



DataVision s.r.o.

# GENERAL TERMS AND CONDITIONS

for the supply of Systems and/or Services  
as at January 2023, v1.0

Confidentiality: Internal



## 1. Scope of the terms and conditions

1.1 These general terms and conditions regulate all the relationships between DataVision s.r.o. (the “Supplier” or “DataVision”) and the purchaser (the “Customer”) unless they are expressly waived by specific provisions that DataVision will accept in writing.

## 2. Type and use of the products sold

2.1 The systems sold by DataVision shall be used only exclusively for the purposes specified by the original manufacturers. The Customer shall comply with the products, systems and/or services specifications given by the manufacturer or by the supplier.

2.3 The systems are subject to third party rights including but not limited to licenses, copyrights, patents; the Customer shall comply with these rights.

2.4 The Customer shall hold harmless and release DataVision and the system manufacturers, to the fullest extent permitted under the governing laws, from any liability, damage, costs, or expenses arising from the Customer’s failure to comply with the provisions of this Article.

## 3. Orders

3.1 Every order must be sent to the email address **sales@datavision.software**. Any purchase condition or clause in the Customer’s order contrasting with these Terms and Conditions shall have no effect if it is not accepted in writing by DataVision.

## 4. Contract completion

4.1 An offer issued by DataVision is valid for 60 days, unless otherwise stated in the offer. The offer is not a contract proposal under the Code 89/2012 - Czech Civil Code and therefore it is never binding for DataVision, as it only confirms DataVision’s availability to supply the system and the prices. Therefore, the offer is revocable at any time before the completion of the contract and is subject to possible changes.

4.2 The text of the offer will include: i) the description of the system; ii) prices, terms and conditions of payment of the products and services included in the offer; iii) any specific sales conditions or provisions applicable to the system even notwithstanding the general terms and conditions of sale.

4.3 When answering to any order, DataVision, at its discretion, will issue an order confirmation in writing. Any possible information and/or data on the features and/or technical specifications of the products contained in the price lists and/or similar documents shall not be binding for DataVision.

## 5. Prices

5.1 Sales prices are intended before VAT and do not comprise taxes, custom duties, transportation fees or any other expenses or commissions, unless specifically stated in the offer.

5.2 The prices listed by DataVision in the offer or in the order confirmation may vary in case of sudden and exceptional price increases by the manufacturer due to changed market conditions.

## 6. Delivery and shipping

6.1 Unless otherwise agreed, DataVision will deliver the systems sold to contracted carriers; the systems are sold with EXW Customer Incoterms 2020, unless stated otherwise in the order.

6.2 The delivery note of the products ordered by the Customer will state clearly: i) the references of the order; ii) the systems' identification code assigned by DataVision; iii) the amount and type of systems delivered; iv) the current conditions of the systems delivered, including a description of damage, if any.

6.3 The delivery terms, as indicated by DataVision, are just indicative terms and not warranties. The delivery terms are conditional upon the fact that they are available from DataVision's suppliers and that the Customer has duly paid any due amounts related to previous deliveries. DataVision will not be liable for any possible damage, or any other penalty caused by a delayed delivery.

6.4 DataVision reserves the right to deliver only parts of the ordered systems and to issue the related invoices to be paid in the terms agreed upon. If DataVision delivers a lower number of systems than the ordered one, the Customer shall still accept the delivery and pay the systems that have been delivered.

6.5 The Customer is not allowed to suspend or delay the payment due to any claim or dispute.

6.6 Should DataVision process an order after the agreed delivery terms, the Customer will not be entitled to terminate the contract or to move claims to obtain damages compensation and/or other penalties.

6.7 Should DataVision deliver the systems ordered after the agreed delivery terms, the Customer will not be entitled to terminate the contract or to move claims to obtain damages compensation and/or other penalties.

6.8 The risk is transferred to the Customer when the systems are made available at the place of delivery indicated by the Customer. DataVision cannot be held liable for any damages or any penalty resulting from delayed delivery.

## 7. Services

7.1 For the services provided by DataVision on the Customer's site, for instance mounting activities, commissioning, etc., the Customer must notify DataVision of any obvious faults and defects in the services provided by DataVision or by any sub-contractors in writing at the latest a period of eight (7) days from performance of the service; instead hidden defects must be notified within eight (7) days from their discovery, however no later than one (1) year after performance of the services. Any faults or defects notified thereafter may not be considered. DataVision is entitled to immediately repair any defects in the services which are notified.

