

General Terms and Conditions

for the sale of goods and the provision of related services

through an online store available

on the spvgsystems.com domain

operated

trading company

SPVG Systems s.r.o.

IČO: 26965542, DIČ: CZ26965542, with its registered office at Čichnova 1294 / 23a, Komín, 624 00 Brno

entered in the Commercial Register under file no. No. C 48721 kept at the Regional Court in Brno

(hereinafter also referred to as the "Seller")

effective from 31 January 2021

I.

Introductory provisions

1. Seller

- 1.1. The online store available on the spvgsystems.com domain is operated by SPVG Systems s.r.o., IČO: 26965542, DIČ: CZ26965542, with its registered office at Čichnova 1294 / 23a, Komín, 624 00 Brno, registered in the Commercial Register under file no. No. C 48721 kept at the Regional Court in Brno.
- 1.2. The contact details of the Seller are as follows:
 - a) telephone: +420 774 702 623;
 - b) electronic address (e-mail): sales@spvgsystems.cz;
 - c) address for delivery of the writing in paper form: Čichnova 1294 / 23a, Komín, 624 00 Brno.

2. Definitions of terms

- 2.1. **Cookies** - small files containing text that are automatically stored on the User's computer or other electronic device, through which the User views the Online Store.
- 2.2. **Buyer's e-mail address** - the e-mail address of the Buyer stated within the User Account.
- 2.3. **Internet shop** - an online system operated on the Internet at the domain (URL) spvgsystems.com, which allows the conclusion of Contracts between the Seller and the Buyer using distance communication.
- 2.4. **Buyer** - a natural person (person), a natural person entrepreneur or a legal entity that has entered into the Contract.
- 2.5. **Offer** - a specific and targeted offer for the delivery of Goods created on the basis of a Demand;

2.6. Shopping Cart - a virtual place where the Buyer inserts the Goods using the functions of the Online Store, which is part of the Order.

2.7. Demand - the Buyer's request for the Seller's offer to create the Goods according to requirements2.7. Demand - the Buyer's request for the Seller's offer to create the Goods according to the requirements of the Buyer.

2.8. Civil Code - Act No. 89/2012 Coll., Civil Code, as amended.

2.9. Terms and Conditions - General Terms and Conditions of the online store available on the internet domain spvgsystems.com, which form an integral part of the Agreement.

2.10. Order - an electronic binding proposal for the conclusion of the Contract, which arises by filling in the necessary data in the order form (eg quantity, delivery address) and sending it to the Seller via the Online Store.

2.11. Services - additional services to the Goods offered by the Seller to its Customers.

2.12. Contract - a purchase contract concluded in electronic form via an Internet shop between the Seller and the Buyer.

2.13. Contracting Party - one contracting party to the Contract, ie either the Seller or the Buyer.

2.14. Contracting Parties - the contracting parties to the Contract, ie the Seller and the Buyer.

2.15. Consumer - A buyer who meets the definition of a consumer according to the provisions of § 419 of the Civil Code.

2.16. User - a person who displays the content of the Online Store in a web browser.

2.17. User account - an Internet shop function enabling the creation of an individual approach for the Buyer. The establishment of a user account is necessary for the execution of an Order or Inquiry in the Online Store. Goods - movables offered and / or sold through an online store.

3. Internet shop

3.1 The Seller operates an online system on the Internet domain available at (URL) spvgsystems.com offering the Buyer the purchase of the Goods. The Seller publishes an offer of the Goods in the online store, each of these offers has an informative character. The Goods are in particular (i) the SPVG diagnostic system intended for Volkswagen, Škoda, Audi and Seat Group cars, (ii) tools for working with passenger car remote controls and (iii) parts, components and accessories for the Goods referred to in points (i) and (ii) above.

3.2. The Buyer is interested in purchasing the Goods from the Seller and possibly in providing the Services earlier with him. The Buyer may be a consumer in the sense of legal regulations valid in the Czech Republic and in such a case these General Terms and Conditions contain special provisions that already exist only if the Buyer is a consumer.

3.3. These General Terms and Conditions are an integral part of the Contracts, on the basis of which the delivery of the Goods will be started and, if necessary, the Services will be concluded with the Buyer as a customer and the Seller as a supplier via an online store.

3.4. These conditions regulate the rights and obligations of the Buyer and the Seller arising from the Contract.

3.5. These General Terms and Conditions are an integral part of the Contracts, on the basis of which the Goods and possibly related Services are concluded between the Buyer as a customer and the Seller as a supplier via the Internet shop.

- 3.6. These Conditions govern the rights and obligations of the Buyer and the Seller arising from the Contract.

II.Orders of Goods and conclusion of the Contract

II.1. Product Information

- II.1.1. The Offer of Goods available in the Online Store is not a binding offer for the conclusion of the Contract in the sense of the provisions of § 1732 paragraph 2 of the Civil Code, but only an invitation to the Buyer to send a binding proposal for the conclusion of the Contract in the form of the Order.
- II.1.2. The display of the Goods in the Online Store is for information only and is not binding. In particular, the aesthetic elements of the Goods may be changed by the Seller, resp. The Goods delivered on the basis of the Contract may be different in aesthetic elements from the Goods depicted in the Online Store, while these elements do not affect the functionality of the Goods (color, shape and / or size of the Goods without affecting its functionality).
- II.1.3. After clicking on the Goods listed in the Online Store, a representation of the Goods, its description, exact price including VAT and any other taxes and fees, if they are to be paid by the Buyer, will be displayed, except for Goods created on the Buyer's request. Its price is not stated and it cannot be ordered directly via the Internet shop, but by entering the parameters required by the Buyer for the Goods and sending them to the Seller, an Inquiry is created.
- II.1.4. The purchase price of the Goods is valid at the time of sending the Order according to Article 2.2.2 of these Conditions.

