

## 1. INTRODUCTORY PROVISIONS

1.1. These terms of business (hereinafter the “**terms of business**”) govern, in accordance with the provisions of Art. 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the “**Civil Code**”), the mutual rights and obligations between the company iNET Solutions s.r.o., with registered office at Praha 10, Hostivařská 92/6, PSČ 10200, identification number (IČ): 26775751, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, file 92965 (hereinafter the “**provider**”) and a natural person or legal entity (hereinafter the “**customer**”) arising:

1.1.1. under a works agreement (hereinafter a “**works agreement**”) and/or

1.1.2. under a purchase agreement (hereinafter a “**purchase agreement**”) and/or

1.1.3. under an agreement on the creation of graphical works (hereinafter an “**agreement on the creation of graphical works**”).

A works agreement, purchase agreement and agreement on the creation of graphical works are hereinafter referred to as the “**Agreement**”.

1.2. The terms of business hereinafter govern the rights and obligations of the contracting parties in the use of the provider’s website located at the address www.inetprint.cz (hereinafter the “**website**”) and other related legal relations.

1.3. Deviating provisions in the Agreement shall take precedence over the provisions of the terms of business.

1.4. The provisions of the terms of business comprise an integral part of the Agreement. The Agreement and the terms of business are drawn up in the Czech language. The Agreement can be entered into in the Czech language.

1.5. The provider can change or supplement the text of the terms of business. This provision shall not affect the rights and obligations arisen in the course of the effectiveness of the previous version of the terms of business. As of the expression of consent to the new version of the terms of business by the customer, the previous terms of business cease to be effective and the new version of the terms of business becomes an integral part of the Agreement.

## 2. USER ACCOUNT

2.1. On the basis of the customer’s registration carried out on the website, the customer can access its user interface. From its user interface, the customer can, among other things, place orders for the provider’s goods and services (hereinafter the “**user account**”). The customer can also place orders for the provider’s goods and services without registration

**Terms of Business - iNET Solutions s.r.o.**

Page 2

Valid as of 1 February 2016

directly from the website.

- 2.2. When registering at the website and when ordering goods, the customer is obligated to state all information accurately and truthfully. The customer is obligated to update the information stated in the user account upon any change thereof. Information stated by the customer in the user account is considered by the provider to be accurate.
- 2.3. Access to the user account is secured with a user name and password. The customer is obligated to maintain confidentiality in regard to information necessary for access to its user account and acknowledges that the provider bears no liability for a breach of such obligation by the customer.
- 2.4. The customer is not entitled to enable third parties to use the user account. The provider's staff can dispose of the user account according to the customer's instructions.
- 2.5. The provider can revoke or block the customer's user account, primarily in the event that the customer has not utilized its user account for more than three (3) years, or in the event that the customer breaches its obligations under the Agreement (including the terms of business).
- 2.6. The customer acknowledges that the user account may not be accessible continuously, primarily in view of the necessary maintenance of the provider's hardware and software equipment, or in view of the necessary maintenance of the hardware and software equipment of third parties.

**3. EXECUTION OF THE AGREEMENT**

- 3.1. The website interface (hereinafter the "**web interface**") contains the provider's offer of goods, the provider's offer of services consisting in the modification of goods according to the customer's individual request or need, and the provider's offer of graphical services consisting in the creation of graphical works. The provisions of Art. 1732(2) of the Civil Code shall not apply to relations between the provider and any third parties (including the customer).
- 3.2. Prices (provider's remuneration) are standardly stated in the web interface as not including value added tax (hereinafter "**VAT**") and inclusive of all related fees. For a customer who is a consumer, final prices including VAT and all other taxes and fees are displayed prior to the execution of the agreement. The provider's offer and prices remain valid for the period of time when they are displayed within the web interface. This provision shall not restrict the provider's option to enter into the Agreement under individually agreed terms.
- 3.3. If a price (provider's remuneration) is stated within the web interface, it shall be

**Terms of Business - iNET Solutions s.r.o.**

Page 3

Valid as of 1 February 2016

understood to mean the price not including the costs related to the delivery of the goods, and shall thus apply only in the case of the personal pickup of the goods at the provider's warehouse at the address iNET Solutions s.r.o., Hostivařská 92/6, Praha 10 - Hostivař (hereinafter "**personal pickup**"). After the completion of the selection of services and goods, information on the costs associated with the packing and delivery of the modified goods is displayed for the customer. Information on costs associated with the packing and delivery of the modified goods set out within the web interface shall only apply in cases where the goods are being delivered within the territory of the Czech Republic.

- 3.4. If the price (provider's remuneration) is stated within the web interface, the Agreement is entered into in the manner as set out in Art. 3.5 to 3.8 of the terms of business. If the price (provider's remuneration) is not stated within the web interface, the Agreement is entered into in the manner as set out in Art. 3.9 of the terms of business. The application of the provisions of Art. 1740(3) of the Civil Code is hereby excluded.
- 3.5. If the price (provider's remuneration) is stated within the web interface, the Agreement is entered into in the following manner. The customer fills out the order form within the web interface. The order form can contain primarily information on the goods or services being ordered (the customer "places" the goods or services being ordered into the electronic shopping basket of the web interface), the manner of payment of their price (provider's remuneration), information on the requested manner of delivery of the goods being ordered, and information on the costs associated with the delivery of the goods (hereinafter jointly referred to as the "**order**").
- 3.6. Prior to sending the order to the provider, the customer is enabled to check and change the information that it has entered in the customer's order, including in view of the customer's opportunity to ascertain and correct errors arisen while entering data in the order. The customer sends the order to the provider by clicking on the "COMPLETE ORDER" button, whereby such order is irrevocable. The information stated in the order is considered by the provider to be accurate. Without delay after receiving the order, the provider confirms such receipt to the customer by electronic mail, to the customer's electronic mail address stated in the user interface or in the order.
- 3.7. The provider is always entitled, depending on the nature of the order (quantity of goods, amount of the price, anticipated costs of transport), to ask the customer for an additional confirmation of the order (e.g., in writing or by telephone) or for security for the payment of the price.
- 3.8. The contractual relationship under the Agreement arises as of the delivery of the acceptance of the order that is sent by the provider to the customer by electronic mail, to the customer's electronic mail address.

