



General Terms and Conditions of Sale of Goods and Services of Domat Control System s.r.o.

effective from 28.6.2023

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Business (hereinafter referred to as the "GTC") regulate the contractual relationship between Domat Control System s.r.o., business ID number: 27189465, registered office: U Panasoniku 376, Staré Čívice, 530 06 Pardubice, as the seller or service provider (hereinafter referred to as the "Seller") and a third party, natural person or legal entity, as the buyer or service customer (hereinafter referred to as the "Buyer") arising from a contract concluded between these parties in accordance with Act No. 89/2012, the Civil Code, as amended. (The Seller and the Buyer are hereinafter referred to as "Parties" in the GTC).
2. A contract in accordance with Article I(1) of the GTC shall arise either (i) on the basis of a written contract concluded between the Seller and the Buyer, i.e. by its written signature by the Parties, or (ii) on the basis of an order of the Buyer that the Seller expressly confirms in writing or electronically (hereinafter referred to as the "Contract" or "Order").
3. If the Seller fails to confirm the Order in writing within 21 days of receipt of the Order, the Order shall not be deemed to have been accepted and no Contract shall arise. Until the Contract is concluded, the Seller reserves the right to terminate negotiations on the Contract and shall not be liable if the Contract is not concluded.
4. All provisions in these GTC are binding on the Seller and the Buyer, unless otherwise expressly agreed and mutually confirmed by the Parties in writing in the Contract (Order).
5. The Contract may only be concluded or amended in writing. Failure to comply with the requirement of written form shall not give rise to a Contract and the Parties shall not be bound by such conduct. This is without prejudice to the possibility of expressing will in writing electronically, i.e. via a data box or e-mail with an electronically signed attachment.

II. Subject of Performance

1. The quantity, quality and description, or any other specifications of goods and services (hereinafter also referred to as the "Performance") shall be governed by the Seller's price quotation or the Order confirmed by the Seller.
2. If the Performance is to be modified in any way from the standard design or newly developed, it is the Buyer's responsibility to provide a detailed and complete specification to the Seller prior to the conclusion of the Contract as part of the request. The Buyer shall be obliged to inspect the Seller's offer, to notify the Seller of any deviations from the requirements set out in the request and, if necessary, to expressly request a new offer. The Seller shall not be liable for any inconsistency of the Performance with the request, unless the Buyer pointed out such inconsistency prior to the conclusion of the Contract. The Seller further reserves the right to make any changes to the specification of the Performance if such changes result from statutory (or sub-statutory) requirements for Performance.
3. In the case of the preceding paragraph, the Buyer shall be liable for any infringement of any patent, copyright or other intellectual property rights of third parties that may occur in connection with the modification of the Performance in accordance with the Buyer's specification. The Buyer agrees to indemnify the Seller against any related third-party claims.

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III. Basic Duties of the Parties

1. The Seller undertakes to execute the Performance in accordance with the Contract (Order) and in accordance with all applicable binding standards.
2. The Seller shall ensure that the Performance is carried out by persons with the necessary professional competence and qualifications corresponding to the relevant regulations for the execution of the Performance. The Seller is entitled to entrust the execution of any part of the Performance to any third party (subcontractor).
3. The Buyer shall provide the Seller with the necessary documents prior to the conclusion of the Contract and shall provide the Seller with all requested assistance after the Contract's conclusion.
4. If required for Performance, the Buyer shall provide the Seller with free storage space for materials, the necessary electricity and access to a water source (connection points).
5. The subject of Performance does not include the arrangement of any permits, decisions or approvals from public authorities.

IV. Price of Performance, Payment and Invoicing Terms

1. The price of Performance is governed by the Contract (Order). The prices of Performance are always exclusive of value added tax (VAT). If the price of Performance was not expressly agreed, it corresponds to the price stated in the pricelist (or export pricelist) of the Seller effective on the date of the Contract. If Performance is executed in accordance with the Buyer's own specification, the pricelist shall not apply and the Contract shall not be concluded until the Parties reach an agreement on the specific price or the method of its supplementary determination.
2. The Seller has the right to demand payment of an advance up to 80% of the total price of Performance. An advance is payable 10 days after delivery of an advance invoice.
3. The Seller is entitled to issue a full final invoice (due 10 days after delivery to the Buyer) after handover and acceptance of Performance. The Seller is entitled to issue an invoice even if the Buyer refuses to accept Performance without a relevant reason. An invoice (or advance invoice) may be sent to the Buyer at the address specified in the Contract or to a data box. If the Contract contains the Buyer's contact e-mail address, an electronic invoice can also be sent to this e-mail address.
4. The Buyer is not entitled to unilaterally set-off of his/her/its receivables against the Seller's receivables on account of the price of Performance.
5. Payments of the price of Performance shall be made only in a non-cash form to the Seller's bank account specified in the Contract (Order).
6. The Parties agree that monetary receivables under the Contract (Order) may be assigned unilaterally without the other Party's prior written consent.

