

General Business Terms and Conditions of GEOMAT s.r.o.

Issue date: 1 April 2019
Effective date: 1 April 2019

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Article I.

General Provisions

I.1 These General Terms & Conditions of Business (the “General Terms”) apply to and are binding upon all purchase contracts and orders for goods or services, both oral and written, to be concluded by and between GEOMAT s.r.o., a company having its registered office at Pražákova 1008/69, 639 00 Brno, VAT No.: CZ25514971, as the seller (the “Company”), and a legal person or an individual-entrepreneur as the buyer.

I.2 Any legal relation between the seller and the buyer not expressly regulated in these General Terms is governed by the pertinent provisions of Act no. 89/2012 Sb., Civil Code, as amended, and related legislation.

I.3 Placing a purchase order for goods or services (making a purchase contract), the buyer confirms he has made himself acquainted with these General Terms of the Company for the supplies of goods and services and consents to the General Terms in force and effect as at the date the purchase order is place (or purchase contract made).

I.4 The buyer is aware that buying or placing a purchase order for goods offered by the seller constitutes no right for the buyer to use any registered trademark, trade name, company logo or patent of the seller or any third party unless otherwise agreed for a specific case in a separate agreement. Current version of the General Terms is available on www.geomat.cz.

I.5 Any currency data in these General Terms may also be interpreted in a different currency depending on the currency of the purchase contract, oral or written purchase order, at the Czech National Bank exchange rate for the date the pertinent article of these General Terms is applied.

Definitions

Standard goods: means goods that are part of the seller’s standard range and usually in stock

Other goods: means specific goods made to the buyer’s order and not kept in stock

Biodegradable goods: means specific non-storable goods made solely of natural materials (coir, jute, straw etc.) or a significant portion thereof

Article II.

Purchase Contract and Subject Matter Thereof

II.1 The subject matter of purchase contract is the seller’s obligation to supply the buyer with goods and services and transfer to the buyer the title to the goods and services subject to the stipulated terms and conditions, and the buyer’s obligation to pay the seller the selling price for the goods or services.

II.2 A purchase contract is concluded on the basis of an order placed by the buyer and on order receipt or acknowledgement by the Company. Receipt (acknowledgement) of an order is deemed to be consent to its content. If the seller cannot accept an order in its entirety, the seller shall acknowledge it by making a counterproposal reflecting its stock and delivery capabilities. Order acknowledgement (counterproposal) may take the form of a separate document with the buyer’s order’s specifications or reference to the buyer’s order. Such counterproposal is final and the purchase contract is valid unless the buyer cancels the order in writing (by email or letter) within 12 hours of the seller’s counterproposal being sent. On non-working days, this deadline is extended by the time equal to the number of hours of the non-working days.

II.3 If the seller and the buyer make the purchase contract in writing, legal relations between the seller and the buyer are governed by the purchase contract (in writing), and a general purchase contract where applicable, and other relations are governed by these General Terms, which take precedence over the buyer's terms of business, the fact of which is acknowledged and consented to by the buyer.

Article III.

Place of Performance

III.1 The place of performance is the place where the goods are handed over to the buyer or the carrier specified in the order; the place is agreed to by the seller and the buyer according to the transport instructions i.e.:

- The seller's warehouse, which is the place for personal pickup
- The seller's warehouse where the seller hands the goods over to the first carrier for delivery to the buyer; the goods shall be clearly marked as a consignment for the buyer
- The manufacturer's warehouse where the seller hands the goods over to the first carrier for delivery to the buyer; the goods shall be clearly marked as a consignment for the buyer

III.2 The buyer understands that the unloading of goods in the place of performance shall be the buyer's responsibility and expense. The buyer must provide the seller with any cooperation as may be required for the due delivery of the goods, or secure such cooperation.

III.3 If the seller and the buyer agree for the goods to be delivered to a place designated by the buyer, the buyer must ensure road access to that destination and define the area where the goods can be unloaded safely without compromising the health and safety of the employees of the seller (or the carrier) and the recipient, violating traffic rules and posing any hazard, such as resulting from unsuitable terrain. The buyer must also arrange for the unloading of the goods on the agreed date of delivery and the acceptance thereof by a competent person authorised to accept the goods, and the buyer must notify the seller of this person's identification data in writing no less than 2 days prior to delivery.