**Terms of Business - iNET Solutions s.r.o.**

Page 4

Valid as of 1 February 2016

- 3.9. If the price (provider's remuneration) is not stated within the web interface, the Agreement is entered into in the following manner. By way of the web interface, by electronic mail, by telephone, by overland mail, or in another manner, it is possible to deliver a non-binding inquiry to the provider. On the basis of such an inquiry, the provider sends the customer, by electronic mail, an offer for the execution of the Agreement (hereinafter the **"offer for the execution of the Agreement"**). In such case, the contractual relations under the Agreement arise as of the delivery of the acceptance of the offer for the execution of the Agreement that the customer sends the provider.
- 3.10. The Agreement can also be entered into in written form.
- 3.11. All offers for the sale of goods or provision of services set out on the website are non-binding and the provider is not obligated to enter into an Agreement in regard to such goods or services. The customer acknowledges that the provider is not obligated to enter into an Agreement, primarily with persons who have previously substantially breached obligations under contractual relations in regard to the provider.
- 3.12. The customer agrees to the use of means of remote communication in entering the Agreement. The costs incurred by the customer in the use of means of remote communication in connection with the execution of the Agreement (costs of internet connection, costs of telephone calls) are paid by the customer itself, whereby such costs do not differ from the base rate.

**4. OBJECT OF WORKS AGREEMENT**

- 4.1. In a works agreement, the provider undertakes to create, on its own account and at its own risk, for the customer, a work (works) specified in the works agreement, whereby the customer undertakes in a works agreement to pay the provider for the creation of the work (works) remuneration in the amount stated in the works agreement.
- 4.2. For the rights and obligations of the contracting parties relating to the goods modified according to a works agreement, the provisions of these terms of business regulating dispositions of the goods shall apply (primarily Art. 8, Art. 9 and Art. 20 of the terms of business).

**5. CREATION OF WORK**

- 5.1. The customer agrees that the provider can commence the performance of a works agreement without delay after its execution. A customer who is a consumer acknowledges that if the works agreement is fulfilled by the provider prior to the elapse of the period for withdrawal from such agreement (Art. 19.1), the customer thereby loses the right to

**Terms of Business - iNET Solutions s.r.o.**

Page 5

Valid as of 1 February 2016

withdraw from the works agreement.

- 5.2. The provider is obligated to create the work with customary care and in accordance with the generally binding legal regulations. The provider is obligated, in creating the work, to proceed independently and in accordance with the interests of the customer.
- 5.3. The customer is obligated to provide the provider (its staff) with the necessary cooperation, primarily if certain characteristics of the work are not entirely clear or the realization thereof would not be useful or in the event of other questions on the part of the provider pertaining to the work. The customer is obligated to answer every question from the provider relating to the creation of the work without delay, no later than within three (3) business days of its receipt.
- 5.4. Unless agreed otherwise, the provider is not obligated to check the accuracy of the supporting documents provided by the customer for the creation of the work in terms of their content and subject matter. The provider is obligated to check, with customary care, the technical accuracy of the supporting documents in relation to the intended purpose.
- 5.5. The provider can commission another party to create the work. However, in the creation of the work by another party, the provider bears liability as if it was carrying out the creation of the work itself.
- 5.6. In the event that the work is to contain, according to the Agreement, elements protected by an intellectual property right (e.g. images, fonts, photographs) in regard to which a third party exercises rights, the customer is, among other things, also obligated, in making dispositions of such elements, to comply with (sub)licensing provisions in regard to such elements that it has been informed of by the provider.
- 5.7. The provider shall send the customer a view of the form of the work in electronic form by electronic mail, in .pdf data format. The customer is obligated to acquaint itself with the view of the form of the work in detail and thoroughly. On the basis of the approval of such view by the customer, the work shall be created by the provider. The customer must provide the approval of the view of the form of the work according to the previous sentence:
  - 5.7.1. by electronic mail, to the electronic address from which the view of the form of the work was sent to the customer, whereby that view of the form of the work that is the subject of the customer's approval must be attached to the customer's message, or
  - 5.7.2. in printed form (in person) at the provider's place of business.
- 5.8. By way of the approval of the view of the form of the work by the customer according to Art. 5.7 of the terms of business, the form of the work is set in a binding manner, whereby

**Terms of Business - iNET Solutions s.r.o.**

Page 6

Valid as of 1 February 2016

such approval takes the place of all previous information or customer's instructions regarding the form of the work.

- 5.9. In the event that the customer does not agree with the form of the work contained in the view of the form of the work, the customer must inform the provider of such fact without delay, by electronic mail to the electronic address from which the view of the form of the work was sent to the customer, whereby the customer is obligated to state the specific instructions for the modification of such view. The provider is entitled to remuneration for modifications to the view of the form of the work in an amount agreed upon with the customer.
- 5.10. For the duration of the preparation of the view of the form of the work, the deadline for the delivery of the goods according to the Agreement is suspended. For the time during which the customer is in delay in the provision of cooperation necessary for the execution of the work, including the provision of proper supporting documents, or in delay in the payment of any part of the provider's remuneration, the period of time set for the creation of the work by the provider is extended by the duration of such delay on the part of the customer.
- 5.11. In the event that the customer is in delay in the provision of cooperation necessary for the execution of the work consisting in the provision of proper supporting documents to the provider, the provider can create the work up to such form up to which it is possible without the provision of such cooperation (provision of supporting documents).
- 5.12. In the event that the customer is in delay in the provision of cooperation necessary for the execution of the work consisting in the provision of proper supporting documents to the provider and for such reason it is not possible to continue in the creation of the work by the provider, the provider shall have fulfilled its obligation to create the work according to the agreement by completing those parts of the work that it is possible to create without the customer's cooperation (without the missing supporting documents).

