

# General Terms and Conditions of HDL Automation s.r.o.

## I. General Provisions

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") are the business terms pursuant to Sections 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"). The purpose of these GTC is to define in detail the legal relations concerning the sale of goods and the provision of services related to the sale of goods (hereinafter referred to as "goods") established between HDL Automation s.r.o., Company ID: 25115103, registered office at Hvězdova 1734/2c, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague under file number C 50964, as the seller (hereinafter referred to as the "Seller"), and the customer as the buyer, who is typically an entrepreneur or a consumer (hereinafter referred to as the "Buyer").

1.2 Sales are conducted via the online store at [www.hdl-automation.cz/eshop.cz](http://www.hdl-automation.cz/eshop.cz) (hereinafter referred to as the "E-shop"). These GTC also apply to all other potential contracts and agreements concluded with the Buyer regarding the sale of goods.

1.3 By placing an order, the Buyer confirms that they have read and agreed to these GTC in their current and effective version at the time of submitting the order, making the GTC binding.

1.4 The Seller reserves the right to unilaterally amend and update these GTC in accordance with Section 1752 of the Civil Code by issuing a new version.

## II. Ordering Goods

2.1 An order is considered an offer to conclude a purchase agreement (hereinafter referred to as the "offer") within the meaning of Section 1731 of the Civil Code. It constitutes a unilateral legal act by the Buyer addressed to the Seller.

2.2 To place an order via the E-shop at [www.hdl-automation.cz/eshop.cz](http://www.hdl-automation.cz/eshop.cz), the Buyer must register, and the Seller must approve the registration.

2.3 Product information provided on the website [www.hdl-automation.cz](http://www.hdl-automation.cz) is for informational purposes only. The Buyer will receive goods corresponding to their name, code, and description.

2.4 The Buyer is obliged to protect their access credentials to the E-shop from misuse or theft; otherwise, they bear responsibility for any unauthorized use.

2.5 The Buyer is bound by the electronic order once submitted.

2.6 A purchase agreement for the supply of requested goods is concluded if the Seller does not reject the order or propose amendments within 3 business days. For email or other electronic communications, the agreement is concluded under similar conditions to those applied via the E-shop.

2.7 If the Buyer defaults on any payment due to the Seller, the Seller may refuse to accept any further orders from the Buyer.

## III. Purchase Price and Payment Terms

3.1 The price for the Buyer and the recommended retail price for end customers are displayed in the E-shop for each product and are only visible after the Buyer's registration. The prices indicated by the Seller are binding unless there is an apparent error, such as a significant discrepancy from comparable market prices.

3.2 The Seller reserves the right to change prices without prior notice. All prices exclude shipping, handling, and any additional fees related to order processing and payment.

3.3 Payment of the purchase price is made via bank transfer based on an invoice or a pro forma invoice issued by the Seller. Invoices include all statutory requirements under Czech law. Payment on delivery may only be made as cash on delivery through the contractual carrier.

3.4 Prepayment is required based on an issued invoice. Invoice due dates are generally set at 15 calendar days from the issuance date unless otherwise agreed. The Seller may extend the due date at its discretion.

3.5 The Buyer may not withhold payment of the purchase price or any part thereof due to any counterclaims, including claims arising from defective performance (complaints). The Buyer is also not authorized to offset the purchase price or its part unilaterally against claims against the Seller or claims acquired from a third party.

3.6 The purchase price (or any other monetary debt of the Buyer) is deemed paid when the invoiced amount is duly credited to the Seller's bank account within the agreed term.

3.7 Ownership of the goods transfers to the Buyer only upon full payment of the purchase price. However, the risk of damage to the goods passes to the Buyer upon delivery.

## **IV. Delivery Terms**

4.1 Goods in stock are dispatched promptly, no later than 3 business days after receiving payment based on the issued pro forma invoice.

4.2 For goods not in stock, delivery may take up to 30 business days from receipt of prepayment. For custom orders, delivery times may be longer.

4.3 Delivery is made through the Seller's contractual carrier. Details on shipping options, fees, weight limits, and deadlines for dispatch will be provided upon order confirmation. The basic delivery price includes insurance per the carrier's terms.

4.4 Personal collection is possible only after payment via pro forma invoice or with deferred payment terms. Collection must be arranged at least one business day in advance. The individual collecting the goods must authenticate themselves by presenting the order confirmation.

4.5 The Seller is not liable for non-delivery or delayed delivery caused by force majeure or circumstances beyond its control.

## **V. Claims and Warranty Conditions**

5.1 The Seller reserves the right to appoint a third party, their contractual partner, to handle claims. The Seller will inform the Buyer of the designated party when the claim is submitted/reported. The Buyer is obliged to adhere to this procedure.

