
General Terms and Conditions of PP TechSales, s.r.o.

General Provisions

These General Terms and Conditions of Sale, Delivery, and Service (referred to as the "General Terms") regulate the supply of goods and services between PP TechSales, s.r.o. (referred to as the Seller) and the Buyer. The General Terms apply to all business relations with the Seller. In cases where written agreements between the parties differ from these General Terms, such agreements shall take precedence.

Delivery of Goods and Services

Goods and services are provided based on a written order or purchase contract. Orders may be submitted via email or post. An order becomes binding upon its receipt by the Seller, at which point a contractual relationship is established. Purchase contracts are binding once signed by the Seller's statutory representative or authorized personnel. The catalog number or name specified in the order or purchase contract determines the specifications and delivery of the goods.

The Seller confirms purchase contracts/ orders through their statutory representative, and the Buyer's orders are confirmed via an order acknowledgment/ order confirmation.

The Seller will promptly inform the Buyer of any product model changes or updates during the execution of the order (purchase contract). If such changes do not worsen the product's specifications or increase its final price, the Seller may implement them without the Buyer's written consent. In all other cases, changes can only be made with the Buyer's agreement and written approval.

The Buyer may modify their orders only in writing and with the consent of the Seller's representatives, if not agreed differently, only before the production of the goods starts.

Order cancellations after acceptance by the Seller, as outlined above, are permitted only by mutual agreement with an authorized representative. PP TechSales, s.r.o. reserves the right to charge the Buyer for any costs incurred due to the cancellation of an order.

Prices

The prices of goods and services are listed in Euros (€). The quotes might be prepared in different currencies on request. Price lists for the resellers are published by the Seller and are valid as of the issue date. The Seller reserves the right to adjust prices based on fluctuations in exchange rates, customs duties, transportation costs, or other uncontrollable factors. All prices are exclusive of VAT and do not include transportation costs to the customer's location.

Quotations provided by the Seller are signed by the sales representative who prepared the offer. For orders based on a quotation, the order must include the quotation number. If the quotation number is omitted, the Seller is not obligated to honor the prices specified in the quotation. Price-related complaints or references to the quotation after the fact may not be considered.

Delivery of goods and services

The Seller agrees to deliver the goods specified in the order or purchase contract to the Buyer and transfer ownership of those goods, while the Buyer agrees to pay the agreed purchase price to the Seller. Delivery of goods and services will be carried out as quickly as possible, depending on product availability and operational capacity. The estimated delivery date will be provided in quotations, order confirmations, and/or purchase agreements and may also be communicated via telephone, email, or other methods.

The goods will be delivered to the destination specified in the order or purchase contract. The Buyer confirms receipt of the goods either by signing shipping documents when delivered by a carrier or a delivery note when delivered by a representative of the Seller. When goods are handed over to a carrier, the place of performance is the Seller's warehouse where the carrier collects the goods, and the taxable supply date is the day the goods are handed over for shipment. For personal delivery by a representative of the Seller or direct collection by the Buyer, the place of performance is the location where the goods are transferred, and the taxable performance date is the day the delivery note is signed.

For goods requiring installation, the installation can be performed by a service technician either remotely (online) or on-site at the customer's premises. A detailed acceptance inspection will be conducted by the Seller's service technician in the presence of the Buyer, during which any deficiencies or defects will be documented in the installation protocol. Installation work, whether remote or on-site, must commence no later than 30 days after delivery. The Buyer is responsible for preparing the installation site in compliance with the requirements for the

equipment. The place of performance for goods requiring installation or assembly is the location where the installation or assembly occurs. The taxable performance date is the date of transfer, as confirmed by signing the delivery note or handover protocol and acceptance protocol. Technical documentation and user manuals are provided in the manufacturer's original language (English). The delivery also includes a declaration of conformity in accordance with Act No. 22/1997 Coll. (applicable only to goods subject to this Act and related decrees). For goods that do not require installation by a service technician, the Buyer must inspect the goods immediately upon receipt and notify the Supplier of any defects, at the latest within two (2) business days. Each delivery includes a delivery note listing the product name, catalog number, quantity delivered, and price.

