

GENERAL BUSINESS TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The following General Business Terms and Conditions (hereinafter the "**General Business Terms and Conditions**") regulate the relationships of parties to a purchase agreement entered into by and between **PHOTOMATE s.r.o.**, Id. No. 260 80 249, with its registered office at Prokišova 356/7, České Budějovice 6, 370 01 České Budějovice, Czech Republic, registered in the Commercial Register with the Regional Court in České Budějovice, Czech Republic, File No. C 12740 (hereinafter "**Photomate**" or the "**Seller**"), and a purchaser (hereinafter the "**Purchaser**") through e-shop available on website www.B2B.photomate.eu (hereinafter the "**E-shop Photomate**").
- 1.2. For avoidance of any doubts the Purchaser can be only an entrepreneur, whereas for purposes of these General Business Terms and Conditions an entrepreneur is an individual licensed to get engaged in business on one's own account and responsibility with an intention to generate profit on a continuous basis.
- 1.3. By placing the order, the Purchaser acknowledges having been familiarized with these General Business Terms and Conditions prior to entering into the agreement and explicitly agrees to the same in the wording valid and effective as at the moment of placing the order. Currently valid version of General Business Terms and Conditions is available on www.B2B.photomate.eu/About us/Terms and conditions.
- 1.4. All relevant documents are sent to the Purchaser's e-mail address from which relevant order has been submitted, or are available upon signing into the Purchaser's user account on www.B2B.photomate.eu/user in section "*Documents*".
- 1.5. The Purchaser hereby acknowledges that business practices which are in conflict with the provisions of these General Business Terms and Conditions will not be used. For avoidance of any doubts the provisions contained in separate purchase agreement which is possibly concluded without using E-shop Photomate by and between the Seller and Purchaser take precedence over the provisions of these General Business Terms and Conditions.

2. USER ACCOUNT

- 2.1. Those interested Purchasers in using E-shop Photomate send via email to the Seller required information, which will contain the essential requirements for the creation of their user's account within the E-shop Photomate (this may be the identification of such Purchaser, contact details of the interested party, email to access the user's account etc). All data provided by the Purchaser during registration and using the user account within E-shop Photomate must be correct and true. In the event of any later change of data, the Purchaser is obliged to update the data without undue delay through his user account or via email. Photomate is not liable for any damage resulting from the provision of incorrect, inaccurate or outdated information.
- 2.2. Based on the provided information by the Purchaser, the Seller will prepare access to E-shop Photomate.

- 2.3. Upon the first login of the Purchaser into E-shop Photomate using the entered login data which is provided by the Seller and accepting of these General Business Terms and Conditions and Personal Data Processing Principles, the Purchaser is authorized to purchase the goods through E-shop Photomate.
- 2.4. The Seller will ensure the unlimited functionality and availability of E-shop Photomate. The Purchaser shall not have any claims or rights to the Seller due to the malfunction of E-shop Photomate. The Seller is obliged to provide the Purchaser necessary technical support related to usage of E-shop Photomate.
- 2.5. All data entered by the Purchaser with access to E-shop Photomate will be stored and backed up in data repositories located in Germany.
- 2.6. The Purchaser is responsible for ensuring that E-shop Photomate is accessed only by persons authorized to act on behalf of the Purchaser with an access using the login and password generated originally by the Seller or subsequently by Purchaser. The Purchaser is required to ensure that no third parties have access to the user's account of the Purchaser. For this purpose the Purchaser is obliged to protect the access data to the user account. The Purchaser is responsible for any misuse of the user account within E-shop Photomate. Any act made by any persons through the user account is deemed to be made by the Purchaser. For purpose of reset of the password to access to E-shop Photomate, the Purchaser is obliged to contact the Seller via email.
- 2.7. The Purchaser undertakes not to use the information obtained by using E-shop Photomate to develop similar software/platform/website and not to provide such information for the same purpose to any third party. Furthermore, the Purchaser is not entitled to interfere with a technical parameters or content of the user account/E-shop Photomate, or to violate its security.
- 2.8. The Purchaser is liable for all damage caused by unauthorized use of the user account or E-shop Photomate and/or interference with E-shop Photomate, including the source code.
- 2.9. The Seller has all rights, in particular proprietary copyrights, to the E-shop Photomate, related logos, the visual concept of any other programs, scripts and other tools used for the purposes of the user account or the E-shop Photomate, including all its parts and source code. The use of any tools, as well as any part of the user account within E-shop Photomate above the framework specified in these General Business Terms and Conditions is possible only with the prior written consent of Photomate. The Purchaser is liable for any damage caused by unauthorized use or interference with any tool which is part of the user account within E-shop Photomate.
- 2.10. Any restriction, termination and cancellation of the E-shop Photomate depends only on the will of Photomate. Photomate is not liable for any damage caused to the Purchaser by the malfunction of the E-shop Photomate, including its termination or cancellation.

