

General Business and Delivery Conditions for sales of goods of Dial Telecom a.s.

1. SUBJECT OF GENERAL CONDITIONS

1.1. If no other conditions have been stipulated in writing, these General Business and Delivery Conditions of Dial Telecom a.s. (hereinafter referred to as the "Seller") issued in accordance with provision § 273 of the Commercial Code (hereinafter referred to as the "Conditions") shall regulate contractual relations arising between the seller and the purchaser written in the Order.

1.2. The contractual relationship between the Purchaser and the Seller arises either on the basis of the Purchaser signing the document labeled by the Seller as the Order (by e-mail, fax or mail) and by a written receipt of the Purchaser's order by the seller (by e-mail, fax or mail).

1.3. These Conditions shall be obligatory for the purchaser from the moment of closing the contract of purchase and they shall be an integrated part.

1.4. Applying any other general business and delivery conditions to which the Purchaser might refer, e.g. in its order, is hereby expressly ruled out.

2. DEFINITION OF CONCEPTS

2.1. The following words in these Conditions have the meaning given below. Their meaning shall remain unchanged even when used in plural. The concepts listed in these Conditions relate to all contractual documents:

- **Price list:** a contractual document which states prices for specific goods. An updated price list is displayed on the Seller's website.
- **Authorized person:** the person who is authorized to make legal acts on behalf of a contracting party.
- **Authorized signature:** a written or electronic signature of the authorized person based on a qualified certificate issued by an accredited provider of certification services pursuant to a special legal regulation.
- **Order:** a document which lists particularly technical description and specification of the goods, the price for the goods and other data. The order can be altered on the basis of an agreement of the contracting parties, on the basis of another written order made by the Subscriber (by letter, in electronic form, by fax or in a combined way) certified by the Seller, or owing to a change of prices listed below.
- **Empowered person:** a person empowered to represent a contracting party in the matter of the Order implementation.
- **Seller:** the goods are sold by Dial Telecom a.s., IC: 28175492, with its registered office at Křižíkova 36a/237, Praha 8 - Karlín, PSČ 186 00, entered in the Business Register at the Municipal Court in Prague, Section B, File 12529.

3. PURCHASE PRICE FOR GOODS AND SERVICES

3.1. The price listed with each piece of goods does not include VAT and, unless a different price is agreed upon in writing or unless it is changed throughout the year by a specially issued price list, it represents the valid purchase price for the goods for writing an order on the given day.

3.2. The price for the goods does not include the costs of delivering the goods.

4. DELIVERY TERMS

4.1. If the goods are not on stock with the Seller, the Seller shall confirm the delivery term to the Purchaser.

4.2. Goods "on stock" mean a standard delivery term of 10 – 20 working days.

5. DELIVERY CONDITIONS

5.1. Upon agreement, the Purchaser shall clearly mark in the Order one of these conditions for delivery of the goods:

- Personal hand-over in Prague;
- Profi parcel to collect on delivery;
- Profi parcel without collecting on delivery (in the case of payment in advance);
- Distribution to the Purchaser (for a contractual fee);
- Business parcel to Slovakia (for a contractual fee in the case of payment in advance).

5.2. Place and time of fulfillment of the subject of the Order is:

- Registered office of the Seller;
- Place and time of handing the goods over to the post at the registered office of the Seller;
- Place of delivery based on the Purchaser's Order.

5.3. Unless agreed upon otherwise, the Purchaser shall pay the delivery costs based on the options in section 5.1. as follows:

- Directly to the post;
- To the Seller in the form of a special item on the invoice.

5.4. The Seller is also entitled to fulfill the subject of the Order in parts and the Purchaser is obliged to take over this partial fulfillment of the subject of the Order.

6. PAYMENT CONDITIONS

6.1. The Purchaser shall pay the purchase price for the delivered goods and services, including a possible delivery fee and packaging costs, as well as possible surcharges and VAT.

6.2. Upon a mutual agreement, one of the following conditions of payment shall be marked in the Order:

- In cash, when the goods are handed over;
- Collect on delivery (post);
- Invoice after the goods are delivered.

6.3. With the pro forma invoice option of payment, the Seller shall make a selling pro forma invoice in electronic form listing all prices and VAT, and the Purchaser shall pay the pro forma invoice within the agreed upon due payment term.

6.4. The due payment term of the invoice is within 14 days from the date of its issue; the invoice shall be deemed as paid upon the whole invoiced sum being credited to the Seller's account.

6.5. The Seller is also entitled to invoice for a partial fulfillment of the subject of the Order and the Purchaser is obliged to pay such an invoice within the due payment term.

6.6. Ownership rights to the subject of the Order and based on each order shall not pass to the Purchaser before payment of the purchase price for the delivered goods in the entire sum to the Seller's account. Upon mutual agreement, this condition can be cancelled only by a written amendment to these Conditions and such an amendment is always regarded as a one-off for a specific order.

6.7. No part of the purchase price for the delivered goods may be paid by amount receivable from third parties or by contra accounting the Purchaser's own amount receivable from the Seller, unless the contracting parties agree on otherwise.



