Archived version. Effective from 1 January 2024 to 6 October 2026; applies to agreements concluded in that period. From 7 October 2026, GTC version 2026/1 apply. The text is reproduced without changes.

General Terms and Conditions of Compteq.io s.r.o.

Effective as of: 01-2024

1. Basic Provisions

1.1. These General Terms and Conditions of Compteq.io s.r.o. (hereinafter referred to as the "General Terms and Conditions") govern the relationships concerning the supply of products and services by Compteq.io s.r.o., with its registered office at Teslova 1120/1, 301 00 Plzeň, Company ID: 25241494, registered in the Commercial Register maintained by the Regional Court in Plzeň, file no. C 12038 (hereinafter referred to as the "Supplier"), to legal entities and natural persons – entrepreneurs as customers (hereinafter referred to as the "Customer"). The Supplier and the Customer are hereinafter jointly referred to as the "Contracting Parties" or individually as a "Contracting Party".

1.2. These General Terms and Conditions apply to the rights, obligations, and legal relationships between the Supplier and the Customer:

1.2.1. in connection with the conclusion and performance of a one-time purchase agreement (hereinafter referred to as the "Agreement"); or

1.2.2. in connection with the performance of a concluded framework purchase agreement (hereinafter referred to as the "Framework Agreement"), under which separate individual agreements (hereinafter referred to as the "Individual Agreement") may be concluded.

1.3. The Customer acknowledges that if no Framework Agreement has been concluded with the Supplier, the Customer shall be bound by these General Terms and Conditions from the moment the Order is submitted to the Supplier in response to a received Price Offer. If no Price Offer has been provided, the Customer shall be bound by the General Terms and Conditions from the moment they become aware of them, either through the Supplier's website, upon receiving them together with the Confirmation, or through other communication with the Supplier—whichever occurs first.

1.4. The conclusion of Agreements and Individual Agreements based on the Framework Agreement is governed by Article 2 of these General Terms and Conditions.

1.5. The subject of Agreements and Individual Agreements concluded under the Framework Agreement is the delivery of products and/or services (hereinafter referred to as the "Products/Services") and the Customer's obligation to pay the Supplier the agreed price for the duly and timely delivered Products and/or Services.

1.6. These General Terms and Conditions include the following:

1.6.1. Process of concluding Agreements and Individual Agreements

1.6.2. Pricing of Products/Services

1.6.3. Payment terms

1.6.4. Delivery terms

1.6.5. Rights arising from defective performance and quality guarantee

1.6.6. Claims conditions

1.6.7. Intellectual property rights

1.6.8. Liability for damages

1.6.9. Force majeure provisions

1.6.10. Termination of Agreements and the Framework Agreement

1.6.11. Personal data protection

1.6.12. Final provisions

2. Conclusion of Agreements and Individual Agreements

2.1. Before submitting an order for Products/Services (hereinafter referred to as the "Order") and concluding an Agreement or Individual Agreement, the Customer is entitled to request a binding price offer for the delivery of Products/Services (hereinafter referred to as the "Price Offer") from the Supplier in order to clarify the price and specifications. The prices of the Products/Services shall remain valid for 30 calendar days from the moment the Price Offer is delivered to the Customer, unless stated otherwise in the Price Offer. If the Customer submits an Order for the specified Products/Services listed in the respective Price Offer within the aforementioned period, the Supplier shall be obliged, when issuing the order confirmation (hereinafter referred to as the "Confirmation"), to base it on the prices set out in that Price Offer. Otherwise, the Price Offer shall expire. For the avoidance of doubt, the Contracting Parties agree that the Supplier is not obliged to deliver the Products/Services specified in the Price Offer solely on the basis of the Price Offer itself.

2.2. The Customer shall send the Order in written form (by post or email). Oral or telephone Orders shall only be acceptable in exceptional cases upon prior agreement between the Contracting Parties.

2.3. Based on the received Order, the Supplier shall send the Customer the Confirmation

2.4. If the Confirmation does not contain any deviations from the Price Offer or the Order, the Agreement or Individual Agreement is concluded at the moment the Confirmation is delivered to the Customer.

2.5. If the Confirmation contains only non-material deviations from the Price Offer or the Order, the Customer is entitled to reject such Confirmation, provided the rejection is made no later than 5 business days from the date of delivery of the Confirmation. If the Customer rejects the Confirmation in accordance with the preceding sentence, the Agreement or Individual Agreement is not concluded. Otherwise, the Agreement or Individual Agreement is deemed concluded either upon expiry of the rejection period without action or upon the Customer's written confirmation of the Confirmation with non-material deviations—whichever occurs first. For the purposes of these General Terms and Conditions, a non-material deviation shall mean any deviation in the quantity or price of Products/Services not exceeding 5% of the price specified in the Price Offer or Order, or of the quantity specified in the Order, or any deviation from the expected delivery date as stated in the Product/Service Overview and price list by less than 30 days (hereinafter referred to as a "Non-Material Deviation").

