

General Terms and Conditions of BS Systems s.r.o.

For the purpose of specifying the rights and obligations arising from contractual relations, where the seller is BS Systems s.r.o., with its registered office at Republikánská 1102/45, 312 00 Plzeň, Czech Republic, ID No. 29098947 (hereinafter referred to as "BS Systems"), this company issues, following Art. 1751 of Act 89/2012 Coll., Civil Code, as amended, the following General Terms and Conditions of BS Systems s.r.o. (hereinafter referred to as the "Terms and Conditions"):

Article I General Provisions

I. 1. The purpose of these Terms and Conditions is to specify the rights and obligations of the contracting parties from the business dealings and concluded purchase contracts, where BS Systems is the seller.

I. 2. These Terms and Conditions form an integral part of any purchase contract concluded between BS Systems and the buyer. Provisions deviating from these Terms and Conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract shall prevail over the provisions of these Terms and Conditions.

Article II Goods

II. 1. The subject matter of performance shall be products, goods or services as offered by BS Systems (hereinafter referred to as the "goods"). Information about the goods, including the prices of the individual goods and their main characteristics, is given for every individual product in the online shop catalogue.

II. 2. All the presentation of the goods in the online shop catalogue is for information purposes only, and the seller is not obliged to conclude a purchase contract for the goods.

II. 3. BS Systems is obliged to deliver the goods according to the technical documentation for these goods in accordance with its offer and the buyer's order.

II. 4. The buyer undertakes to take delivery of the number of BS Systems' products specified in the contract, the number of products and the time of delivery being specified in the purchase contract.

Article III Price

III. 1. The prices of BS Systems' goods are contractual and, unless otherwise agreed, are set according to BS Systems' price lists valid on the date of the order, which have been communicated to the buyer. The price agreement contained in the purchase contract shall prevail over the price stated in the relevant price list. Value added tax at the statutory rate will be added to the prices. The prices are quoted in Czech korunas.

III. 2. Prices of goods are FOB, parity Plzeň in accordance with INCOTERMS 2020, unless agreed otherwise.

III. 3. In case of buyer's request, BS Systems shall arrange delivery of the goods to the buyer at the buyer's expense.

III. 4. The price of the goods does not include the cost of packaging and other items associated with the delivery of the goods to the buyer, unless agreed otherwise.

Article IV Terms of Delivery

IV. 1. All the arrangements between BS Systems and the buyer concerning the ordering, delivery, and acceptance of the goods shall be possible only in writing.

IV. 2. Unless specified otherwise, the place of delivery is the registered office of BS Systems.

IV. 3. BS Systems is entitled to postpone the delivery of the goods without penalty, compared to the term agreed in the contract, if the buyer has not fulfilled his obligations, which should have preceded the delivery of the goods (in particular if he has not paid the advance payment of the purchase price), or if BS Systems has discovered circumstances after the contract has been entered into which give rise to a legitimate concern that the buyer will not fulfil his contractual payment obligations (e.g. insolvency petition has been filed or enforcement proceedings are pending against the buyer, or if the buyer has failed to pay for previous deliveries within the agreed period), whereupon the delivery shall be deemed to have been fulfilled, providing:

- a) BS Systems notifies the buyer that the goods are ready for acceptance by the buyer,
- b) The goods are handed over to the first carrier for transport to a place specified by the buyer if the contract provides for the goods to be shipped by BS Systems.

IV. 4 BS Systems is also entitled to postpone the delivery of the goods without penalty, compared to the term agreed in the contract, in the event that the subcontractors or manufacturers fail to deliver the materials necessary for the manufacture of the goods in due time due to a natural event, war, civil unrest, strike, lockout, official order, epidemic disease, delay or other breach of contractual obligations of the carrier, as well as due to any circumstances beyond their control.

IV. 5. The buyer is obliged to accept the goods delivered by the seller under the contract, even if they represent partial performance. BS Systems shall be entitled to the payment of the purchase price corresponding to the quantity of goods actually delivered.

IV. 6. The risk of damage to the goods passes to the buyer at the moment of acceptance of the goods by the buyer or a third party authorised in writing by the buyer.