5.2 The Seller guarantees the quality of the goods, ensuring that they will remain fit for customary (or agreed) use or retain their customary (or agreed) properties for a certain period. The Seller provides a warranty for the quality of the delivered goods for a duration of 24 months. The usability conditions for each product are determined in the Warranty Certificate confirmed by the Seller or the Product Catalogue listed on [www.hdl-automation.cz](http://www.hdl-automation.cz). If the Buyer has both the right to claim defective performance (§ 2100 of the Civil Code) and warranty rights (§ 2113 of the Civil Code), the warranty conditions take precedence.

**5.3** The Seller is liable for defects present in the goods or services at the time of delivery to the Buyer (liability for defective performance); this liability does not constitute a warranty under § 2113 et seq. of the Civil Code. The warranty covers material defects, functional defects, or defects arising during production, assembly, or installation performed by the Seller. If the Seller provides a warranty for used goods, the warranty period is agreed upon individually. Unless the goods were declared as used at the time of sale and a warranty was granted, the Seller is liable for listed defects that manifest during the warranty period. The warranty does not cover defects caused by improper handling, unprofessional or excessive use, installation, or damage from electrostatic discharge. Furthermore, the warranty excludes damage resulting from excessive mechanical wear. Warranty conditions for each product may be further restricted by the relevant Product Catalogue or User Manual. The warranty does not cover defects caused by natural disasters, violent damage, weather effects, or other external events occurring after the risk of damage to the goods has transferred, nor defects resulting from operation under extremely unusual conditions. The warranty also excludes defects caused by the use of improper or defective software, incorrect or unsuitable consumables, or damages resulting from such use. The warranty becomes void if unauthorized interventions are made to the goods by anyone other than the Seller or a party explicitly authorized by the Seller. The above warranty conditions must be incorporated by the Buyer into their contractual relations with their customers. If the Seller provides a quality guarantee for the goods, it does not cover software installed on the sold device.

**5.4** The warranty period begins on the date of sale, i.e., the date of delivery to the Buyer or the date the goods are handed over to the transport service for the Buyer. For goods delivered as replacements for legitimately claimed items, the original warranty granted for the replaced goods applies unless a new warranty is granted or the warranty period is extended.

**5.5** The Seller will only accept claims for goods that:

- Had a defect at the time of transfer of the risk of damage to the Buyer, even if the defect manifests later (defective performance). The Buyer must prove that the defect existed at the time of risk transfer.
- Were covered by a warranty provided by the Seller under § 2113 of the Civil Code, claimed within the warranty period and in compliance with the warranty conditions. The Buyer must exercise their warranty rights no later than the last day of the warranty period.

**5.6** The Seller will only accept claims for goods that were subject to a purchase agreement concluded between the Seller and the Buyer.

**5.7** The Buyer must accompany the claim with a description of the defect being claimed.

**5.8** Goods sent for claims must meet the following conditions:

- Must not show signs of mechanical damage.
  - Must be sent in packaging commonly used for the type of goods to protect them during transport.
  - Only original manufacturer labels are permitted; serial numbers, type designations, or other manufacturer identification marks must not be damaged, removed, or incomplete.
- Failure to meet even one of the above conditions will result in the goods being returned to the Buyer at their expense.

**5.9** The Buyer is responsible for delivering defective goods to the Seller at their own expense, including accessories unless otherwise agreed. The shipment must be clearly marked with "CLAIM" and include the Buyer's name and address. A support sheet identifying the claimed goods (type and quantity) must be included for each item or type of defective goods. The current address for the claims department is Hvězdova 1734/2c, 140 00 Prague 4, Czech Republic.

**5.10** The Buyer must file their claim without undue delay and provide proper cooperation during the claim process.

**5.11** If the claimed goods are the property of the Buyer and the Buyer refuses to retrieve the goods after the claim is resolved or denied, the Seller may store the goods at an appropriate location or entrust them to a third-party custodian. The Seller is entitled to charge costs associated with such storage in accordance with § 2402 of the Civil Code.

**5.12** For defects covered under liability for defective performance and/or warranty, the Seller will remedy the defect by repair or replacement within 30 days of receiving the defective goods. If repair or replacement is not possible, the

Seller may withdraw from the contract and issue a credit note for the purchase price of the claimed goods as per the purchase agreement.

**5.13** If the Seller finds that the claimed product is not defective or does not meet the manufacturer's criteria for warranty claims, the claim will be considered invalid, and the product will be returned to the Buyer. The Seller reserves the right to charge the Buyer for costs incurred due to an invalid claim.

**5.14** When collecting resolved claims at the Seller's warehouse, the Buyer must inspect the goods for consistency with the delivery note, including serial numbers, and check for physical damage. Any discrepancies or damage must be reported immediately, and the entire delivery rejected. Subsequent claims for delivery errors or damage are not possible.

**5.15** The Buyer must inspect shipments against the delivery note, verifying quantities and checking for intact packaging before signing for receipt. Any issues must be noted on the carrier's delivery note.

