

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the "GTC") **are an integral part of the price offer** and regulate the basic business terms and relations between the company INTEL DAT a.s., with its registered office at Ke Kostelu 13, 251 01 Popovičky, ID: 09233423, registered in the commercial register maintained by the Regional Court in Prague, section B, insert 25370 (hereinafter referred to as INTEL DAT a.s. or the **supplier**) and the customer (hereinafter referred to as the **customer**), collectively referred to as the "Parties". unless agreed otherwise by another contract or agreement. Such a contract or agreement is superior to the General Terms and Conditions.

INTEL DAT a.s. is the manufacturer and supplier of products and goods in the field of telecommunications technologies, and at the same time is a service provider. INTEL DAT a.s. declares that all its products are designed, manufactured and tested in accordance with the company's technical datasheets and in accordance with the quality certification process according to ISO 9001:2016 standards.

Terms and relations not specified in these GTC are governed by the legal order of the Czech Republic, especially the relevant provisions of the Commercial Code, or the Civil Code and other related legal regulations.

I. Definition of terms

1. "Product" is the result of a production / assembling process at the supplier, in the sense of a purchasable product, different from the original raw materials
2. "Goods" are commodities that have been purchased by the supplier for the customer and delivered to the customer under defined conditions.
3. "Service" is a supplier's activity, which satisfies a specific need of the customer and is related to the supplier's field of activity.
4. "Customer" is an entity that enters a business relation with the supplier.
5. Website – **www.inteldatfiber.com**

II. Prices and terms and conditions

1. The prices and business conditions related to the sale of the supplier's products, goods and /or services are specified in the business offer sent to the customer.
2. The validity period of the price offer is always indicated.
3. Information about the basic offer of INTEL DAT a.s. are available on the company's website.
4. The terms and conditions are defined by these general terms and conditions or are defined in a specific offer, or by another contract or agreement concluded between the supplier and the customer.

III. Orders and their processing

1. The order is placed by the customer on the basis of the offer that was mutually confirmed with the supplier. An order without an offer becomes binding at the moment of its delivery to the supplier.
2. A valid and binding order from the customer contains all essential details: customer, delivery place address, product, goods/service specifications, number of pieces. The order confirmation sent back to the customer will contain billing data, delivery address, product specification, number of pieces, price without VAT, date of expected production/shipment. Additional information is optional.
3. Any changes in the order can only be made on the written agreement of both parties.
4. The order can be canceled in whole or in part by agreement of both Parties. However, the supplier reserves the right to charge the customer cancellation fees in the amount of all costs incurred during delivery processing.
5. The supplier may withdraw from the offer or order, in whole or in part, if the customer violates the terms of the General Terms and Conditions.
6. The supplier has the right to suspend the validity of the offer, in whole or in part.

7. The customer can agree with the supplier to borrow the product under agreed conditions. If the customer does not return the product within the agreed time, the supplier is entitled to invoice him for this product at the full selling price.
8. INTEL DAT a.s. **only accepts written orders received by e-mail or by post.**

IV. Terms of delivery

1. The delivery time is specified when the order is confirmed.
2. Except for the cases specified in writing, the delivery dates are given for information purposes only. Late delivery does not give rise to any claim for compensation.
3. The product is sent to the customer by a transport service to the address indicated by him in the binding order, unless personal collection by the customer has been agreed.
4. Shipping costs depend on the size and weight of the specific shipment. Transport costs are always paid by the customer according to the costs actually charged by the carrier.
5. For orders from abroad, the shipping fee is always charged in the invoice according to the actual shipping costs.
6. The customer can pick up the product himself at the supplier's premises.
7. For deliveries for which a delivery date of 1 day can be confirmed, as the technical possibilities of production allow this, and the order was received by 10:00 a.m., the supplier has the right to increase the price for the delivery of products, projects or services, if the customer requests them at a non-standard delivery time, as follows:
 - + 100% of the offer price without VAT for production within 24 hours
 - + 80% of the offer price without VAT for production within 48 hours
8. Products are delivered with delivery notes if not agreed otherwise.
9. If the data, functionality or quality of the delivered order do not agree with the written order or delivery note, all other costs for return shipping will be borne by the customer, who undertakes to properly deliver the ordered item without unnecessary delay.
10. If the customer does not take over the ordered and properly delivered products, the supplier will charge the costs invoiced to the customer as if he had taken over the order.