II.2. Order and its control

- II.2.1. If you are interested in the offered Goods, the Buyer must place it in the Shopping Cart using the "ADD TO BASKET" button. By placing the Goods in the Shopping Cart, the Goods become part of the Order.
- II.2.2. Before sending the Order for Goods placed in the Shopping Cart created according to the previous article, the Buyer is allowed to check and change data, including the ability to change the type and quantity of Goods he placed in the Order, also with regard to the ability to detect and correct errors in entering data into the Order by the Buyer. . The Buyer shall send the Order to the Seller by clicking on the "COMPLETE ORDER" button in the Order, while the completed and sent Order is considered a proposal for the conclusion of the Purchase Agreement.
- II.2.3 The condition for sending the Order is the agreement of these Conditions, which form part of the Agreement. The data listed in the order they are deemed correct by the seller.

II.3. Acknowledgment of receipt of the Order

- II.3.1. The Seller will confirm the receipt of the Order to the Buyer by e-mail to the Buyer's Electronic Address specified in the Order. Part of the information on receiving the Order is also the type and quantity of the required Goods.
- II.3.2. Confirmation of receipt of the Order according to the previous article is not a confirmation of acceptance of the Order for concluding the Purchase Agreement.
- II.3.3. If the Buyer has entered incorrect contact details, as a result of which the confirmation of receipt of the Order cannot be delivered to him, the Seller is entitled to cancel the Order.

II.3.4. The Seller reserves the right to reject the proposal for the conclusion of the Purchase Agreement sent by the Buyer, who is an entrepreneur in the sense of the provisions of § 420 and 421 of the Civil Code.

II.4. Conclusion of contracts based on orders

II.4.1. Based on the received order, the Seller shall verify its requisites and the availability of the Goods in the given specification and quantity according to the Order. In the event that the Order contains all information on the delivery of the Goods, the Seller shall send a confirmation of the Order also containing information on the expected date of delivery of the Goods to the Buyer.

II.4.2. In the event that the Order contains information insufficient to perform the delivery of the Goods, the Seller shall inform the Buyer of this fact. We accept this information, the Contract is not concluded if the conclusion of the Contract is possible after the healing of the insufficient information specified in the Order.

II.4.3. The Contract is considered concluded at the moment of delivery of the Order acceptance (acceptance) by the Seller to the Buyer, which will be sent by the Seller in electronic form to the Buyer's e-mail address communicated by the Buyer when creating the User Account, and the acceptance of the Order is considered delivered immediately after its sending by To the buyer.

II.5. Conclusion of the Contract on the basis of a specific Offer given by the Seller

II.5.1. In the event that the Seller provides the Buyer with a specific and targeted offer for the delivery of Goods and possibly related Services on the basis of the Inquiry, the Contract is considered concluded by delivery of acceptance of the Offer by the Buyer within the period specified in the Offer to the Seller. the e-mail address of the Seller stated in the Offer or to the address according to Article 1.1.2 letter b) of the Conditions or in paper form to the address of the Seller's registered office specified in Article 1.1.2 letter c) of these Conditions.

II.6. Object of the contract

II.6.1. Based on the concluded Contract, the Seller undertakes to deliver the Goods and possibly related Services to the Buyer according to the Order confirmed by the Seller or according to the Offer accepted by the Buyer for the agreed purchase price (or for the agreed price for provided Services) and the Buyer undertakes to take over the Goods and pay the purchase price pay the price for the provided Services).

II.7. Deviating provisions of the Agreement from the Conditions

II.7.1. The Buyer and the Seller have agreed to exclude the provisions of § 1751 para. 2 of the Civil Code. The Contract will be concluded only if it is governed exclusively by the provisions contained in these Conditions. It is possible to deviate from the contractual arrangements agreed in the Contract and in the Conditions only in the case of written acceptance of different arrangements by the Seller.

II.8. Delivery time

II.8.1. If the Goods specified in the Order are in the Seller's warehouse and if the Seller's operating conditions allow it, then the Goods are usually sent to the Buyer within 5 working days of receipt of the Order by the Seller.

II.9. Costs of concluding the Contract

II.9.1. In the case of concluding the Contract remotely, the Buyer shall bear the costs of using the means of communication for the purpose of concluding the Contract, noting that the amount of these costs may

depend on internet or telephone connection or other means of communication used by the Buyer to communicate with the Seller and conclude the Contract. .

II.10. User account

II.10.1. It is possible to use the previous establishment of a User Account to access the option of ordering Goods or creating Inquiries in the Online Store.

II.10.2. Based on the Buyer's request to open a User Account, which is made by filling in the registration form available in the Online Store and acceptance of such a request by the Seller, a contract is concluded between the Buyer and the Seller, the subject of which is the Buyer's right to use the User Account.

II.10.3. The Buyer may at any time request that the Seller cancel the User Account. If the User Account is canceled, the contract entitling the Buyer to use this account also expires.

II.10.4. User Account data is backed up and may be restored if damaged. However, as part of such recovery, the same state as before data corruption may not be restored.

III.

Delivery and payment conditions

III.1. Date, place and method of delivery of the Goods

III.1.1. The place of delivery of the Goods is the place agreed in the Contract.

III.1.2. If the transport is provided by the Seller, the transport will be provided by courier service or through an external carrier and / or postal service operator, while the costs of transporting the Goods will be paid in accordance with the rules of the Contract and these Conditions. The fact that the Seller is to arrange the transport of the Goods does not mean that it will pay the costs associated with the transport of the Goods.

III.1.3. At the express request of the Buyer specified in the Order, the Seller shall ensure the transport of the Goods to the designated place and its delivery to a third party designated by the Buyer.

III.1.4. Transport costs shall be borne by the Buyer, unless the contracting parties expressly agree otherwise in the Contract. The Buyer shall pay the transport costs, including packaging, according to the Seller's price list, while the transport costs and packaging are always communicated to the Buyer in advance and stated in the Order confirmation or in the Offer.

