

GENERAL TERMS AND CONDITIONS
(hereinafter referred to as "GTC")
METEL s.r.o.
Company VAT Number CZ25974289

1. For the purposes of these General Terms and Conditions, the following terms have the following meanings

- 1.1. **The Supplier:**
METEL s.r.o.
Žižkův kopec 617, 552 03 Česká Skalice
The Supplier is registered in the company register held by the Regional Court in Hradec Králové, Section C, Inset 18304.
The Supplier is a VAT payer.
Company Number: 25974289
VAT Reg. Number: CZ25974289
(hereinafter referred to as "the Supplier")
Contact Details:
Phone number: 00420 491 453 352
E-mail addresses:
Inquiries: metel(@)metel.eu
Orders: order(@)metel.eu
Technical Support: support(@)metel.eu
The account number for non-cash payments:
219280772/0300 Československá obchodní banka, a.s.
- 1.2. **The Purchaser:**
The Purchaser is the contracting party that has ordered the Goods or Services.
- 1.3. **The Goods and Services:**
- 1.3.1. The term Goods means all the products (Hardware and Software) supplied by the Supplier to the Purchaser.
- 1.3.2. The term Software means all the executable programs and firmware applications where Hardware is not included in the delivery.
- 1.3.3. The term Hardware means the technical equipment without data and programs. It also means the technical equipment containing firmware as a functionally inseparable part.
- 1.3.4. The term Services means all the Services supplied by the Supplier to the Purchaser.
- 1.3.5. All the available Goods and Services are listed on the website www.metel.eu.

2. The Ordering of Hardware

- 2.1. **The Ordering and its Confirmation**
- 2.1.1. A catalogue of commonly supplied Hardware is available at www.metel.eu .
- 2.1.2. The Supplier does not guarantee the immediate availability of all Hardware items.
- 2.1.3. Availability of Hardware will always be confirmed upon demand.
- 2.1.4. The Order of Hardware (completion of the Purchase Agreement) is made by confirming the Purchase Order by the Supplier upon prior submission of the Purchaser's electronic order.
- 2.1.5. It is possible to place an order by telephone or by personal negotiation, a purchase contract is then concluded orally, and its conclusion is confirmed by the receipt of the Hardware by the Purchaser directly from the Supplier or by a mail service.
- 2.1.6. An acknowledgement of receipt of the order to the system is not an order confirmation.
- 2.1.7. The order is confirmed by the Supplier only after verifying the availability of the ordered Hardware.

2.1.8. Order Confirmation is an electronically sent confirmation or telephone confirmation of the order by the Supplier when the Supplier and the Purchaser confirm the contents of the order, in particular the type of Goods, the number of items, the price for the Hardware, the shipment method and date of delivery.

2.1.9. Order is also used to book Hardware.

2.2. **The Cancellation of the Order**

2.2.1. The Purchaser may cancel an order without giving any reason until the Supplier confirms the order.

2.2.2. If the Supplier cancels the order, it shall state the reason why the order cannot be confirmed.

2.2.3. After the order is confirmed, it may be cancelled with the Supplier's consent only.

2.2.4. The offer of all Hardware listed on the Supplier's website does not constitute an offer within the meaning of § 1731, Act 89/2012 Sb (Občanský zákoník).

2.2.5. The Supplier reserves the right to cancel the order of Hardware if the delivery could violate any regulations in force in the European Union or the USA.

2.3. **Delivery Conditions**

2.3.1. The ordered Goods will be delivered by post or by another delivery service as soon as possible, according to their availability and the Supplier's operational capabilities, usually Goods are delivered from Metel stock within 1 or 2 working days from the order confirmation or within the delivery period specified in the order confirmation.

2.3.2. The Goods are considered to be delivered by the delivery of the order to the first carrier for the transfer to the Purchaser.

2.3.3. The delivery to the specified address is provided by the Supplier via contract carriers or by personal delivery.

2.3.4. The shipping cost of the goods differs according to the chosen mode of transport.

2.4. **Acceptance of Goods**

2.4.1. The title to the Goods does not pass to the Purchaser until the purchase price is fully paid.

2.4.2. The Purchaser is obligated to inspect the Goods immediately after their delivery.

2.4.3. If the packing or the product itself is mechanically damaged, do not accept the consignment!

2.4.4. By signing the transport documents and the invoice (the invoice also serves as a delivery note if a separate delivery note has not been issued), by the Purchaser, the Purchaser accepts the delivery of the Goods and confirms that the Goods were undamaged, without any visible defects.

2.4.5. If the Purchaser decides to pick up the Goods personally on the Supplier's premises, the Goods are reserved for the period of 3 working days after sending the notice to collect the Goods by the Supplier to the Purchaser.