2.6. If the Confirmation contains deviations that cannot be considered Non-Material Deviations, the Agreement or Individual Agreement is concluded at the moment the Customer and the Supplier mutually confirm the terms of the Agreement or Individual Agreement in writing.

2.7. If the Agreement is concluded in accordance with paragraph 2.4 of these General Terms and Conditions, the Supplier shall send the Customer a pro forma invoice together with the Confirmation. In the case of the procedures described in paragraphs 2.5 or 2.6, the Supplier shall send the Customer a pro forma invoice without undue delay after the Agreement has been concluded.

2.8. The Agreement is concluded with a termination condition pursuant to Section 548(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"). If the pro forma invoice issued in accordance with paragraph 2.7 of these General Terms and Conditions is not paid by the Customer within 3 months from the date of issue, the Agreement shall be deemed terminated. If the Customer still requires the Product/Service, a new Order must be submitted to the Supplier pursuant to paragraph 2.2 of these General Terms and Conditions. This provision does not apply in the case of custom development and production of special equipment.

2.9. Paragraphs 2.1 to 2.6 of these General Terms and Conditions do not apply to the conclusion of the Framework Agreement.

2.10. The provisions stated in the Agreement and the Framework Agreement shall take precedence over these General Terms and Conditions.

3. Price of Products/Services

3.1. The Product/Service Overview and price list published on the Supplier's website are for informational purposes only. The Supplier reserves the right to unilaterally modify the Product/Service Overview and price list. Such changes shall not affect Agreements and Individual Agreements already concluded.

3.2. The binding price of the Products/Services shall be stated in the Confirmation issued pursuant to paragraphs 2.3 to 2.6 of these General Terms and Conditions.

3.3. Unless otherwise stated, the prices in the Product/Service Overview, price list, or Price Offer do not include value-added tax (hereinafter referred to as "VAT") or transportation costs.

3.4. In the event of the Customer's delay in payment of any part of the price for the Products/Services, the Customer shall be obliged to pay the Supplier a contractual penalty in the amount of 0.05% of the outstanding amount for each calendar day of delay. The right to claim full compensation for damages shall not be affected by the application of the contractual penalty.

4. Payment Terms

4.1. The Supplier is entitled to require a deposit, cash payment, or payment in advance. A deposit or advance payment will typically be required for the Customer's first delivery (i.e. the first Agreement concluded under these General Terms and Conditions).

4.2. Payment after delivery of the Products/Services on the basis of an invoice is only possible if a Framework Agreement has been concluded between the Contracting Parties. The invoice due date is 15 days, unless stated otherwise on the invoice.

4.3. For payments from abroad or in a currency other than CZK, the "OUR" payment instruction shall be used. This means the payer shall bear the fees of the sending bank, while the recipient shall bear the fees of intermediary and receiving banks.

4.4. The invoice is deemed paid on the day the full amount is credited to the Supplier's bank account.

4.5. A purchased Product may be returned to the Supplier upon mutual agreement. If the Product is returned or exchanged within 3 months of delivery, a cancellation fee of 10% of the Product price excluding VAT may be charged. If returned or exchanged after 3 months from delivery, a 20% cancellation fee may apply. The maximum return period is 6 months from the delivery date. Only unused Products may be returned. This provision does not apply in the case of custom development and production of special equipment.

5. Delivery Terms for Products

5.1. Product deliveries are governed by FCA Incoterms 2020.

5.2. The delivery date is specified in the Confirmation pursuant to paragraphs 2.3 to 2.6 of these General Terms and Conditions.

5.3. The Supplier reserves the right to unilaterally modify the confirmed delivery date. The Supplier shall inform the Customer of such changes without undue delay. A change in the delivery date is not considered a breach of the Agreement or Individual Agreement.

5.4. The place of performance is the Distribution and Service Location. The Customer shall state the desired method of transport and destination address in the Order. If not stated, the Product will be shipped to the billing address by a courier service (which operates only on business days).

5.5. Delivery time depends on the type and quantity of the Product ordered. The binding delivery date is specified for each item in the Confirmation.

5.6. Ownership of the Product transfers to the Customer upon full payment of the purchase price. The risk of damage to the Product passes to the Customer upon collection by the carrier or upon personal collection.