III.1.5. In the case of sending the Goods by cash on delivery, the Buyer pays the purchase price of the Goods and the transport costs directly to the carrier.

III.1.6. Delivery of the Goods is fulfilled (i) by handing over and taking over the Goods by the Buyer at the Seller's point of delivery or (ii) by taking over the Buyer's authorized carrier against confirmation of the delivery note (if transport is provided by the Buyer) or (iii) handing over the Goods to the first carrier.

III.1.7. The Buyer is obliged to take over the delivery of the Goods properly and in time and to mark the acceptance in the delivery note. The Buyer is obliged to confirm the receipt of the delivery on the delivery note, by the Buyer's signature (and if the Buyer is a legal entity also with the name of the Buyer's authorized employee or a person authorized by him), or the carrier. The name of the signatory, the stamp and the date of delivery of the Goods will always be indicated in block letters or typescript.

III.1.8. The Buyer is obliged to take over a partial delivery of the Goods.

III.1.9. In the event that the Buyer refuses to take over the Goods, the purchase price of which is to be paid upon delivery, or does not take over the Goods for reasons attributable to him, the Buyer shall bear the costs of repeated delivery of the Goods in full.

III.2. Risk of damage to the Goods and acquisition of ownership

III.2.1. The risk of damage and accidental damage to the Goods passes to the Buyer at the time of receipt of the Goods. If the Goods are transported through a carrier, the risk of damage and accidental damage to the Goods passes to the Buyer by handing over the Goods to the Seller to the first carrier for transport to the destination of the Goods, regardless of the moment of transfer of ownership of the Goods.

III.2.2. The Buyer acquires ownership of the Goods only upon full payment of the purchase price, as invoiced in the invoice relating to the Goods.

III.2.3. The Buyer is obliged to handle the Seller's Goods in such a way that it is not damaged by storage or handling. The Buyer is obliged to store or preserve the delivered Goods under the conditions usual for the storage of this type of Goods. For this purpose, the Seller has the right to control the method of storage of the delivered Goods and the Buyer is obliged to allow him to do so. This Article 3.2.3 also applies to the Goods claimed by the Buyer.

III.2.4. In the event of the Buyer's delay in paying the purchase price for the Goods, the Seller is entitled to demand from the Buyer the release of the Goods which are owned by the Seller. The Buyer is obliged to deliver such Goods without undue delay. The Buyer bears all costs associated with the exercise of retention of title by the Seller.

III.3. Documents related to the Goods

III.3.1. Based on his request, the Seller will send the Buyer technical data, attestations and instructions for the purchased Goods, if the documents are available to the Seller.

III.4. Quality of Goods

III.4.1. The Seller undertakes to deliver the Goods to the Buyer in the agreed quantity and in the agreed quality, and if the quality of the Goods is not agreed, then in the quality usual for the purpose for which the Goods are usually intended.

III.4.2. If the Buyer is a consumer, the Seller is responsible for:

- a) The Goods have the properties explicitly stated by the Seller in the description of the Goods in the Online Store and which are stated in the Contract, or confirmation of the Order or Offer, and in the absence of such an agreement, then such properties as the Seller described or which the Buyer expected with regard to the nature of the Goods and the messages given by the Seller or the manufacturer in the advertisement;
- b) the Goods are suitable for the purpose for which they are used by the Seller in the Online Store (usually in the description of the Goods) or for which an item of this kind is usually used;
- c) the Goods are in the appropriate quantity, measure or weight; and
- d) The goods comply with the requirements of legal regulations.

III.4.3. In the case of a Contract concluded with the Buyer - consumer, it is considered that the defect, which will affect the Goods within 6 months from receipt of the Goods, the Goods showed at the time of receipt.

III.5. Delivery of Goods and its control

III.5.1.The Buyer is obliged to inspect the Goods immediately upon receipt of the Goods or consignment with the Goods with due care, which can be expected from him, taking into account whether the Buyer is an entrepreneur or a consumer, especially to check its quantity, integrity of the Goods packaging, absence of obvious defects of the Goods and quality of goods. If the consignment containing the Goods does not correspond to the list of Goods on the delivery note, the Buyer is obliged to mark the contradictory items (quantitative and qualitative differences) on the delivery note in the presence of the driver who delivered the consignment to the Buyer. One copy of the delivery note remains with the Seller, the other with the Buyer.

III.5.2.If the packaging of the Goods does not allow to observe the quantity according to the Contract, the Seller is entitled to deliver the remaining part of the Goods together with the next delivery of other Goods to the Buyer, if possible and unless the parties agree otherwise in this particular case.

III.6.Pallet management

III.6.1.In the case of dispatch of the Goods on pallets, the price of the pallet will be charged to the Buyer together with the purchase price of the Goods.

III.7.Subject to variations in weight, color and dimensions of the Goods

III.7.1.Unless otherwise stated in the technical data of the Goods, the weight or dimensions of the delivered Goods may differ by +/- 5% compared to the values declared in the description of the Goods, if such deviation does not affect the purpose of the Goods. Furthermore, the specific design of the Goods delivered to the Buyer may differ from the Order or Offer, if this does not affect their purpose. The Seller also reserves the right to change the color of the Goods, if the colors do not affect the function of the Goods, without prior notice. The deviations described above do not represent defects of the Goods and no rights from defects pursuant to Article IV can be exercised from them. of these Terms.

III.7.2.The Buyer acknowledges that the photographs of the Goods listed in the Online Store may show deviations set out in relation to the Goods in this Article 3.7 of the Conditions.

III.8.Payment Terms

III.8.1. The purchase price of the Goods is stated in its image in the Online Store in the sense of Article 2.1.3 of the Conditions, with the exception of the specific Goods, for which the purchase price is communicated on the basis of the Buyer's Demand, resp. within the Offer according to Article 2.5.1 of the Conditions.