3. PURCHASE ORDER AND ITS CONFIRMATION

- 3.1. If the Purchaser intends to order the goods with E-shop Photomate he is obliged to submit an order only through his user account ("Purchase Order"), unless the Parties do not agree otherwise. A notification about submission of the Purchase Order through the user account of the Purchaser and its acceptance by Photomate is sent by Photomate automatically by email. For purpose of avoidance of any doubts such notification is not a confirmation of the Purchase

Order/or conclusion of the purchase agreement. The Seller is authorized to require a copy of business license or excerpt from the commercial register of any Purchaser.

- 3.2. Unless agreed otherwise, each Purchase Order must contain the following requirements (i.e. the Purchaser is obliged to fill in all following information within the order section of the E-shop Photomate):
 - a) list of ordered goods (its quantity and specification);
 - b) delivery address; and
 - c) requested date of delivery of the goods.
- 3.3. Unless the Parties agree otherwise, each Purchase Order must be confirmed or rejected by Photomate at the latest within 10 working days from the date the Purchase Order has been submitted, or Photomate will notify the Purchaser within this period about the date by which the Purchase Order will be confirmed, otherwise the Purchase Order will be deemed rejected. Confirmation of the Purchase Order will be made by Photomate in written form by email ("Confirmation of the Purchase Order"). For the purpose of avoidance of any doubts the Parties acknowledge that Photomate is authorized to reject any Purchase Order without giving any reason.
- 3.4. The Purchase Order is a proposal for the conclusion of a purchase contract, by the Confirmation of the Purchase Order by Photomate the purchase agreement is concluded ("Purchase agreement"). Subject to the accepted Purchase Order, the Seller undertakes to deliver the goods as specified in accepted Purchase Order to the Purchaser and the Purchaser undertakes to pay and accept the goods.
- 3.5. If Photomate's Confirmation of the Purchase Order deviates from the Purchase Order, the Purchaser will be deemed to agree to the proposed changes of the Purchase Order if:
 - a) The Purchaser will send a written confirmation to Photomate by email with the Confirmation of the modified offer; or
 - b) The Purchaser will not reject the amended offer of Photomate in writing by email within 3 working days from the date of its delivery; or
 - c) The Purchaser pays the agreed purchase price for the goods or its relevant part; or
 - d) The Purchaser takes over the ordered goods.

4. PRICES, BILLING AND PAYMENTS

- 4.1. The Purchaser hereby acknowledges the prices for goods and services displayed on the E-shop Photomate are quoted incl. and excl. VAT, with all statutory fees (if any). Shipping and insurance costs, however, vary with reference to the selected shipping method, carrier and payment method, whereas the exact shipping costs can be determined by the Seller subsequently after the Confirmation of the Purchase Order.
- 4.2. All payments shall be effected by bank transfer to the bank account of the Seller, according to its banking requisites stated in an invoice/proforma invoice.
- 4.3. Each Party shall pay at its own any taxes, obligatory fees and other payments emerging at its territory in relation with the Purchase agreement.