## 8. Acceptance tests

8.1 The overall performance of DataVision will be accepted by the customer immediately after performance of those systems and/or services (final acceptance). Where possible, partial acceptance of the installation may be agreed with DataVision. In this case, individual parts of performance must be accepted immediately after their execution prior to the completion of the overall performance (partial acceptances). Therefore, in case of parts of performance, they will be accepted in the form of partial acceptances, while the acceptance of the last part of performance will cause the final acceptance.

In any case, the final acceptance test must be carried out no later than fifteen (15) days after the end Installation & Commissioning work of DataVision and no later than three (3) months after the delivery of the systems and/or services. In the event of failure, to respect the above deadlines, the systems will be considered automatically accepted by the Customer without any possible request of tests execution. However, the Customer is required to sign the acceptance test reports upon successful completion.

If a formal acceptance test is not possible or the Customer does not allow it to be executed, but if the respective system is used in a manner consistent with the specification, the acceptance in respect of this system will be deemed to have taken place. If the final acceptance is delayed for reasons not attributable to DataVision, the final acceptance will be deemed to have taken place three (3) months from the date of delivery at the latest.

## 9. Technical changes

9.1 DataVision reserves the right to make changes to the software and/or hardware that improve the product features or at least do not impair them.

## 10. Payment conditions

10.1 The Customer agrees to adhere to a thirty (30) day payment term from the date of the invoice. All invoices are due and payable within this period. Failure to remit payment within the specified timeframe may result in additional charges, suspension of service, or other remedies as allowed by law. It is the responsibility of the Customer to ensure timely payment in order to maintain uninterrupted use of the systems and services provided by the Supplier. All invoices shall be paid at DataVision s.r.o., Slinková 589/2, Praha 5, 150 00, Czech Republic, within the terms and with the agreed formalities, regardless of any issue occurred during the warranty period or the need for any tests.

10.2 Customers issuing an order to DataVision for the first time may be required to perform an advance payment via bank transfer.

10.3 Any claims related to invoices shall be sent via registered letter to DataVision within 8 days from receipt of the invoice. Failure to do so shall imply that the claims will not be considered, and the invoices will be deemed accepted without any claim.

10.4 In case of delayed payment of late payment interests shall be charged according to the code Nr. 89/2012 – Civil Code of the Czech Republic.

10.5 No discounts shall apply unless expressly confirmed and authorized by DataVision. In lack of a written agreement with DataVision, the Customer is not authorized to set off or deduct any amount (e.g. advanced payments or in case of alleged product defects).

10.6 If DataVision has reasons to believe that the Customer will not be able and/or will not intend to pay the systems and/or services within the agreed term, it may ask the client to provide adequate warranties before delivering the systems and or/services.

10.7 Under no circumstances shall the Customer be allowed to stop or delay the payment of the price of the delivered systems and/or services.

## 11. Suspension of the deliveries and termination of the contract

11.1 DataVision may suspend the delivery or completion of the system if the Customer fails to perform even a single payment within the terms agreed upon, or if the Customer fails to perform any other agreements or, in general, any other obligation.

11.2 After the completion of each single sales agreement, should the financial and/or economic situation of the Customer change (e.g. existence of debt enforcement proceedings, judicial or voluntary wind-up, or failure to pay or delay in payments) without prejudice for the provisions in the previous paragraph, the customer shall no longer be entitled to pay in instalments and within a term agreed. DataVision will be entitled to terminate each single contract without notice, and to request the payment of all the outstanding invoices and of the invoices that will become due in the future, by sending a registered letter to the Customer.

11.3 The payment terms as indicated in the invoice are essential, in favor of DataVision, and peremptory.

## 12. Cancellation and rescheduling of orders

12.1 Any cancellation of orders or any reduction of the order must be authorized in advance by DataVision.

12.2 Regarding orders with scheduled deliveries, DataVision's written agreement is required to reschedule the shipment. DataVision reserves the right, in its sole discretion, not to accept the Customer's request. In any case, the rescheduling of an order will not be possible without at least a 30-day notice from the earliest deadline. DataVision is entitled to charge an amount up to 1% of the value of the unused products per month as a compensation for the associated costs.

