



GENERAL COMMERCIAL TERMS

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BASIC INFORMATION

Company:	ELVAC SOLUTIONS s.r.o.
Place of Business:	Hasičská 930/53, Hrabůvka, 700 30 Ostrava, Czech Republic
Company ID:	27396649
Tax ID:	CZ27396649
File No.:	C 29896, managed by the Regional Court in Ostrava

(hereinafter “**the Provider**”)

1. INTRODUCTORY PROVISIONS

- 1.1. This document, entitled General Commercial Terms, has been issued by the Provider for cases when a part of the content of a contract concluded between the Provider and another subject is stipulated as a reference to the Provider's commercial terms (hereinafter "General Commercial Terms").
- 1.2. The General Commercial Terms regulate the rights and liabilities of the Provider and the contracting party entering into a contractual relationship with the Provider described below (hereinafter "the Buyer").
- 1.3. The General Commercial Terms regulate the contractual relationships between the Provider and the Buyer, established mainly, but not exclusively, in relation to the sale, provision and use of software (hereinafter "the Software" or "the ELVAC SOLUTIONS Software"), and the performance of consulting, implementing and other work and services (hereinafter "the Services") by the Provider to the Buyer.
- 1.4. The contractual relationships between the Provider and the Buyer shall always be governed by the laws of the Czech Republic, and any potential disputes incurred due to such relationships and arising in relation to the General Commercial Terms shall be settled according to the valid legal regulations of the Czech Republic, regardless of whether or not the Software and the Services may be available to subjects with a place of business outside the Czech Republic, or whether or not they use them or may use them outside the Czech Republic.
- 1.5. The recommended system requirements of the Provider's products are included in the installation package with the purchased Software (hereinafter "SW") and they are also published on the Internet at www.elvacolutions.eu.

2. INFORMATION ON THE CONCLUDED CONTRACT AND COMMERCIAL TERMS

- 2.1. The Buyer shall familiarise themselves with the General Commercial Terms prior to the conclusion of a contract with the Provider, or prior to sending an order to the Provider. By concluding a contract, or sending an order, the Buyer confirms that they have familiarised themselves with the General Commercial Terms, which form an integral part of the concluded contract, and that they know their contents and agree with them without reservation. The General Commercial Terms are published on the Internet at www.elvacolutions.eu and the Buyer declares that they have been notified of the Terms prior to the conclusion of the contract in a sufficient manner and that they have had time to familiarise themselves with the Terms.
- 2.2. A contractual relationship between the Provider and the Buyer is established by the conclusion of a contract or acceptance of a Buyer's order (hereinafter also "Contractual Stipulations") where a part of the Contractual Stipulations is determined by a reference to these General Commercial Terms and the Licence Terms. Any changes or deviations from the General Commercial Terms are only possible by an explicit written stipulation between the Provider and the Buyer contained in a contract they have concluded.

3. LEGAL RELATIONS

- 3.1. The contractual relationships that are not regulated by the General Commercial Terms, or that have not been arranged in a special contractual stipulation between the Provider and the Buyer, shall be governed by the legal regulations of the Czech Republic.
- 3.2. Any different Contractual Stipulations between the Provider and the Buyer shall take precedence over the General Commercial Terms.
- 3.3. When the Provider and the Buyer negotiate a contractual relationship for a determined period and the relevant Contractual Stipulations do not state otherwise, the contractual relationship shall be automatically renewed under the same terms and conditions after the lapse of the arranged duration, for the same period it was arranged, repeatedly. When the Buyer or the Provider are no longer interested in the renewal of the contractual relationship as described above, they shall inform the other Party in writing that they do not wish to renew the contractual relationship automatically as described above, and deliver the notification to the other Party at least 1 month prior to the lapse of the arranged duration. The contractual relationship shall be automatically renewed unless one of the Parties notifies the other of their disinterest in further renewal of their contractual relationship in a proper and timely manner, and the Buyer shall be liable for the payment of the arranged remuneration to the Provider. Any written notifications delivered less than 1 month prior to the lapse of the arranged duration will not be taken into account.

