

ALEF TERMS AND CONDITIONS

1. Definitions

1.1 Terms and Conditions

The Terms and Conditions describe normal business cooperation between the Buyer and the Seller, laying down binding rules governing relationships between the Buyer and the Seller in connection with the sale of goods and provision of services by the Seller to the Buyer. The Terms and Conditions also apply to relationships established under other contracts, which so expressly stipulate.

All matters not expressly regulated hereunder shall be governed by the relevant provisions of the Civil Code. The Terms and Conditions, as amended, may be consulted on the Seller's website (www.alef.com).

The Seller may amend the Terms and Conditions from time to time. The Seller shall notify the Buyer of any changes to the Terms and Conditions by publishing the amended text on their website. The amended Terms and Conditions shall come into force the 15th day after the publication. The Buyer shall review the amended text of the Terms and Conditions.

1.2 Specific Contract

Each confirmation of acceptance of goods or services in the form of a confirmation of a delivery note, handover report, transport note, or invoice shall constitute confirmation of the formation of a specific contract based on the Buyer's order within the meaning of these Terms and Conditions. The Seller may reject the Buyer's order for goods or services.

1.3 Seller's contact address

Offices and warehouse (establishment):

- Pernerova 691/42, Praha 8 - Karlín, Postcode 186 00
- Tel. 225 090 XXX
 - final three digits for Primary Contact – (see point
 - **Seller's Contact**)
 - final three-digit 111 switchboard operator
 - end three digits 112 fax

1.4 Seller's working hours

Offices	9.00 am-5.00 pm Mon - Fri
Warehouse – reception	8.30 am – 4.00 pm Mo - Fri

1.5 Seller's contact

The Buyer is assigned a Primary Contact – a staff member of the Seller's sales department. The name, telephone number and e-mail address of the Primary Contact is also provided on the Seller's B2B portal (www.alef.com). The task of the Primary Contact is to address the Buyer's requirements in all commercial matters between the Buyer and the Seller. The Primary Contact will be selected taking into account the Buyer's area of interest in order to address frequent requests with the maximum possible amount of knowledge in the area concerned. In specific situations, the Buyer may contact the Seller's finance department (credit controlling) or the logistics department. The Buyer may request a change of the Primary Contact. As part of ongoing improvement to customer service, telephone calls can be recorded.

1.6 Partner prices

Partner prices are the current prices applicable to the Buyer. The prices correspond to the current purchasing conditions, the Seller's inventory situation and the magnitude of the business cooperation between the Seller and the Buyer.

The Seller reserves the right to revise the partner prices. The partner prices specified in the Buyer's orders that have been confirmed by the Seller are binding.

1.7 Financial terms

1.7.1 Payment

Date of payment denotes the date the amount paid by the Buyer is credited to the Seller's account.

1.7.2 Credit limit

Credit limit denotes the maximum amount of the Buyer's outstanding debts owed to the Seller. The credit limit shall be set by the Seller on the basis of the Buyer's credit rating. A credit limit may only be granted to a Buyer who has entered into a valid Business Cooperation Contract.

Drawing the credit limit denotes the emergence and continued existence of a specific debt owed by the Buyer to the Seller following the collection of goods or services or a debt existing under the terms of a contract or these Terms and Conditions.

Free portion of the credit limit (available credit limit) denotes the credit limit value reduced by all drawdowns.

Drawdown denotes

- the value of all outstanding invoices issued
- the value of all orders in the distribution process

1.7.3 Security on the Seller's claims against the Buyer

The Seller may demand security on the credit limit provided or on any specific business case using common securing instruments so as to minimise any risks of the Buyer becoming insolvent. The usual tools used by Seller are:

- assignment to the Seller of a claim the Buyer has against an entity clearly enjoying a favourable credit standing
- a per-aval bill of exchange guaranteed by a natural person or a legal entity clearly enjoying a favourable credit standing
- debt payment insurance

The credit standing of any entities shall be assessed by the Seller. In order to assess the creditworthiness of an entity, the Seller requires delivery of the company's economic results for the last completed reporting period (financial statements or audited financial statements) and the same documents as at the end of the last completed month (balance sheet and profit-and-loss account). The Seller hereby reserves the right to use the statements in communicating with the insurance company with which the Seller has taken out their debt payment insurance policy.