- 4.4. The Purchaser is issued an invoice/proforma invoice according to the Purchase Order including the basic details of relevant Purchase agreement. An invoice/proforma invoice contains essential contract information, including all relevant and necessary requisites. The Purchaser is entitled to request an invoice in paper form.
- 4.5. Unless agreed otherwise, the Purchaser is required to pay full purchase price according to the Purchase Order as stated in a proforma invoice issued by Photomate before delivery of the goods. In case the Purchaser's user account on the E-shop Photomate allows to select payment method "*payment after delivery*" within the order section of the E-shop Photomate, the Purchaser is also authorized to pay full purchase price after delivery of goods in the relevant period as stated in the Confirmation of the Purchase Order.
- 4.6. All Purchase agreements (incl. respective invoices and Purchase Orders) are saved in the electronic archive accessible by the registered E-shop Photomate users directly from their user account.
- 4.7. Any delay of the Purchaser in any payment under the Purchase agreement may result in corresponding delay in the execution of Sellers's obligations under the Purchase agreement related to delivery of goods. In such a case the Purchaser shall not be entitled to claim any damages, losses, compensations or indemnities of any nature whatsoever from or against Photomate for such delay.
- 4.8. In case of delay of the Purchaser in any payment under any Purchase agreements the Seller is authorized to postpone next consignment of the goods until the due payments are fully paid. In such case Photomate is also authorized to block ordering goods by the Purchaser within E-shop Photomate until the due payments are fully paid.
- 4.9. In case of delay of the Purchaser in any payment under the Agreement the Purchaser is obliged to pay the Seller contractual penalty in amount of 0,05 % of the relevant part of the Purchase price which is already due for each day of delay, unless agreed otherwise between the Purchaser and Photomate in written form. This provision does not affect Photomate's right for compensation for damage caused.

5. DELIVERY CONDITIONS

- 5.1. Unless agreed otherwise in written form, the mode of transport is DDP (Delivery duty paid - Incoterms 2020). Place of delivery shall be specified by the Purchaser in the Purchase Order within the order section of the E-shop Photomate.
- 5.2. Terms of delivery shall be confirmed by Photomate through Confirmation of the Purchase Order.
- 5.3. The Seller shall deliver the goods at the place of delivery within the period specified in the Confirmation of the Purchase Order. The Seller shall inform the Purchaser about dispatch of the goods in writing by email. The Seller should accomplish pre-schedule delivery provided that the Purchaser is preliminarily notified on the terms of such delivery in writing by email.
- 5.4. The Purchaser shall take over the goods on its delivery. Acceptance of the goods shall be realized at the place of delivery. The Purchaser is obliged to accept the goods at the time of its delivery. Acceptance of the goods will be confirmed by the Purchaser by confirmation of consignment note (CMR) or handover protocol. In case of quality or quantity discrepancy, claim should be filed by the Purchaser immediately after the arrival of the goods at place of delivery (i. e. before

signing of CMR). In such case the Purchaser shall be obligated to notify Seller by email of its claim, if any, together with evidentiary supporting documents; otherwise it shall be deemed that the goods delivered to the Purchaser under this contract conform in all respects to the specifications and quality standards set forth under this contract. Burden of proof for the claims shall lie on the Purchaser. In case the Purchaser refuses to take over the goods without any reason, the Purchaser is obliged to pay the Seller contractual penalty in amount of 10 % of the Purchase price. This provision does not affect Seller's right for compensation for damage caused.

- 5.5. In case the goods are delivered to the Purchaser in accordance with FCA «Incoterms 2020» the Purchaser is obliged to send to the Seller a duly completed, signed and stamped CMR and any other proof acceptable by the Czech Tax Office which confirms unloading the goods in another EU Member State at the latest 3 days after such unloading. In case the Purchaser is not able to provide such acceptable evidence related to unloading the goods in another EU Member State, the Purchaser is obliged to pay to the Seller a contractual penalty in amount corresponding to 21 % of the value of the delivered goods (VAT value of the goods).
- 5.6. The goods shall have suitable packaging, preventing and ensuring the protection against any physical damage to the goods while in shipment and delivery by the relevant means of transportation assuming customary and normal standards of handling.
- 5.7. The Seller is obliged to inform the Purchaser of any delay in delivery with the new delivery terms by sending a written notification by e-mail no later than the next business day from the moment of the occurrence of such a circumstance.
- 5.8. Any delay of the Purchaser in any payment under relevant concluded Purchase agreement may result in corresponding delay in the execution of Seller's obligations under such concluded Purchase agreement. In such case the Purchaser shall not be entitled to claim any damages, losses, compensations or indemnities of any nature whatsoever from or against the Seller for such delay.
- 5.9. Unless agreed otherwise, the moment of transfer of ownership of the goods is defined as the moment of full payment of the purchase price. The risk of loss or damage shall pass to the Purchaser upon the conditions of relevant applicable «Incoterms 2010» according to the Confirmation of the Purchase Order.