5.7. The confirmed delivery date shall mean the date of handover to the first carrier or the date of personal collection at the Supplier's Distribution and Service Location at: Compteq.io s.r.o., Teslova 1120/1, 301 00 Plzeň (hereinafter referred to as the "Distribution and Service Location").

5.8. Unless otherwise provided in the delivery, all technical documentation is available on the Supplier's website or upon request.

6. Rights Arising from Defective Performance and Quality Guarantee for Products

6.1. The Supplier is liable for ensuring that, on the day of handover, the Product is free from any factual or legal defects and is provided in accordance with the Agreement or Individual Agreement—meaning in the agreed quality, scope, and timeframe between the Contracting Parties.

6.2. The Supplier also provides the Customer with a warranty that each part of the Product manufactured by the Supplier will meet the specifications stated in the Agreement, Individual Agreement, or technical documentation, and will be fit for the intended purpose as defined in the Agreement or Individual Agreement, for a period of 36 months.

6.3. An extended warranty period of up to 60 months may be agreed individually pursuant to paragraph 6.2 of these General Terms and Conditions, provided such a request is stated by the Customer in the Order. In such a case, the sales price of the Product shall increase by 5% compared to the indicative price listed in the Product Overview and price list, or in the Price Offer. An individually extended warranty can only be agreed for Products manufactured by the Supplier.

6.4. For Products or parts of Products supplied by other manufacturers, the warranty terms and periods provided by such manufacturers shall apply. The Customer is entitled to request warranty certificates for such parts from the Supplier, who shall deliver them to the Customer without undue delay upon request.

6.5. The warranty period begins on the day of delivery of the Product.

6.6. The warranty does not cover defects caused by fire, water, static electricity, lightning, mechanical damage, or power fluctuations beyond acceptable limits (especially overvoltage). It also does not cover defects caused by improper installation or assembly work not performed by the Supplier, use of the Product contrary to technical documentation, unauthorized repairs, or other improper interventions. Furthermore, the warranty does not apply to defects resulting from operation in conditions not corresponding to technical specifications, or to normal wear and tear.

6.7. The warranty pursuant to paragraphs 6.2 or 6.3 of these General Terms and Conditions shall be void if the Customer, without prior written consent of the Supplier, modifies or repairs any part of the Product either personally or through a third party not authorized by the Supplier. The warranty shall also be void if the Customer is in default of payment of the Product price or any part thereof.

6.8. No new warranty period shall apply to new parts of the Product that are replaced due to defective performance. The warranty period shall not be extended by the duration during which the Customer could not use the Product due to repairs.

7. Product Claims Policy

7.1. The Customer shall submit claims regarding Product defects in writing at the Distribution and Service Location.

7.2. The Supplier shall confirm receipt of the claim to the Customer in writing.

7.3. The Customer must report any Product defects without undue delay after becoming aware of them, and no later than 10 days from the moment the defect was discovered. Any obvious defects identifiable upon receipt must be reported at the time of acceptance. The Customer must describe the defect and specify how it manifests.

7.4. The Supplier shall remedy the defect either by repair at the Distribution and Service Location, by replacement with a non-defective Product, or during a service intervention. If the Customer does not specify the preferred method of remedy, the Supplier may choose the appropriate method based on the nature of the defect.

7.5. The warranty will only be recognized if the Customer presents a delivery note confirming the warranty. If the delivery note is not presented, the Supplier may, at its discretion, determine warranty validity based on its internal records.

7.6. If, during the warranty repair, it is determined that the claim is unjustified, the Customer shall be charged for all costs incurred in connection with the attempted repair.

7.7. Warranty service is provided exclusively at the Supplier's Distribution and Service Location. Claims are accepted only on business days between 8:00 AM and 4:00 PM.

7.8. If it is necessary to carry out the repair at the installation site of the Product, the service will be provided only on business days from 8:00 AM to 4:00 PM. In such cases, the Customer shall cover travel and other reasonably incurred expenses, even if the claim is ultimately deemed justified.

7.9. If the defect is not covered by the warranty or does not constitute defective performance by the Supplier, the Supplier may offer a paid post-warranty repair. The conditions of such service will be agreed upon individually.

7.10. If the Customer's end client submits a claim regarding the Product, the Customer agrees to handle the claim properly and in accordance with applicable laws. If it is not technically feasible for the Customer to resolve the claim with the end client—or if the end client submits the claim directly to the Supplier—the Customer agrees to provide all necessary cooperation to the end client and the Supplier (including supplying the warranty or delivery note). Nothing in this clause relieves the Customer of the obligation to handle end client claims or implies any liability of the Supplier toward the Customer's end clients.