1.7.4 Payment term

The standard term for an issued invoice is:

- where no credit limit has been granted – advance payment
- where a credit limit has been granted – after a specific contract is concluded, the invoice payment term is 14 days after delivery

At the Buyer's request, the Seller may revise the payment term taking into account the Buyer's credit standing, their payment morale and the volume of trade realised between the parties.

1.7.5 Payment term extension

At the Buyer's request, the payment term may be extended once in relation to an individual business case, or a payment schedule may be agreed upon. In the event of a positive decision, interest is charged for the extended payment term at the pre-agreed rate along with the price for the products/services. The payment term extension must be agreed before the invoice is issued. After the invoice is issued, the payment term may not be changed.

1.7.6 Buyer's delay

If the Buyer pays an invoice after its due date, the Seller may charge, and the Buyer shall be obliged to pay late payment interest. Unless otherwise agreed between the Seller and the Buyer in writing, the late payment interest shall be 0.05



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% of the outstanding amount for each calendar day of the delay. The late payment interest invoice shall be issued retrospectively on a monthly basis if the payment of at least one invoice was late in the previous month. Failure to issue a late payment invoice shall not prevent the Seller from claiming the late payment interest in court.

1.8 Order forms

1.8.1 Order

Goods or services can be ordered:

- in person/over the phone with the Primary Contact. For orders placed in person/over the phone, the order must also be delivered in one of the following ways.
- via the Seller's B2B Portal (www.alef.com). For orders placed via the website, the Seller reserves the right to apply special discounts or to offer goods and services that are no available for orders placed via other channels.
- by sending an email to the Primary Contact e-mail address using the information provided on the Seller's website or to cz-sales@alef.com
- by fax at +420 225 090 112
- by surface mail at the Seller's office address (see point **Seller's Contact Address**)

Orders placed in this way must contain the following basic information:

- corporate name or name and surname of the Buyer
- Buyer's order reference number
- order issue date
- Buyer's contact person and email address
- requested place of delivery
- requested delivery method (partial or complete delivery) and delivery address
- ordered goods with codes of individual products and number of items
- selected service terms, if such have been agreed beyond the warranty service terms
- orders whereby the Buyer only orders service support must specify the type of service required and a list of items to be serviced including serial numbers
- orders whereby the Buyer orders other services must indicate the type of service, the place where the service will be rendered and the required date of completion

If the Buyer benefits from a special discount agreed with the Seller, this must be stated in the order along with the name of the employee who has granted the discount. If an order does not specify any special discount or if it is found that no discount has been granted, the Seller reserves the right to charge the goods using the price list, as in force.

If a contract has been concluded regarding services to be rendered in the form of a project, delivery of goods, service support or other services, the supplies shall be subject to the terms and conditions specified in such a contract.

1.8.2 Complete order

Based on the Buyer's request, the order can be defined as complete. In such a case, the goods are only shipped after all order items have been obtained in the required quantity. Otherwise, individual items are shipped on an ongoing basis depending on availability.

1.8.3 Backlog – goods on the road

Backlog summarises information on the expected delivery dates of the goods ordered by the Buyer. The Seller may, at the Buyer's request, send the information regularly in the form of a data file by e-mail.

1.9 Documents

1.9.1 Delivery note

The Seller shall issue a delivery note for each delivery of the goods and send it to the Buyer together with the goods. A delivery note shall indicate the quantity, type of goods supplied, the type and length of warranty and the serial number if registered for the item concerned. A delivery note must be sent along with the goods at all times. It is also available on the Seller's B2B portal.