III.4 If the buyer fails to arrange for such destination as specified above and the necessary cooperation (i.e. no person authorised to unload turns up, goods are rejected for no good reason, no unloading arranged etc.), the seller, or the carrier where applicable, is not obligated to release the goods for unloading and the buyer is liable to all any cost in connection with such unsuccessful delivery (transport elsewhere and storage) as well as that in connection with a repeated delivery. This is without prejudice to the seller's entitlement against the buyer, if any, to be compensated for damage or loss of profit.

Article IV.

Placing Orders for Goods

IV.1 All of the seller's quotes for goods are non-binding.

IV.2 The seller confirms the delivery of the goods (the purchase order) only after the buyer's purchase order is sent or confirmed, and subject to these General Terms. The seller may at all times ... request, depending on the nature of the purchase order, that the buyer approve the purchase order and check the date therein in an appropriate manner, such as by letter, email or phone. The seller may disregard a purchase order that the buyer refuses to approve in the required manner. The seller also reserves the right to cancel a purchase order.

IV.3 The seller may reject a purchase order for serious operational reasons or if the buyer is late paying for previous deliveries of goods. The buyer shall be bound by their purchase order until the deadline for the delivery of the goods.

IV.4 The Sales Department of the Company accepts purchase orders as follows:

- By email sent to obchod@geomat.cz
- By email sent to the email address specified in the seller's quote
- In writing, delivered to the seller's address: GEOMAT s.r.o., Pražákova 1008/69, 639 00 Brno, Czech Republic
- In writing, through contractual sales representatives

IV.5 The seller sends purchase order registration in an email message to the email address from which the purchase order is placed or that the buyer specifies in the purchase order. The seller acknowledges purchase order acceptance and delivery of goods by sending the acknowledged purchase order, acknowledging the purchase order with reservations (sending a counterproposal) or sending a separate document.

IV.6 Any purchase order must specify precise product name, date and place of delivery, quantity, competent person authorised to accept goods, this person's identification data, method of delivery, method of transport, plus seller's quotation number and date where the purchase order is placed in response to the seller's quotation, or buyer code (regular buyer) or purchase contract number with the date of conclusion if any such contract is made.

Article V.

Order Cancellations and Returns

V.1 Purchase order cancellation procedure:

- a) Seller's standard goods (marked as "Standard") are cancellable if the value of the cancelled or returned goods does not exceed EUR 10.000,- excl. value added tax ("VAT"):
 - Purchase orders are cancellable (by letter, email or phone) without penalty if cancelled before the seller acknowledges the purchase order or the buyer acknowledges the counterproposal;
 - Purchase orders are only cancellable in writing (by letter or email) with the buyer obligated to pay an administrative fee at EUR 40,- excl. VAT if cancelled after the purchase order is acknowledged but before the goods are released from stock (handed over for transport);
 - After goods have been released from stock (handed over for transport) or received by the buyer, the order may only be cancelled by a written agreement between the buyer and the seller; if the seller accepts the cancellation, the buyer undertakes to compensate the seller for all costs associated with the delivery of the goods or commencement thereof, i.e. the cost of transport and return transport, an administrative fee of EUR 40,- excl. VAT and flat-rate cost compensation at 5% of the price of the cancelled goods excl. VAT. In this case purchase orders may only be cancelled within 3 days of the goods being released from stock (handed over for transport) or accepted by the buyer. The goods must be in unused condition.
- b) Purchase orders for other goods that are not designated as standard goods in the quote (not marked as "Standard"), for construction systems, transport products offered by the seller and for standard goods (marked as "Standard") where the value of the cancelled or returned goods exceeds EUR 10.000,- excl. VAT:

- Purchase orders are cancellable (by letter, email or phone) without penalty if cancelled before the seller acknowledges the purchase order or the buyer acknowledges his counterproposal;
 - Purchase orders are only cancellable in writing (by letter or email) with the buyer obligated to pay an administrative fee at EUR 40,- excl. VAT if cancelled after the purchase order is acknowledged but before the goods are released from stock (handed over for transport);
 - After goods have been released from stock (handed over for transport) or received by the buyer, the order may only be cancelled by a written agreement between the buyer and the seller; if the seller accepts the cancellation, the buyer undertakes to compensate the seller for all costs associated with the delivery of the goods, i.e. the cost of transport and return transport, an administrative fee of EUR 40,- excl. VAT and flat-rate cost compensation at 10% of the price of the cancelled goods excl. VAT. In this case purchase orders may only be cancelled within 3 days of the goods being released from stock (handed over for transport) or accepted by the buyer. The goods must be in unused condition.
- c) Purchase orders for goods declared by the seller as biodegradable (marked with the “bio” sign):
- Purchase orders are cancellable (by letter, email or phone) without penalty if cancelled before the seller acknowledges the purchase order or the buyer acknowledges his counterproposal;
 - Purchase orders are only cancellable in writing (by letter or email) with the buyer obligated to pay an administrative fee at EUR 40,- excl. VAT if cancelled after the purchase order is acknowledged but before the goods are released from stock (handed over for transport);
 - Purchase orders are NOT cancellable if goods have been released from stock (handed over for transport) or accepted by the buyer.

V.2 Goods return procedure:

- a) Standard goods (marked with the “Standard” phrase) with the value of the goods to be cancelled or returned up to EUR 10.000,- excluding value added tax (“VAT”) are only returnable upon written agreement between the buyer and the seller; if the seller accepts the cancellation, the buyer undertakes to compensate the seller for all costs associated with the delivery of the goods, i.e. the cost of transport and return transport, an administrative fee of EUR 40,- excl. VAT and flat-rate cost compensation at 10% of the price of the cancelled goods excl. VAT. In this case purchase orders may only be cancelled within 30 days of the goods being released from stock (handed over for transport) or accepted by the buyer. The goods must be in unused condition.
- b) Goods other than those classified as standard (lacking any “Standard” phrase identification), construction systems, transport products, or standard goods (marked with the “Standard” phrase) with the value of the goods to be cancelled or returned over EUR 10.000,- excl. VAT are only returnable upon written agreement between the buyer and the seller; if the seller accepts the cancellation, the buyer undertakes to compensate the seller for all costs associated with the delivery of the goods, i.e. the cost of transport and return transport, an administrative fee of EUR 40,- excl. VAT and flat-rate cost compensation at 20% of the price of the cancelled goods excl. VAT. In this case purchase orders may only be cancelled within 30 days of the goods being released from stock (handed over for transport) or accepted by the buyer. The goods must be in unused condition.
- c) Goods declared by the seller as biodegradable (marked with the “bio” sign) are NOT returnable.

V.3 The seller does not accept purchase order cancellation upon delivery of the goods to the buyer until the seller inspects the goods' physical condition before leaving the delivery premises back for the warehouse. The method of this inspection is to be agreed between the buyer and the seller in writing. The buyer understands that no returns are allowed if the goods are unpacked, damaged or dirty, or have been stored by the buyer for over 3 months.

V.4 The buyer understands that if he cancels a purchase order after the goods have been delivered to or accepted by him, the loading of the cancelled goods at the place of performance is to be arranged for, and the cost thereof to be covered, by him.

Article VI.

Purchase Price and Terms of Payment

VI.1 Purchase price means the price for the goods or services stated in Czech crowns excl. VAT as shown in the seller's current pricelist valid on the date of placing the purchase order or making the contract, or the price for the goods as shown in the seller's quotation submitted by the seller or the seller's contracted agent and indicating the date of the quotation. At the buyer's request the seller submits a quotation to the buyer, indicating the quotation's period of validity. The Company reserves the right to amend prices to respond to input material market price developments or the developments in the exchange rate between Czech crown and the goods' manufacturer's currency.

VI.2 Unless otherwise stated in the seller's quotation, the purchase price excludes the cost of transport to the buyer-designated place. The cost of transport is calculated separately using the contracted carrier's pricelist and the buyer undertakes to pay the cost of transport when presented with the invoice. If a purchase order and the cost of transport are acknowledged and the buyer then requests in writing (by letter or email) that the goods be delivered in several shipments, the buyer must pay such extra cost of transport to the seller when presented with the invoices for such shipments. The buyer must pay this extra cost without any approval required.

VI.3 If agreed that the purchase price for goods includes the cost of transport to the destination, this only covers a single travel with the goods purchased. The cost of transport for any additional travel with additional or partial shipments will be invoiced to the buyer as per the contracted carrier's pricelist and the buyer must pay the invoice.

