

GENERAL CONDITIONS OF SALE

1. Introductory provisions

1.1 These General Terms and Conditions specify the basic rights and obligations of the parties when concluding a purchase agreement or any other agreement referred to herein (hereinafter referred to as the "Agreement") and any other rights and obligations of the parties related to them.

1.2 All provisions of these Terms and Conditions are an integral part of the contract concluded between the parties. Provisions deviating from the terms and conditions may be agreed in the contract. Such deviating provisions in the contract shall take precedence over the provisions of the terms and conditions, but only to the extent that they are in apparent conflict or otherwise preclude their common application. The Seller may unilaterally change or amend the wording of the Terms and Conditions, the publication of the change on the Seller website shall be deemed to be notification of the change; no further notification to the potential Purchaser is required in such a case. The rights and obligations of the contracting parties are always governed by the relevant version of the terms and conditions valid at the time of conclusion of the contract. In case of doubt, the terms and conditions shall be deemed to be primarily those presented to the buyer, failing which, the version of the terms and conditions published on the seller website at the time of conclusion of the contract. The rights and obligations of the parties shall be further governed by the Complaints Procedure for Entrepreneurs and Legal Entities, the Privacy Policy, as well as the terms and conditions and instructions set out in the contract. In matters not regulated herein, the relations of the parties shall be governed by legal regulations, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

1.3 These terms and conditions apply to buyers who are entrepreneurs and to legal entities.

1.4 The ownership right to the goods is acquired by the buyer upon payment of the full purchase price, but not before he takes possession of the goods. The risk of damage to the goods shall pass to the Buyer either upon acceptance in the case of collection at the Seller factory, or in the case of transport to the place of delivery at the Buyer request, upon handover to the first carrier.

1.5 By sending an order or concluding a purchase contract, the buyer confirms that they have read these terms and conditions and that they unconditionally agree with their content.

2. Order and conclusion of the contract

2.1 The Seller catalogue of goods contains a list of goods including a more detailed description of the main characteristics of each item. The presentation of the goods in the Seller catalogue is of an informative nature and does not constitute a proposal by the Seller to conclude a contract within the meaning of Section 1732(2) of the Civil Code.

2.2 The Buyer shall place the order in the manner specified in the contract, if not, then in writing to the Sellers address, which may also be done electronically. All orders must always contain the exact name of the goods ordered, the number of items, the chosen method of payment and transport and the Buyer contact details (in particular the name and surname of the entrepreneur or company name, identification number, delivery address, telephone number, e-mail address).

2.3 The Seller is not obliged to confirm the received order. An unconfirmed order is not binding on the Seller. The Seller reserves the right to refuse the order.

2.4 The contract is concluded between the parties at the moment when the buyer has received the acceptance of the order from the seller.

2.5 In the event of cancellation of the order by the buyer, the seller is entitled to a cancellation fee of 50% of the price of the ordered goods. If the seller has already incurred costs in connection with the contract, he is also entitled to reimbursement of these costs in full.

3. Delivery terms

3.1 The Seller is obliged to deliver the goods to the Buyer in the agreed manner, properly packed and equipped with the necessary documents. Unless otherwise agreed, the documents are provided at least in the Czech language.

3.2 Upon agreement of the parties or an express request of the Buyer in the order, the Seller may arrange for the Buyer to transport the goods and to insure the goods for the duration of the transport. The price of transport and insurance shall be paid by the Buyer according to the applicable carrier tariff. The delivery of the goods to the Buyer shall be deemed to be the handing over of the goods to the first carrier. Upon delivery of the goods, the risk of damage to the goods passes to the buyer.

3.3 Before taking delivery of the goods, the buyer is obliged to check the integrity of the packaging of the goods and immediately notify the carrier of any defects. A report of defects will be written. If a defect report is not drawn up, the buyer loses any claims arising from the defective packaging of the goods. Any defects which have not been claimed without undue delay, and which could have been discovered by the buyer with professional care at the time of delivery of the goods shall not be recognised by the seller in the event of their subsequent claim and shall not give rise to liability for rights arising from defective performance or any warranty provided.

3.4 Immediately upon receipt of the goods, the Buyer is obliged to inspect the goods, in particular to check the number of items and their completeness. In the event of a discrepancy, the Buyer is obliged to notify the Seller without undue delay, but no later than within 3 working days of receipt of the goods. The Buyer is obliged to document the defects found in a suitable manner and send this documentation to the Seller together with the defect notification.

3.5 The Buyers failure to accept the goods shall not affect the Sellers right to demand payment of the purchase price in full.

3.6 The delivery of the goods specified in the order or contract is subject to the Buyer providing accurate and truthful information in advance to establish the status and credit of the Buyer. If the Seller requests specific information about the Seller, the Seller is obliged to provide it to the Buyer without delay. The provision of false or incomplete or misleading information shall render the Buyer liable to the Seller for the full amount of damages thereby incurred.