**6. SUPPORTING DOCUMENTS**

- 6.1. In the event that, in connection with the works agreement, the customer provides the provider with supporting documents for the execution of the work (hereinafter the "**supporting documents**"), the contracting parties have agreed upon the following:
- 6.2. In the event that, in connection with the supporting documents, rights are exercised in regard to the provider by any third party, the customer undertakes to provide the provider without undue delay with all documents and information necessary for the successful conducting of a dispute with such third party. In the event that such third party claims that the use of supporting documents under the works agreement constituted a breach of its

**Terms of Business - iNET Solutions s.r.o.**

Page 7

Valid as of 1 February 2016

rights, primarily of rights to subjects of copyright protection, or because unfair competition occurred, the customer undertakes to compensate the provider without delay for all effectively expended costs that the provider incurs in connection with the dispute with such a third party.

- 6.3. In the event that the provider incurs harm in connection with the supporting documents (including public law penalties and the provider's expenditures and costs relating to such illegal behavior), the customer is obligated to compensate the provider for such damage no later than within thirty (30) days of its occurrence.
- 6.4. Supporting documents for printing must always correspond to the provider's DTP manual located at the internet address [www.inetprint.cz](http://www.inetprint.cz) (hereinafter the "DTP manual"). In the event that the supporting documents for printing do not correspond to the DTP manual, the provider can perform the modification of such supporting documents (after approval by the customer), under the terms as set out in an agreement on creation of graphical works and for an agreed remuneration.

**7. OBJECT OF PURCHASE AGREEMENT**

- 7.1. In a purchase agreement, the provider undertakes to deliver goods to the customer and to transfer the ownership rights to the goods to it, and the customer undertakes in a purchase agreement to pay the provider the purchase price of the goods.

**8. TRANSPORT, DELIVERY AND RECEIPT OF GOODS**

- 8.1. Unless personal pickup by the customer at the provider's warehouse is agreed upon under the Agreement, the delivery of the goods takes place by way of the handover thereof to the first carrier for transport for the customer.
- 8.2. In the event that personal pickup by the customer is agreed upon in the Agreement, the goods will be prepared for pickup at the provider's warehouse. Personal pickup is possible during working days from 9:00 a.m. to 5:30 p.m. The customer is obligated to collect the goods from the provider's warehouse no later than within five (5) days of the sending of a notification that the goods are prepared for personal pickup. If the customer fails to collect the goods within such deadline, the provider is entitled to require the customer to pay a fee for the storage of the goods in the amount of CZK 50 (in words: fifty Czech crowns) for one (1) package of goods for each commenced day of delay on the part of the customer in collecting the goods, or the provider is entitled to withdraw from the Agreement.
- 8.3. The manner of delivery of the goods is determined by the provider, unless the Agreement provides otherwise. In the event that the manner of transport is agreed on the basis of the

**Terms of Business - iNET Solutions s.r.o.**

Page 8

Valid as of 1 February 2016

customer's request, the customer bears the risk as well as any possible additional costs associated with such manner of transport.

- 8.4. If the provider is obligated, under a purchase agreement, to deliver the goods to a place determined by the customer, the customer is obligated to take receipt of the goods at delivery. If the customer fails to take receipt of the goods at delivery, the provider is entitled to require the customer to pay a fee for storage in the amount of CZK 50 (in words: fifty Czech crowns) per one (1) package of goods for each commenced day of delay on the part of the customer in taking receipt of the goods, or the provider is entitled to withdraw from the Agreement.
- 8.5. In the event that, for reasons on the part of the customer, it is necessary to deliver goods repeatedly or in a manner other than that which was agreed, the customer is obligated to pay the costs associated with the repeated delivery of the goods, or the costs associated with another manner of delivery.
- 8.6. When taking receipt of the goods from the carrier, the customer is obligated to check the integrity of the packaging on the goods, and, in the event of any defects, to notify the carrier and provider of such without delay. The customer is obligated to confirm the receipt of the goods on the delivery note (by signing, with a stamp). In the event of damage to the packaging being ascertained and evidencing an unauthorized breach of the package, the customer need not take receipt of the package from the carrier and is obligated to assert such facts in regard to the carrier (and to draw up a record of such). By signing the delivery note, the customer confirms that the packaging of the package containing the goods was intact and no consideration can thus be taken of any later claim regarding a breach of the packaging of the package.
- 8.7. Provided that there are no objective impediments preventing the delivery of the goods, the provider is obligated to deliver the goods within the deadline that is set out in the Agreement or within a deadline that is reasonable in view of the nature of the goods and the place of its delivery. The provider is entitled to deliver the goods sooner. If the provider delivers the goods prior to the designated time, the customer is not entitled to refuse the goods. Objective impediments preventing the delivery of the goods shall be considered to include all circumstances preventing the delivery of the goods that the provider has not caused through intention or negligence, primarily including malfunctions in operation, problems with the transport of the goods from the manufacturer, strikes or lockouts.
- 8.8. The deadline for the delivery of the goods according to a purchase agreement and according to a works agreement and the deadline for the creation of a graphical work according to an agreement on the creation of graphical works commences as of the moment when the advance payment is made by the customer (if an advance payment is

agreed upon) and when the correction is approved by the customer. For the duration of the transport of the goods, the deadline for the delivery of the goods according to the Agreement is suspended. The provider's obligation to deliver the goods is considered to have been duly fulfilled even in the event that the goods were delivered by the provider within a period of 14 days from the deadline for the delivery of the goods as set out in the Agreement.

## 9. PASSING OF RISK OF DAMAGE TO GOODS, PASSING OF OWNERSHIP

- 9.1. If the provider is obligated to hand the goods over to the carrier, the risk of damage to the goods passes to the customer as of its handover to the carrier. If the goods are already being transported at the time of the execution of a purchase agreement, the risk of damage to the goods passes to the customer as of its handover to the first carrier (retroactively).
- 9.2. If the receipt of the goods at the provider's warehouse (personal pickup) has been agreed upon, the risk of damage to the goods passes to the customer as of the time when the customer takes receipt of the goods from the provider, or, if the customer does not do so in a timely manner, as of the time when the receipt of the goods was to have occurred.
- 9.3. Damage to the goods that has occurred after the passing of the risk thereof to the customer shall not affect its obligation to pay the purchase price.
- 9.4. If the provider is obligated to hand the goods over to the carrier, the ownership right to the goods passes to the customer as of the handing over thereof to the carrier. If the receipt of the goods at the provider's warehouse has been agreed upon, the ownership right to the goods passes to the customer as of the moment when the customer takes receipt of the goods from the provider.
- 9.5. The contracting parties hereby exclude the application of the provisions of Art. 2119(1) of the Civil Code.