III.8.2.To pay the purchase price of the Goods, the Buyers may choose the method offered by the Seller within the Online Store, in particular (i) payment by transfer to the Seller's bank account (ii) through the payment gateway.

III.8.3.If the goods are to be paid by transfer to the bank account of the Seller on the basis of a tax document - invoice, then the due date of such tax document - invoice for the Goods, unless otherwise stated on the tax document - invoice, is 14 [words: fourteen]] calendar days from the date of taxable supply.

III.8.4.The Buyer is entitled to return the invoice for the delivered Goods to the address of the Seller's registered office within the due date, unless the invoice contains the requisites stipulated for the tax document by Act No. 235/2004 Coll., On Value Added Tax, as amended. In the case of returning the invoice, the buyer is obliged to state the reasons for returning the invoice in the cover letter, which is attached to the returned invoice. In such a case, the Seller shall issue a new invoice for the delivered Goods, and if the purchase price of the Goods has not yet been paid, then the due date of the corrected invoice runs from the date of issue of the original invoice.

III.8.5.If the purchase price of the Goods is paid non-cash, the Buyer's obligation to pay the purchase price of the Goods (or an advance on the purchase price of the Goods) to the Seller is fulfilled on the day the amount in question is credited to the Seller's bank account specified on the invoice.

III.8.6.In the event of the Buyer's delay in paying the invoice (or advance invoice) for the delivered Goods, a contractual penalty in the amount of 0.05% of the amount due for each day of delay is agreed. This contractual penalty is payable each day of the Buyer's delay in paying the amount due. Payment of the contractual penalty does not affect the Seller's right to compensation for any damage. During the Buyer's delay in paying the purchase price of the Goods, the Seller is entitled to suspend further deliveries of the Goods.

III.8.7. The Buyer is entitled to assign or pledge its receivables from the Seller to a third party or for the benefit of a third party only with the prior written consent of the Seller. The Buyer is entitled to set off any of its receivables against the receivables of the Seller arising from the Contract exclusively on the basis of a previous written agreement with the Seller.

III.9.Reimbursement of costs for non-collection of Goods

III.9.1.In the event that the purchase price of the Goods is to be paid by cash on delivery, and the Buyer does not take over the Goods, which will be delivered to the address according to the Order and does not pick it up from the relevant postal service provider or carrier or during the replacement period. deposited with the postal service provider or carrier, the Buyer is obliged to reimburse the Seller for costs related to handling and sending the Goods, which for each Order of Goods amounts to the amount of freight for the Goods that were the subject of the Order, the amount of such freight may be stated on the tax document - an invoice for billing the purchase price of the Goods and / or on a separate tax document. This amount is payable within 7 [seven: seven] working days from the expiration of the deadline for taking over the shipment containing the Goods ordered by the Buyer or from the date of delivery of the request for payment of this amount to the Buyer, to the bank account of the Seller indicated on the invoice.

IV. Liability for defects and complaints

IV.1. Tour of Goods

IV.1.1. The Buyer is obliged to check the defects of the Goods upon its receipt or acceptance of the consignment with the Goods in accordance with Article 3.5.1.IV.2. Claiming defects by the Buyer - the consumer

IV.2.1. This Article 4.2 and the sub-articles contained therein apply in addition to other articles of these Conditions in the event of a claim for defects of the Goods by the Buyer - consumer in the sense of § 419 of the Civil Code, ie a natural person who acts outside the scope of his business or independent exercise of his profession.

IV.2.2. The Buyer - the consumer is entitled to exercise the right from a defect that occurs in the Goods within 24 (twenty-four) months from its receipt, unless due to the provision of a guarantee for the quality of the Goods within the meaning of Article 4.4 of the Conditions. In the case of providing a guarantee for the quality of the Goods, it is possible to assert claims for defects within 24 (twenty-four months) from the manifestation of the defect, but no later than defects can be asserted until the end of the provided quality guarantee.

IV.2.3. The Buyer's right to exercise rights from defects in the Goods does not apply to:

- a) a) in the case of Goods sold at a lower price, for those defects for which a lower price of such Goods has been agreed;
- b) b) in cases of wear and tear of the Goods caused by their normal use;

- c) c) in cases where the defects were caused by improper use of the Goods, if it led to its damage;
- d) d) in the case of used Goods, for defects corresponding to the degree of use or wear and tear that the Goods already operate upon receipt by the Buyer;
- e) e) for defects caused by non-compliance with the instructions given by the Seller, manufacturer or distributor in the documentation for the Goods;
- f) f) for defects caused by an external event (eg third party intervention or unavoidable event, etc.).

IV.2.4. If the Goods do not have the properties according to Article 3.4 of these Conditions, it has defects. In such a case, the buyer is entitled to assert the following claims:

a) delivery of new Goods without defects, if it is not disproportionate According to the nature of the defect; otherwise (especially if the defect can be removed without undue delay), the Buyer has the right to only one removal of the defect;

b) if the defect concerns only a detachable part of the Goods, the buyer may only request the replacement of this part;

c) in the case of a remediable defect, if the buyer cannot properly perform the goods due to the recurrence of the defect after repair or due to a large number of defects, the seller has the right to deliver new Goods or replace parts; recurrence of a defect for the purposes of this provision means at least a triple occurrence;

d) if the Buyer does not withdraw from the Contract or does not exercise the right to deliver new Goods without defects or to replace a part of the Goods or to repair the Goods free of charge, he may request a reasonable discount. The Buyer is entitled to a reasonable discount even if the Seller cannot deliver new Goods without defects, replace its part or repair the Goods, as well as if the Seller does not arrange a remedy within a reasonable time or if arranging a remedy would cause considerable difficulties for the Buyer.

IV.2.5. The right of defective performance does not belong to the Buyer if the Buyer knew before taking over the Goods that he had a defect, eg he was informed about this by the Seller or this information is also contained in the Order confirmation or if the Buyer caused the defect himself.