1.9.2 Proof of availability of service support

For each service support rendered, the Seller shall issue a confirmation of availability, including the type, duration and date of making the service support available to the Buyer using the Seller's and their subcontractor's application tools intended for the receipt, recording and subsequent delivery of specific service requirements. The confirmation of availability of service support shall be sent to the Buyer along with the invoice.

1.9.3 Acceptance report

The Seller shall issue an acceptance report for each delivery of services, other than service support, whereby the Buyer shall confirm the date of completion of the services and the quality of the services rendered. Based on a signed acceptance report, an invoice shall be issued to the Buyer for the services; if the Buyer refuses to sign the acceptance report without a serious reason, the Seller shall have the right to issue an invoice for the services.

1.9.4 Invoice

An invoice is issued for the goods and services ordered by the Buyer from the Seller, with all statutory essentials, reference to the Buyer's order and name of the Primary Contact in its heading. The body of the invoice must contain an itemised and valued list of the goods or services purchased. The invoices are delivered to the Buyer by e-mail. The Buyer may also download the invoice in electronic format from the Seller's B2B portal.

1.9.5 Corrective fiscal receipt

A corrected fiscal receipt shall be issued to the Buyer if the Seller delivers incorrect goods or services, or if the delivery is defective or incomplete (see point **Returns of goods**).

A corrected fiscal receipt shall also be issued in the event of an additional price revision if a price higher than that specified in the agreed order is charged, provided that the conditions agreed in writing were met in advance.

The Buyer shall return a copy of the corrective fiscal receipt to the Seller with a signature and the date on which the Buyer received the receipt. The confirmed document is then necessary for VAT purposes.

2. Information

2.1 B2B portal – Seller's Web server

Alef B2B portal (accessible at www.alef.com) provides in particular:

- In the Customer section – basic information, delivery addresses, Buyer's contact persons
- In the Catalogue section – access to the basket and a quick order option. The Export menu allows sending the price list to an email address.
- In the Orders and Offers section – overview of orders placed, deliveries, invoices, payments and undelivered goods.
- In the Complaint section - monitoring the status of specific complaints
- In the Documents section - the option to download all documents such as invoices, delivery notes, corrective fiscal receipts, individually or collectively.
- In the Basket section – current ordering status of the basket and the ordering option
- In the Contacts section – information on how to contact the Website administrator in the event of any problems relating to the B2B portal

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By granting access to the B2B portal, each document (invoice, corrective fiscal receipt...) becomes accessible to the Buyer and the Buyer may therefore check the status of the document delivered to them in this way.

2.2 Buyer's access to the B2B portal

The Buyer may use the B2B portal for placing electronic orders for goods and services with the Seller. Secure access to the B2B Portal shall be granted to the Buyer's agreed responsible persons by the persons Primary Contact, who shall provide them with the handle and initial password for the B2B Portal, which the Buyer shall immediately change to their own password. The Buyer is responsible for ensuring that the persons concerned are authorised to order or find out information on the business relationships between the Buyer and the Seller using the B2B portal.

2.3 Over-the-phone information

Any and all information relating to goods or services, the prices thereof, availability, delivery times, complaint statuses and other information related to the mutual business relationship between the Seller and the Buyer may also be obtained by contacting the trader concerned - the Seller's Primary Person.

2.4 Promotional communications

The Seller may send promotional communications to the Buyer, including via email. Pursuant to Section 2(1)(e) of Act No. 40/1995 Coll., as amended, the promotional communications disseminated in this way shall not be regarded as unsolicited advertising, or advertising that results in expenses on the part of the Buyer or as advertising that inconveniences the Buyer. Pursuant to Section 7(2) of Act No. 480/2004 Coll., on certain information society services, as amended, the Buyer agrees to the use of its electronic contact for the purpose of disseminating the Seller's promotional communications.