VI.4 The Buyer acknowledges that the purchase price does not include any technical solution design, on-site consulting or other service unless otherwise agreed in writing.

VI.5 The price for the goods or services will be invoiced to the buyer; the invoice must show all the information required for tax documents. The buyer must pay invoiced amounts in due time as shown in invoices.

VI.6 The methods of paying the purchase price are as follows:

- a) Payment of a pro-forma invoice (advance payment by bank transfer to the seller's account)

Pro-forma invoice is sent to the buyer upon purchase order acceptance. The buyer's payment is not considered made until the invoiced amount is credited to the seller's account. Only then are the goods released from stock. Making an advance payment constitutes no right for the buyer to be granted purchase price deduction.

- b) Cash payment (on receipt of the goods)

The buyer makes the payment on taking over the goods from the carrier. Making a cash payment constitutes no right for the buyer to be granted purchase price deduction.

- c) Payment on credit falling due on the 30th day after goods are handed over

Only subject to agreement with the seller, where the buyer is insured by the seller's insurer, which defines a credit limit for the buyer. Invoice is not considered paid until the invoiced amount is credited to the seller's current account. Making payment prior to the due date constitutes no right for the buyer to be granted purchase price discount.

VI.7 If the buyer is late paying any amount invoiced, the buyer must pay the seller statutory late payment interest at the rate set out in applicable law plus a contractual penalty at the rate of 0.05% of the amount due per day (or any part thereof) of delay until the amount due has been fully paid. The seller may assign any debt that is more than 30 days overdue to the seller's insurance company or any other person.

VI.8 The Buyer acknowledges that his defaulting on paying a pro-forma invoice postpones the date of delivery for the goods to next date as may be fit in respect of the seller's production or transport capabilities. The buyer's default on invoice payment excludes the seller's delay in goods or service delivery.

VI.9 The buyer may not retain payments by reason of product liability claims, claims for damages or any other claims against the buyer may have against the seller. Without the seller's prior approval in writing the buyer may not offset his own claims or those assigned by third parties against the seller's claims.

VI.10 Where in doubt about the date an invoice reaches the buyer (invoice undelivered or lost), it is understood that pro-forma invoices reach the buyer upon purchase order acknowledgement by the seller or the execution of the purchase contract, and regular invoices reach the buyer upon the signing of the bill of delivery or the handover report. The buyer may request that a copy of the invoice – tax document be issued for him, but this does not postpone the due date unless otherwise agreed in writing.

VI.11 The seller retains title to the goods being sold (retention of title), i.e. title to the goods shall not pass to the buyer until full payment of the purchase price incl. VAT and of contractual penalties or sanctions, if any, associated with late payment of the purchase price.

Article VII.

Terms of delivery

VII.1 The delivery period starts on conclusion of the purchase contract (i.e. when the buyer receives purchase order acknowledgment from the seller). If goods are in stock, they are shipped – handed over to carrier, and expected to be delivered within 3 days of placing transport purchase order with carrier. If the ordered goods are not in stock, the Seller notifies this to the Buyer and informs the Buyer of a tentative date (or period of time) of delivery or offers a different, comparable product which is available with a shorter term of delivery. Goods will be delivered as per the agreed method of transport, i.e. to the address (place of performance) specified in the purchase order as the destination (place of performance or delivery) and agreed by the seller in purchase order acknowledgement.

VII.2 The Buyer acknowledges the Seller is not liable for any delay in delivery demonstrably attributable to force majeure or unforeseeable circumstances on the part of the carrier, such as the failure of the means of transport, strike, road impassable or congested etc.

VII.3 The Buyer must pick up the ordered goods on the agreed date of delivery date (within the term of delivery agreed and confirmed by the Seller). If the buyer fails to pick up the goods within 14 working days after the agreed upon delivery date, the buyer shall pay the seller a contractual penalty

at the rate of 0.5% of the total purchase price of the goods not collected per day (or any part thereof) of delay until full pickup of the goods ordered. This is without prejudice to the seller's right to charge the buyer a storage fee, damages or loss of profit.