## 10. OBJECT OF AGREEMENT ON CREATION OF GRAPHICAL WORKS

- 10.1. In a works agreement, the provider undertakes to create, at its own cost and risk, for the customer, a graphical work specified in the agreement on the creation of graphical works (hereinafter the "**graphical work**"), whereby the customer undertakes in an agreement on the creation of graphical works to pay the provider remuneration for the creation of a graphical work in the amount as set out in the agreement on the creation of graphical works.

- 10.2. In an agreement on the creation of graphical works, the provider grants the customer the non-exclusive authorization to exercise the right to use the graphical work (license), in the manners and scope as set out in Art. 12 of the terms of business. The licensing fee for the granting of the license to the graphical work is included in the provider's remuneration for the creation of the graphical work.

## 11. CREATION AND HANDOVER OF GRAPHICAL WORK

- 11.1. The customer agrees that the provider can commence performing the agreement on the creation of graphical works immediately after its execution. A customer who is a consumer acknowledges that if the agreement on the creation of graphical works is fulfilled by the provider prior to the elapse of the period for withdrawal from this agreement (Art. 19.1), the customer thereby loses the right to withdraw from the agreement on the creation of the graphical works.
- 11.2. For the determination of the rights and obligations of the contracting parties in regard to the creation of a graphical work under an agreement on the creation of graphical works, the provisions of Art. 5 of the terms of business shall further apply similarly. For the determination of the rights and obligations of the contracting parties in regard to the supporting documents for the creation of a graphical work under an agreement on the creation of graphical works, the provisions of Art. 5 of the terms of business shall further apply similarly.
- 11.3. The provider shall hand the graphical work over to the customer by making it accessible within the user interface or by sending it by electronic mail to the customer's address. In the event that, for a lack of cooperation on the part of the customer or for other reasons, it is not possible to hand the graphical work over in the manner according to the previous sentence, the provider shall hand the graphical work over to the customer on a standard data medium.
- 11.4. Upon request by the provider, the contracting parties shall draw up a handover record regarding the handover of the graphical work, within the deadline stated in such request by the provider. The customer undertakes to provide the provider with the necessary cooperation in drawing up the handover record. In the event that the customer is in delay in providing cooperation in the drawing up of the handover record, the provider shall draw up a record of the handover of the graphical work and subsequently submit such record to the customer.

## 12. LICENSE TO GRAPHICAL WORK

- 12.1. The provider grants the customer a license to the graphical work, such being non-exclusive.
- 12.2. The license to the graphical work is granted for the territory of the Czech Republic.
- 12.3. The customer is enabled to use the graphical work in all manners of use.
- 12.4. The customer is entitled to use the graphical work exclusively for its own purposes.
- 12.5. Unless expressly agreed otherwise, the customer acquires the license to the graphical work as of the moment of the payment of the entire remuneration for the creation of the graphical work. The license is granted for a period of seventy (70) years from the handover of the graphical work to the customer. In the event of the license ceasing to exist, the customer is obligated to cease using the graphical work.
- 12.6. The customer is entitled to use the graphical work only for the purpose arising from the agreement on creation of graphical works (terms of business) and in accordance with the purpose of the graphical work.
- 12.7. The customer is not obligated to utilize the license to the graphical work.
- 12.8. The customer cannot grant the authorization comprising a part of the license to the graphical work, whether in whole or in part, to a third party without the previous written consent of the provider (grant sublicenses). The customer cannot assign rights and obligations under such license to a third party without the previous written consent of the provider.
- 12.9. Unless expressly agreed otherwise, the customer is not entitled to conduct changes to the graphical work or to join the graphical work with other works or to include it in a collection of works.

## 13. PAYMENT TERMS

- 13.1. The customer is obligated to pay the provider the purchase price and the price for the work (hereinafter jointly referred to as the “**provider’s remuneration**”) and advances on the provider’s remuneration within the deadlines and in the amounts as set out in the Agreement. If no deadline for the payment of the advance on the provider’s remuneration is agreed upon in the Agreement, the payment deadline stated in the provider’s advance invoice or within another notice requesting payment of the advance on the provider’s remuneration shall apply.
- 13.2. The provider’s remuneration is due as of the date stated in the Agreement or, if the

**Terms of Business - iNET Solutions s.r.o.**

Page 12

Valid as of 1 February 2016

payment due date is not stated in the Agreement, the provider's remuneration is due within the deadline stated in the invoice issued by the provider or within another notice requesting payment, and otherwise no later than within fourteen (14) days of the execution of the Agreement, as follows:

- 13.2.1. by non-cash transfer to the provider's account **6417126001/5500**, maintained with Raiffeisenbank a.s. (hereinafter the "**provider's account**") on the basis of an advance invoice issued by the provider or another request made by the provider,
  - 13.2.2. in cash during the receipt of the goods, but only in the event that such manner of payment was accepted by the customer,
  - 13.2.3. in cash as cash on delivery at the place designated in the Agreement, but only in the event that such manner of payment was accepted by the provider.
- 13.3. In the event that the provider's remuneration is agreed upon in the Agreement at an hourly rate, the provider becomes entitled to the remuneration for each commenced thirty (30) minutes of the provider's activity under the Agreement.
  - 13.4. The provider can always require security for the payment of the provider's remuneration.
  - 13.5. The provider can grant the customer volume discounts on the provider's remuneration, under the terms as set out on the website or under individually agreed terms. Unless agreed otherwise, any discounts on the provider's remuneration granted by the provider cannot be mutually combined. The provider is a payer of VAT and VAT shall be added to all amounts in accordance with the generally binding legal regulations.
  - 13.6. For the customer's right to its remuneration under the Agreement, the contracting parties agree upon a limitation period of eight (8) years.
  - 13.7. In the case of a non-cash payment, when paying the provider's remuneration, the customer is obligated to state the variable symbol of the payment. The customer's obligation to pay the provider's remuneration is fulfilled as of the moment of the crediting of the relevant amount to the provider's account.
  - 13.8. The customer acknowledges that, in accordance with the provisions of Art. 4(1) of Act No. 254/2004 Coll., as amended, it is obligated to make a payment the amount of which exceeds the sum of EUR 15,000, in a non-cash manner. Payment in the Czech currency or in any foreign currency shall be converted to the EUR currency at the foreign exchange market exchange rate published by the Czech National Bank and valid as of the date of execution of the payment. All payments in Czech currency as well as in foreign currency carried out in the course of one calendar day are figured into the limit under this article.
  - 13.9. If it is customary in trade relations, the provider shall issue the customer with a tax document – invoice regarding the payments made under the Agreement. The provider