2.5 Information on the Buyer

Information on the Buyer and Buyer's responsible staff members are indicated on the Seller's B2B Portal in the Customer – Basic Information section. The Buyer shall maintain the information up-to-date. The Buyer shall inform the Seller on any major changes, even if the latter are not indicated in the B2B portal section above.

2.6 Email contact

If the Buyer does not use the B2B portal in their business dealings with the Seller, the Buyer shall communicate to the Primary Contact the email address to which the Seller will automatically send documents and the Buyer shall report any changes to this address immediately.

3. Procedure to follow when purchasing goods

3.1 Enquiry – offer

For larger deliveries of goods and services in the form of a project, an individual offer may be developed, reflecting the Buyer's requirements to the maximum extent. Where justified, the Seller may charge a bid preparation fee. The fee must be approved by the Buyer in advance.

3.2 Order

3.2.1 Order

The Buyer shall place an order for the goods from the Seller using one of the procedures defined in the **Order Forms section**. Unless the order size exceeds

the minimum threshold for free-of-charge processing, the Seller shall charge the Buyer an amount of CZK 130 as a logistics services fee.

3.2.2 Order processing

Orders placed via the Seller's ordering system by 12.00 am on a business day shall be processed on the same day, orders received after that shall be processed on the following business day.

3.2.3 Order cancellation

If the Buyer is forced to cancel an order with the Seller, they must do so by fax, surface mail or email. In such a case, the Seller may charge the Buyer a fine equivalent to 30 % of the financial volume of the order if the cancellation occurs later than 10 days before the scheduled goods collection date confirmed in the order.

3.3 Goods delivery

Unless the Buyer and the Primary contact agree otherwise, the goods may be delivered divided into several specific deliveries depending on the availability of specific order items in the Seller's warehouse. By default, the Buyer only arranges delivery in the territory of the Czech Republic; the Seller may only arrange delivery to a place outside the above territory following a special agreement.

3.3.1 Delivery via carrier

Standard transport – The goods are delivered by a carrier by 6.00 pm on the second business day following dispatch from the Seller's warehouse, at the delivery address the Buyer has specified in the order.

Express delivery/ Delivery on the day of order placed – Goods are delivered by a carrier within 5 hours of the order placed provided that all items in the order are available in the Seller's warehouse and the order is placed in the Seller's ordering system between 8.00 am and 3.00 pm. This type of delivery may only be used in the city where the Seller has its registered office (Prague). The service is fee-based; the fee amount will be communicated to the Buyer by the Primary Contact on a case-by-case basis.

Transport to the end user – the goods are delivered by a carrier from the Seller's warehouse directly to the address of the end user as indicated by the Buyer in the order. The goods are delivered with a delivery note. This will reduce the time for the goods to be delivered to the end user and facilitate the handling of the goods. The service may be combined with the types of transport offered.

Personal pick-up – the goods may also be collected by the Buyer in person. A personal pick-up request must be communicated to the Primary contract in advance.

The Buyer's order must specify one of the above delivery methods.

3.3.2 Delivery suspension

The Seller reserves the right to suspend delivery of the Goods to the Buyer if the latter does not operate a an available credit limit sufficient for the delivery in question to be shipped and in the event that the invoices are more than 7 calendar days overdue.

3.3.3 Delivery takeover

The Buyer shall check the delivery status.

Upon acceptance of the delivery from the carrier, the Buyer shall check the details indicated on the delivery note. If the information does not match the facts, the goods' original packaging is broken or the Seller's original adhesive tape on the packaging is broken, the Buyer shall include this as a remark in the carrier's transport note or reject the delivery as a whole.

The Buyer shall then also check the material content of the shipment according to the attached delivery note. **At the Buyer's request, the carrier's driver shall assist the Buyer in taking the shipment over according to the Seller's delivery note.** If the contents of the shipment do not match to the delivery note, the Buyer shall indicate in the transport note or in an annex thereto the differences

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compared to the delivery note and have this fact confirmed by the carrier. If the Carrier refuses to confirm, the Buyer shall refuse the delivery as a whole.