IV. 7. Unless otherwise agreed in the contract, product spare parts shall be deemed not to be part of the delivery.

IV. 8. The buyer is not entitled to remove or eliminate any identifying marks from BS Systems' goods intended for resale, in particular those specifying the characteristics or manufacturer of these products. The buyer shall not sell under the names of BS Systems products the products of other manufacturers or sellers, otherwise the buyer shall be liable for damages resulting from such actions, including lost profits and damages consisting in the damage to the reputation of BS Systems.

Article V Terms of Payment

V. 1. Unless otherwise agreed between the parties, a deposit of 50% of the total price of the goods is required for every order. This deposit shall be required on the date of confirmation of the order by BS Systems, and BS Systems shall issue an advance invoice to the buyer in respect of this deposit. The remaining 50% of the price of the goods shall be payable by the buyer at the latest when the goods are ready for shipment at BS Systems.

Upon payment of the purchase price, BS Systems shall issue the buyer with a proper tax document (invoice) containing all the details required by the relevant statutory provisions.

V. 2. Payments are normally made in Czech korunas. Payments for the goods are also possible in EUR or USD. In this case, the buyer shall use the current exchange rate of the Czech National Bank for the conversion of the amount from CZK to EUR, (http://www.cnb.cz/cs/financni_trh/devizovy_trh/kurzy_devizoveho_trhu/dennikurz.jsp). The current exchange rate is the rate announced by the Czech National Bank on the due date of the specific amount.

V. 3. Unless payment in cash is expressly agreed in writing, the purchase price shall be transferred to the account communicated to the buyer by BS Systems. The buyer's obligation to pay the price shall be deemed to be fulfilled upon crediting the amount to BS Systems' account.

V. 4. The goods delivered shall remain the property of BS Systems until they are paid for in full by the buyer (retention of title).

V. 5. If the buyer is in default of payment, BS Systems shall have the right to ask the buyer to return the unpaid goods at the buyer's expense and risk. The buyer hereby consents to BS Systems removing the said goods in such an event, and for this purpose consents to BS Systems entering the buildings and grounds where such goods are stored and to the removal of the goods. The withdrawal of the goods per to this provision shall not have the effect of withdrawal. The buyer shall treat the goods that are subject to the reservation of ownership in such a manner, so as to prevent their devaluation, damage, destruction, theft or loss. The buyer may not alienate, pledge or otherwise encumber the goods with third party rights during the period of the retention of title.

V. 6. Offsetting of the purchase price against the buyer's claim against BS Systems is only possible, provided that this claim is expressly acknowledged by BS Systems or admitted through a court decision. Debts other than the above may be offset only by agreement of the parties.

V. 7. The buyer is not entitled to claim a right of retention against BS Systems in respect of a disputed claim against BS Systems, the subject matter of which is the goods supplied by BS Systems.

V. 8. If the buyer is in default of payment, BS Systems shall also be entitled to charge the buyer a contractual penalty of 0.2% of the amount due for each day of delay after the due date. If BS Systems has only partially performed the contract, BS Systems also reserves the right to withhold performance of the remainder of its obligation without this being considered a breach of the contract.

V. 9. The contractual penalty agreed above shall not affect any potential damages claimed by BS Systems.

V. 10. In the event of non-compliance with the terms of payment by the buyer, BS Systems shall be entitled to withdraw from the contract. Claims for compensation for damages or payment of contractual penalties are not affected by the withdrawal from the contract.

Article VI Warranty Conditions

VI. 1. The warranty is governed by the applicable legislation of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code"). The warranty is 1 year from the date of delivery of the goods to the buyer, unless agreed otherwise. The warranty period of the Rolletic Original equipment is 2 years. In case of the Ballancer, Lympha Press, and Phlebo Press DVT compressors, the warranty period is 2 years.

VI. 2. BS Systems shall not be liable for damage caused by any improper or inappropriate use of the products and goods or by unreasonable loads placed on the goods or by improper handling. Furthermore, it shall not be liable for damage caused by normal wear and tear. BS Systems shall not be liable for damages if the subject of the contract of sale has been altered or used in a manner not approved by the manufacturer.

