, corrected, completed or destroyed. If the request pursuant to the previous sentence is found to be justified, the Seller shall act to rectify the erroneous circumstance promptly. In connection with the processing of personal data by the Seller, the Buyer has the right to send an email to the address info@official.cz or directly contact the relevant supervisory authority (Office for Personal Data Protection).

The Buyer further acknowledges that the Buyer's electronic addresses and telephone contact details obtained in connection with fulfilment of this contract will be processed by the Seller for the purpose of sending commercial communications. The Buyer can notify the Seller at any time (in writing, electronically) that they wish to stop receiving such commercial communications, without incurring any costs.

11. Provision of the return of electrical equipment

The Seller ensures that electrical items are returnable through the ReMA collection scheme. After an item reaches the end of its service life, the customer can return it free of charge to the collection network for electronic waste. Information on collection points is available at www.rema.cloud.

12. Termination of a contract

The contracting party is entitled to withdraw from a purchase contract, effective upon delivery of notification of such withdrawal to the other contracting party, in the event of a material breach of these Terms and Conditions or the purchase contract. A material breach is considered to be, in particular, a delay by the Buyer in settling a payment, as obliged, for more than 30 days, an unjustified refusal by the Buyer to accept goods, or the initiation of insolvency or execution proceedings against the Buyer. The Buyer is entitled to withdraw from the contract under the conditions set out in these Terms and Conditions.

13. Force majeure

Force majeure is understood to mean an event that the contracting party could not influence or prevent, which makes it impossible for the same to fulfil their contractual obligations (e.g. natural disasters, wars, epidemics, governmental decisions and power or internet outages).

The party that invokes force majeure must notify the other party without undue delay to communicate what has happened and how it affects their performance.

For the duration of the force majeure period, performance of the contract is reasonably postponed.

If the period of force majeure lasts longer than 60 days, either party may withdraw from the contract.

14. Final provisions

These Terms and Conditions are governed by the laws of the Czech Republic.

The contracting parties agree that any disputes that arise will be resolved through joint negotiations, and preferably by mediation. In the event of legal proceedings, disputes will be resolved by the competent court serving the locality of the Seller's official headquarters.

The Seller reserves the right to unilaterally change these Terms and Conditions. The current wording is always available on the company's website at www.official.cz.

If a provision of these Terms and Conditions proves to be invalid or ineffective, this does not affect the validity of the other provisions.

These Terms and Conditions are valid and effective from the date stated on the title page.