VII.4 The seller's obligation to deliver the goods is fulfilled when the seller hands the goods over, in accordance with transport instructions, to the first carrier for transport to the destination, or allows the buyer or a third person authorised by the buyer to dispose of the goods. If the seller's warehouse or establishment is agreed as the destination, the goods are to be picked up by the buyer or a third party authorised by him from that warehouse or establishment of the seller. The risk of damage to the goods passes to the buyer according to the agreed method of delivery at the moment the goods are handed over to the first carrier for transport to the buyer or the buyer or a third person authorised by him is allowed to dispose of the goods.

VII.5 The seller delivers the goods in usual packaging corresponding to the type of goods (protective films, boxes, identification and binding straps etc.) and facilitating safe transport of the goods without damage or destruction.

VII.6 The buyer must ensure that individual quantities of contract goods are specified as full packs in a written delivery instruction. If the buyer fails to do so, the seller shall round the quantities in the order up to full packs.

VII.7 Documents related to the goods are supplied along with the goods in accordance with generally binding legal rules. The seller also performs duly his obligation to deliver the goods, i.e. the goods are handed over by the seller and taken over by the buyer by identical representations made in the bill of delivery.

VII.8 The cost of transport to a foreign country is not covered in the purchase price. Actual cost of transport is billed to the buyer as per the carrier's pricelist and the buyer is obligated to pay this cost when presented with a pertinent invoice. The method and cost of transport varies case by case.

Article VIII.

Product Liability, Circumstances, Excluding Liability

VIII.1 The buyer must examine the goods without undue delay on their receipt (or, as the case may be, after the passage of the risk of damage to the goods pursuant to VII.4).

VIII.2 A defect in goods means a deviation from the quantity, type and qualitative characteristics of the goods or part thereof which are stated in contract, technical standards or generally binding legal rules.

VIII.3 The seller shall not be liable for any defects in the goods caused by failure to observe any instructions and procedures specified by the seller or manufacturer or to observe any technical restrictions specified in the product documentation, by mishandling, improper storage or incorrect placement in a construction.

VIII.4 Any quality issues or delivery of incorrect goods must be reported by the buyer to the seller on receipt of the goods by specifying them in the delivery note. Later complaints will be disregarded. The preferred method of response to complaints made duly and admitted is deliver the goods which are missing, replace the goods or supply substitute goods. The buyers which are not end customers are required to response to defective goods claims by replacing the goods as the first option; purchase price refund is only permitted if goods replacement is not practicable. In that case the buyer must immediately inform the seller about the claim and how it is responded to.

VIII.5 The carrier, not the seller, shall be liable for any damage in transport. If goods are evident to have suffered damage in transport, a pertinent report must be made with the driver; otherwise it is

presumed the risk of damage to good passed to the buyer once the goods were handed over to the first carrier.

VIII.6 The Seller provides a quality warranty for the goods, i.e. warranty that the goods will be fit for use for the agreed or usual purpose for a certain period of time or retain the agreed or standard properties, in the length of time and duration as resulting from the written warranty. The warranty period extends to the period of time as specified in the attachment “Goods Warranty Periods”, which is integral part of these General Terms. Warranty period starts running on the day the goods are delivered to the buyer or the destination. Over the warranty period the buyer must follow the recommended practices and technical restrictions as suggested in the accompanying documents (those describing proper handling and use of the goods, technical specifications etc.); the buyer’s failure to observe these releases the seller from product liability.

VIII.7 Upon occurrence of events that cannot be foreseen when purchase order is acknowledged or purchase contract entered into and generate an obstacle to the Seller performing his obligations, the Seller may postpone the delivery by the time necessary to restore normal operation. This must be notified by the seller to the buyer immediately.

VIII.8 All circumstances where liability is excluded, including non-culpable delay in deliveries from a manufacturer, vehicle breakdowns and similar force majeure events that hinder the fulfilment by the seller of his obligations entitle the seller to withdraw from the contract without being liable to pay damages to the buyer. The seller undertakes to notify the buyer of the occurrence of any of the aforesaid circumstances threatening to compromise the agreed date of delivery, and agree a substitute date of delivery or cancellation of the purchase order.

Article IX.

Warranty and Storage

IX.1 A standard 60-month quality warranty is provided for goods delivered, except for goods of a specific nature, i.e. goods made completely of or containing a significant portion of natural material (coconut, jute, straw, etc.). Specific warranty reflecting the nature of goods is granted for goods of specific nature. Information on specific nature goods warranty is available upon request on the contact data in IV.4.