**Terms of Business - iNET Solutions s.r.o.**

Page 13

Valid as of 1 February 2016

shall issue the tax document – invoice to the customer (most commonly after the payment of the remuneration) and shall send it in electronic form to the customer's electronic address or makes the tax document – invoice accessible within the user account. Upon request by the customer, the provider shall send the tax document – invoice to the customer in printed form. In the event that the customer becomes entitled to a discount, the customer shall issue an invoice – tax document (not including VAT), with a payment deadline of at least thirty (30) days from the delivery of such document to the provider.

- 13.10. The provider becomes entitled to the remuneration according to the Agreement even in the event that the creation of the work has been made impossible and/or continuation in the provider's activity set out in the Agreement has been made impossible, primarily if the creation of the work has been made impossible as a result of the customer's behavior.
- 13.11. In the event of a delay on the part of the customer in making any payment according to the Agreement (or an advance on the provider's remuneration), the provider becomes entitled to late interest at a rate of 0.05% of the amount owed for each day of delay.
- 13.12. Claims against the provider can be unilaterally set off against the provider's remuneration only in the event of a due claim acknowledged by the provider in writing in regard to its grounds and amount, or the customer's claim finally awarded in court or arbitration proceedings.

**14. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 14.1. For the duration of the customer's delay in the payment of even a part of any of the provider's remuneration or advance on such remuneration, the provider is not obligated to provide the customer with any services or goods under the Agreement.
- 14.2. The provider is also entitled to the partial performance of the Agreement.
- 14.3. The provider is not, in relation to the customer, bound by any codes of conduct within the meaning of the provisions of Art. 1826(1)(e) of the Civil Code.
- 14.4. In the event that a consumer dispute occurs between the provider and the customer under a purchase agreement or under an agreement on the provision of services under Art. 14 of the Consumer Protection Act, which dispute cannot be resolved by mutual agreement, the consumer can submit a petition for the out-of-court resolution of such a dispute with the designated entity for out-of-court resolution of consumer disputes, which is the following:

**Czech Trade Inspection Authority (Česká obchodní inspekce)**

Central Inspectorate – ADR Department (Ústřední inspektorát - Oddělení ADR)

**Terms of Business - iNET Solutions s.r.o.**

Page 14

Valid as of 1 February 2016

Štěpánská 15, 120 00 Praha 2  
email: [adr@coi.cz](mailto:adr@coi.cz), web: <http://adr.coi.cz>

A consumer can also utilize the platform for resolution of disputes online, established by the European Commission at the address <http://ec.europa.eu/consumers/odr/>.

- 14.5. The provider is entitled to sell goods on the basis of a trade license. Trade licensing inspection is conducted by the relevant trade licensing authority within the scope of its powers. Oversight in regard to the field of personal data protection is conducted by the Office for Personal Data Protection. The Czech Trade Inspection Authority conducts, within the defined scope, among other things, oversight in regard to compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 14.6. The provider is entitled to use the business firm, designation or name of the customer for marketing purposes as so-called references, in all kinds of promotional materials (regardless of the form of such promotional materials or the form in which they are conveyed).
- 14.7. Deadlines stipulated in the Agreement for the provider shall in each case not commence until the date of payment of a partial remuneration or advance according to the Agreement to the provider's account.
- 14.8. The contracting parties are obligated to inform the other contracting party of all facts or circumstances that are or could be important for the due performance of the Agreement.
- 14.9. The provider is only liable for such a breach of legal obligations that it has caused, whether by intention or negligence.
- 14.10. Circumstances precluding liability shall be considered to also include an impediment that has occurred independently of the will of the obligated party and prevents it from fulfilling its obligation, if it cannot be reasonably anticipated that the obligated party might avert or overcome such impediment or its consequences, and further, that it might have foreseen such impediment at the time of the creation of the obligation (force majeure).
- 14.11. The customer hereby assumes upon itself the risk of a change in circumstances within the meaning of Art. 1765(2) of the Civil Code.
- 14.12. In the case of the occurrence of harm on the part of the customer in connection with the provider's liability for defects of performance under the Agreement, if such is not a case of harm caused by the provider intentionally or in gross negligence, the contracting parties have agreed, in view of the terms of the Agreement, a limitation of the compensation for such possible harm incurred by the customer in such way that the total compensation of harm including lost profit is limited to the amount of one third of the provider's remuneration actually paid by the customer under the Agreement. The contracting parties

state in view of all of the circumstances relating to the execution of the Agreement that the total foreseeable harm including lost profit that the customer could incur as a result of defects of performance under the Agreement can be a maximum amount corresponding to one third of the provider's remuneration actually paid by the customer under the Agreement.