IV.2.6. The Buyer is obliged to make a complaint about defects in writing, where in addition to the identification of the Goods, Order and its confirmation (or Offer and its acceptance) and defects, including its description. also photo (s) of defects found.

IV.2.7. The Seller shall notify the Buyer no later than 30 [in words: thirty] calendar days of the opinion on the complaint and the Seller is obliged to draw up a report on the settlement of the complaint in accordance with the provisions of § 2173 of the Civil Code containing at least the following:

- a) the date of the complaint (the date of receipt of the defect);
- b) the reasons for the complaint;
- c) the method of handling the complaint, requested by the consumer;
- d) the result of the inspection of the claimed Goods by the Seller or its contractual partner, or by the manufacturer or distributor of the Goods;
- e) statement of validity and the manner of its execution (repair or replacement goods), or
- f) justification for rejecting the complaint.

IV.2.8. The Seller is obliged to send the complaint report to the Buyer in writing to his address specified in the notification of the claimed defects. The Seller and the Buyer may agree to send a complaint report by e-mail to the Buyer's e-mail address.

IV.2.9. If the Buyer requests the delivery of new Goods without defects in accordance with Article 4.2.4 letter a) of these Conditions, the Seller is obliged to send him new Goods only after receiving the defective Goods from the Buyer, or after the Buyer has proved to him that he has sent the Goods to the Seller.

IV.3. Claiming defects by the Buyer - entrepreneur

IV.3.1. In the case of all defects of the Goods, which have not yet been duly claimed by the Buyer in writing, but are recognized by the Seller as justified, the Seller may remove the defect itself without undue delay by replacement delivery or exchange of defective Goods for faultless, or by delivering the missing quantity or providing a discount on the purchase price of the Goods.

IV.3.2. In the case of defects in the Goods, which were duly and timely claimed by the Buyer and recognized by the Seller as justified, the Buyer may request the elimination of defects, preferably:

- a) delivery of the missing quantity of Goods, only if it is possible within a reasonable time and expedient;
- b) by providing a reasonable discount on the purchase price of the Goods, if the defects do not prevent the normal use of the Goods;
- c) by removing the defect or by replacing the defective Goods with perfect ones (if only a part of the Goods is defective, then the Buyer is entitled to demand only the replacement of such part); or
- d) withdrawal from the Contract regarding defective Goods and return of its purchase price, if none of the previous methods of handling the complaint can be used.

IV.3.3. The chosen method of claim and elimination of the defect must not cause the Seller to incur disproportionate costs.

IV.3.4. Complaints of the Goods must contain at least: name (name), ID number and registered office of the Buyer, number of delivery note and invoice, identification (name) and number of the claimed Goods, detailed description of the detected defect and if it is possible to capture the defect in the photo, then also the photo (s) detected defects.

IV.3.5. Complaints Goods, service requirements, event. technical assistance, the Buyer is obliged to apply to the Seller in writing at the address of the Seller's registered office or in person at the Seller's premises, during the operating hours of such premises.

IV.3.6. Claims for defects can only be made if the conditions of the recommended use or application of the Goods, in accordance with the instructions and technical sheets of the Goods and proper storage of the Goods in accordance with the Contract and generally applied industry standards for storage of the Goods.

IV.3.7. The delivery of a larger quantity of Goods than that resulting from the Contract shall not be considered a quantity defect. In such a case, the Buyer is entitled to reject the excess quantity of the Goods at the latest upon signing the delivery note, otherwise the Contract is considered concluded even in terms of excess quantity, and the Seller is entitled to payment of the purchase price corresponding to a larger quantity of Goods.

IV.3.8. In the event of a replacement delivery or exchange of defective Goods for faultless ones, the Buyer is obliged to return the claimed Goods to the Seller in the condition and quantity in which he received them, if the Goods have not been consumed.

IV.4. Warranty for the quality of the Goods and the warranty period

IV.4.1. The Seller shall provide the Buyer with a guarantee for the quality of the delivered Goods according to valid legal regulations valid in the Czech Republic according to the warranty periods stated in the technical sheets of the Goods, or in the guarantee certificate or in the Offer. Goods.

IV.4.2. The Seller does not provide a guarantee for the quality of the Goods by stating the warranty period or the shelf life of the item (Goods) on the packaging or in advertising.

IV.4.3. The condition for exercising the rights under the quality guarantee is that the Buyer uses the Goods in the prescribed or usual manner, while the Seller does not bear any responsibility for defects and damages caused by other uses and the Buyer is not entitled to performance under the quality guarantee.

IV.4.4. The quality guarantee of the Goods does not apply to its normal wear and tear.

IV.5. Common provisions for claims for defects

IV.5.1. Obvious defects and their complaints

IV.5.1.1. The Buyer is obliged to state (claim) obvious defects of the Goods, which he found or could have found during the delivery of the Goods, especially missing quantities, quality defects, etc., immediately upon receipt in the delivery note belonging to the delivered Goods.

IV.5.1.2. A quantity defect is not a delivery of a smaller quantity of Goods, if this quantity corresponds to the data in the delivery note, in this case it is a partial delivery.

IV.5.2. Hidden defects and their complaints

IV.5.2.1. Hidden defects, ie defects undetectable by professional inspection of the Goods upon receipt, the Buyer is obliged to complain in writing to the Seller, without delay, no later than 3 [three: three] working days from their discovery or from the moment when they could be detected in professional care. , whichever occurs earlier, or from the receipt of a complaint by a third party to whom the Buyer has further delivered the Goods, if such a complaint has been delivered to the Buyer within the deadlines specified above.

IV.5.3. In the event that the Buyer does not detect and complain about defects within the deadlines set by these Conditions, he loses the right to grant rights from defective performance in the sense of the provisions of § 2112 of the Civil Code.