2.4.6. The Purchaser has the right to inspect the Goods at the Supplier's premises before entering into the purchase contract.

2.4.7. The Supplier is entitled to compensation for damages caused by not accepting the ordered Goods.

3. **The Order of SOFTWARE**

3.1. **The Order and its Confirmation**

- 3.1.1. The Purchaser orders (sends the order to the Supplier) the Software by e-mail or by the online ordering system from Supplier's website www.metel.eu.
- 3.1.2. The order is confirmed by e-mail to the Purchaser's address specified in the order.
- 3.2. **The Order Cancellation by Purchaser**
 - 3.2.1. The Purchaser may cancel the order without giving any reason until:
 - the sending of the license code or hardware key to the Purchaser, or
 - the payment based on the Request for Payment if the Software was ordered by the online ordering form on the website www.metel.eu, depending on which one of them occurs first.
- 3.3. **The Order Cancellation by Supplier**
 - 3.3.1. If the order is cancelled by the Supplier, the Supplier shall give reason(s) why the order cannot be confirmed.
 - 3.3.2. The offer of all Software listed on the Supplier's website does not constitute an offer within the meaning of § 1731, Act 89/2012 Sb (Občanský zákoník).
 - 3.3.3. The Supplier reserves the right to cancel the order of goods if the delivery could violate any regulations in force in the European Union or the USA.
- 3.4. **Delivery Conditions**
 - 3.4.1. All paid Software is distributed to the Purchaser within 2 working days from the settlement of the Request for Payment.
 - 3.4.2. The manner of delivery is made via e-mail, postal or parcel services.
 - 3.4.3. The manner of the delivery depends on the kind of Software ordered and the way of its protection (license code, hardware key).
- 3.5. **License**
 - 3.5.1. The Purchaser is entitled to use the Software only in accordance with the license agreement that the Purchaser receives with the data medium.
 - 3.5.2. If the data medium is unwrapped, the Purchaser it accepts the license agreement and agrees with its full compliance.
 - 3.5.3. In the event that the Software is not sent to the Purchaser on the data medium but the Supplier enables the Purchaser to get the Software from the internet, the Purchaser accedes to the license agreement by downloading the Software to a hard disk or another data medium.

4. The Ordering of Services

- 4.1. **The Ordering and its Confirmation**
 - 4.1.1. A catalogue of commonly supplied Services is available on the www.metel.eu website.
 - 4.1.2. The Supplier does not guarantee the immediate availability of the Services.
 - 4.1.3. Availability of the Services will always be confirmed on demand.
 - 4.1.4. The Order of Services (completion of the Purchase Agreement) is made by confirming the Purchase Order by the Supplier upon prior submission of the Purchaser's electronic order.
 - 4.1.5. It is possible to place an order by telephone or personal negotiation, the purchase contract is then concluded orally.
 - 4.1.6. An acknowledgement of receipt of the order to the system is not an order confirmation.
 - 4.1.7. The order is confirmed by the Supplier only after verifying the availability of the ordered Services.

- 4.1.8. Order Confirmation is an electronically sent confirmation or telephone confirmation of the order by the Supplier when the Supplier and the Purchaser confirm the contents of the order.
- 4.1.9. The purchase agreement is concluded at the moment of the confirmation.
- 4.2. **The Cancellation of the Order**
- 4.2.1. The Purchaser may cancel the order without giving any reason until the Supplier confirms the order.
- 4.2.2. If the Supplier cancels the order, it shall state the reason why the order cannot be confirmed.
- 4.2.3. After the order is confirmed, it may be cancelled with the Supplier's consent only.
- 4.2.4. The offer of all Services listed on the Supplier's website does not constitute an offer within the meaning of § 1731, Act 89/2012 Sb (Občanský zákoník).
- 4.2.5. The Supplier reserves the right to cancel the order of goods if the delivery could violate any regulations in force in the European Union or the USA.
- 4.3. **Delivery Conditions and Acceptance**
- 4.3.1. The ordered Services will be delivered within the delivery period specified in the order confirmation.
- 4.3.2. The Service is deemed delivered on the day of signing the delivery note, handover protocol, Service protocol or invoice by the Purchaser.