**5.16** If damage, partial loss, or a delivery error is not apparent upon receipt, the Buyer must notify the sender and carrier of the issue without undue delay, but no later than three business days after delivery. The following business day, the carrier's representative will draft a Damage Report with the Buyer. After receiving this report, the Buyer must file the claim per the instructions in these Terms and Conditions.

## **VI. Withdrawal from the Contract**

**6.1** The Buyer has the right to unilaterally cancel the order/purchase contract. Withdrawal by the Buyer is possible under the following conditions:

- Before the order is confirmed by the Seller, no cancellation fee will be charged;
- After the order is confirmed by the Seller, if the purchase price has not been paid by the Buyer, the Seller is entitled to charge a cancellation fee (compensation) of up to 10% of the purchase price of the goods being cancelled. The Buyer must pay this fee via bank transfer to the Seller's account without delay after submitting the proposal to cancel the order/contract. The cancellation is considered effective only upon payment of the cancellation fee. If the Buyer fails to pay the fee within 7 days of submitting the cancellation proposal, the Seller may insist on full compliance with the purchase contract and demand payment of the full purchase price;
- After the order is confirmed by the Seller, if the purchase price has been fully paid by the Buyer, the cancellation is allowed within 10 days from the date the payment was credited to the Seller's account. In this case, the Seller may charge a cancellation fee of up to 20% of the purchase price of the cancelled goods. The Seller is obligated to refund the difference between the purchase price and the cancellation fee to the Buyer's bank account within 15 calendar days;
- After the order is confirmed by the Seller, cancellation is not permitted for custom-made goods.

**6.2** The Buyer must request withdrawal from the contract via email sent to [sales@hdl-automation.cz](mailto:sales@hdl-automation.cz).

**6.3** The Buyer must return goods under the following conditions:

- a) The goods must be packaged separately (not together with defective goods, for example);
- b) Each individual item must be clearly labelled with the following information:

- The term '**RETURN**' prominently displayed;
- Order number;
- Business name and address of the recipient;
- Business name and address of the sender.

**6.4** If the Buyer personally delivers the returned goods, the Seller will accept the shipment but will inspect the goods for conformity and quality in a subsequent process. The Buyer will be informed of the results of this inspection.

**6.5** If the returned goods are the Buyer's property and the Buyer refuses to accept them back, the Seller is entitled to store the goods in a suitable location or transfer them to a third-party custodian. The Seller may charge the Buyer for storage costs incurred, in accordance with provisions governing safekeeping (§ 2402 of the Civil Code).

**6.6** In the event of withdrawal from the contract, the Buyer will bear the costs associated with returning the goods.

**6.7** The Buyer must pay a proportional part of the price in the event of withdrawal from a contract that involves the provision of services already commenced.

**6.8** All goods must be returned to the following address:

**HDL Automation s.r.o., Hvězdova 1734/2c, 140 00 Prague 4, Czech Republic.**

**6.9** If the Buyer is a consumer and has entered into a contract with the company via the e-shop, they have the right to withdraw from the contract within 14 days. This period starts from the contract's conclusion, provided the conditions in these Terms and Conditions are met. The consumer cannot withdraw from the contract in the following cases:

- For the provision of services that the Seller fulfilled with the prior express consent of the consumer before the withdrawal period expired;
- For goods customized according to the consumer's wishes or personal specifications;
- For repairs or maintenance performed at the consumer's request at their designated location;
- For transportation services.

**6.10** If the Buyer, as a consumer, withdraws from the contract in accordance with these Terms and Conditions, the Seller will refund all payments received from the Buyer under the contract without undue delay, and no later than 14 days from the date of withdrawal.

## **VII. Personal Data Protection**

**7.1** The Seller processes the Buyer's personal data in accordance with applicable legal regulations, specifically Regulation (EU) 2016/679 of the European Parliament and Council of April 27, 2016 (GDPR) and Act No. 110/2019 Coll., on the Processing of Personal Data.

**7.2** The Seller processes the Buyer's personal data as a data controller for the purpose of concluding a contract for goods or services the Buyer wishes to purchase. After the contract is concluded, the Seller processes personal data to properly deliver the purchased goods or provide the purchased services.

## **VIII. Final Provisions**

**8.1** Any disputes arising between the Seller and the Buyer will first be resolved through amicable negotiations. If the disputes cannot be resolved this way, they will be adjudicated according to Czech substantive and procedural law by the court with subject-matter jurisdiction, whose local jurisdiction will be determined based on the address of the Seller's registered office.

**8.2** The legal relationships arising between the Seller and the Buyer from concluded contracts or in connection with them, as well as any other matters not addressed in the contracts or these Terms and Conditions, are governed by Czech law, particularly the relevant provisions of Act No. 89/2012 Coll., the Civil Code.

**8.3** These Terms and Conditions are valid and effective from December 1, 2024, and supersede all previous versions. They are available at the Seller's registered office or electronically at [www.hdl-automation.cz](http://www.hdl-automation.cz).