4. RIGHTS AND LIABILITIES OF THE BUYER AND THE PROVIDER

- 4.1. The Buyer shall state correct and complete data in their Contractual Stipulations with the Provider, namely a correct and complete invoicing and delivery address, to which the ordered product is to be sent.
- 4.2. By concluding a contract with the Provider, the Buyer becomes entitled to take the ordered product or accept the ordered services and shall pay the total price to the Provider. The Buyer shall be informed of the amount of the total price when completing the order, prior to its binding confirmation, and the Buyer shall express their consent of the total price by confirming the order and undertakes to pay for the order in favour of the Provider.
- 4.3. If the result of the Provider's activity is passed on and accepted during the provision of the Services, the Provider may prepare an acceptance report, which the Buyer shall accept. If the Buyer has any reservations regarding the quality or scope of the delivered services in the acceptance report, the Buyer shall state and specify such reservations in the report, and the Provider undertakes to settle such reservations by the agreed deadline provided that they objectively concern discrepancies in the scope or quality of the delivered services as arranged in the Contract concluded between the Provider and the Buyer. The acceptance of the report means the acceptance of the Provider's activity and its takeover. Also, the result of the Provider's activity shall be considered accepted and taken over by the Buyer when the Provider allows the Buyer to handle the result of the Provider's activity.
- 4.4. The Provider does not have to accept an order, especially when:
 - a. the product is no longer available,
 - b. the price of the product has changed significantly,
 - c. the Buyer has repeatedly violated their liabilities towards the Provider, also based on other contractual relationships with the Provider, particularly when the Buyer failed to pay the purchase price in a proper and timely manner.
- 4.5. The Buyer shall provide all necessary cooperation to the Provider required for due provision and delivery of the Services. The Provider shall not be in delay with the delivery of services or products during the period of time which the Buyer is in delay with the fulfilment of any contractual liability, or any accepted liability towards the Provider, both contractual and outside a contract. When on-line services are provided, the Buyer shall provide the Provider with remote access to their user environment.
- 4.6. Unless explicitly agreed otherwise in writing, the Provider is entitled to use the Buyer as a reference, free of charge, for the Provider's prospective clients and customers, by using the Buyer's logo, name, including the commercial and technical benefits arising for the Buyer from using the Provider's solution. This does not affect the Provider's confidentiality liability in relation to sensitive business data provided to the Provider by the Buyer in relation to the fulfilment of the Provider's contractual liabilities.
- 4.7. Unless explicitly agreed otherwise in writing, the Provider is entitled to contact the Buyer with a request for a telephonic or e-mail reference, or for a referential visit of a third party at the attendance of the Provider on the site where the Software delivered by the Provider is used by the Buyer.
- 4.8. The Provider and the Buyer undertake to maintain confidentiality with regard to the contents of the mutual Contractual Stipulations and they shall refrain from any conduct that would lead to the publication of the contents of the Contractual Stipulations that may be considered to be trade secret with regard to their character.
- 4.9. If the Provider's personal data are processed during the provision of services or deliveries, the Buyer shall fulfil their liabilities imposed by valid legal regulations on the Buyer as a data controller. The Buyer shall inform the Provider of the fulfilment of their liabilities in the required scope for the provision of services.
- 4.10. If the Provider suffers any damage due to the violation of the Buyer's liabilities as a data controller, the Buyer shall compensate the Provider for the incurred damage without unnecessary delay, however, no later than 30 days after the Buyer receives a call from the Provider.
- 4.11. The rights and liabilities between the Provider and the Buyer that are not regulated by the Contract or by the General Commercial Terms shall be governed by the valid legal regulations of the Czech Republic.

5. PAYMENT TERMS

- 5.1. The Provider shall always confirm the validity of the quotation price of the ordered goods or services when confirming an order. The Provider confirms orders via electronic mail. If the Provider states a higher price of the goods or services in the response to the Buyer's order, the Buyer may accept the new price by sending a positive response to the Provider's e-mail address, or cancel the order by a written expression of their disagreement with the higher price, sent via electronic mail. If the Buyer does not respond to the Provider's notification of a price increase within 3 days after receiving the Provider's statement, it is deemed that the Buyer has placed the order and accepted the higher price notified by the Provider. If the current new price of the goods or services is lower than the price stated in the order, the goods or services shall be delivered to the Buyer at the current (lower) price. The price of other services or additional services not included in the price of the ordered goods or services is subject to the Provider's valid pricelist.
- 5.2. The Buyer undertakes to pay the agreed price to the Provider for the delivery of services and goods as well as the value added tax at the current rate stipulated by valid legal regulations. The Provider is a VAT payer.
- 5.3. The payment of the price is due within 14 days after the tax document (invoice) is issued, unless it specifies otherwise. The day of the payment of the invoice is the day when the invoiced amount is credited to the Provider's bank account. When the Buyer is in delay with the payment of the invoice or its part, the Buyer undertakes to pay the Provider a contractual fine in the amount of 0.5 % for each day of delay, and the Provider's title to the payment of the agreed contractual fine shall start on the day following the invoice maturity day. The enforcement of the right to the payment of the contractual fine does not affect the Provider's right to demand any other legal accessories and to enforce the right to compensation for incurred damage.
- 5.4. The detailed terms of payment, if different to the General Commercial Terms, are specified in the order or in another contractual stipulation between the Provider and the Buyer.