6. WARRANTY

- 6.1. The Seller is responsible for ensuring the goods are in accordance with the Purchase agreement and are not affected by any legal defects.
- 6.2. The goods are accompanied by the manufacturer's warranty which is available within E-shop Photomate in section "*About us /Warranty Conditions*" (hereinafter referred to as "**Warranty**"). Warranty is provided directly by manufacturer of the goods HUAWEI TECHNOLOGIES, Ltd. China, whereas all warranty claims could be made by the Purchaser through the Seller or through any of branch office of HUAWEI TECHNOLOGIES, Ltd. China. Warranty also contains Warranty Claim Procedure.
- 6.3. The Purchaser is able to display the warranty period related to respective delivered goods within E-shop Photomate in section "*Warranty*" according to its serial number.

- 6.4. Any other or further warranty or liability of the Seller for the goods shall be waived and excluded to the broadest extent permissible by applicable law. The Seller's responsibility (whether as compensation for damages, compensation for losses) related to any Purchase agreement concluded through E-shop Photomate, if any, shall not exceed the cost of the goods in accordance with relevant Purchase agreement paid by the Purchaser to the Seller.
- 6.5. By concluding the Purchase agreement, the Purchaser confirms and declares that he has been acquainted with the general technical properties of the goods, as well as the methods of handling, methods of proper assembly, storage and maintenance, and especially with the text of Warranty and technical manual of goods.

7. FORCE MAJEURE

- 7.1. For the purposes of these General Business Terms and Conditions "*Force Majeure*" means all events that can't be foreseen at the time of the execution of purchase of goods, whose occurrence and consequence can't be avoided or, that take place after the effective date of relevant Purchase agreement and affects full or partial Seller's performance according to such Purchase agreement, including earthquake, typhoon, flood, fire, war, hostilities (whether war be declared or not), invasion, incursion by armed force, terrorism, riot, rebellion, act of hostile army, nation or enemy, arson, epidemic, disease, strike, lockout, slowdown, labor disturbance, nuclear radiation, and/or accident, hazardous unsafe substance or material or property which renders liable or endangers the health and safety or the general public, acts of governments or other administrative measures, trade dispute, embargo, or import tariffs, difficulty in obtaining necessary labor or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, as well as any other unforeseeable, unavoidable or unconquerable event.
- 7.2. If due to any force majeure event, Seller is unable to perform its contractual obligations, the Seller shall notify the Purchaser within 3 days upon the occurrence thereof, specifying the nature and duration of the force majeure event. In such case the Seller shall have the right to extend delivery time for relevant delivery of goods. If the force majeure event lasts for over 3 months, the Seller shall have the right to terminate relevant Purchase agreement upon written notice to the Purchaser without bearing liabilities for any damages.

8. TERMINATION OF THE PURCHASE AGREEMENT

- 8.1. The Seller have the right to terminate all not yet fulfilled Purchase agreements (possibly only some of them) in case any of the following event occurs:
 - a) if the Purchaser is in delay with any payment under relevant Purchase agreement more than 15 (fifteen) days from the date when the respective proforma invoice/invoice is due;
 - b) if the Purchaser shall commit any material breach of its obligations under this Agreement and fails to remedy such breach within 15 (fifteen) days after receival of the written notice from the Seller by email;
 - c) if the Purchaser has become voluntarily or compulsory declared bankrupt.
- 8.2. The termination of relevant Purchase agreement shall take effect on the date of delivery of the written notice about such termination to the Purchaser.