IX.2 Warranty in the meaning of the General Terms in force means that the goods will be fit for use for the usual purpose or retain their usual properties after delivery over the warranty period.

IX.3 The warranty period starts running on the day the seller hands the goods over, in accordance with transport instructions, to the first carrier for transport to the destination, or allows the buyer or a third person authorised by the buyer to dispose of the goods.

IX.4 Over the warranty period the buyer must follow the recommended storage practice and handling and application (fitting) procedures and the technical restrictions as suggested in the accompanying documents (those describing proper handling and use of the goods, technical specifications etc.). The main goods storage and handling rules:

- a) Goods must be kept in a suitable storage space at temperatures 5–30 °C and relative humidity 0–50%.
- b) Goods in storage must not be exposed to any biological factor, such as vegetation, mould, bacteria, rodents etc.
- c) Goods in storage must not be exposed to direct sunshine and dust fallout.
- d) Goods must be kept in intact original packaging throughout storage and handling.
- e) Goods must not be exposed to excessive load by other goods or otherwise during storage or handling; excessive is any load that results in distorting the original shape of goods.

- f) Goods with pressure-sensitive adhesive layer must not be kept or handled in a manner that could activate the adhesive layer during storage.
- g) Goods must be handled in such a way as to prevent any damage to the original packaging, in particular no towing along any surface is permitted.
- h) Goods may be handled in conditions not corresponding to the storage conditions only for the time necessary for unloading and putting to storage, or loading and carrying to the site of installation.

Any failure to observe the aforesaid rules extinguishes any warranty.

Article X. Information on Data Processing

X.1 In the meaning 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, and repealing Directive 95/46/EC (the general data protection regulation – the “Regulation”), the Company is Data Controller and processes the following personal data of customers and parties which have expressed interest in the Company’s goods or services:

- a) Natural persons: name and surname; postal or mailing address; email; phone number.
- b) Companies: contact persons’ degrees, names, surnames, job titles, place of work addresses, phone numbers and emails; the name of the company.

X.2 All these data need to be processed to identify contracting parties and contracted performance and keep records of contracts and ensure parties can enforce or defend their rights and obligations. This processing is permitted pursuant to:

- a) Article 6(1)(b) of the Regulation – processing necessary for the performance of a contract; and
- b) Article 6(1)(f) of the Regulation – processing necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

X.3 The Company will process the aforesaid personal data for the given purpose throughout contract duration and 10 years thereafter unless other legislation requires a longer retention period.

X.4 If the Customer shows interest, commercial communication will be sent to contact persons’ emails as this is permitted under section 7(3) of Act 480/2004 Sb., the Information Society Services Act. Such communication may only concern similar goods or services and may be unsubscribed at any time in one of the following ways:

- a) Sending a letter to the Company’s contact address
- b) Sending an email to privacy@geomat.eu
- c) Clicking the pertinent link in commercial communication.

X.5 The Regulation vests the following rights in customers:

- a) Request the Company to disclose what personal data of the requesting customer the Company keeps;
- b) Request the Company for access to these data, update or rectify the same, or request restriction of processing;

- c) Request the Company to delete these personal data; the Company deletes the data unless this is contrary to law or the Company's legitimate interests;
- d) Obtain effective judicial redress if the Customer believes his rights under the Regulation are violated as a result of data being processed contrary to the Regulation;
- e) Require data portability;
- f) Request copy of his personal data processed;
- g) Lodge a complaint with the Office for Personal Data Protection;
- h) Object to his data being processed on the basis of a legitimate interest of the Company.

Article XI.

Final Provisions

XI.1 The seller may withdraw from the purchase contract if the buyer fails to comply with the payment terms.

XI.2 The seller may send the buyer each month the list of the buyer's debts owed to the seller (list of outstanding invoices). The buyer undertakes to acknowledge this list of outstanding invoices and deliver the same back to the seller no later than the 5th day of receipt. The buyer's failure to perform this obligation entitles the seller to withdraw from the purchase contract or further supplies.

XI.3 The buyer understands that default by the buyer entitles the seller to report the buyer's payment behaviour arising from their mutual contractual relationship to a special register. The buyer grants his consent for the duration of the obligation between him and the seller or, as the case may be, until all obligations owed by the buyer to the seller are discharged.

