General Terms and Conditions of 2N TELEKOMUNIKACE a.s.

(Hereinafter referred to as „GTC“)

1. General Terms

1.1 The GTC regulate relationships connected with the sale of goods and the provision of services as rendered by 2N TELEKOMUNIKACE a.s., Id. No. 26183960, Tax Id. No. CZ26183960, seated in the Czech Republic at Prague 4, Modřanská 621/72, Zip Code 143 01, registered in the Commercial Register administered by the City Court in Prague, Section B, Insert 6613 or by any affiliate of 2N TELEKOMUNIKACE a.s. (hereinafter referred to as “2N”) to the customers (hereinafter referred to as “Customers”). The GTC are binding for any business relationships of 2N and the Customers. In the case of discrepancies between the GTC and a Purchase Contract entered into between 2N and the Customers, the Purchase Contract terms shall prevail. Any other business terms and conditions of the Customer as may be set forth in any order of the Customer or may be included by any reference are not legally binding on 2N and the Customer unless 2N accepted those terms in writing beforehand.

1.2. For the purposes hereof the “Goods” or “Services” shall mean any products and goods and services as offered by 2N to the Customers. For the purposes hereof a “Purchase Contract” as per the Services shall mean a contract for the rendering of the Services and “Purchase Price” as per the Services shall mean a price for the rendering of the Services.

1.3 The offer of 2N is binding on 2N for seven days from the publishing, delivery or notification thereof to the Customer, unless the offer sets forth otherwise.

2. Execution of the Purchase Contract:

2.1 The Customer may order the Goods and Services in writing and also via e-mails. Any order of the Customer shall include the identification of the Customer, the specification of the ordered Goods / Services, price for the Goods / Services (without VAT), place and time of delivery.

2.2. In the case the Customer decides for an e-mail order, the order shall be sent to a valid 2N e-mail address.

2.3. A written order of the Customer delivered to 2N or an e-mail order delivered to a 2N e-mail address shall always be indefeasibly and fully binding on the Customer.

2.4. The Purchase Contract is executed by a written or e-mail acceptance of the order of the Customer by 2N. 2N may accept or deny any order of the Customer subject to its own discretion. The Customer shall not be entitled to compensation of damages, if any, in the case the order is not accepted by 2N at any time. In the case 2N proposes any change of the order of the Customer, the Purchase Contract is executed by the acceptance of the Customer of the change of the order in writing or via e-mail sent to a valid 2N e-mail address.

2.5 In the case the parties agree upon any e-mail domain of the Customer to be used by the Customer for the communication with 2N, any e-mail sent from such domain is indefeasibly and fully binding on the Customer regardless of the author or the sender of the e-mail.

3. Purchase Price and Payment Terms

3.1 The Purchase Price agreed in the Purchase Contract is fixed and cannot be changed without an agreement (in writing or e-mail) of 2N and the Customer, unless the Purchase Contract sets forth otherwise. Purchase Price agreed for certain period of time will be valid also after the expiry of such period unless 2N sets forth otherwise. Unless the Purchase Contract includes the Purchase Price, the
Purchase Price shall be determined according to valid price list of 2N – effective at the time of the execution of the Purchase Contract. Purchase Price does not include VAT, VAT shall be added according to applicable legal regulations.

The Customer shall obtain on own risk and expense any import licence, taxes or other official authorisation and carry out all customs formalities for the importation of Goods / Services. 2N shall ensure transport of the Goods / Services, and insurance, unless these GTC or the Purchase Contract set forth otherwise. However the costs of transport and insurance shall be borne by the Customer. 2N shall pay and bear costs of standard packaging. In the event the Purchase Contract does not include an agreement on the amount of transport costs, 2N shall ensure transport for the price according to a price list of the carrier ensured by 2N valid at the time of the sending of the Goods to the Customer. In the event the price list does not exist, the costs of transport shall be paid in a sum that is usual at the time of the sending of the Goods taking in view a manner, time, period and subject of the transport.

3.2. The Customer shall pay the Purchase Price prior to the delivery of the Goods / Services (hereinafter referred to as “Advance Payment”) via a banking transfer to the bank account of 2N as set forth in the Purchase Contract or in the invoice of 2N, unless the Purchase Contract sets forth otherwise.

3.3. The invoice of 2N charging the Advance Payment is due prior to the delivery of the Goods / Services, however by 14 days of the date of issue thereof at the latest, unless the invoice determines any other due date or unless the Purchase Contract sets forth otherwise. In the case of default of the Customer with payment, 2N shall not be obliged to deliver the Goods / Services and/or suspend the delivery or extend the delivery time, at the sole discretion of 2N.