IV.6. Claims for liability for defects of the Goods

IV.6.1. Any amount of compensation for damage caused by a defect in the Goods is limited, if such limitation is permitted by applicable law, to the purchase price (excluding VAT) of the defective Goods in question, for which the Seller delivered the Goods to the Buyer. Notwithstanding the above, however, if the amount of the purchase price of the defective Goods in question exceeds the amount of CZK 100,000 without VAT [in words: one hundred thousand Czech crowns without value added tax], then the amount of damage is limited to this amount. The Seller is not obliged to compensate the damage consisting in the lost profit of the Buyer, or contractual penalties or damages claimed by a third party against the Buyer.

IV.6.2. The seller is not liable for any damage caused by an extraordinary unpredictable and insurmountable obstacle created independently of his will (hereinafter also "force majeure"), and such cases are considered in particular (not exclusively) obstacles caused by war, emergency, emergencies, disease pandemics (eg coronavirus), lack or defects of means of transport, failure of machinery and

equipment, unavailability of resources (personnel, material, energy, etc.), fires, floods, storms or other natural events and disasters, strikes, disputes with employees and trade unions, orders, regulations and legal acts of any state or its government, or any other events in the outside world that the Seller is unable to influence, resp. they are not under his control. The seller is not obliged to secure resources (personnel, material, energy, etc.) in an alternative way. In the event that the event representing force majeure lasts longer than 6 months, the Seller is entitled to cancel the Contract without any sanctions or obligation to compensate any damage to the Buyer or any third party.

V. Rights and obligations of the Contracting parties

V.1. Rights and obligations of the Buyer

V.1.1. In addition to the rights and obligations set out separately in the Contract and elsewhere in these Conditions, the Buyer also has the rights and obligations set out in this Article 5.1 of the Conditions.

V.1.2. The Buyer is obliged to pay its due obligations to the Seller during the due date. Unless otherwise stated on the tax document - invoice, the due date of any monetary liabilities is similar to Article 3.8.3 of the Conditions 14 [words: fourteen] calendar days from the date of taxable performance and if there is no such day, then 14 [words: fourteen] calendar days from the date of issue of the tax document.

V.1.3. The Buyer is obliged to ensure proper storage and transport of the Goods according to the instructions of the Seller, in a manner guaranteeing the preservation of the quality of the Goods so as to ensure damage to the Goods due to improper storage or transport.

V.1.4. The Buyer is obliged to acquaint all persons executing Orders on behalf of the Buyer with the agreed method of executing Orders or acceptance of Offers and the rules of delivery of Goods, especially with the conditions relating to ordering Goods and their complaints.

V.1.5. The Buyer - the entrepreneur is obliged to pay the Seller due receivables in full regardless of any claims made by the Buyer against the Seller, including the right to a discount on the purchase price of the Goods, set-off and any other reasons that could reduce the amount of the Buyer's due receivable from the Seller.

V.1.6. The Buyer is obliged to protect the designations, trademarks and names of individual Goods. The Buyer will not use these trademarks, names or business name of the Seller in connection with any other business activities performed by the Buyer.

V.1.7.. No rights or obligations of the Buyer arising from the Contract or these Conditions may be transferred or assigned without the prior written consent of the Seller to a third party.

V.2. Rights and obligations of the Seller

V.2.1. The Seller is obliged to notify without undue delay by e-mail and / or telephone inform the Buyer that the ordered Goods will not be able to deliver to the Buyer for any reason.

V.2.2. The Seller is obliged to inform the Buyer of any changes significant for the implementation of the Contract.

V.2.3. The Seller is entitled, at its discretion, to verify compliance with the Buyer's obligations set out in the Contract and these Conditions.

VI. Withdrawal from the Contract

VI.1. Withdrawal from the Contract by the Buyer - the consumer

VI.1.1. This Article 6.1 of the Conditions and all sub-articles contained therein apply exclusively to Buyers who are consumers within the meaning of § 419 of the Civil Code, ie natural persons who act outside the scope of their business activities or outside the independent performance of their profession. .

VI.1.2. The Buyer has the right to withdraw from the Contract without giving reasons and without any sanction (if any of the exceptions under Article 6.1.4 do not apply) within 14 [words: fourteen] calendar days:

a) from the date of receipt of the Goods by the Buyer or a third party designated by him (other than the carrier); or

b) from the acceptance of the last delivery of the Goods by the Buyer or a person designated by him (different from the carrier) in the event that the subject of the Contract is several types of Goods which were ordered within one Order; or

c) from the acceptance of the last item or part of the delivery of the Goods by the Buyer or a person designated by him (other than the carrier) in the event that the subject of the Contract is the Goods which are delivered to the Buyer by items or parts.

VI.1.3. In order to comply with the deadline for withdrawal from the Contract, it is sufficient to demonstrably send the withdrawal to the Seller before the expiration of the relevant 14-day period. The recommended method of withdrawal from the Contract pursuant to this Article 6.1 of the Conditions is a written withdrawal sent by registered mail to the delivery address specified in Article 1.1.2. c) of these Conditions or by e-mail to the electronic address of the Seller specified in Article 1.1.2 letter b) of these Conditions. Another possible way of withdrawal from the Contract is withdrawal made in person at the address of the Seller's registered office. As part of the withdrawal from the Contract, the Buyer is obliged to provide his name and surname, Order number, identification of the Order confirmation, date of sending the Order and receipt of the Order confirmation and identification of the Goods in respect of which he withdraws from the Contract. The Buyer may use the form for withdrawal from the Contract, which is an appendix to these Conditions, for withdrawal from the Contract pursuant to this Article 6.1 of the Conditions.