V. Place of Performance

1. The place of Performance shall be specified in the Contract (Order), where the place of Performance means the area designated for the execution or handover of Performance. Unless the place of Performance is expressly agreed, it shall be understood to be the Seller's establishment subsequently designated by the Seller.

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2. Prior to commencing execution of Performance, if necessary, the Buyer shall allow the Seller to inspect the place of the Performance at its request and shall provide the Seller with all necessary assistance to determine the conditions for the execution of Performance.
3. The place of Performance, if it is not the Seller's premises and if the service is provided or the work is performed there, shall be handed over and accepted between the Buyer and the Seller on the basis of a handover record signed by both Parties.

VI. Occupational Health and Safety Protection

1. The Seller undertakes to comply with and is directly responsible for compliance with the laws (in particular Act No. 262/2006 Coll., the Labour Code, as amended, and Act No. 133/1985 Coll., on fire protection, as amended) and other regulations governing occupational health and safety, fire prevention, environmental protection and protection of property and persons by all persons present with the Seller's knowledge at the place of Performance.
2. The Buyer is obliged to notify the Seller of special risks and rules for occupational health and safety at the place of Performance before concluding the Contract. In the event that the Buyer fails to give prior notice of such circumstances, the Buyer acknowledges that such circumstances may be an obstacle to Performance. The agreed time limit for completion and handover of the Work shall be extended by the time required to take account of specific OHS circumstances.

VII. Terms of Performance

1. Unless otherwise stated, the Seller is obliged to provide the Performance in accordance with the Contract (Order) and legal standards.
2. Unless expressly agreed otherwise, the Buyer is obliged to accept the Performance within 3 days of the Seller's request (i.e. even earlier than the agreed deadline for Performance). If the Buyer fails to provide the Buyer's cooperation for the handover of Performance, or if the Buyer unjustifiably refuses to accept the Performance, the Performance shall be deemed to have been handed over on the third day following the request pursuant to the first sentence of this provision.
3. The Seller shall fulfil its duty by duly handing over the Performance to the Buyer. A record of the handover and acceptance of the Performance will be drawn up between the Parties and any defects and outstanding works shall be listed with a reasonable time limit for their correction. Defects and outstanding works that do not prevent the use of the Performance cannot be a reason for non-acceptance of the Performance.
4. In cases where the Performance also includes the handover of related documentation (e.g. assurances about a declaration of conformity, warranty certificates, assembly diary, inspection diary, technical documentation, etc., hereinafter referred to as the "Performance Documentation"), the Seller is obliged to deliver to the Buyer the complete Performance Documentation together with the Performance. The Buyer is obliged to check the completeness of the Documentation for the Performance and to indicate any shortcomings in the record, otherwise the Documentation for the Performance is regarded as complete and faultless.
5. The Buyer is obliged to inspect the Performance within the meaning of Section 2104 of the Civil Code upon its delivery. The Buyer is also obliged to check the accessibility of any license conditions in accordance with paragraph 7 of this article. If the Buyer fails to provide the Seller with cooperation in accordance with paragraph (3) of this Article, the Buyer shall be deemed to have accepted the Performance without apparent defects.
6. Section 2598(2) of the Civil Code on liability for material accepted, issuing a statement of account and return of unprocessed material shall not apply. Any unprocessed material remains with the Seller.
7. The Buyer acknowledges that if the Performance includes software, then such software will generally provide the Buyer with access to a list of related licensing terms and conditions. Such licensing terms and conditions are binding on the Buyer. If the licensing terms and

conditions are not accessible to the Buyer for any reason in the above manner, the Buyer is obliged to request them immediately after the delivery of the Performance, otherwise he/she/it is not entitled to dispose of the Performance in any way (the Buyer does not acquire any licensing rights in such case).

8. The Buyer acknowledges (and agrees) that the technical documentation for Performance is available on the website <https://www.domat-int.com> and therefore does not need to be physically delivered with the other Documentation for Performance.