12.3 If the planned dates of Installation & Commissioning are changed, DataVision reserves the right to reprogram the activities according to the availability of its employees assigned to the systems delivery.

12.4. In any case, regarding special, customized, or custom products, systems and/or services of high value, including products to be assembled in special kits, no total or partial cancellation request will be accepted for any reason whatsoever.

## 13. Performance

13.1 DataVision's performance, even partial, of an order or of any other service to the Customer is not construed to imply and shall not imply any implied or implicit acceptance of Customer's terms and conditions, unless such terms and conditions were signed by DataVision's authorized representative.

13.2 DataVision's failure to challenge any kind of document, notice or act of the Customer shall not be considered a waiver of any right or of any provision of these Terms and Conditions.

## 14. Warranty

### 14.1 Warranty for hardware

The warranty period for systems is twenty-four (24) months from the date of final acceptance, however no longer than twenty-seven (27) months from the date of its delivery. In the event of a defect or malfunctioning covered by warranty, at its own choice, DataVision may decide whether to remedy the defect by repairing the product or parts of the system affected by the problem, otherwise replace the product, or deliver the performance again. However, the warranty does not cover either wear parts (for instance filters, fuses, etc.) or the travel costs of the technicians for any interventions at the site where the system is installed and in addition the costs related to on-site activity carried out by the technicians and the assembly and disassembly of the system or any components. This warranty is valid only if the components are used in accordance with the provisions of DataVision, as well as by the original manufacturer and it will operate only if the Customer has not tampered with and/or damaged what provided by DataVision.

### 14.2 Warranty for software

DataVision provides a standard warranty on the software systems supplied, valid for a period of one (1) year from the date of delivery to the Customer. This warranty covers any software defects and malfunctions under normal use conditions. During this period, DataVision commits to provide necessary updates and fixes at no additional charge to the Customer. This warranty does not cover issues arising from modifications, misuse, or failure to comply with software guidelines as provided by DataVision. Any such alterations or non-compliant usage may void the warranty.

14.3 DataVision does not grant any other possible warranty, either expressed or implicit, such as merchantability, suitability for the purpose or non-violation warranties.

14.4 Possible defects of the products and/or systems must be promptly notified in writing, in any case not later than 8 days from the date of the receipt of the products or from the date the fault (if latent) was discovered.

14.5 In case of ascertained and promptly notified faults, defects, or non-compliance with the quality standards of the products, DataVision shall solely and exclusively repair or re-credit, in its own discretion, the faulty products, excluding, to the maximum extent permitted the law, any different and additional direct, indirect, or consequential damage liability to the Customer or third parties.

14.6 In case of replacement or repair of one component, a new period of warranty of 12 months will begin. This warranty will cover only the replaced or fixed components.

14.7 Samples, prototypes and products in development are delivered by DataVision and accepted by the Customer, "AS IS", without any warranty, unless otherwise stated in the price quotation.

## 15. Product compliance and information

15.1 DataVision provides its Customers with information on the system as received by the manufacturers: such information is not an integral part of right of property on the products. Therefore, the conformity of the products is limited to what was declared by the manufacturer. DataVision does not grant in any possible way the accuracy or completeness of the information on the products and does not grant that the information available to its Customers is current, accurate and complete; this information may be modified at any time and should not be intended as a substitution of official information issued by the manufacturers of the goods marketed by DataVision.

15.2 DataVision advises its Customer to always check the product information before using the product and before taking action based on the information on the product. All product information is subject to changes without notice.

15.3 Under no circumstances shall DataVision be liable for damages that may occur to the Customers or any third party because of product information.

## 16. Rights of use for software and documentation

16.1 DataVision grants the customer a non-exclusive and non-transferable right of use without limitation in time for the software and documentation delivered. This right of use refers exclusively to the intended purpose of use under the contract. For standard software bought by DataVision from third parties, the customer accepts the original license conditions of the third party.