VI.1.4. However, notwithstanding the above, the Buyer is in some cases not entitled to withdraw from the Contract, and in addition to other reasons stipulated by applicable law, the Buyer is not entitled to withdraw for the following reasons:

a) if the subject of the purchase was the Goods modified according to the wishes of the Buyer or for his person, as well as the Goods subject to rapid destruction;

- b) in the case of delivery of a computer program on a tangible medium, if the Buyer violated its original packaging before withdrawal;
- c) in the case of the delivery of digital content (computer program), if it was not delivered on a tangible medium and was delivered with the prior express consent of the Buyer before the expiry of the period for withdrawal from the Contract;
- d) if the Goods have been modified or prepared according to the Buyer's requirements, ie, inter alia, if the Goods have been delivered on the basis of the Offer;
- e) in other cases specified in the provisions of Section 1837 of the Civil Code.

VI.1.5. In the event of withdrawal from the Contract, the Buyer is obliged to return the Goods with all accessories and complete documents (proof of purchase, instructions, warranty card) to the address of the Seller's registered office, no later than 14 [words: fourteen] calendar days from the date of withdrawal from the Contract, and without any further request from the Seller. The goods cannot be returned by cash on delivery, such shipments are not collected by the Seller and the Seller is not responsible for their loss, destruction or damage. The cost of returning the Goods to the Seller shall be borne by the Buyer.

VI.1.6. In connection with the withdrawal from the Contract, the Buyer is not liable for the reduction of the value of the Goods as a result of handling the Goods in a manner necessary to become acquainted with the nature and properties of the Goods, including its functionality. However, in the event that the Goods are damaged, worn (other than necessary to become familiar with the Goods) or partially consumed before returning the Goods to the Seller, the Buyer shall be liable to the Seller for the damage caused thereby, up to the purchase price of the Goods. In such a case, the Seller is entitled to set off its claim for damages against the Buyer's right to a refund of the purchase price of the Goods. Damage to the Goods is not considered to be damage to the original packaging caused by their unpacking.

VI.1.7. If the Buyer rightfully withdraws from the Contract, the Seller is obliged to return the Purchase Price to the Buyer no later than 14 [words: fourteen] calendar days from the date of delivery of such withdrawal, including already paid transport costs of the Goods to which the withdrawal relates, except in cases where the Buyer has chosen a more expensive method of delivery of the Goods than the cheapest method of transport offered by the Seller, then in terms of transport costs, the Seller shall return to the Buyer only the amount corresponding to the cheapest method of delivery of the Goods. The Seller is entitled to require the Buyer to prove to him that he has already sent the Goods back to him according to Article 6.1.5 of these Conditions, and not to return the purchase price to the Buyer until this fact is proven, or not to return it until the Goods are received. The Seller returns the purchase price to the Buyer by non-cash transfer to the bank account from which the Buyer made the payment, or which the Buyer notifies him in the withdrawal, or by invoice sent to the Buyer's address specified in the Order, if the Buyer expressly so requests.

VI.1.8. In the event that the Buyer withdraws from the Contract in violation of Article 6.1.2 of these Conditions (invalid withdrawal), or if he unjustifiably sends the Goods back to the Seller without a valid withdrawal from the Contract, the Seller shall notify him that he has not acknowledged the validity of the withdrawal, and will send the Goods back at the Buyer's expense.

VI.1.9. If, together with the Goods, the Seller has provided the Buyer with a gift, resp. bonus item in a certain value, the gift contract between the Seller and the Buyer, or the purchase contract for this bonus item, is concluded with an untying condition, according to which if the Buyer withdraws from the Contract under this Article 6.1 of the Conditions, the contract regarding such gift / bonus subject of effectiveness and the Buyer is obliged to return the provided gift / bonus item to the Seller together with the Goods.

VI.2. Withdrawal from the Contract by the Buyer - entrepreneur

VI.2.1. This Article 6.2 of the Conditions and the sub-articles contained therein apply exclusively to the Buyer who, when concluding the Contract, acts within the scope of their business activities or in connection with their own business, production or other similar activities pursuant to § 420 of the Civil Code.

VI.2.2. The Buyer - the entrepreneur is entitled to withdraw from the Contract for its material breach by the Seller, especially if the Seller is in delay with delivery of the Goods longer than 30 [words: thirty] calendar days from the final delivery date set by the Seller (this date is not considered an indicative delivery date Goods referred to in Articles 2.4.1 and 2.8 of these Conditions).

VI.2.3. Also cases where the Buyer is in arrears with the payment of the advance invoice or the delivery of the Goods is stopped due to a reason on the part of the Buyer are not considered as a delay by the Seller.

VI.2.4. The Buyer - Entrepreneur is not entitled, unlike the Buyer - Consumer, to withdraw from the Contract in the cases specified in Article 6.1 of these Conditions.

VII.

Activation of Goods and license agreements

VII.1. Activation of Goods

VII.1.1. Some Goods contain computer firmware / software required for the following functionality of the Goods (hereinafter also referred to as "Firmware").

VII.1.2. Firmware activation is required for some firmware (hereinafter referred to as "Activation") procedure with a separate buyer within the delivery of the Goods. Part of this separate procedure activation data can also be used to perform Activation (hereinafter also referred to as "Activation Data").

The Buyer acknowledges that the Activation Data may be misused and is obliged to keep these data in secret.

VII.1.3. In some cases, it may be necessary to install Firmware Activation on relevant devices (hereinafter also referred to as "Installation"). The Buyer is obliged to perform the Installation according to instructions of the Seller.

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VII.1.4. In the event that the Activation or Installation is not performed or is not performed according to instructions of the Seller, the Seller does not bear functional responsibility for the malfunction of the Goods or they cause damage that would be caused in connection with the Goods or its malfunctions.