3.4 An invoice of 2N issued after the delivery of the Goods / Services is due in 14 days of the date of issue or in other payment term as set forth in the invoice.

3.5. In the case of a banking transfer the payment is regarded to be paid at the time the payment is credited to the account of 2N as set forth in the Purchase Contract or in the invoice of 2N.

3.6. Default with payment of the Purchase Price that exceeds 14 days shall be regarded to be a material breach of the Purchase Contract by the Customer giving a right to 2N to cancel any contract with the Customer by withdrawal and/or to suspend any performance of 2N according to any contract between the Customer and 2N.

3.7. In the case of delay with payment the Customer shall pay 2N a delay interest of 0.07% of the overdue sum for any (initiated) day of delay.

3.8. Payment will be counted first to interest and then to principal of sum.

3.9. The Customer shall pay any sums in full, even if the Customer is obliged to pay withholding and other similar taxes and deductions from the charged sum. The Customer shall be responsible to the relevant authority for withholding taxes/deductions.

4. Delivery Terms - Time and Place of the Delivery

4.1. Unless the Purchase Contract sets forth otherwise, the place of delivery shall be at the premises of 2N or at any other place determined by 2N. If the Purchase Contract sets forth a shipment of Goods or rendering of Services at the place of destination, the place of destination of the Goods / Services shall be specified on the invoice as a delivery address. 2N and Customer shall be in compliance with the delivery condition CPT INCOTERMS 2010, unless the Purchase Contract or these
GTC set forth otherwise. Transport costs are not included in Purchase Price and shall be invoiced by 2N to the Customer.

4.2. 2N shall deliver the Goods / Services in a term as agreed in the Purchase Contract, however in 1 business day after the payment of the Purchase Price at the earliest in accordance with Clause 3 above, unless the nature of Goods or Services require any reasonably later term or unless the Purchase Contract sets forth otherwise.

Unless the Purchase contract sets forth otherwise, 2N shall deliver the Goods / Services in 14 business days after the payment of the Purchase Price at the latest in accordance with Clause 3 above. Partial delivery of Goods / Services is permitted.

4.3. Goods are regarded to be delivered at the time the Customer may handle with the Goods at the agreed place of delivery according to the Purchase Contract and the GTC. The Customer shall take over the goods without any delay upon the delivery.

4.4. In the case of default of the Customer with the take-over of the goods, the Customer shall pay 2N any reasonable costs expended by 2N due to the default of the Customer (in particular costs of depositing the Goods). The Goods will not be handed over to the Customer until the Customer pays such costs. In the case of default with the take-over exceeding seven days 2N may cancel the Purchase Contract by withdrawal.

4.5. In the case of default of 2N with delivery of the Goods / Services 2N shall be obliged to notify the Customer of a substitute delivery term, such notification shall be made without undue delay in two business days after the agreed delivery term at the latest. In the case 2N is in delay with performance also in this substitute term for more than seven business days the Customer may cancel the Purchase Contract by withdrawal.

5. Ownership and Transfer of Risk of Damage, Transport, Insurance

5.1. The Customer shall become the owner of the Goods upon due and full payment of the Purchase Price. The risk of damages passes to the Customer once the Goods are handed over to the first carrier thereof, or by the take-over of the Goods in the case of personal pick-up of the Goods by the Customer at the premises of 2N.

5.2 In the case 2N shall arrange for the transport according to the Purchase Contract the Customer shall bear any risks connected with the transport.

5.3 2N shall arrange for insurance of the Goods if transported. Insurance is not included in the Purchase Price and shall be invoiced to the Customer.

6. Warranty Terms and Liability for Damages

6.1. The warranty terms are set forth in the Complaint and Service Rules of 2N, which is an integral part hereof.

7. Liability for damages

7.1. 2N shall not be liable for damages in cases regulated by applicable laws and also in the case damages are caused by external circumstance without a fault of 2N or persons used by 2N for the performance of 2N obligations. In particular 2N shall not be liable for damages arisen as a result of mechanical wear and tear, incorrect storing, use or maintenance, improper installation, vandalism, theft, acts of third parties, overstrain, floods, fire, acts of God or any other similar circumstances.

7.2. 2N shall be liable only for real damages incurred by the Customer by a proven and faulted breach of 2N obligations. Total liability of 2N for any and all damages incurred by the Customer is limited up
to 30% of the amount of the Purchase Price (without VAT) according to the Purchase Contract in the connection with which the damage incurred. 2N shall neither be liable for indirect damages nor for loss of profit, subsequent damages, decrease of revenue, suspension or collapse of undertaking, loss or damage of credibility, goodwill or information, nor for any other losses or damages.

