

## TERMS AND CONDITIONS

of the trading company  
**COMET SYSTEM, s.r.o.**

registered office at Bezručova 2901, 756 61 Rožnov pod Radhoštěm  
company identification number: 60776846

registered in the Commercial Register administered by the Regional Court in Ostrava,  
section C, file 6795

### 1. GENERAL PROVISIONS

- 1.1. These Terms and Conditions (hereinafter referred to as the **"Terms and Conditions"** of COMET SYSTEM, s.r.o., with registered office at Bezručova 2901, 756 61 Rožnov pod Radhoštěm, company identification number: 60776846, registered in the Commercial Register administered by the Regional Court in Ostrava, section C, file 6795 (hereinafter referred to as the **"Seller"**), under the provision of section 1751 clause 1 of the act No 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the **"Civil Code"**), shall govern the mutual rights and obligations of the contractual parties established in relation to or based on a purchase contract (hereinafter referred to as the **"Purchase Contract"**) being concluded between the Seller and other entrepreneur or legal entity (hereinafter referred to as the **"Purchaser"**).
- 1.2. These Terms and Conditions apply to the Purchasers carrying a business and to legal entities.
- 1.3. Any provisions differing from the Terms and Condition may be stipulated in the Purchase Contract concluded in a form of confirmed order. The provisions of the Purchase Contract take priority over the provisions of the Terms and Conditions. The provisions of the Terms and Conditions shall be attached as an inseparable part to the Purchase Contract.
- 1.4. The Seller is entitled to rephrase or amend the provisions of the Terms and Conditions. The rights and obligations originated during the force of the original wording of the Terms and Conditions shall not be affected by the provision of this clause.

### 2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1. The presentation of all the goods is available at website <https://www.cometsystem.com/> (hereinafter referred to as the **"Web Presentation"**), is of informative nature and the Seller is not obliged to conclude the Purchase Contract regarding this goods. Therefore, the provision of section 1732 clause 2 of the Civil Code shall not be applied.
- 2.2. The Web Presentation contains information on the goods offered including the relevant technical data of each item with possible optional accessories.
- 2.3. To select the goods, the Purchaser shall fill-in the form in the Web Presentation and send it via the Web Presentation to the Seller. The selection and demand for the goods may alternatively be sent to the Seller via e-mail at [info@cometsystem.com](mailto:info@cometsystem.com).
- 2.4. The Seller is not obliged to confirm the received demand for the goods and such demand

shall not be binding. The Seller is entitled to verify the demand for the goods in the event of any uncertainty with respect to authenticity and veracity of the demand.

- 2.5. As soon the demand for the goods is received and verified, the Seller shall compose a price offer for the required goods and send it back to the Purchaser. The validity period of the price offer shall be stated therein, however, it shall not exceed 6 months after the price offer was sent to the Purchaser. The validity period of the price offer shall expire always as to the last day of the respective year, in which the price offer was published by the Seller, which applies also when the 6 months' validity period of the price offer has not expired yet.
- 2.6. Based on the Seller's price offer, the Purchaser shall make a binding order of the goods corresponding to the price offer and send it in writing to the Purchaser either via e-mail or registered post.
- 2.7. Under the section 2079 et. sec. of the Civil Code, the Purchase Contract is concluded in the moment when the Seller confirms the acceptance of the binding order to the Purchaser.
- 2.8. When the order of standard goods is being cancelled by the Purchaser, the Seller is entitled to a cancellation fee of 30 % of the price of goods. When the Purchaser cancels the order of goods altered according to the Purchaser's requirements or bespoke calibrated goods for the Purchaser, the Seller shall be entitled to a cancellation fee of 100 % of the price of goods. In case the Seller has already expended costs related to obligations resulting from the Purchase Contract, the Seller shall be entitled also to compensation of such effectively expended costs in full amount.