## 15. PROTECTION OF PERSONAL DATA

- 15.1. The protection of the personal data of a customer who is a natural person is provided by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
- 15.2. The customer agrees to the processing of the following personal data: name, surname, address, electronic mail address, telephone number, IP address number (all of which is hereinafter jointly referred to as the "personal data").
- 15.3. The customer agrees to the processing of personal data by the provider, for the purposes of the realization of the rights and obligations under the Agreement and for the purposes of sending information and commercial communications to the customer. Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner. Consent to the processing of personal data within the entire scope of this article is not a precondition in and of itself preventing the execution of the Agreement.
- 15.4. The customer acknowledges that it is obligated to provide its personal data accurately and truthfully and that it is obligated to notify the provider of any change in personal data without undue delay.
- 15.5. The provider can commission a third party, as processor, to process the customer's personal data. The customer's personal data shall not be transmitted to third parties by the provider without the customer's previous consent, with the exception of carriers and entities engaging in the administration and enforcement of the provider's claims.
- 15.6. The customer confirms that the provided personal data is accurate and that it has been advised as to the fact that this is a voluntary provision of personal data.
- 15.7. In the event that the customer believes that the provider or the processor (Art. 15.5 of the terms of business) is conducting processing of its personal data that is in breach of the protection of the customer's private and personal life or in breach of the law, primarily if the personal data is inaccurate in view of the purpose of its processing, it can:
  - 15.7.1. request an explanation from the provider or the processor,
  - 15.7.2. require the provider or processor to eliminate such a situation. Primarily, this can mean blocking, making a correction of, supplementing or destroying personal

**Terms of Business - iNET Solutions s.r.o.**

Page 16

Valid as of 1 February 2016

data. If the customer's request according to the previous sentence is found to be justified, the provider or processor shall eliminate the defective situation without delay. If the provider or the processor fails to comply with the request, the customer has the right to turn directly to the Office for Personal Data Protection. This provision shall not affect the customer's right to submit its request directly to the Office for Personal Data Protection.

- 15.8. If the customer requests information on the processing of its personal data, the provider is obligated to provide it with such information. The provider is entitled to require a reasonable fee for the provision of information according to the previous sentence, such fee not exceeding the costs necessary for the provision of the information.

**16. SENDING COMMERCIAL COMMUNICATIONS AND STORAGE OF COOKIES**

- 16.1. The customer agrees to the sending of information and commercial communications by the provider relating to the provider's services or business to the customer's address stated in the user account and to the sending of commercial communications of third parties to the customer's address.
- 16.2. The customer consents to the storage of so-called cookies in its computer. Cookies are small files serving the provider and third parties for the recognition of the customer's computer in its communication with the service and for the subsequent utilization of certain functions of the service. In the event that it is possible to fulfill the provider's obligations under the Agreement without the storage of so-called cookies on the customer's computer, the user can withdraw the consent under the first sentence of this paragraph at any time.

**17. EFFECTIVENESS OF THE AGREEMENT**

- 17.1. The Agreement shall become effective as of its execution.
- 17.2. The termination of the effectiveness of the Agreement shall not affect the effectiveness of those provisions of the Agreement (terms of business) that are implied to survive beyond the effectiveness of the Agreement.

**18. WITHDRAWAL FROM PURCHASE AGREEMENT**

- 18.1. The customer acknowledges that under the provisions of Art. 1837 of the Civil Code, it is not possible, among other things, to withdraw from a purchase agreement for the supply of goods modified according to the customer's request or for the person of the customer,

**Terms of Business - iNET Solutions s.r.o.**

Page 17

Valid as of 1 February 2016

as well as perishable goods or goods that have been irrecoverably mixed with other goods after delivery.

- 18.2. With the exception of cases set out in Art. 18.1 of the terms of business or another case where it is not possible to withdraw from the purchase agreement, a customer who is a consumer has the right, in accordance with the provisions of Art. 1829(1) of the Civil Code, to withdraw from the purchase agreement, within fourteen (14) days of the receipt of the goods, whereby, in the event that the object of the purchase agreement comprises several kinds of goods or the delivery of several parts, such deadline commences as of the date of receipt of the last delivery of goods. Withdrawal from the purchase agreement must be sent to the provider within the deadline stated in the previous sentence. For withdrawal from the purchase agreement, a customer who is a consumer can utilize the template form for withdrawal from the purchase agreement that comprises an annex to the terms of business.
- 18.3. In the event of withdrawal from the agreement according to Art. 18.2 of the terms of business, the purchase agreement is rescinded from the outset. The goods must be returned to the provider within fourteen (14) days of withdrawal from the purchase agreement by the customer, unless the customer proves to the provider within such deadline that it has dispatched the goods to the provider. In the event that the customer breaches the obligation under the previous sentence, the provider becomes entitled to a contractual penalty in the amount of 25% (in words: twenty-five percent) of the price of the goods in regard to the return of which the customer is in delay, for each day of delay, but no more than up to the amount of the purchase price of such goods. If the customer withdraws from the purchase agreement, the customer shall bear the costs associated with the return of the goods to the provider, even in the event that the goods cannot, due to its nature, be returned by usual postal means. The amount of the costs associated with the return of the goods to the provider, in the event that the goods cannot be returned by usual postal means due to its nature, is stated on the website. This provision shall not affect the right to compensation of any damage arisen due to a breach of obligation to which the contractual penalty applies, even in the event that the damage exceeds the contractual penalty. The goods must be returned to the provider undamaged and without wear and tear, and, if possible, in the original packaging.
- 18.4. Within a period of ten (10) days from the return of the goods to the provider according to Art. 18.3 of the terms of business, the provider is entitled to conduct an inspection of the returned goods, primarily in order to ascertain whether the returned goods are or are not damaged, bearing wear and tear, or partially used up.
- 18.5. In the event of withdrawal from the purchase agreement according to Art. 18.2 of the terms of business, the provider shall return the purchase price to the customer no later

than within fourteen (14) days of withdrawal from the purchase agreement by the customer, in the same manner in which the provider received it from the customer. If the customer withdraws from the purchase agreement, the provider is not obligated to return the received moneys to the customer until the customer returns the goods to the provider or proves that it has dispatched the goods to the provider.

- 18.6. The customer acknowledges that if the goods returned by the customer are damaged, subject to wear and tear or partially used up, or if any other reduction in the value of the goods occurs for which the customer is liable, the provider becomes entitled in regard to the customer to compensation of the damage incurred by it thereby. The provider is entitled to unilaterally set off the claim for compensation of incurred damage against the customer's claim for the return of the purchase price. Similarly so, the provider is entitled to unilaterally set off the claim for the contractual penalty under Art. 18.3 of the terms of business against the customer's claim for the return of the purchase price.
- 18.7. The provider is entitled to withdraw from the purchase agreement at any time, without stating a reason, primarily in cases where the goods are not available or in cases where the goods cannot be delivered within the agreed deadline. In the event of withdrawal from the purchase agreement under the previous sentence, the provider shall return the purchase price or the paid advance to the customer no later than within fourteen (14) days of such withdrawal, by non-cash means to the account designated by the customer.