Payment Terms

The purchase price is payable via bank transfer to the Seller's account. Payment is due within 14 days unless otherwise specified. The due date on the invoice indicates the date by which the full purchase price must be credited to the Seller's account.

If the Buyer wishes to modify the payment terms, this must be discussed with the Seller's sales representative. Any revised payment terms must be specified in the order and confirmed on the order confirmation.

For new customers and those outside the European Union, advance payment is required. Typically, the payment is made in two equal payments: the first after order confirmation and the second not later than seven (7) days before pick-up or shipment. For non-standard orders, the Seller may require advance payments even from EU customers. In such cases, the payment is divided into three payments: 50% after order confirmation, 40% seven (7) days before delivery or pick-up, and 10% after installation and acceptance by the customer, payable within 14 days. The Seller may also request advance payment from customers with a history of delayed payments.

Production or delivery times commence only after receipt of the advance payment.

Invoices or tax documents are issued upon dispatch of goods (handover to the first carrier) or upon personal delivery to the customer, if not agreed differently.

The purchase price is considered paid on the date the amount is credited to the Seller's account. Ownership of the goods transfers to the Buyer on this date, unless otherwise agreed.

In the event of a delay in payment, the Buyer shall pay the Seller a penalty of 0.5% statutory default interest per day on the outstanding amount. The Buyer may not transfer their obligations to the Seller to a third party without the Seller's prior written consent.

Warranty and Liability for Defects

The Seller provides the Buyer with a warranty guaranteeing the quality of the goods. This warranty ensures that the goods will be suitable for their agreed or customary purpose during the warranty period and that they will retain their agreed or standard properties.

The warranty does not cover wear-and-tear parts or defects resulting from improper use, including but not limited to:

- Incorrect connection of the goods with other devices.
- Use of unsuitable consumables.
- Improper maintenance or storage.
- Unauthorized modifications of the goods.

The warranty also does not cover suitability for specific special applications. Unless otherwise specified, the warranty period is 12 months from the date of delivery.

If the Buyer discovers a defect during the warranty period, the Seller must be notified in a written way (email or mail) without undue delay (referred to as the "complaint"). The warranty period is paused during the time between the filing of a justified complaint and when the Buyer is required to accept the repaired goods.

To file a complaint, the Buyer must provide proof of purchase, including the invoice and delivery note with the serial number of the goods. The goods must be returned complete, including all documentation, with intact warranty stickers, and in their original packaging, if not agreed differently. The complaint must specify the defect and its manifestation. Complaints must be submitted to the Seller's registered office.

The Buyer must ensure that the goods being claimed are clean and undamaged. The Seller reserves the right to refuse goods that do not meet these conditions.

The Buyer will be informed of the complaint result within two weeks after receiving the goods. If the defect requires evaluation by the manufacturer, this period may extend to four weeks. For valid warranty claims, the Seller reserves the right to choose between repairing or replacing the defective goods. In cases where the

complaint is found to be unjustified (e.g., no defect is detected or the defect is not covered by the warranty), the Buyer is responsible for covering the costs of return transport, inspection, and any repairs before accepting the goods. The Buyer is also responsible for the cost of transporting the goods to the Seller.

Warranty and post-warranty repairs

The Seller offers both warranty and post-warranty repair services for devices, performed by trained service technicians following the customer's needs. Service requests or contracts are managed by the Seller's service department.

Property Rights and Risk of Damage to Goods

The Buyer may not use the Seller's brand names without prior written permission. Ownership of the goods is transferred to the Buyer in accordance with European and Czech law. The risk of damage to the goods passes to the Buyer at the time of delivery or handover, depending on the agreed transport conditions.

General Conditions

The full text of these General Terms and Conditions is available online at <https://pptechnsales.com>. The Buyer acknowledges that the contractual relationship established upon the Seller's acceptance of the Buyer's order and the provision of performance is governed by these General Terms and Conditions.

Processing of Personal Data

In compliance with Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), regarding the protection of individuals with respect to the processing of personal data and the free movement of such data, please be advised that your consent is required for the processing of your personal data. You may revoke this consent at any time.

These General Terms and Conditions take effect on May 2, 2024.