VIII. Performance Warranty

1. Unless otherwise agreed, the Seller shall provide a 24-month warranty for the Performance delivered. It will commence on the date of delivery of the Performance to the Buyer (in the case of partial handover of Performance, it shall commence in relation to the relevant part on the date of delivery of the relevant part of the Performance).
2. Notification of the exercise of a right under liability for defects or the warranty must be made by the Buyer no later than on the last day of the warranty term. In order to preserve rights under defects, the Buyer must claim a defect without undue delay after the defect is detected (or should have been detected, if due care were exercised, at the latest).
3. Notification of the claiming of a right under liability for defects or the warranty must be made in writing and must be supported by documents proving the complaint's validity. The Buyer must also choose a specific claim resulting from the defects. Without the Seller's prior consent, the Buyer may not handle or dispose of the Performance complained about in any way, in particular he/she/it may not him/her/itself or through other persons make repairs or modifications to the Performance complained about.
4. The warranty is subject to the following limitations:
 - a) The Seller shall not be liable in respect of any defects in the Performance arising from the design, function or specification of the Performance as determined by the Buyer;
 - b) The provision of the warranty is conditional upon the timely payment of the price for Performance;
 - c) The warranty applies only to parts, materials or equipment supplied by the Seller;
 - d) The Seller's liability for defects covered by the warranty does not arise if such defects are caused after the transfer of the risk of damage to the Performance by external events and are not caused by the Seller or persons with whose help the Seller performs this obligation. The Seller shall also not be liable for damage to the Performance as a result of improper assembly, installation or maintenance of the Performance (improper assembly or installation shall include, but not be limited to a procedure contrary to the Documentation for Performance).
 - e) The warranty shall be void in the event of modifications, replacements or repairs to the Performance without the Seller's written consent and in the event of installation or commissioning of the Performance by unqualified persons.

IX. Ownership Right, Risk of Damage

1. Ownership right to the Performance, i.e. to any supplies of materials, equipment and tangible results of the Performance, shall pass from the Seller to the Buyer only upon payment in full of the price for the Performance.
2. The risk of damage, accidental loss and destruction of the Performance and all items and equipment taken over in connection therewith shall pass to the Buyer upon delivery of the Performance within the meaning of Article VII(2).
3. If the Buyer disposes of the Performance prior to the transfer of the ownership right, he/she/it has duties to the Seller of an escrow agent without the right to payment or reimbursement of related costs.



X. Contractual Penalties, Damages

1. The maximum amount of damages for which the Seller may be liable as a result of defective Performance or as a result of a delay (or failure to comply with any duties under the Contract) shall not exceed 30% of the agreed price for the Performance (including VAT). At the same time, the Seller is only obliged to compensate for damage provided that it is direct actual damage to the Buyer, i.e. a reduction in the Buyer's property compared to the state that existed before the breach of the Seller's duty (compensation for indirect or consequential damages and lost profits is excluded).
2. If Performance consists in the processing or delivery of any software (even in part), the Seller shall not be liable for any damages resulting from defects or incompleteness of the software in question.
3. In the event of non-payment of an invoice by the due date, the Seller is entitled to demand from the Buyer a contractual penalty of 0.1% of the amount due, including VAT, for each day of delay until the invoice is paid in full. Payment of a contractual penalty shall in no way affect the Seller's right to compensation for damages in the full amount.

XI. Withdrawal from Contract (Order)

1. The Seller shall be entitled to withdraw from the Contract (Order) in the event that the Buyer fails to perform any of his/her/its duties under the Contract (Order) in full and/or in time, was notified of such failure in writing and subsequently fails to remedy the failure within seven (7) days of the date of delivery of the written qualified notice. The Seller shall also be entitled to withdraw from the Contract (Order) if the Buyer becomes bankrupt or insolvent, or the Seller could reasonably believe that such case may imminently occur.
2. Instead of withdrawing from the Contract, the Seller is entitled to discontinue the provision of Performance. From the moment of delivery of a notice of discontinuance of Performance, the Seller's time limit for the provision of the Performance does not run (the time period is suspended until the moment of performance of the duty with which the Buyer is in default).
3. Withdrawal from the Contract (Order) must be in writing and demonstrably delivered.
4. In the event of withdrawal from the Contract (Order), all rights and duties of the Parties to the Contract (Order) shall cease. Withdrawal from the Contract (Order) does not in any way affect existing claims for damages, contractual penalties and penalty interest that have arisen due to a breach of duties under the Contract (Order). Furthermore, withdrawal from the Contract (Order) shall not affect the arrangements concerning the choice of law, dispute resolution between the Parties and arrangements which, according to the Parties' will or due to their nature, are to continue after the termination of the Contract (Order).
5. In the event of withdrawal from the Contract (Order), the Seller is entitled to invoice the Buyer in the form of an invoice – tax document – for damages and lost profits incurred in connection with the withdrawal from the Contract (Order).