6. TERMS OF DELIVERY

- 6.1. The electronic delivery (e-mail, a link to download, etc.) is the primary method of delivering the Provider's Software.
- 6.2. If the Buyer is in delay with the provision of cooperation necessary for the provision of services, the delivery term shall be extended by the period in which the Buyer is in delay. If the Buyer is in delay with the fulfilment of their contractual or non-contractual liabilities towards the Provider, the Provider shall not be considered to be in delay.

7. CONTACTING ELVAC SOLUTIONS S.R.O.

- 7.1. Any questions and suggestions in relation to the Provider's products can be delivered to us as follows:
 - a) In writing to: ELVAC SOLUTIONS s.r.o., Hasičská 53, 700 30 Ostrava-Hrabůvka,
 - b) Electronically at solutions@elvac.eu,
 - c) By phone at the phone number published at www.elvacolutions.eu, from 9 a.m. to 3.30 p.m. CET on business days.
- 7.2. The order form can be sent by post or by e-mail. The delivery of the order will be confirmed.
- 7.3. To avoid unnecessary errors in the order, and thus delays or errors in deliveries, we recommend that you consult the order with a corresponding employee at the Commercial Department, or that you ask for a quotation:
 - a) By e-mail at obchod.solutions@elvac.eu,
 - b) By phone at +420 597 407 511
 - c) The Buyer will receive a confirmation of the order acceptance once it is delivered and processed. If you find any discrepancies in the confirmation, immediately contact the Provider, either in writing or electronically.
- 7.4. All orders implemented in one of the ways described above are binding.
- 7.5. An order submitted using the website form shall only be valid if all the required data and particulars have been completed in the form.

8. TECHNICAL ASSISTANCE

- 8.1. The technical assistance of the ELVAC SOLUTIONS Software is provided at several defined levels.
- 8.2. If no other level of technical assistance has been arranged between the Provider and the Buyer, the **subscription** level shall be provided, in accordance with the valid definition published on the website.
- 8.3. The technical assistance always applies to the current valid version of the product, which is on sale, and to an upgrade from a previous version to the current version.
- 8.4. When the Buyer acquires the ELVAC SOLUTIONS Software through a partner supplier, the technical assistance is provided by that partner supplier.
- 8.5. More detailed information about the levels of the technical assistance and its terms and conditions is available at www.elvacolutions.eu.

9. COMPLAINTS

- 9.1. All communication with regard to complaints shall be done in writing via electronic mail. This procedure provides the Buyer and the Provider with a demonstrable record of the course of the complaint procedure.
- a. To file a complaint, contact the Provider by e-mail at: servis.solutions@elvac.eu and state the date of purchase and a detailed description of the fault.
 - b. Wait for the response of the Complaints Department that will inform you whether it is truly a complaint or just a technical issue that can be solved in cooperation with the Technical Department.

10. LICENCE TERMS

- 10.1. The detailed licence terms of the Provider's Software are stated in separate Licence Terms – EULA (hereinafter "EULA").
- 10.2. The complete version of the Licence Terms – EULA is published on the website at www.elvacolutions.eu.
- 10.3. If the licence agreement stipulated a determined licence period (time-limited licence) and the licence agreement does not stipulate otherwise, the licence shall be renewed automatically under the same terms and conditions after the lapse of the licence period for the same period it was arranged, repeatedly. When the Buyer is no longer interested in the renewal of the licence, they shall inform the Provider in writing that they do not wish to renew the licence automatically at least 1 month prior to the lapse of the licence period, otherwise the licence will be automatically renewed and the Buyer will have to pay the licence fee to the Provider according to the Provider's valid pricelist. Any written notifications delivered less than 1 month prior to the lapse of the licence period will not be taken into account.