7. CONTRACTUAL PENALTIES

7.1. If the Purchaser is in default for payment of the purchase price or payment of its remainder to the Seller, the Purchaser shall pay a contractual penalty to the Seller in the amount of 0.1% per day of the debt's sum for each commenced calendar day of the default.

8. WITHDRAWING FROM ORDER

8.1. The Seller may withdraw from the Order if the Purchaser defaults on paying the deposit for more than three days after the agreed term, and also in the case of a major breach of the Order or in cases defined in the Commercial Code.

8.2. The Purchaser may withdraw from the Order only in the case of a major breach of the Order by the Seller or in cases defined by the Commercial Code.

8.3. Withdrawal from the Order shall be in writing and shall include the reason for withdrawing from the Order. Upon the delivery of the withdrawal from the Order, the Order shall be entirely canceled.

8.4. The Seller is not responsible for delay or default in delivering the goods as a result of Acts of God, or if the goods required by the Purchaser are not available on the market within the term. In such a case, the Seller shall inform the Purchaser in the form of a notice in the delivery sheet and invoice for partial fulfillment of the delivery, about an extra extended term of fulfillment or about the impossibility of delivering the goods at all; no right shall hereby arise for the Purchaser to be compensated by the Seller for possible damages. The Purchaser shall confirm the extra term of fulfillment to the Seller in writing (also by fax) within the term stated in the Seller's notice. If not, it shall mean that the Purchaser has withdrawn from the Order or its part and the Seller shall automatically, without any further notification, cancel those undelivered items of goods from the Order.

8.5. Withdrawal from the Order shall not affect the entitlement for payment of a contractual penalty and fee for warehousing.

9. OTHER STIPULATIONS

9.1. At the time in which the goods are taken over by the Purchaser or at the hand-over to the first public transporter, the risk of loss, destruction or damage of the goods shall pass from the Seller to the Purchaser.

9.2. In order to apply liability for defects, the provisions § 422 to 427 and § 429 and those subsequent of the Commercial Code shall be obligatory for the contracting parties.

9.3. The Purchaser must notify the seller in writing of any apparent defects within 2 days at the latest after delivery of the goods and of any hidden defects within 30 days at the latest. The complaint shall have no postponing effect on the due payment of the invoice in which the defective goods are invoiced for.

9.4. The Seller shall remove the accepted defects through an extra fulfillment, credit note or any other agreed upon method within 30 days at the latest after the receipt of the complaint.

9.5. The risk of damage to the goods shall pass on the Purchaser at the time the goods are taken from the Seller or at the time the Seller hands the goods over to the first independent transporter to the destination.

9.6. The Seller is not responsible for damages arisen by improper use and/or warehousing of the delivered goods.

9.7. In the case of acknowledging the defect on the goods, the Seller shall compensate only for the value of the properly notified defective goods. The complaint shall have no postponing effect on the due payment of the invoice in which the defective goods are invoiced for, and the Purchaser shall adhere to the payment term.

9.8. In the case of warehousing the finished order with the Seller for longer than 10 days from the receipt of notification that the order ready to be collected, there shall be a fee for warehousing in

the amount of CZK 100 for each day of warehousing.

9.9. Quantity differences discovered by the Purchaser outside the premises of the Seller shall be supported by the testimony of a third independent person in order to be accepted.

9.10. Non-payment for the delivered goods after the due payment term shall be considered a major breach of the Order.

10. FINAL STIPULATIONS

10.1. In cases not defined in these Conditions, this contracting relationship shall be governed by the Commercial Code and, in the case of a conflict, shall be dealt with by the locally relevant court in whose district the registered office of the Seller is located.

10.2. For the purposes of these General conditions, a delivery shall be regarded as completed as per the following:

- Handed over and taken over by the other contracting party in person;
- Delivered by a subject providing mail services to the address last announced by the Purchaser;
- A delivery in which receipt has been denied by the recipient shall also be regarded as delivered, as will a delivery which has not been collected by the recipient within the storage time;
- Delivered electronically, especially by e-mail or fax message;
- Delivered by other means, based on these General conditions.

10.3. In the case of Contractual documents existing in a foreign language, their Czech version shall always take precedence.

10.4. If the Contractual documents are in direct conflict, the following priority of documents shall be applied: Order, General conditions, Price list.

10.5. Termination of effectiveness of the Order shall not mean the end of the obligations of the contacting parties arising from the Order, General conditions or other contractual documents.

10.6. These General conditions shall become effective commencing 1. 9. 2011.

10.7. These General conditions shall replace the previously valid General conditions.

10.8. For a temporary period at the beginning of the effectiveness of these General conditions, contracting relationships might also be entered into for operational and technical reasons on the side of the Seller based on forms used until the effectiveness of these General conditions become effective. These forms shall be regarded as forms in the sense of these General conditions. The contracting relationships entered into using such forms shall be governed by these General conditions, Product specifications, Order and other contractual documents and shall be regarded as relationships entered into according to the Order defined in these General conditions.