VI. 3. The seller shall only be liable for quality defects in the area of subcontractors or manufacturers to the extent that and to the extent that these subcontractors or manufacturers are liable.

Article VII Defect Claims - Complaints

VII. 1. The buyer is obliged to inspect the goods properly upon receipt and to acknowledge receipt on the carrier's transport contract or delivery note.

VII. 2. Except as otherwise provided herein, the provisions of Art. 2099 to 2105 and 2112 of the Civil Code shall apply to defect claims against BS Systems.

VII. 3. All the notifications of defects must be sent to the seller in writing. Obvious defects must be claimed within five days of receipt of the goods and hidden manufacturing defects (defects undetectable on receipt even with professional care) within twelve or twenty-four (Rolletic Original, Ballancer compressor, Lympha Press compressor, and Phlebo Press DVT) months of receipt of the goods. Termination of the life of the equipment due to its excessive use before the warranty expires is not considered a manufacturing defect. If the buyer fails to report a defect in time, the effects per the provisions of Art. 2111 of the Civil Code take place.

VII. 4. The buyer's claims arising from defects in the goods shall only be recognised if they are notified in time and within the warranty period and if the buyer proves that the defects were caused by faults on the part of BS Systems. A prerequisite for the acceptance of a claim for defects in the goods is the acceptance of the claim by BS Systems on the basis of its own technical examination. In order for a claim to be accepted, the buyer is obliged to transport the goods at his own expense to BS Systems' address, unless agreed otherwise.

VII. 5. If the prerequisites for the recognition of a claim are defects in the goods and if the delivery of defective goods is a material breach of contract, BS Systems shall, at its discretion or by agreement with the buyer:

- a) Supply the missing quantity of goods,
- b) Replace the defective goods with faultless goods, or restore the goods to that condition,
- c) Provide a reasonable discount on the purchase price,
- d) Reimburse the buyer for the cost of returning the defective goods, if the buyer has requested BS Systems to do so,
- e) if the buyer arranges for service to be carried out at the location of the goods, supply replacement parts.

VII. 6. The right to delivery of replacement goods or reimbursement of the costs associated with the return of defective goods shall only arise for the buyer upon return of the defective goods to BS Systems.

Article VIII Withdrawal from the Contract

VIII. 1. The buyer has the right to withdraw from the contract without giving any reason within fourteen days. The period under the first sentence shall run from the date of receipt or delivery of the goods.

VIII. 2. If the buyer withdraws from the contract, he shall send or hand over to BS Systems the goods he has received from BS Systems without undue delay, at the latest within fourteen days from the date of withdrawal, at his own expense. The form for exercising the right of withdrawal is available on the BS Systems website or at the company's premises.

VIII. 3. The buyer shall return the goods complete, with full documentation and undamaged, including, if possible, the original packaging and in the condition and value in which the goods were received. The seller shall be entitled to unilaterally set off the claim for compensation for damage to the goods against the buyer's claim for reimbursement of the purchase price. The buyer shall bear the costs of returning the goods to the seller, even if the goods cannot be returned by the usual shipping method due to their nature.

VIII. 4. It is not possible to withdraw from the contract if the subject of the contract is the purchase of goods in closed packaging, which the consumer has removed from the packaging and cannot be returned in its original condition for hygienic reasons.

VIII. 5. If the buyer withdraws from the contract, BS Systems shall refund the funds received, excluding the delivery costs, which it has received from the purchaser under the contract without undue delay, but no later than fourteen days from the date of withdrawal.

VIII. 6. If the buyer withdraws from the contract, the seller is not obliged to return the funds received to the buyer before the buyer has handed over the goods to the seller or proved that he has sent the goods to the seller.

VIII. 7. The seller is entitled to withdraw from the purchase contract due to no stock available, unavailability of the goods or when the manufacturer, importer or supplier of the goods has discontinued the production or import of the goods. The seller shall promptly inform the buyer via the email address specified in the order and shall return all monies, including delivery costs, received from the buyer under the contract within 14 days of notification of withdrawal from the contract, in the same manner or in the manner specified by the buyer.