OPTOKON a.s.
Červený Kříž 250
58601 Jihlava, Czech Republic

3.7 The Seller undertakes to deliver the goods in packaging that meets the requirements of § 3 and § 4 of the Packaging Act No. 477/2001 Coll., as amended. The Seller also declares that the products manufactured by it are designed, manufactured and tested according to the technical data sheets of OPTOKON, a.s. and the qualified and certified processes of OPTOKON, a.s. and that they comply with the standards of ČSN EN ISO 9001:2015.

4. Payment terms

4.1 The Buyer is obliged to pay for the goods, including transport and other charges, at the moment of sending the order to the Buyer, namely:

- cashless before delivery of the goods by transfer to the sellers bank account based on the advance invoice;
- cashless after delivery of the goods by transfer to the sellers bank account on the basis of the tax document (invoice) at the due date indicated on the invoice.

The Seller is entitled not to allow payment of the goods after delivery. This method of payment is usually reserved for regular customers. Unless otherwise agreed, the invoice is attached to the goods together with the delivery note.

4.2 The purchase price is payable at the latest upon receipt of the goods. The invoice is due at least 14 days and at most 45 days after receipt of the order, always as agreed by the parties. The purchase price is deemed to be paid at the moment of crediting the Sellers account from the Buyers account or otherwise identified so that the payment can be paired with a specific contract or order, in particular by indicating the variable symbol.

4.3 In the event of non-compliance with the due date according to these Terms and Conditions, the Buyer may be charged interest on the overdue amount at the rate of 0.5% of the amount due for each day of delay. The Sellers right to compensation for damages incurred by the Buyers delay is not affected.

4.4 The Buyer expressly agrees that in the case of the use of transport of goods to the Buyer, the Seller is entitled to charge the Buyer the following fees:

The charges for packaging, handling and processing are as follows:

- for orders and deliveries up to EUR 15 000: 1.0% of the price of the goods;
- for orders and deliveries between EUR 15 000 and EUR 50 000: 0.4% of the price of the goods;
- for orders and deliveries valued at more than EUR 50,000: according to the current price list for packaging and transport determined by the seller or carrier;
- for orders and deliveries of test equipment: 0.2% of the price of the goods;

the minimum fee is set at EUR 10.

In the event of a request for testing of the goods by an independent laboratory, all costs in connection with such testing shall be borne by the Buyer, who shall be obliged to pay such costs to the Seller in advance, including all costs related to such testing, in particular transport and insurance, for the period of time during which the testing is carried out in the laboratory as requested, including the Buyers time when the goods are in transit, the delivery period shall not run and the delivery date shall be automatically extended by such time without further extension. Failure to meet the delivery date in such a case shall exclude the sellers default.

4.5 In the event of delay by the Buyer in payment of the price of the goods, the Seller is also entitled to suspend further agreed deliveries of the goods until all outstanding debts of the Buyer have been paid.

4.6 Payment for goods is possible in Czech crowns, for deliveries abroad in euros or US dollars, unless the parties agree otherwise.

5. Withdrawal from the contract

5.1 The Seller is entitled to withdraw from the Purchase Contract at any time until the Buyer has accepted the goods.

5.2. The Seller is also entitled to withdraw from the contract if the Buyer is in delay with the payment of the purchase price of the goods for more than 14 days. In this case, the Seller is also entitled to a contractual penalty of 0.5% of the purchase price of the ordered goods per day for each day of delay in payment of the purchase price by the Buyer. In addition to the contractual penalty referred to in the preceding sentence, in the event of a delay in payment of the purchase price of the ordered goods of more than 14 days, the seller is entitled to a one-off contractual penalty of 20% of the purchase price of the ordered goods.

5.3 The Buyer is entitled to withdraw from the contract if the Seller is in delay with the delivery of the goods for more than 2 months from the agreed delivery date.

5.4 The Buyer is not entitled to withdraw from the contract in respect of goods that have been delivered properly on time and without defects.

5.5 Withdrawal from the contract must be made in writing and, in the case of contracts negotiated electronically, also electronically. Withdrawal from the contract is effective upon delivery of the notice of withdrawal to the other party.

6. Rights from defective fulfilment

6.1 The conditions for exercising rights arising from defective performance are governed by the mandatory provisions of the Civil Code, the terms agreed in the contract and these terms and conditions.

In the case of goods designated by the Seller as "Passive Products": the quality guarantee shall be for a minimum duration of 2 years as standard. However, the Seller may provide a longer warranty for specific products.

In the case of goods designated by the Seller as "Active Products", the quality warranty shall be for a duration of 2 years for all active products (optical test instruments, optical welders, SFP modules, all active ruggedized products and military products). In case of warranty extension to active products, a percentage price increase will be applied. If the products contain batteries or battery cells, then the warranty for these components is 6 months.

****Extended warranty options**:**

- in case of extension to 36 months: +5% of the product price
- in case of extension to 48 months: +8% of the product price with 36 months warranty
- in the case of a 60-month extension: +10% of the product price with a 48-month guarantee

An extended warranty can be ordered with the goods before delivery of the goods, an extended warranty ordered later cannot be provided by the seller.