3.4 Acquisition of ownership title in the goods and risk of damage to the goods

If the Seller delivers the Goods via a carrier, the Buyer shall acquire the title in the goods after the Seller transmits the goods to the first carrier; if the goods are taken over at the Seller's warehouse, the title in to the goods passes to the Buyer once they pick the goods up at the Seller's warehouse. If the goods are delivered via a carrier, the risk of damage to the goods shall pass to the Buyer at the time the Goods are delivered to the Buyer; if the goods are picked up at the Seller's warehouse, the risk of damage to the goods shall pass once they are taken over from the Seller.

3.5 Export restrictions

The Buyer shall observe any export restrictions imposed by the legal order of the Czech Republic and EU regulations, if applicable to the delivered goods.

For Cisco Systems products, the Buyer shall also comply with Cisco Systems Inc. guidelines published at www.cisco.com.

3.6 Returns of goods

If the delivered goods do not match the order, the Buyer shall have the right to send **the goods back, free of any damage, in the condition they were delivered and complete**, so that they are accepted back at the Seller's warehouse within 10 business days of their delivery to the Buyer at the latest. The Seller shall issue a corrective fiscal receipt for the returned goods within 10 business days of the date receipt of the goods. If the goods are not returned within the aforementioned time limit, or if they are damaged or unpacked, the Seller shall have the right to refuse acceptance or charge the costs incurred. This shall not apply if the goods were damaged or unpacked already when delivered to the Buyer. If the goods are returned in contravention of the aforementioned conditions, the Buyer must obtain the Primary Contact's prior approval of such return prior to the dispatch.

4. Procedure to follow when purchasing services

4.1 Types of services

The Seller offers the following services to the Buyer:

- service support
- design of technical solutions, installation, implementation, firing up equipment, project management, consultations, etc.

An overview of the services provided and the conditions applicable to the provision thereof is available on the Seller's website at www.alef.com

4.2 Offer

When purchasing services, the Seller shall process an individual offer that meets, to the maximum extent, the Buyer's requirements, particularly with regard to the required repair or intervention times, availability times, delivery date or complexity of the required services and technologies to which the services relate. An offer is usually time-limited.

4.3 Order

4.3.1 Order

One The Buyer shall order the service offered with the Seller using one of the procedures defined in the **Order Forms section**.

4.3.2 Order processing

The order will be processed within a time limit to be agreed between the Buyer and the Seller on a case-by-case basis.

4.3.3 Order cancellation

If Buyer is forced to cancel an order with the Seller, they must do so by surface mail or email. In such a case, the Seller may charge a fine equivalent to 30 % of the financial volume of the order if the cancellation occurs later than 15 business days before the delivery of the service confirmed in the order.

4.4 Service delivery

The service shall be delivered according to the type of the purchased service. Service support shall be deemed delivered once service support is made available to the Buyer – i.e. Once the service support is activated in the Seller's Service desk application or on the website of the supplier of the hardware or software to be serviced, so that the Buyer may enter specific individual service support requirements in such systems during the agreed term of validity of the service. Other types of services shall be deemed delivered once the acceptance report is signed by the Buyer; if the Buyer refuses to sign the acceptance report without a serious reason, the services shall be considered to have been delivered.

5. Payments

5.1 Payments for goods and services

5.1.1 Advance payment

Advance payments are made by wire transfer against order confirmations and they are applied to Buyers who have not been assigned a credit limit or whose credit limit has been depleted. Order confirmation is sent in electronic format to the Buyer's e-mail address. The goods are reserved for the Buyer and once the respective amount is credited to the Seller's account, they are prepared for delivery depending on stock availability. The payment must be credited to the Seller's account by the fifth business day after the date of receipt of the order confirmation. If the time limit is not adhered to, the goods reservation shall be automatically cancelled.