VII.2. Firmware licenses and authorizations to use firmware

VII.2.1. Firmware License

VII.2.1.1. The Seller grants the Buyer a license, ie the right to exercise the right to make the Firmware (hereinafter

also referred to as the "Firmware License"), subject to the following conditions:

(a) the license is negotiated as a non-exclusive license;

b) license of a time scope: for the period of existence of the Goods, one license is conditional on the proper payment of the purchase price of the Goods and compliance with the terms of the license;

(c) territorial license: unlimited;

(d) quantitative scope of the license: the license shall be established in one specific form only equipment (Goods), which is delivered to the Buyer on the basis of the Contract.

VII.2.1.2. The Buyer is not entitled without the prior written consent of the Seller:

a) grant a sub-license to third parties, ie prepare the right of third parties to form a part

License to the Firmware, in whole or in part, not even to the person who forms the group with it meaning of the provisions of § 79 of Act No. 90/2012 Coll., On Business Companies and Cooperatives (hereinafter only "ZOK");

b) assign the Firmware License to third parties, not even the person who forms a group with it in the sense of the provisions of § 79 ZOK.

VII.2.1.3. The fee for the provision of a Firmware License is included in the purchase price of the Goods.

VII.2.1.4. The Firmware License may include the right to perform Firmware updates (hereinafter

also referred to as "Update"). If the Update is part of the Firmware License, it is

the fact stated in the confirmation of the Order, the Offer, or otherwise communicated to the Buyer.

VII.2.2. Copyright protection

VII.2.2.1. The Seller shall not hand over to the Buyer any copies of the Firmware except a copy which is part of the Goods themselves.

VII.2.2.2. The Buyer is not entitled to the Firmware source codes.

VII.2.2.3. The Buyer is not entitled to make the Firmware available to a third party without the express consent of the Seller

to a person other than a person who will use the Goods of which the Firmware is a part in accordance for the purpose for which the Goods are intended.

VII.2.2.4. The Buyer is not entitled to decompile the Firmware or individual computer

programs contained in the Firmware, or any other processing, translation, reproduction

or modify the Firmware or perform disassemblation or otherwise dispose of the Firmware

with the exception of using the Firmware in connection with the Goods for the purpose for which the Goods are intended.

VII.2.2.5. In case of unauthorized interference with the copyrights of the Seller, the time scope of the License

k The Firmware ends no later than the day on which the Firmware was tampered with and /

or unauthorized infringement of the rights of the Seller.

VIII.

Protection of personal data, sending business messages

VIII.1. The Buyer - Entrepreneur declares that he is entitled to use when filling out the Order or when acceptance of the Offer contact details of its employees (or other natural persons in the Order or in the acceptance of the Offer stated) as well as to communicate these data to the Seller

in connection with the Treaty.

VIII.2. The seller processes and uses the identification and contact data of natural persons provided to him by the Buyer exclusively for the purpose of delivery of the Goods, communication with the Buyer and

maintaining the list of customers of the Seller. This data is not made available or provided to third parties, except where necessary to fulfill a legal obligation

Seller.

VIII.3. The scope of processed personal data and details of their processing are described in a separate document marked "INSTRUCTIONS ON PERSONAL PROCESSING DATA OF DATA SUBJECTS IN THE FRAMEWORK OF DELIVERIES OF GOODS ", which is given to the available together with these Terms and is also available on the Website

Seller.

VIII.4. The Seller is entitled to use the e-mail addresses provided by the Buyer even after the provision performance under the Contract for the purpose of sending information on offers of Goods and current sales

actions of the Seller and the Buyer agree to the sending of these messages, including their sending in paper form to the address of the registered office or contact address of the Buyer, where the Buyer is

authorized at any time to further send this information to his e-mail or postal address

reject in the form of an e-mail sent to the e-mail address of the Seller or in the form

a letter sent to the address of the Seller's registered office.

IX.

Other arrangements

IX.1. Possibilities of archiving business conditions

IX.1.1. These Terms and Conditions are available on the Online Store website at:

www.spvgssystem.cz

IX.1.2. The conditions are communicated to the Buyer in accordance with the procedure at the conclusion of the Contract, before dispatch

Orders within the meaning of Article 2.2.2 of these Conditions and the Buyer may print them or

save using Internet browser features.

IX.1.3. The concluded Contracts are archived by the Seller in electronic form and are not accessible.

IX.1.4. The Buyer has information about the Orders made by him in the form of e-mail messages sent to the Buyer's e-mail address. Part of the confirmation of receipt of the Order (acceptance) sent to the Buyer, these Terms and Conditions are also sent in writing electronic form.

IX.2. Storing cookies

IX.2.1. By using the Internet shop, the buyer agrees to the storage of so-called cookies on his computer.

IX.2.2. The buyer may revoke the consent under the previous paragraph at any time, but as a result revocation and non-use of cookies may cause internet problems with trade.

X.

Final Provisions

X.1. By sending the Order or accepting the Offer, the Buyer confirms that he has read the Contract including the Terms and agrees with their content. Furthermore, the Buyer declares that no provisions of the Terms were considered surprising, the content of these Terms is understood and accepted.

X.2. The Agreement, including these Terms, as well as the rights and obligations between the parties based on the Agreement shall be governed exclusively by the legal order of the Czech Republic, in particular

Act No. 89/2012 Coll., the Civil Code and related regulations, all in force

wording to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

X.3. The courts or other bodies designated by law have exclusive jurisdiction to decide disputes regulations, in the Czech Republic.

X.4. If the Buyer is an entrepreneur in the sense of the provisions of § 420 of the Civil Code, then the contracting parties as entrepreneurs in accordance with the provisions of § 1801 of the Civil Code have agreed that

the provisions of § 1799 and § 1800 of the Civil Code do not apply to their contractual relations based on the Contract

of the Code.

X.5. In the event that any provision of the Agreement or these Terms exists or happens to be invalid or ineffective, does not affect the validity and effectiveness of the other provisions of the Treaty; and of these Terms.

X.6. These Conditions were issued on 27.1.2021 and take effect on 31.1.2021

SPVG Systems s.r.o.