7.3. Circumstance excluding liability of 2N shall be taken into account regardless of when they turn up.

8. Intellectual property rights

8.1. 2N shall own and keep any and all rights, claims, titles and shares of any and all patents, trademarks, industrial and/or utility designs, copyrights, trade secrets, know-how, business name and other intellectual and industrial property rights connected with the Goods and/or Services rendered by 2N (hereinafter referred to as “IPR”). Sale of the Goods or Services shall neither establish nor grant any license to use any IPR and the Customer shall not use any IPR without prior written consent of 2N. In the case such prior written consent is given by 2N or a written agreement on use of IPR is executed the use of IPR shall be strictly limited only to the use according to the terms and conditions of such consent / agreement. The consent / agreement shall in no case be interpreted as a right to use IPR in any other manner not expressly mentioned in the consent / agreement. No one can deduce nor apply any verbal consent/ agreement, the only valid form of the consent / agreement to use IPR is a written form. No omission of 2N in the case of breach of IPR shall be interpreted as a consent or acceptance of 2N of any such use or as a waiver or limitation of 2N rights. In the case of unauthorized use of any IPR the Customer shall immediately stop using such IPR. Furthermore the Customer shall compensate 2N for any and all damages and pay 2N any and all unjustified enrichment and reasonable satisfaction. 2N shall be entitled to ask the court to issue any preliminary injunction prohibiting the Customer from any use of IPR.

9. Confidential Information

9.1. In the case 2N or the Customer provide each other with any information marked as confidential or which may be regarded as confidential due to the nature of the information, the information must not be used in a manner which is contrary to the purpose for which the information was rendered and the information may neither be shared with nor made available to a third party without prior written consent (also e-mail form is accepted) of the other party.


10.1. The GTC and the Purchase Contracts shall be governed by laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code as amended. The GTC enter into effect on January 1, 2015.

10.2. The GTC shall apply to any business relationships of 2N and the Customer and shall be an integral part of the Purchase Contracts.

10.3 In the case any provisions hereof is or becomes invalid or ineffective, other provisions are not affected thereby and shall fully remain in effect.

10.4 Prescription term for any claim of the Customer vis-à-vis 2N shall be one year. Prescription term for any claim of 2N vis-à-vis the Customer shall be five years.

10.5. The Customer shall bear risk of material change of circumstances on the part of the Customer in accordance with Section 1765 of the Act No. 89/2012 Coll., the Civil Code, as amended.

10.6. 2N may extend the term of its performance in the case of circumstances, which can neither be anticipated by 2N at the execution of the Purchase Contract nor overcome by 2N once arisen and which are beyond reasonable control of 2N or arose independently of the will of 2N and which
prevent 2N from due performance of its contractual obligations. The extension shall not exceed the term of duration of the circumstances. In the case of circumstances excluding liability 2N shall be entitled to cancel the Purchase Contract by withdrawal and the Customer shall not be entitled to claim damages. In the case of such circumstance the Customer is entitled to ask 2N to inform the Customer whether 2N will cancel the Purchase Contract by withdrawal or whether 2N will perform in an adequate additional term. Unless 2N replies in five business days of the inquiry of the Customer, the Customer may cancel the Purchase Contract by withdrawal. Partial performance rendered by 2N by that time cannot be rejected by the Customer and the Customer may not cancel the Purchase Contract in the part of such partial performance.

10.7. 2N may unilaterally change the GTC in accordance with Section 1752 of the Act No. 89/2012 Coll., the Civil Code as amended. New version of the GTC will be published on www.2n.cz at least one month prior to the effect of the change hereof. The Customer may deny the change in one month term upon the intended effect of the change. In the case the denial is delivered to 2N in the said one month term, the relationship between 2N and the Customer shall be governed by the version of the GTC applicable prior to the denial of the intended change.

10.8. The Customer shall neither be entitled to assign nor to transfer any of its rights and obligations hereunder without prior written consent of 2N. 2N may assign and/or transfer any of its rights and obligations hereunder.

10.9. The Customer may not set off any of its receivables vis-à-vis 2N against receivables of 2N vis-à-vis the Customer.

10.10. Any disputes arising of the GTC and/or Purchase Contracts or in the connection therewith shall be decided with final effect by the Arbitration Court with the Industrial Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic according to the Rules of the said Court by three arbitrators. The venue shall be Prague. The language of the proceedings shall be English.

10.11. Agreement of the United Nations on Agreements on International Purchase of Goods shall apply neither to the GTC nor to the Purchase Contracts.