### 3. PRICE OF GOODS AND PAYMENT CONDITIONS

- 3.1. The price of goods and eventual costs related to delivery of goods under the Purchase Contract shall be covered by the Purchaser to the Seller using one of the following options:
  - non-cash payment after delivery of goods made to the bank account of the Seller No 43-9277950237/0100, at the bank Komerční banka, a.s. (hereinafter referred to as the "Seller's Bank Account"), based on the invoice issued for contractual partners with reliable payment history;
  - cash on delivery in the place stated by the Purchaser in the order;
  - non-cash payment prior to sending of goods to the Seller's Bank Account based on the advance invoice.For each individual order, the Seller reserves the right to determine the payment method for the Purchaser in the order confirmation.
- 3.2. Together with the purchase price, the Purchaser is obliged to pay for the costs related to packaging and delivery of goods in the agreed amount to the Seller. Unless stated expressly otherwise, the purchase price shall be hereinafter considered as purchase price including the costs for delivery of goods.
- 3.3. For non-cash payments, the purchase price shall be due within 14 days after the (advance) invoice is issued by the Seller, unless agreed otherwise by the contractual parties in individual cases. The obligation of the Purchaser to pay the purchase price for goods to the

Seller's Bank Account shall be fulfilled as soon as the respective amount is credited to the Seller's Bank Account.

- 3.4. Using the non-cash payment, the Purchaser is obliged to pay the purchase price of goods with stating the variable symbol for the payment.
- 3.5. The Seller is entitled to request payment of purchase price for goods in full amount before the goods is sent to the Purchaser.
- 3.6. The Seller shall issue an invoice for payments based on the Purchase Contract for the Purchaser. The Seller is VAT registered. The Seller shall send the invoice to the Purchaser together with goods or, if agreed with the Purchaser, in the electronic form to the e-mail address of the Purchaser.
- 3.7. In case the Purchaser fails to fulfil the due periods under these Terms and Conditions, the Seller shall be entitled to contractual penalty for delay in amount of 0,3 % of the due amount for each day of delay. The entitlement of the Seller for compensation of damage caused by the Purchaser's delay shall not be affected thereby.
- 3.8. In case the Purchaser's payments for the goods are delayed, the Seller shall be also entitled to pause the further agreed deliveries of goods until all the due payments of the Purchaser are covered.

#### **4. WITHDRAWAL FROM THE PURCHASE CONTRACT**

- 4.1. The Seller is entitled to withdraw from the Purchase Contract anytime until the delivery of goods is accepted by the Purchaser. Doing so, the Seller shall refund the purchase price for goods already paid by the Purchaser to the bank account stated by the Purchaser for this purpose. Alternatively, the refund may be transferred to the account from which the purchase price for goods was originally received (unless the Purchaser specifies the intended bank account to the Seller within 5 days after the withdrawal was made).
- 4.2. Should the Purchaser's payment of the purchase price for goods be delayed for more than 5 business days, the Seller is entitled to withdraw from the Purchase Contract. At the same time, the Seller shall be in such case entitled to a contractual penalty of 0,5 % of the purchase price of goods.
- 4.3. The Purchaser is not entitled to withdraw from the Purchase Contract with respect to the goods that has been already delivered, or that has been accepted by the Purchaser.
- 4.4. The withdrawal shall be made in a written form, the electronic form shall be used for Purchase Contracts concluded via e-mail. The withdrawal shall become effective as soon as the notification on withdrawal is delivered to the other contractual party.
- 4.5. The Seller is entitled to offset the claim for settlement of damage incurred to the goods unilaterally against the claim of the Purchaser for refunding the purchase price of goods.