Article IX Force Majeure

IX. 1. Circumstances, which exclude the liability of BS Systems, shall be deemed to prevent the performance of its contractual obligations, natural events, war, civil disturbance, strike, lockout, official orders, epidemic diseases, delay or other breach of the carrier's contractual obligations, as well as circumstances which have occurred independently of its will.

IX. 2. If any circumstances of force majeure occur in the period prior to the agreed time of performance (delivery period), claims by the purchaser for damages caused by late delivery against BS Systems are excluded.

IX. 3. If any force majeure circumstances arise, BS Systems is obliged to inform the buyer immediately in writing of their occurrence and nature, or, if it is known with regard to the circumstances, to indicate whether and when it will be able to fulfil its obligations later. In the absence of force majeure, BS Systems is obliged to perform its obligations under the contract to the buyer additionally, unless the buyer no longer insists on additional performance.

Article X

Personal Data Protection and Confidentiality

X. 1. The seller processes personal data for the purpose of concluding and fulfilling the rights and obligations arising from the contract. The personal data processed is provided with the highest standard of protection in accordance with the legislation on the protection of personal data and the principles set out on the seller's website (<http://www.bs-systems.cz/ochrana-osobnich-udaju/>).

X. 2. The seller undertakes to maintain the confidentiality of the personal data of the buyer, his employees or subcontractors of the buyer and to provide sufficient protection to prevent unauthorised or accidental access to, alteration, destruction or loss of personal data, unauthorised transfers, unauthorised processing or other misuse of personal data.

X. 3. All the data of the buyer, communicated during the ordering of goods or in the context of another contractual relationship, are considered confidential and may not be disclosed to third parties, except for business partners (especially those providing distribution and payment services), only to the extent necessary for the implementation of their activities.

X. 4. The seller shall process the personal data in the exact form in which it receives them from the buyer, in accordance with the stated purpose for which they are processed and to the extent necessary to fulfil such purpose, and shall keep them only for the time necessary for the purpose of its processing.

X. 5. The buyer is entitled, in addition to his rights under the law (if it is the subject of the processing of personal data), to request the seller to provide information on the extent of the processing of personal data in relation to the performance of the contract with the buyer.

X. 6. The parties agree to their mutual obligation of confidentiality with regard to the facts that constitute their business secrets and any other facts that come to their knowledge in the course of the performance of the contract. This obligation shall survive the termination of this contract.

X. 7. The online shop makes use of functions that can store cookies on the computer or other terminal device through which the buyer visits the online shop. The storage of cookies can be refused by disabling their storage via the user settings of the browser.

X. 8. The seller is a data administrator per Art. 4 item 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "GDPR").

X. 9. Personal data means any information about an identified or identifiable natural person; an identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, a network identifier or to one or more specific elements of the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

X. 10. The seller processes personal data provided by the buyer or personal data obtained by the seller as a result of the fulfilment of an order.

X. 11. The lawful reason for personal data processing is

- Performance of a contract between the buyer and the seller per Art. 6 par. 1 let. b) of the GDPR,
- The buyer's consent to processing for the purpose of providing direct marketing (in particular for sending commercial communications and newsletters) per Art. 6 par. 1 let. a) of the GDPR in conjunction with Art. 7 par. 2) of Act No. 480/2004 Coll., on certain information society services in the absence of an order for goods or services.

X. 12. The purpose of the personal data processing is

- Processing the buyer's order and exercising the rights and obligations arising from the contractual relationship between the buyer and the seller; when placing an order, personal data is required that is necessary for the successful processing of the order (name and address, contact), the provision of personal data is a necessary requirement for the conclusion and performance of the contract, without the provision of personal data it is not possible to conclude the contract or its performance by the seller,

X. 13. The seller keeps personal data

- for a period necessary to exercise the rights and obligations arising from the contractual relationship between the seller and the buyer and to assert claims arising from such contractual relationship (for a period of 15 years from the termination of the contractual relationship).