## 17. Force majeure

17.1 Except for the cases of gross negligence, DataVision will not be liable, for lack of performance of any single contract and/or for any possible delay in the performance of its obligations, and the Customer is not entitled to seek termination of the contract and/or damages if the non-performance arises from:

- A) reasons that cannot be reasonably ascribed to DataVision,
- b) the need to comply with the law, regulations, orders, acts or requests from the government, from administrative, civil or military bodies or from bodies depending on the latter;
- c) actions or omissions of the Customer and/or from force majeure causes including but not limited to fires, floods, adverse weather conditions, strikes or similar events, lockouts, closures or modification of manufacturing plants, embargoes, wars, riots, transportation delays or deficiencies, impossibility to obtain the products to be delivered from international suppliers in compliance with the delivery terms agreed upon, or other similar causes.

17.2 If delivery periods or dates cannot be met due to disruptions (whether government actions or restrictions, regional restrictions, supply shortages or the like) beyond the reasonable control of DataVision caused by the outbreak of COVID-19 in any country, the deadlines for performance by DataVision will be extended until compliance can be achieved. DataVision shall not be liable for any loss, costs or damages resulting from such extension.



## 18. Limitation of Liability

DataVision's liability for damages under this agreement, regardless of the legal cause, shall be limited to the total price to be paid to DataVision hereunder. In no event shall DataVision be liable for consequential or indirect damages, including but not limited to loss of profit, loss of production, etc. No limitation or exclusion of liability shall apply in cases of gross negligence or intent, in cases of bodily injury or death or where mandatory law does not allow any limitation of liability. Any indemnification obligation of the Supplier hereunder shall be limited accordingly.

## 19. Export control

The Parties undertake to comply with the export control regulations and foreign trade law of the Czech Republic, of the European Union, and with all other applicable national and international export control regulations and foreign trade laws. All business transactions are made with the reservation that each business transaction, in terms of its content and the natural persons and entities directly or indirectly involved in it, must be permitted according to all the regulations. If a business transaction requires a license, DataVision is entitled to delay the performance until an export license has been obtained or to withdraw in whole or in part from this contract. In such cases, DataVision shall not be held liable for delayed performance or non-performance. Insofar as it is required or useful for export control purposes by authorities or DataVision, the Customer shall provide without delay all the information requested but not limited to, information about the end user, destination, and intended end-use. The Customer also undertakes not to use, offer for sale or sell for use in weapons and/or weapons systems any items (goods, software and technology) made available by DataVision. If the Customer violates any of these obligations in this section X and/or if a business transaction is prohibited in whole or in part, DataVision is entitled to terminate this contract or to withdraw in whole or in part for good cause without observing the statutory period of notice. All claims against the Customer remain unaffected.

## 20. Title – Set-off right

20.1 The Customer is not entitled to any lien on the system's components supplied by DataVision and cannot set off any payable with any receivable from DataVision.

## 21. Confidentiality

21.1 The Customer undertakes not to use or reveal, disseminate and/or disclose to third parties, directly or indirectly, through a third person, organization, or company, by any means and in any way, the news and/or information, objectively and subjectively confidential, of which the Customer has become aware because of and/or in the performance of a previous or ongoing contract with DataVision.

## 22. Privacy information regarding the protection of personal data

22.1 Pursuant to and for the purposes of the provisions of current legislation on the protection of personal data, DataVision guarantees that the personal data processed by DataVision and owned by the Customer will be kept and controlled adopting suitable and preventive security measures, so as to minimize, also in relation to the nature of the data and the specific characteristics of the processing, the risks of destruction, loss or disclosure, even accidental, of these data, unauthorized access or processing of these data that is not permitted or does not comply with the purposes of their collection.

## 23. Jurisdiction and venue

23.1 These General Terms and Conditions of Sale, as well as each single sales agreement between the Customer and DataVision, are governed by the Czech law.

## 24. Changes

24.1 Any amendment to these General Terms and Conditions of Sale will be void unless executed in writing and expressly approved by DataVision.

24.2 Should any of the provisions in these General Terms and Conditions of Sale be considered void, the validity of the General Terms and Conditions of Sale shall remain unaffected.

## 25. Communication

25.1 Any communication from one party to the other related to these General Terms and Conditions of Sale shall be sent in writing (delivered directly, via e-mail or mail) to each party's registered office, where each of them has hereby elected its address for service.

In \_\_\_\_\_

Customer signature \_\_\_\_\_