5.1.2 Payment after delivery of goods or services

If the Buyer has been assigned a credit limit with the Seller, an invoice shall be issued to the Seller upon dispatch of the goods or delivery of the services, subject to the respective payment term.

5.1.3 Payment of a corrective fiscal receipt

Corrective fiscal receipts shall normally be offset against any outstanding invoices. Only the Seller may conduct such offsets. The offset may also take the form of a payment where the invoiced amount is reduced by the amount of the corrective fiscal receipt. In such a case, the Buyer shall email the payment breakdown to the Finance Department (cz-finance@alef.com) no later than on the day of the wire transfer. The payment of a corrective fiscal receipt is possible if there are no due invoices in the Buyer's balance and if the total amount of open corrective fiscal receipts exceeds the total amount of outstanding invoices and, at the same time, none of them is overdue. In such a case, only the difference in the amount of the corrective fiscal receipt and the invoices will be reimbursed to the Buyer. A corrective fiscal receipt will not be paid automatically, but rather against the Buyer's written or electronic request sent to the Finance Department (cz-finance@alef.com). The request must contain Buyer's identification (corporate



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name and ID No.), number of the corrective fiscal receipt, bank account number and bank code.

6. Complaints

You can only complain about goods purchased directly from the Seller. The complaint does not apply to software in any case, unless the third party - executor of property rights to such software stipulates otherwise.

6.1 Types of claims

- Request for return of goods
- Wrongly delivered goods
- Complaints about defective goods
- warranty
- post-warranty
- complaints about goods with purchased service support services

6.2 Complaints

The Buyer is entitled to register the complaint in the Seller's Servicedesk application (available on the website www.alef.com). The buyer is not automatically entitled to a positive settlement of the complaint; each registered complaint will be assessed by the Seller on a case-by-case basis.

6.3 Delivery of claimed goods

The Buyer is obliged to deliver the claimed goods to the Seller's address. The costs of delivery of the claimed goods to the Seller shall be borne by the Buyer if the claim is not justified.

In the case of a claim for goods for which service support was purchased, the goods are sent to the manufacturer's address according to the instructions of the responsible employee of the Seller.

In the event that the claimed goods are not delivered within 10 working days at the latest from the date of approval of the claim request by the Seller, the Seller reserves the right to terminate the claim.

The goods must be delivered in the original packaging, if required by the manufacturer, or in packaging ensuring the safe transport of the goods, including all accessories. The packaging must be properly marked with the RMA (Returned Materials Authorization) number assigned by the manufacturer. If it is a claim for defective goods, it is also necessary to provide a copy of the purchase documents (invoice and delivery note). If the shipment does not contain the above-mentioned requirements, it will be sent back at the expense of the Buyer. In the event that the claimed device contains additional modules, extensions, etc., the seller is not responsible for any possible loss of these additional devices.

6.4 Warranty Period

Unless otherwise stated on the delivery note, the standard warranty period for goods sold by the Seller is 6 months. The warranty period is calculated from the date of delivery of the goods. The warranty does not cover the software in any case.

6.5 Claims for goods under warranty

Claims for goods under warranty are resolved by exchange or a corrected tax document. The exchanged goods are sent back to the Buyer at the Seller's expense. The Seller is the owner of the claimed goods after issuing the corrected tax document.

6.6 Repairs of goods after warranty

Post-warranty claims are made for a fee. The buyer will be informed in writing about the expected price of the repair/replacement, by accepting this price, he undertakes to pay the invoice for the repair of the goods up to the amount of the expected price. The seller reserves the right to refuse the request for repair of the goods after the warranty period has expired.

6.7 Complaints about goods with purchased service support services

Complaints about goods with purchased service support services are resolved by exchanging the goods within the time limits according to the type of service support purchased. In the event of a delay in the exchange of goods compared to the deadlines applicable for the purchased service support, which was caused by the manufacturer, the Seller is not responsible for this delay.