XII. Information and Cyber Security

1. The Buyer acknowledges that the Performance or products included in the Performance that may affect the information and cyber security ("ICS") of the control system are delivered with the default settings. The implementation and ongoing compliance with the ICS rules (e.g. creation and uploading of keys and certificates, their updating and management, protection against misuse, etc.) are entirely the Buyer's responsibility and the Seller shall not be liable for any damage caused or likely to be caused by insufficient or incorrect implementation of ICS when using the Products.

XIII. Personal Data Protection

1. All personal data is collected by the Seller fully in accordance with the rules set out in the GDPR - Regulation EU 2016/679 of the European Parliament and of the Council - and Act No. 110/2019 Coll. on personal data processing. Rules on handling of personal data by the Seller are located at: www.domat-int.com/o-nas/gdpr.

XIV. Confidentiality and Protection of Non-public Information

1. The Parties mutually undertake to protect and keep secret from third parties facts that are trade secrets and other information of a commercial, manufacturing or technical nature, unless they are generally available in the business community or are not generally known, if they have been so designated by one of the Parties.
2. For purposes of this document, trade secrets shall mean any information and facts of a technical, operational, manufacturing or commercial nature, regardless of their potential proprietary or non-proprietary value, whether taken alone or together with other information or facts in the aggregate.
3. The Parties are obliged to protect from disclosure non-public information which comes to their knowledge in the course of their business dealings, in whatever form, whether in writing, orally, by observation or otherwise.
4. The Parties undertake to keep non-public information confidential and not to disseminate or reproduce it and not to disclose it to any third party. In addition, the Parties undertake to secure the other Party's tangible media containing non-public information, at least to the standard and quality of protection afforded to their own non-public information.
5. The Parties further agree not to use non-public information without the other Party's prior written consent contrary to its purpose or the purpose of its disclosure for his/her/its own use or for the benefit of third parties for the duration of the Contract (Order) and for as long as the information retains its value to the disclosing Party, but in any event for at least five years after the termination of the Contract (Order).
6. Without the other Party's consent, a Party shall be entitled to disclose non-public information requested by governmental authorities, bodies and institutions to the extent necessary.
7. If the Seller is an obliged person/entity pursuant to Section 2(1) of Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publication of such contracts and the Register of Contracts (Act on Register of Contracts), as amended, and if no exception to the duty to publish pursuant to Section 3 of the Act on the Register of Contracts applies to the Contract (Order), the Seller shall publish the Contract (Order) in the Register of Contracts after anonymising non-public information and other data not subject to publication in the Register of Contracts. In such case, the Contract (Order) shall become effective no earlier than upon publication in the Register of Contracts.
8. The above duties do not apply to information that:
 - (i) is or has become public knowledge through no fault of the receiving Party;
 - (ii) is already in the possession of the receiving Party prior to receipt from the other Party;
 - (iii) the receiving Party has lawfully received from a third party;
 - (iv) the receiving Party has independently obtained from the other Party and is able to substantiate it with his/her/its records.
9. Unless expressly agreed otherwise, the provision of non-public information does not confer any right to a license, trademark, patent, right of use of a copyrighted work, or any other intellectual or industrial property right.
10. Non-public information shall remain the property of the providing Party and shall be returned by the receiving Party to the providing Party no later than three working days after receipt of a written request from the providing Party or if the information or data provided is no longer needed by the receiving Party.



XV. Force Majeure, Obstacles to Performance

1. A Party shall not be liable for total or partial non-performance of his/her/its duties if the non-performance is the result of circumstances such as flood, fire, earthquake and other natural events, war or acts of war, epidemics and other similar events, if it cannot reasonably be assumed that the obliged party would have overcome the obstacle or its consequences and that he/she/it could have foreseen the occurrence of the obstacle at the time the contractual duty arose.
2. The Party for whom Performance of an obligation has become impossible due to a case of force majeure must immediately inform the other Party in writing of this fact. In such a case, the agreed period of Performance shall be extended by the duration of the force majeure.

XVI. Other Provisions

1. The applicable law is the law of the Czech Republic. Disputes in connection with the Contract (Order) shall be settled by the Parties before a general court whose jurisdiction shall be determined by the place of the Seller's registered office on the date an action is filed.
2. Amendments to the Contract (Order) may only be made by a written amendment signed by authorised representatives of both Parties.
3. The Buyer is obliged to indicate the Contract (Order) number in documents. Mail in connection with the performance of the Contract (Order) shall be sent to the address for correspondence specified in the Contract (Order). In case of doubt, mail in electronic form shall be deemed to have been delivered at the moment of sending the e-mail or postal data message and mail in paper form shall be deemed to have been delivered on the third working day after dispatch; however, if it was sent to an address in another country, then on the fifteenth working day after dispatch. The effects of delivery will also occur if the addressee thwarts delivery.
4. These GTCs supersede all previous versions of the Seller's general terms and conditions of business.