X. 14. After the expiry of the retention period, the seller shall delete the personal data.

X. 15. The recipients of personal data are persons

- involved in the delivery of the goods and the execution of payments under the contract,

X. 16. The seller does not intend to transfer personal data to a third country (non-EU country) or any international organisation.

X. 17. Under the conditions set out in the GDPR, the buyer has

- the right of access to his personal data per Art. 15 of the GDPR,
- the right to rectification of personal data per Art. 16 of the GDPR, or restriction of processing per Art. 18 of the GDPR,
- the right to erasure of personal data per Art. 17 of the GDPR,
- the right to object to processing per Art. 21 of the GDPR; and
- the right to portability of data per Art. 20 of the GDPR.
- The right to withdraw consent to processing in writing or electronically to the address or e-mail of the seller.

X. 18. In addition, the buyer has the right to file a complaint with the Office for Personal Data Protection if he believes that his right to personal data protection has been violated.

X. 19. The seller declares that he has taken all the appropriate technical and organisational measures to secure personal data.

X. 20. The seller has taken technical measures to secure data storage and storage of personal data in the paper form.

X. 21. The seller declares that only persons authorised by it have access to the personal data.

X. 22. By submitting an order through the online order form, the buyer confirms that he has read the terms and conditions of the protection of personal data and that he accepts them in their entirety.

X. 23. The seller is entitled to change the terms and conditions of personal data processing. The seller shall publish the new version of his privacy policy on his website.

Article XI Dispute Resolution

XI. 1. All the relations and disputes arising from these Terms and Conditions and the contract shall be resolved in accordance with the regulations in force in the Czech Republic. Any disputes arising out of the business relationship under the contract between BS Systems and the buyer, the parties undertake to resolve by mutual agreement in the Czech Republic.

XI. 2. Legal relations not expressly regulated by the purchase contract or, alternatively, by the Terms and Conditions shall be governed by the relevant provisions of Art. 2079 et seq. of the Civil Code.

Article XII Ineffectiveness of the Conditions

XIII. 1. The invalidity or ineffectiveness of the individual terms and conditions of these General Terms and Conditions shall not affect the validity of any other provisions, which are hereby unaffected.

XIII. 2. In the event of invalidity or ineffectiveness of the individual provisions of these Terms and Conditions, BS Systems shall be entitled to replace such provisions with new ones in such a way that the original purpose and scope are maintained. The changes shall take effect against the buyer via the first order after notification thereof.

Article XIII Validity and Effectiveness

XIII. 1 These General Terms and Conditions of BS Systems s.r.o. shall come into force and effect on 16 December 2021.

XIII. 2. These General Terms and Conditions may be amended to a reasonable extent in accordance with the provisions of Art. 1752 of the Civil Code, if the nature of the obligation implies a reasonable need for their subsequent amendment. Such an amendment shall be notified to the party by electronic communication (e-mail) and, if the seller does not have information about the Contracting Party's e-mail address, by the postal service provider at the Contracting Party's registered office, residence or address known to the buyer.

Article XIV Final Provisions

XIV. 1. All the agreements between the seller and the buyer shall be governed by the laws of the Czech Republic. If the relationship established by the purchase contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights resulting from the generally binding legal regulations.

XIV. 2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of Art. 1826 par. 1 let. e) of the Civil Code.

XIV. 3. All the rights to the seller's website, in particular the copyrights to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the seller. It is prohibited to copy, modify or otherwise use the website or any part thereof without the consent of the seller.

XIV. 4. The seller shall not be liable for errors resulting from third party interference with the online shop or from its use contrary to its intended purpose. The buyer shall not use any procedures in the use of the online shop that could have a negative impact on its operation and shall not perform any activity that could allow him or third parties to interfere with or make unauthorised use of the software or other components forming the online shop and use the online shop or its parts or software in a manner that would be contrary to its purpose or intent.

XIV. 5. The purchaser hereby assumes the risk of a change of circumstances within the meaning of Art. 1765 par. 2 of the Civil Code.

XIV. 6. The Purchase Contract, including the Terms and Conditions, is archived by the seller in its electronic form and is not accessible.

XIV. 7. The seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.