## 5. TRANSPORT AND DELIVERY OF GOODS

- 5.1. When the transport method is arranged based on Purchaser's special requirements, the Purchaser shall be liable for any risks and additional costs related to such transport method.
- 5.2. Should the Seller be obliged under the Purchase Contract to deliver the goods to the place determined by the Purchaser in the confirmed order, the Purchaser shall be obliged to accept the goods at its delivery.
- 5.3. When the goods are accepted from a carrier, the Purchaser is obliged to check whether the goods' packaging is intact and if any defects are discovered, the carrier shall be notified immediately. The defects shall be stated in a record. Without the record on packaging defects, the Purchaser loses their claims related to defective goods packaging and, therefore, the Seller shall not be liable for any damages incurred thereby.
- 5.4. As soon as the good is accepted, the Purchaser is obliged to check the goods, in particular with respect to number of items and completeness. Any discrepancies shall be notified by the Purchaser to the Seller without undue delay, however within 2 business days after the goods has been accepted at the latest. Any and all discovered defects shall be documented in appropriate way by the Purchaser and such documentation shall be sent to the Seller together with notification on defects (complaint).
- 5.5. Should the goods remain unaccepted by the Purchaser, the Seller's right to require payment of the purchase price of goods in full amount shall not be affected thereby.

## 6. LIABILITY FOR DEFECTS

- 6.1. The Seller shall be liable for the goods to be free of any defects. The goods free of defects is goods that at the delivery:
  - 6.1.1. comes in agreed amount.
  - 6.1.2. corresponds in quality and design agreed by the Purchaser and the Seller, or according to the agreed sample or pattern, or according to the purpose evident from the Purchase Contract; or in other features usual for the purpose.
  - 6.1.3. is free of any legal defects, i.e. the rights to the goods do not belong to a third entity and the goods is equipped with documents and identification necessary for proper use of the goods.
- 6.2. The Seller does not provide any quality guarantee, unless a special guarantee certificate is issued by the Seller for the Purchaser in a form of unilateral statement of the Seller providing the guarantee.
- 6.3. The difference in colour shades visible in reality versus on the electronic display devices shall not be considered as defect of the goods.
- 6.4. The defect liability rights of the Purchaser are governed by the Civil Code, sections 2099 to

2112 in particular.

- 6.5. When the defect represents a significant breach of the Purchase Contract, the Purchaser shall be entitled to the following defect liability rights:
  - 6.5.1. defect removal by delivering a new item free of defects or delivering a missing item;
  - 6.5.2. defect removal by repairing the item;
  - 6.5.3. an appropriate discount from the purchase price of goods; or
  - 6.5.4. withdrawal from the Purchase Contract.
- 6.6. When the defect does not represent a significant breach of the Purchase Contract, the Purchaser is entitled to request:
  - 6.6.1. defect removal; or
  - 6.6.2. an appropriate discount from the purchase price of goods.
- 6.7. After the Purchaser makes a due complaint about the defect, the Seller shall review the complaint and decide on the selected settlement of the complaint. Should the defect be considered as a significant breach of the Purchase Contract, the Purchaser is obliged to give evidence on and prove such breach to the Seller.
- 6.8. To remove the defect, the Seller is entitled to always deliver the missing goods or repair the item at first place.
- 6.9. The exchange of goods or withdrawal from the Purchase Contract may not be requested when the Purchaser is not able to return the item in the same condition as it was delivered.
- 6.10. The Purchaser shall not be entitled to defect liability rights provided that the defect was known to the Purchaser before the goods was accepted or the defect was caused by the Purchaser.
- 6.11. The claims related to defect liability shall further not be applied to wear and tear of the goods caused by usual use; to items being sold for reduced price – only with respect to the defect, due to which the reduced price was agreed; or if it is implied from the nature of the item. The Seller shall not be liable for defects (i) caused by wrong, improper, unprofessional or inappropriate actions or omissions while storing, handling, installing, operating, using, maintaining or securing the goods not conforming the manuals, rules or conditions described in the documentation related to the goods, and / or while assembling the goods or during its start up or training, and / or while using the goods in contrary to general binding rules, regulations or principles; (ii) caused due to lack of appropriate storing conditions or conditions for manipulation, installation, operation, usage or maintenance of the goods, especially but not limited to required conditions on temperature, dustiness, humidity and chemical or mechanical influences; (iii) caused as a result of repairs, changes, modifications and / or other such adjustments of the goods done by the Purchaser or any other unqualified third person.