8.3. In case of termination of any Purchase agreement Photomate is also authorized to block ordering goods by the Purchaser within E-shop Photomate and cancel Purchaser's user account.

9. PERSONAL DATA

9.1. The Personal Data Processing Principles available within E-shop Photomate in section "*About us/Personal Data*" serve to explain the way, in which the Seller collects and handle personal data in relation to E-shop Photomate. By accepting the General Business Terms and Conditions the Purchaser confirms that he is aware of Personal Data Processing Principles as specified above.

10. CONTACT

10.1. Unless agree otherwise, all communication related to Purchase agreements, the E-shop Photomate, and these General Business Terms and Conditions is conducted through the following contacts: PHOTOMATE s.r.o., Prokišova 356/7, České Budějovice 6, 370 01 České Budějovice, e-mail: eshop@photomate.eu.

11. OTHER PROVISION

11.1. **Liability of the Purchaser.** The Purchaser is liable for any damages which occur to Photomate in relation with Purchaser's breach of any Purchase agreement or these General Business Terms and Conditions.

11.2. **Pre-contractual liability.** By accepting these General Business Terms and Conditions, the Purchaser confirms that he is aware that Photomate may negotiate about conclusion of the Purchase Agreement without any limitation and is not responsible for not concluding it, thus the pre-contractual liability of Photomate is excluded.

11.3. **Confidentiality.** The Purchaser undertakes to keep confidential and protect from disclosure all confidential information obtained from the Seller in connection with these General Business Terms and Conditions, E-shop Photomate or any Purchase Order unless otherwise expressly authorized by the Seller in written or unless otherwise required by applicable law or regulation. The Purchaser shall use such confidential information only for its performance of purchase of goods from the Seller.

11.4. **Severability.** Should any provision in these General Business Terms and Conditions become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions of these General Business Terms and Conditions shall not be affected thereby. In such case the other provisions will be interpreted as if respective invalid, illegal or unenforceable provision is not included in these General Business Terms and Conditions.

11.5. **Change of General Business Terms and Conditions.** Photomate is entitled to unilaterally modify these General Business Terms and Conditions, in particular in order to improve the user account or the services provided for the Purchaser. In such a case, Photomate will notify the Purchaser of any change in these General Business Terms and Conditions in writing, via the user account, or by e-mail. For the avoidance of any doubts each Purchase agreement is governed by the General Business Terms and Conditions which are valid by the date of its conclusion. In case the Purchaser will not accept change of General Business Terms and Conditions through Purchaser's user account in 15 days from the date of receiving such notification, the Seller is authorized to

block ordering goods by the Purchaser within E-shop Photomate and cancel Purchaser's user account.

- 11.6. **Entirety of covenants.** These General Business Terms and Conditions, Warranty and Personal Data Processing Principles constitute the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, representations and correspondence between them regarding the material contractual provisions, whether oral or written.
- 11.7. **Set-off of receivables.** Photomate is entitled to unilaterally set-off of its receivables against any receivables of the Purchaser.
- 11.8. **Settlement of disputes.** Any dispute, controversy or claim arising out of or in relation to these General Business Terms and Conditions or Purchase agreement, including the validity, invalidity, breach or termination thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce according to its Rules by three arbitrators. The seat of the arbitration shall be in Czech Republic, Prague. The arbitral proceedings shall be conducted in English. The award rendered by the Arbitration court shall be final and binding upon both Parties
- 11.9. **Governing laws.** These General Business Terms and Conditions, its terms, as well as the interpretation and exercise of the rights and obligations of the Seller and Purchaser are governed by the laws of Czech Republic, with the exception of the rules of its conflict of laws, as well as the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG) and any other unified law.
- 11.10. **Miscellaneous.** Headings herein are for ease reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.
- 11.11. **Effectiveness.** These General Business Terms and Conditions take effect on 1. 5. 2021.

PHOTOMATE s.r.o.