8. Intellectual Property Rights

8.1. If the Product/Service includes a work protected by copyright under Act No. 121/2000 Coll., the Copyright Act (hereinafter referred to as the "Copyright Act"), or a work fulfilling the criteria of a copyrighted work (hereinafter referred to as the "Copyrighted Work"), a license or sublicense (hereinafter referred to as the "License") is granted by the Supplier to the Customer for such part of the Product under the terms of this Article 8.

8.2. The License granted by the Supplier to the Customer pursuant to paragraph 8.1 is non-exclusive, with no territorial or quantity limitations.

8.3. The Customer may use the Copyrighted Work only in its original form, without the right to make modifications; in all forms of usage; and only for the purpose stipulated in the Agreement or Individual Agreement.

8.4. The Customer is entitled to grant a sublicense to the Copyrighted Work to their end client.

8.5. The License becomes effective on the date of delivery of the Product/Service containing the Copyrighted Work and is valid for the duration of the proprietary rights to the Copyrighted Work.

8.6. The remuneration for the License is included in the Product/Service price.

8.7. Use of the Product/Service containing a Copyrighted Work may also be subject to third-party license terms. The Customer is obliged to review and comply with such terms.

9. Additional Provisions for Products

9.1. The Customer agrees to purchase Products for deployment or resale and to follow all Product-related instructions in a manner that does not damage the Supplier's business interests or reputation.

9.2. The Customer must comply with legal regulations regarding the supply of military or related equipment, or Products linked to such materials subject to these regulations, as well as with all internal rules and requirements of the Supplier's subcontractors as communicated or highlighted by the Supplier.

10. Liability for Damages

10.1. The Supplier is not liable for any damage to the Customer's systems, or damage or loss of data belonging to the Customer or third parties, related to the delivered Product/Service, provided the Product/Service was delivered properly and with due professional care.

10.2. The Supplier is not liable for damage caused by factually incorrect or otherwise erroneous input provided by the Customer. If the Customer supplied such input and the Supplier, exercising due care, could and should have identified the error, this clause applies only if the Supplier notified the Customer of the error in writing and the Customer insisted on the original input. Similarly, if the Supplier explicitly requests the Customer's approval to proceed with the Product/Service under specified conditions after highlighting associated risks, and the Customer grants such approval, liability is waived.

10.3. The Contracting Parties agree to limit the amount of compensation for damages incurred by the Customer. The Supplier is not liable for lost profits or other indirect or consequential damages. If the Customer becomes entitled to compensation due to breach of contract or otherwise, the total amount of such compensation and/or contractual penalties payable by the Supplier to the Customer shall not exceed:

10.4. CZK 5,000,000 (five million Czech crowns), or

10.5. the total price of the Products under the relevant Agreement(s), whichever is lower.

10.6. The liability limitation in paragraph 10.3 does not apply to damages caused intentionally or by gross negligence, or to harm caused to a person's natural rights; such damages shall be compensated in full. Except as stated in the preceding sentence, the limitation applies to all damages and takes precedence over any other provisions of these General Terms and Conditions.

11. Force Majeure

11.1. The Contracting Parties shall not be liable for delay in performance or damages caused to the other Party due to force majeure. For the purposes of these General Terms and Conditions, force majeure refers to obstacles arising independently of the obligated Party's will that prevent the fulfillment of contractual obligations, which could not reasonably have been avoided, overcome, or foreseen at the time the contractual obligations arose.

11.2. The Contracting Parties agree to notify each other without undue delay of any obstacle that excludes liability and hinders the proper fulfillment of the Agreement, Framework Agreement, or Individual Agreement. Both Parties shall exert maximum effort to avert or overcome obstacles caused by force majeure.

11.3. Liability is not excluded if the obstacle arose after the obligated Party was already in default or if the obstacle is due to the Party's economic situation.

11.4. The effects excluding liability apply only for the duration of the obstacle. The Party affected must provide objective evidence of the duration of such obstacle.

12. Termination of the Agreement

12.1. Unless stipulated otherwise, the Agreement or the Framework Agreement (unless stated otherwise in the Framework Agreement) shall be terminated:

12.1.1. by proper fulfillment of the obligations contained therein,

12.1.2. by a written agreement between the Supplier and the Customer,

12.1.3. by withdrawal from the Agreement in the event of a material breach of the Agreement or Framework Agreement,

12.1.4. by other means provided for in applicable legislation, especially the Civil Code.

12.2. For the purposes of these General Terms and Conditions, a material breach of the Agreement or the Framework Agreement shall be deemed to occur if the Customer is in default with the payment of any part of the Product price for more than 30 days.