V. Payment terms

1. Payments for the supply of products, projects or services are paid by the customer to the supplier on the basis of a tax document issued by the supplier.
2. The goods will be invoiced on the day they are ready for dispatch at the supplier's premises.
3. Payments are made by non-cash transfer to the supplier's account or by depositing cash in a bank, in Czech crowns.
4. Payments can also be made in EUR or USD to the account specified in the binding order.
5. Taxes are applied in accordance with applicable legislation at the time of payment for products, projects or services.
6. The supplier can agree with the customer to extend the due date of invoices and payments according to a pre-agreed payment schedule. This financial service is dealt with individually and its conditions are governed by the concluded financing agreement.
7. In the event of late payment, the supplier has the right to charge late payment interest of 0.05% p.a. from the amount due for each day of delay.
8. Products or goods become the property of the customer after payment of the entire contractual amount. Until then, they will remain the supplier's movable property and the supplier can dispose of them freely, in whole or in part, in the event of breach of contract.

VI. Warranty

1. Standard warranty for products of INTEL DAT a.s. is 12 months.
2. The warranty period is calculated from the date of delivery of products or services.

3. The warranty expires if the customer installed the product improperly, the customer placed the product in an unsuitable environment, the product was mechanically damaged, the product was not used in accordance with the intended purpose, force majeure and further in accordance with the provisions of the legislation in force on the date of delivery of the product or service.
4. Defective, exchanged products become the property of the supplier.

VII. Claims

1. Only products, goods and services purchased from INTEL DAT a.s. can be claimed.
2. Claims can be made:
 - a. Defects in products or goods that are resolved as part of the complaint procedure. The customer sends the complaint to the supplier at the address of the establishment - INTEL DAT a.s. CEDES Logistik – hall B, Modletice 130, 251 01 Modletice. The defect must be described in detail in the complaint report.
 - b. Non-functioning deliveries
3. Claims for goods under warranty are usually resolved by repair or replacement, and repaired or replaced goods are sent at the expense of INTEL DAT a.s. back to the customer.
4. If it is proven that the goods contain a defect and the supplier decides to repair or replace it, the supplier must be given sufficient time for repair or replacement.
5. Claims after the expiry of the warranty are subject to payment

VIII. Property right

Drawings, plans, manuals, diagrams, catalog sheets, schedules, measurements, and other information related to products, projects or services remain the property of the supplier, INTEL DAT a.s. In the event that the customer receives such documentation, the customer agrees to use it for the purposes agreed with the supplier and only with the written consent of the supplier.

IX Protection of personal data

The conditions for the protection of personal data are governed by the legal order of the Czech Republic, primarily by the relevant provisions of legal regulations: the Personal Data Protection Act, the Civil Code, Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Regulation on Personal Data Protection (hereinafter referred to as GDPR).

INTEL DAT a.s. undertakes not to provide the personal data of the buyer or the customer to entities other than the contractual carrier, to the extent necessary for the delivery of the goods.

INTEL DAT a.s. has an obligation to store data in accordance with other laws and regulations, such as statutory guarantees for goods, the Accounting Act, the Taxes and Fees Administration Act or the VAT Act. INTEL DAT a.s. will provide the buyer/customer with information about the measures taken in writing, within 1 month after receiving the written request for information.

X. Final Provisions

1. The customer undertakes to maintain confidentiality with third parties about the details of the supplier's offer without the prior consent of the supplier.
2. The customer undertakes not to forward the offer to a third party.
3. Any changes in the order can only be made based on the written agreement of both parties.
4. The currently valid version of the general terms and conditions is always published on the official website of INTEL DAT a.s.
5. These terms and conditions are valid and effective from 1 January 2022.
6. General Terms and Conditions of INTEL DAT a.s. are always superior to the General Terms and Conditions of the customer (second contractual party)