5. Prices, Discounts and Payment Conditions.

- 5.1. **Prices**
- 5.1.1. The current end prices of the Goods and Services are available on the www.metel.eu website.
- 5.1.2. The Supplier reserves the right to change prices without prior notice.
- 5.2. **Discounts**
- 5.2.1. The discounts on the Goods and Services are governed by bilateral agreements between the Supplier and the Purchaser.
- 5.2.2. The agreement may be in both written and oral form.
- 5.2.3. Discounts on the Goods and Services may vary according to the group to which the Goods and Services are on the www.metel.eu website.
- 5.3. **Project Discounts**
- 5.3.1. The Supplier reserves the right to provide the Purchaser with a project discount on the Goods delivery subject to the following conditions:
- the Purchaser has registered the project at <https://www.metel.eu> and its registration has been confirmed by the Supplier,
 - at the time of purchase, the Purchaser has a valid certificate confirming completion of CERTIFICATION TRAINING.
- 5.3.2. The Supplier reserves the right not to register the project if:
- the Purchaser is not able to prove that he was involved in the project,
 - the Project is already registered.
- 5.4. **Date of Invoices**
- 5.4.1. The negotiated purchase price is always payable by a non-cash payment to the Supplier's account.
- 5.4.2. The Supplier reserves the right to request an advance non-cash payment.

5.4.3. We do not accept cash or payment cards.

5.5. **Purchase Price**

5.5.1. The negotiated purchase price is without VAT tax.

5.5.2. If the advance payment has been agreed or determined and the Purchaser has not paid the advance in time, the Supplier is not in delay with the delivery of the Goods, and the delivery period is extended by the time the Purchaser is in delay.

5.5.3. All payments through a bank account are deemed to have been met by the date on which the payment was credited to the seller's bank account.

5.6. **Contractual Penalties**

5.6.1. In the event of the Purchaser's delay with any payment, according to these General Terms and Conditions, the Purchaser is obligated to pay a contractual penalty in the amount of 0.05 percent of the outstanding amount per day for each 1st – 30th day of the delay and in the amount of 0.25 per cent of the outstanding amount per day starting from 31st day of the delay.

5.6.2. Supplier's entitlement to compensation for damage is not affected by the contractual penalty, not even in the part exceeding the amount of the contractual penalty.

5.6.3. The Purchaser notices that the Supplier is entitled to assign receivables arising out of the purchase contract to a third party.

6. **Warranty Conditions and Complaints – Exercising rights arising from liability for defects**

6.1. See the valid Warranty Conditions of METEL s.r.o.

7. **Lending of Goods**

7.1. The Supplier may lend the goods to the Purchaser to test them free of charge for a maximum period of 30 days.

7.2. The Purchaser is obligated to use such goods only for the purpose for which they were lent, protect them against any damage, loss or destruction.

7.3. The lending of the Goods along with their full specifications and the date of returning is mentioned in the delivery note.

7.4. The Purchaser confirms borrowing of the Goods and also fully accepts Supplier's lending conditions by his signature on the delivery note.

7.5. If the goods lent to the Purchaser are not returned on the date agreed upon in the delivery note, the Supplier is entitled to remit an invoice covering the price of the item lent to the Purchaser + VAT, which must be paid in full by the due date (15 days from its issue) at the latest.

7.6. Before the lending of any item, the Supplier may also require a deposit in the amount of up to 100 per cent of the value of the item.

8. **Returning of Goods**

8.1. The invoiced Goods can be returned only with Supplier's agreement within 30 days from the date of purchase and in the same accounting period as the Goods were purchased.

8.2. The Supplier's accounting period always ends on 31st December.

8.3. The Goods must be returned unused, undamaged and in the original packaging.

- 8.4. In the event, of returned Goods within the specified time above, the Supplier is entitled to charge a cancellation fee to the Purchaser. The amount depends on the type and condition of the returned Goods.
- 8.5. The minimum amount of the cancellation fee is 10% of the invoiced price without VAT.
- 8.6. If the Purchaser orders the Goods for replacement of at least the same value as the returned Goods, the Supplier may waive the cancellation fee.
- 8.7. Within the statutory period the Supplier will issue a credit note for the returned Goods, in which the intended cancellation fee is taken into account.
- 8.8. If the Goods for the Purchaser are made according to the Purchaser's instructions and demands (custom production), these instructions and demands are considered to be a contract for work. In this case the Supplier reserves the right to refuse the return of any custom product.

9. Final Provisions

- 9.1. These GTC apply to all purchase contracts concluded between the Supplier and the Purchaser unless otherwise agreed.
- 9.2. The Supplier reserves the right to amend the GTC.
- 9.3. The amended GTC will be published on the website www.metel.eu at least one week before the new GTC is to become effective.
- 9.4. If any provision of these GTC or any provision of the purchase contract is found invalid or unenforceable, the other provisions of the GTC or the purchase contract will not be affected thereby.

10. GTC Validity

- 10.1. These GTC are valid from the 15th of October 2019.