11. PERSONAL DATA PROTECTION

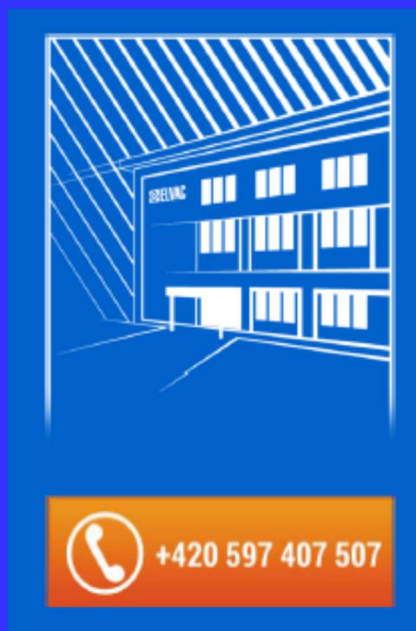
- 11.1. The personal data of the Buyer are processed and archived in compliance with valid legal regulations.
- 11.2. All data acquired from the Buyer are only used for the Provider's internal needs (for the purpose of a successful fulfilment of the Contract) and they shall not be provided to any third parties, except for external carriers, to whom the Buyer's personal data are provided at a minimum extent, as required for a trouble-free delivery of the goods.
- 11.3. By concluding the Contract, the Buyer agrees with the processing and archiving of personal data in the Provider's internal database. The Buyer has the right to access their personal data and the right to their correction, including other legal rights related to such data.
- 11.4. The Buyer has the right to erasure of the personal data from the database, based on a written request.

12. RESPONSIBILITY, SANCTIONS

- 12.1. The Parties bear responsibility for caused damage within valid legal regulations and the Contract. The Parties undertake to launch maximum effort to prevent damages and to minimise damages that have already incurred.
- 12.2. The Provider is not responsible for damage that incurred as a result of an objectively incorrect or otherwise erroneous assignment that the Provider received from the Buyer.
- 12.3. None of the Parties is responsible for delay with the fulfilment of their liabilities when caused by circumstances excluding liability, namely by Force Majeure. The Parties undertake to immediately notify the other Party of any incurred circumstances excluding liability that prevent the proper fulfilment of the Contract. The Parties undertake to launch maximum effort to avoid and overcome any circumstances excluding liability.
- 12.4. The Provider is responsible for damage caused by the violation of their contractual liabilities towards the other Party. The Parties hereby state that considering the provisions of Section 2898 of the Civil Code and with regard to all circumstances related to the conclusion of the Contract, the total foreseeable damage that could incur may maximally amount to the price paid by the Buyer for the fulfilment, in whose causality the damage incurred.

13. FINAL PROVISIONS

- 13.1. The Buyer and the Provider have agreed that in case any dispute is decided upon by a general court, the court of first instance having territorial jurisdiction shall be the court in whose district the Provider's place of business is located at the moment of filing the lawsuit.
- 13.2. All property disputes between the Provider and the Buyer, the value or subject of which does not exceed the amount of CZK 100,000, shall be decided upon definitely by the Court of Arbitration at the Czech Chamber of Commerce and the Agrarian Chamber according to the Order and Rules by a single arbitrator appointed by the Chairman of the Court of Arbitration.
- 13.3. The Provider shall only be liable for damages in cases stipulated by valid legal regulations. However, the title to compensation of damage is limited, unless the Parties agree otherwise in writing, to the amount of the monetary fulfilment paid by the Buyer to the Provider.
- 13.4. The Provider is entitled to change or amend the General Commercial Terms by publishing the latest version at www.elvacolutions.eu. The new version of the General Commercial Terms becomes effective on the day when published, unless the new version of the General Commercial Terms stipulates a later date. The Provider is entitled to inform the Buyer of the change in the General Commercial Terms at the Buyer's e-mail address. The Buyer is entitled to reject the change in the General Commercial Terms within three business days and to terminate the contractual relationship as a result.
- 13.5. The General Commercial Terms become effective on 27th November 2017.



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