The Seller undertakes that the products and goods supplied will be free from defects in materials and performance for the period stated above, depending on the individual product lines from the date on which the goods are delivered.

The buyer is obliged to notify the seller of the defect without delay. If the complaint is accepted by the Seller as justified, the Seller undertakes to remove the defect within 30 days of delivery of the goods complained of by the Seller, and if the defect cannot be removed, then to replace the goods with new goods, always meeting the technical specifications for the product. The choice to remedy the defect rests with the seller.

The Seller shall be entitled, in the event that the claim is not legitimate, to demand payment of all costs incurred in connection with the claim. The costs of transport to repair the goods shall always be borne by the Buyer.

The Seller shall not be liable for defects arising in connection with unprofessional handling, use of the goods in violation of safety instructions or in violation of the instructions for use of the goods by the Buyer, as well as for defects arising from unprofessional use, assembly or modification carried out by the Buyer on the goods, while the burden of proof that the defect did not arise in the manner described above shall be borne by the Buyer. Unless the contrary is proved, it shall be deemed that the claim has not been made rightfully and that the claimed defect does not give rise to liability on the part of the seller. The above warranty does not cover normal wear and tear, defects caused by accidents, improper or negligent handling, improper or negligent maintenance by the customer or a third party, as well as any defects caused by force majeure.

6.2 The Seller shall not be liable for any breach of obligations that occurs in connection with an event of force majeure, which may be deemed to be in particular, but not exclusively, a strike, war, epidemic, pandemic, natural disaster, coup d'état and other similar events that are beyond the Seller's control and influence. Unilateral notice within a reasonable time after the disappearance of the impediment to the performance of the Seller's obligation shall be sufficient to excuse such delays or breaches.

7. Protection of trade secrets and commercial policy of the Seller

7.1 During the negotiation of the contract and its performance, information may be disclosed to the Buyer that is marked as confidential or whose confidentiality is implied by its nature, especially in relation to trade secrets within the meaning of the Civil Code. In particular, the Buyer undertakes to provide the following information:

- keep confidential;
- not disclose it to any other person without the seller's consent;
- not to use it for any purpose other than the performance of the contract;
- not to use it in any other detrimental way.

In case of doubt, it is agreed between the parties that, unless the contrary is proved, any information shall be deemed to be subject to the treatment described above. In the event of a dispute, the buyer shall bear the burden of proving that the above obligation has not been breached.

8. Providing technical support

The Seller provides technical support for all its products and goods, according to the levels listed below

****Support Levels****

- Basic level: Free support during the warranty period.
- Advanced level: Paid services such as priority support.

****Basic level of support****

- Advice and consultation on installation and configuration.
- Diagnostics and troubleshooting.
- Software and firmware updates.
- Remote support if possible and agreed.
- Training for the correct use of the products.
- Support availability. CET via email, telephone or online chat.

****Advanced level of support****

- Advice and consultation on installation and configuration.
- Diagnostics and troubleshooting.
- Software and firmware updates.
- Remote problem resolution support.
- Training for the correct use of the products.
- Delivery of a replacement device or spare part with a guaranteed delivery time of 72 hours.
- On-site replacement of defective equipment within the Czech Republic
- 8x5 system support with NBD response time
- Restore configuration and basic device settings

9. Limitation of the right to compensation, set-off and assumption of the risk of change of circumstances

9.1 If these Terms and Conditions, the Contract or any other legally binding event or action gives rise to a claim by the Seller under any related legal title, the Seller shall be liable up to a maximum of 20% of the total price of the Goods excluding additional services and taxes and charges.

9. 2. The buyer assumes the risk of change of circumstances.

9. 3. The claim for payment of the contractual penalty does not relieve the seller of the right to full compensation for damages. I.e. including lost profits, which is recoverable separately. The payment of the contractual penalty shall not affect the claim for damages arising in connection with the breach of the contractual obligation of the buyer which gives rise to such claims.

9. 4. The Seller shall be entitled to set off against the Buyers claim any claim that it has against the Buyer. The Buyer shall be entitled to set off any of its claims only with the prior written consent of the Seller.

10. Final provisions

10.1 If the relationship related to the use of the Web Interface or the legal relationship based on the Contract contains an international element, then the Parties agree that the relationship is governed by Czech law (excluding the application of the UN Convention on Contracts for the International Sale of Goods).

10.2 If any provision of the Terms and Conditions is or becomes invalid or ineffective or unenforceable, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness or unenforceability of one provision shall not affect the validity of the other provisions. Amendments to the contract or the terms and conditions shall be in writing.

10.3 The rights and obligations under this Agreement cannot be assigned by the Buyer to a third party. The Seller shall be entitled to assign any partial claim or the entire contract to third parties without the consent of the Buyer.

10.4 The Municipal Court in Brno shall have jurisdiction in the first instance to hear any disputes arising out of the relationship established by the contract or under these terms and conditions or in any way related to them.

These Terms and Conditions are valid from 01.02.2025