13. Personal Data Protection

13.1. The Supplier may process personal data of individuals representing the Customer (in particular, identification and contact data and data related to performance of the Agreement, Framework Agreement, or Individual Agreement) for the purposes of contract conclusion and fulfillment, protection of legal claims, internal administration, record-keeping and statistics, and compliance with legal obligations. The Customer has the right to access personal data, the right to rectification, erasure, restriction of processing, data portability, the right to object, the right not to be subject to automated individual decision-making including profiling, and the right to lodge a complaint with a supervisory authority. More information is available on the website of Compteq.io s.r.o.

14. Confidential Information Protection

14.1. Unless stated otherwise, the Customer shall keep all confidential information received from the Supplier secret, using the standard measures customary for protecting such information. This obligation shall remain in effect for 10 years following the termination of the Agreement or Framework Agreement. The Customer must ensure that employees, agents, and cooperating third parties to whom such information is disclosed are bound by confidentiality obligations of the same scope as specified in these General Terms and Conditions.

14.2. Without the prior express consent of the Supplier, the Customer is not authorized to publish the Individual Agreement or the Framework Agreement (except in cases permitted by the Framework Agreement) in the Contract Register under the Act on the Register of Contracts or by any other means. This obligation also applies if the Individual Agreement or Framework Agreement is an annex to a contract between the Customer and an end client that is subject to the publication requirement under the said Act.

14.3. The Customer is entitled to use, disclose, or provide access to confidential information only to the extent and under the conditions necessary for the proper exercise and performance of rights and obligations under the Agreement or Framework Agreement, unless the Supplier consents otherwise.

14.4. Regardless of format, confidential information includes all information relating to the Agreement, Framework Agreement, or any Individual Agreement and their performance (especially information on the rights and obligations of the Parties, pricing, including information in the Price Offer or Confirmation), as well as information about the Supplier (in particular, trade secrets, activities, structure, profits/losses, or know-how, as well as internal commercial procedures and business or operational secrets), and any information subject to special legal confidentiality obligations, unless otherwise agreed by the Supplier or Customer.

14.5. If any confidential information becomes accessible without proper authorization, the Customer must immediately notify the Supplier and make all efforts to ensure that the information is not disclosed to unauthorized persons.

14.6. Information that was publicly available shall not be considered confidential unless it became public due to a breach of confidentiality obligations. Confidential information also does not include information obtained independently of the Agreement, Framework Agreement, or Individual Agreements, or independently of the Supplier, provided the Customer can prove it. Nor does it include information disclosed by a third party who did not breach confidentiality obligations in doing so.

14.7. If the Customer is required by applicable law or a decision of any authority or court to disclose any confidential information, the Customer must, to the extent legally permissible:

14.7.1. promptly notify the Supplier in writing of such disclosure request;

14.7.2. provide reasonable assistance, at the Supplier's expense, in efforts to prevent such disclosure. If disclosure remains legally required, the Customer must:

14.7.2.1. disclose only the portion of confidential information which, based on the Supplier's legal counsel, is strictly required to be disclosed; and

14.7.2.2. after receiving the request, make commercially reasonable efforts to obtain assurance from the relevant authority or court that the disclosed information will be treated as confidential.

14.8. In the event of a breach of the confidentiality obligations set out in this Article 14 by the Customer, the Customer shall pay the Supplier a contractual penalty of CZK 100,000 for each such breach. The application of the contractual penalty does not affect the Supplier's right to claim full compensation for damages.

15. Final Provisions

15.1. Each Contracting Party is obliged to notify the other Contracting Party in writing of any changes to relevant facts, especially identification details and any other changes that could affect the proper performance of the Agreement or the Framework Agreement.

15.2. Neither Contracting Party is entitled to assign its rights or obligations arising from the Agreement or the Framework Agreement to a third party without the prior written consent of the other Contracting Party.

15.3. Any changes to the Agreement may only be made by written amendments approved by both Contracting Parties.

15.4. These General Terms and Conditions shall be governed by, interpreted in accordance with, and subject to the laws of the Czech Republic.

15.5. All disputes arising between the Contracting Parties from or in connection with the Agreement or the Framework Agreement shall be resolved with final effect by the competent court having jurisdiction over the Supplier.

15.6. If any provision of these General Terms and Conditions or part thereof is or becomes invalid or ineffective, the remaining provisions shall remain valid and effective. The Contracting Parties agree to replace any such invalid or ineffective provisions with valid and effective ones that reflect the original intent as closely as possible.

15.7. These General Terms and Conditions become effective as of January 1, 2024.