- 6.12. The Purchaser is obliged to claim the complaint from the Seller without undue delay after the defect has been discovered. The Seller shall accept the goods under complaint at the address of the Seller's registered office.
- 6.13. The obligatory complaint procedure is determined as follows:
- 6.13.1. to make the complaint settled more quickly, the Purchaser may inform the Seller on the complaint in advance via phone, e-mail or repair form filling at <https://www.cometsystem.com/support/repair-or-calibration-form>;
  - 6.13.2. the Purchaser is obliged to describe the defect and/or describe its features and when the defect has been discovered;
  - 6.13.3. the Purchaser shall deliver the goods under complaint to the Seller, whereas when sending the goods, the Purchaser is obliged to equip the goods with appropriate packaging so that any damage or destruction of the goods is avoided;
  - 6.13.4. the Purchaser shall enclose to the goods a receipt proving the purchase of goods or the invoice, if issued, or other document demonstrating the purchase of goods.
- 6.14. The complaint is considered applied as soon as the goods under complaint is delivered to the Seller together with the written complaint so that the Seller is able to examine the defect.
- 6.15. The Seller shall be liable for any damage caused by the goods only if it is provable that such damage was caused intentionally or due to gross negligence of the representative or employee of the Seller. The Seller shall not be liable whatsoever for any damages caused by the goods to movable assets or real estates due to improper use of the goods. The compensation of any and all damages caused by defects of the goods is limited up to 25 % of the total value of goods delivery, which is affected by the incurred damage. The Purchaser is obliged to reduce the Seller's liability for damages towards third entities and property in the equal extent as defined in this section.
- 6.16. The Purchase acknowledges that under any circumstances the Seller shall not be liable for availability of any network services or functionality of the net infrastructure or other similar solutions (so called "connectivity") used by the Purchaser while operating the goods. Therefore, the Purchaser shall not be entitled to any liability claims of defects due to outage or unavailability of any such net service or due to non-functional net infrastructure or of any other source of connectivity.

## 7. PERSONAL DATA PROTECTION

- 7.1. The obligation to provide information under the section 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR") connected with Purchaser's personal data processing for the purposes of fulfilling the obligations of the Purchase contract, the purposes of negotiations regarding the Purchase Contract and purposes of fulfilling the public-law obligations of the Seller, shall

be fulfilled by the Seller towards the Purchaser via a separate document.

## **8. E-MAIL MARKETING AND COOKIES SETTING**

- 8.1. With respect to the provision of section 7 clause 2 of the Act No 480/2004 Coll., on certain Information Society Services and on Amendments to some Acts (Act on Certain Information Society Services), as amended, the Purchaser consents to be provided with marketing information by the Seller either to the e-mail address of the Purchaser or via phone.
- 8.2. The Purchaser consents to so-called cookies being placed on their computer. The consent under the previous clause may be withdrawn by the Purchaser in the event the purchase is possible to be completed on website and the Seller's obligations under the Purchase Contract may be fulfilled without so-called cookies being placed on the Purchaser's computer.

## **9. DELIVERING**

- 9.1. The Seller is entitled to send any and all documents related to or connected to the Purchase Contract for delivery of goods to the e-mail of the Purchaser.

## **10. FINAL PROVISIONS**

- 10.1. Should the relationship based on the Purchase Contract include any international (foreign) elements, the contractual parties hereby stipulate that such relationship is governed by the Czech law and shall be subject to Czech jurisdiction to settle any potential disputes.
- 10.2. Should any provision of the Terms and Conditions be or become invalid or ineffective, a provision with the most analogous content shall be applied instead. The validity of other provisions shall not be affected by one invalid or ineffective provision.

In Rožnov pod Radhoštěm on 1<sup>st</sup> October 2021.