## **19. WITHDRAWAL FROM WORKS AGREEMENT AND WITHDRAWAL FROM AGREEMENT ON CREATION OF GRAPHICAL WORKS**

- 19.1. A customer who is a consumer is, in accordance with the provisions of Art. 1837(a) of the Civil Code, entitled to withdraw from a works agreement and from an agreement on the creation of graphical works within a period of fourteen (14) days from the execution thereof, provided that they have not been previously fulfilled by the provider. For withdrawal from the works agreement and from the agreement on the creation of graphical works, the customer can utilize the template form provided by the provider, which comprises an annex to the terms of business.
- 19.2. If a customer who is a consumer withdraws from a works agreement or from an agreement on the creation of graphical works, it shall pay the provider a proportionate part of the agreed price (remuneration) for the performance provided until the moment of withdrawal from such agreement.
- 19.3. The provider is entitled to withdraw from a works agreement and from an agreement on the creation of graphical works at any time without stating a reason, until the time of the fulfillment of the obligation of both parties under such agreements. In the event of

withdrawal according to the previous sentence, the provider shall return the price or paid advance to the customer no later than within fourteen (14) days of such withdrawal, in non-cash form to the account specified by the customer.

## 20. RIGHTS UNDER DEFECTIVE PERFORMANCE

- 20.1. Rights under defective performance shall be governed by the relevant generally binding regulations (primarily the provisions of Art. 1914 to 1925, Art. 2099 to 2117, Art. 2161 to 2174 and Art. 2615 to 2619 of the Civil Code).
- 20.2. The customer is obligated to inspect the goods or other performance by the provider under the Agreement with due care as soon as possible after the passing of the risk of damage to the goods and once again prior to their use.
- 20.3. In cases where the customer is not a consumer, the following shall apply:
- 20.3.1. The customer's rights arising from the provider's liability for defects, including the provider's warranty liability (if a warranty is provided), shall be asserted by the customer in writing, at the address of the provider's place of business or at the provider's electronic mail address [obchod@inetprint.cz](mailto:obchod@inetprint.cz) (hereinafter the "**warranty claim**").
- 20.3.2. In the event that goods have been delivered in a different quantity, quality or execution than stipulated by the purchase agreement, the warranty claim must be asserted with the provider without delay, no later than within three (3) days of the receipt or picking up of the goods. If a warranty claim is not made within such deadline, the goods are considered to have been duly delivered. Along with a written warranty claim, the customer is obligated, in such case, to submit the goods to which the warranty claim pertains and the relevant delivery notes for the goods.
- 20.3.3. In the event that the transport of the goods to the customer is arranged for by way of PPL CZ s.r.o., identification number (IČ): 25194798, with registered office at Praha 10, Malešice, U Vozovny 658/8, PSČ 10800 (hereinafter "**PPL CZ s.r.o.**") and the goods are delivered by PPL CZ s.r.o. in a damaged state, the customer is obligated to immediately contact the dispatching center of PPL CZ s.r.o. and to draw up a record of the damage. Neither the customer nor any third parties may handle the damaged goods transported by PPL CZ s.r.o. in any way, until the moment of the arrival of a PPL CZ s.r.o. liquidator. In the event that the customer breaches any of the obligations set out in the previous sentences of this paragraph (Art. 20.3.3), the goods are considered by the provider to have been

**Terms of Business - iNET Solutions s.r.o.**

Page 20

Valid as of 1 February 2016

duly delivered.

20.3.4. The provider shall settle the warranty claim in accordance with the generally binding legal regulations. If the provider's performance under the Agreement has defects, the customer's claims under liability for defects will be satisfied in the manner as stated hereafter, in the following order: by delivery of missing goods, with a reasonable discount on the provider's remuneration, through the elimination of any other defects, by delivery of replacement goods in place of the defective goods.

20.3.5. The warranty claim on goods by the customer shall not affect its obligation to pay the purchase price or to fulfill other obligations in regard to the provider.

20.3.6. The customer is entitled to the compensation of the necessary costs incurred by it in direct connection with the assertion of the warranty claim only if the warranty claim was justified.

20.4. In cases where the customer is a consumer, the following shall apply:

20.4.1. The provider is liable to the customer for the goods having no defects as of receipt. Primarily, the provider is liable to the customer to ensure that at the time when the customer takes receipt of the goods

20.4.1.1. the goods have the properties that the parties have agreed upon, and if there is no such provision, they have such properties that the provider or the manufacturer has described or which the customer expected in view of the nature of the goods and on the basis of advertising carried out by them,

20.4.1.2. the goods are fit for the purpose that the provider states for their use or for which the goods of such kind are usually used,

20.4.1.3. the goods correspond in quality or execution to the agreed sample or template, if the quality or execution was stipulated according to an agreed sample or template,

20.4.1.4. the goods are of a corresponding quantity, amount or weight and

20.4.1.5. the goods comply with the requirements of legal regulations.

20.4.2. The provisions set out in Art. 20.4.1 of the terms of business shall not apply in the case of goods sold for a lower price to a defect for which the lower price was agreed, to wear and tear of goods caused by its normal use, in the case of used goods to a defect corresponding to the extent of use or wear and tear that the goods had at the time of receipt by the customer, or if it follows from the nature of the goods.

**Terms of Business - iNET Solutions s.r.o.**

Page 21

Valid as of 1 February 2016

- 20.4.3. If a defect shows up in the course of six months from receipt, it is presumed that the goods were already defective at the time of receipt. The customer is entitled to exercise the right under a defect that shows up in consumer goods within a period of twenty-four months from receipt.
- 20.4.4. The customer exercises rights under defective performance with the provider, at the address of the provider's place of business or at the provider's electronic mail address [obchod@inetprint.cz](mailto:obchod@inetprint.cz). The moment of assertion of a warranty claim is considered to be the moment when the provider has received the goods to which the warranty claim pertains from the customer.
- 20.5. In cases where the Agreement is entered into in writing, the customer waives, in accordance with the provisions of Art. 1916(2) of the Civil Code, its rights under defective performance by the provider under the Agreement.
- 20.6. The contracting parties have agreed that unless generally binding legal regulations provide otherwise, the provider is liable only for an intentional or negligent breach of its obligations.

**21. USE OF THE WEBSITE**

- 21.1. The customer or any other person utilizing the website acknowledges that, without the previous written consent of the provider, it is not entitled to use the texts, graphic works or other objects subject to copyright protection located on the website.
- 21.2. The customer or any other person utilizing the website acknowledges that the website may not be accessible continuously, primarily in view of the necessary maintenance of the provider's hardware and software equipment or third parties.
- 21.3. The customer is not entitled, in utilizing the provider's website (server) to use mechanisms, software or other means that have or could have a negative effect on the operation of the website or server. The website and user account can be used only in accordance with the designation of the service, within a scope that is agreed and which is not to the detriment of the rights of other users.

**22. DELIVERY – LEGAL ACTS**

- 22.1. Unless agreed otherwise, all legal acts relating to the Agreement must be delivered to the other contracting party in writing, by way of electronic mail, telefax, in person or by registered mail through a postal services operator (according to the sender's choice) in accordance with the contact information that the parties mutually provide to one another

**Terms of Business - iNET Solutions s.r.o.**

Page 22

Valid as of 1 February 2016

when executing this agreement. If a contracting party notifies the other contracting party of a change in its contact information, delivery will be made in accordance with such newly notified contact information.

**22.2. A message is delivered:**

- 22.2.1. in the event of delivery by electronic mail, as of the moment of its receipt on the incoming mail server; the integrity of messages sent by electronic mail must be secured with a certificate (electronic signature),
- 22.2.2. in the event of delivery in person or by way of a postal services operator, as of the receipt of the package by the addressee,
- 22.2.3. in the event of delivery in person or by way of a postal services operator, also as of refusal to take receipt of the package if the addressee (or a person authorized to take receipt of the package on its behalf) refuses to take receipt of the package,
- 22.2.4. in the event of delivery by way of a postal services operator, also as of the elapse of a period of ten (10) days from the depositing of the package and provision of a notice to the addressee to take receipt of the deposited package, if the package is deposited with the postal services operator, even in the event that the addressee did not find out about the depositing.

**23. ARBITRATION CLAUSE**

- 23.1. The provider and the customer have agreed that all of the financial disputes that arise from the Agreement or in connection with it, including matters regarding its validity, its interpretation, disputes regarding its securing, the enforcement or termination of rights arising under such legal relationship or relating thereto, shall be definitively decided, to the exclusion of the jurisdiction of the common courts, before the Arbitration Court of the Czech Chamber of Commerce and the Czech Agrarian Chamber by three arbitrators in accordance with its rules. In arbitration proceedings, all documents including the arbitration award are delivered to the postal or electronic address that is stated in this Agreement, or of which the arbitrators were informed. Delivery can always also be made to other known addresses where the party is located or where it is picking up mail, and also always at the address stated in the population registry information system. If the addressee fails to take receipt of a package sent by the arbitrators in a stated manner, such parcel is considered to be delivered as of the date of its return to the arbitrators. Delivery by way of a trustee, an official court notice board or other publicly accessible location shall not be used. The arbitration

proceedings shall be non-public. A hearing need not be ordered for the hearing of the merits of the matter if, according to the arbitrators, a decision can be made in the matter only on the basis of the documentary evidence submitted by the parties. The fee for the arbitration proceedings is due for payment as of the filing of the action and is in the amount of 3% of the value of the subject of the dispute, but at least CZK 5,000 (plus VAT).

## 24. FINAL PROVISIONS

- 24.1. The parties agree that if the legal relationship established by the Agreement contains an international (foreign) element, then the relationship shall be governed by Czech law, to the exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 24.2. The Agreement, as well as the rights and obligations arising under the Agreement or in connection with it, shall be governed by the Civil Code, whereby, for the purposes of the Agreement, the contracting parties:
- 24.2.1. exclude the application of established trade practices within the meaning of the provisions of Art. 558(2) of the Civil Code in the event that the customer is a businessperson or business entity;
- 24.2.2. exclude the provisions of Art. 1748 of the Civil Code;
- 24.2.3. exclude the application of the provisions of Art. 1799 and 1800 of the Civil Code in the event that the customer is a businessperson or business entity.
- 24.3. Unless expressly agreed otherwise, the customer's terms of business (sale) shall not apply to the contractual relations between the provider and the customer.
- 24.4. The provider is authorized to conduct activity under the Agreement on the basis of a trade license and the provider's activity is not subject to any other licensing.
- 24.5. The Agreement is archived by the provider in electronic form and is not publicly accessible.
- 24.6. If any of the provisions of the Agreement or of the terms of business is invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision whose import is closest to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of other provisions. Changes and supplements to the Agreement or to the terms of business shall require written form.
- 24.7. The annex to the terms of business is comprised of a template form for withdrawal from the purchase agreement and for withdrawal from the works agreement and for withdrawal

**Terms of Business - iNET Solutions s.r.o.**

Page 24

Valid as of 1 February 2016

from the agreement on the creation of graphical works.

## 24.8. Provider's contact information:

- Registered address – invoicing address:
  - **iNET Solutions s.r.o.**
  - **Hostivařská 92/6**
  - **Praha 10, 102 00**
  - Identification number (IČ): **26775751**
  - Tax identification number (DIČ): **CZ26775751**
- Place of business – address for all correspondence, picking up packages, personal meetings, etc.
  - **iNETPrint.cz**
  - **Hostivařská 92/6**
  - **Praha 10 - Hostivař, 102 00**
  - Website address: **<http://www.inetprint.cz>**
  - Electronic mail address: **[obchod@inetprint.cz](mailto:obchod@inetprint.cz)**
  - Telephone: **222 367 900**
  - Fax: **222 954 633**
  - Data box ID: **8dibxdz**
  - DUNS identifier: **511076387**
  - EKOKOM identifier: **EK-F00160054**

In Prague on 1 February 2016  
iNET Solutions s.r.o.