XI.4 Any legal disputes shall be resolved by the relevant courts in the Czech Republic.

XI.5 These Business Terms and Conditions apply to the legal relations between the buyer and the Company unless otherwise stipulated in a purchase contract between the buyer and the seller. Any other matter is governed by the Civil Code.

XI.6 The seller reserves the right to amend these General Terms without prior notice.

These General Terms are valid and effective from 1 March 2019.

Ing. Petr Hubík
Director

List of Annexes

Annexe 1 – Consent to Processing Personal Data

Consent to the processing of personal data

Issue date 18. 05. 2018

Effective date od 25. 05. 2018

GEOMAT s.r.o.

Registered office:
Pražákova 1008/69
639 00 Brno
Czech Republic

Web: www.geomat.cz
E-mail: info@geomat.cz
Telefon: +420 548 217 047

Data Controller

The controller of personal data is co. GEOMAT s.r.o. IČ 25514971, based in Brno Pražákova 1008/69 registered at Krajský obchodní soud (Regional Commercial Court) in Brno, section C/29517 (hereafter the Company)

Data Processor

The processor of personal data is the Company. All its employees are authorized to process personal data, too.

Data Subject

Data subject is a person who provides their consent to the processing of personal data

Declaration of consent

The consent is given in electronic form before sending an order, requirement, registration, inquiry or other form requiring personal data via the Company's web pages or by sending above mentioned requirements on the electronic or postal address of the Company. In accordance with Article 6 of the General Data Protection Regulation (EU) 2016 /679 regarding natural persons protection in connection with processing and free movement of personal data adopted by both the European Parliament and the European Council on 27th April 2016 that came into force on 25th May 2018 (hereafter the Regulation) and thus superseded the Data Protection Directive 95/46/EC, I give my consent to the Company to gather, store and process my personal data.

What personal data will be processed and the purposes for their processing

The Company shall collect, store and process personal data for the following purposes:

- a forename, surname, company's name, contact address (street, number, residence, post code, country), email address, phone no, profession shall be processed for concluding contracts, sending notifications and announcements related to business matters.
- a forename, surname, title, company's name, contact address (street, number, residence, post code, country), email address, phone no, profession shall be processed for registration to extended functions of web applications:
- a forename, surname, company's name, contact address (street, number, residence, post code, country), email address, phone no, profession shall be processed for marketing purposes of the Company i.e. offering goods and services including sending information about business events, goods and other activities as well as sending information of business nature via electronic devices according to the Act 480/2004 on services of information company.
- Cookies shall be processed for the use of third parties in order to obtain the Company's sale performance analyses and for marketing support of the Company (e.g. personalization of advertisements content and their proper targeting). However thus the data subject cannot be identified.

Time scope for the storage of personal data

The Company shall keep personal data for a requisite time i.e. a contractual period and for a period of 10 years after its termination unless particular laws stipulate a longer time.

How personal data shall be processed and stored.

Personal data shall be processed by electronic means using computers and computer programmes and stored in electronic form. Issued printed documents needed for fulfilling a contractual obligation shall be stored also in writing.

Rights of the data subject, information and access to personal data

As the Data Subject I shall have the right to:

- a) obtain from the Company information about the categories of my personal data it keeps
- b) access, update and rectify the data or ask the Company for restriction of their processing
- c) require from the Company erasure of personal data. The Company shall delete the data unless it conflicts with law or legitimate interest of the Company
- d) exercise a legal defence provided the data subject considers the processing of personal data not to be in compliance with the Regulation
- e) data portability
- f) obtain a copy of processed personal data
- g) file a complaint in Authority for Personal Data Protection
- h) object to the processing of personal data on the basis of legitimate grounds of the Company

As the Data Subject I have been informed about my right to retract my consent to the provision of personal data:

- a) by a letter to the address of the Company
- b) by email to the address: privacy@geomat.eu.

The Company declares that the data subject shall not be subject to a decision based solely on automated processing including profiling as stated in Article 22 GDPR.

The Company declares the personal data shall not be used for purposes of scientific and historical research or for statistical purposes.

Final provisions

As the Data Subject I declare that I am aware of my rights pursuant § 12 and 21 of the Act on personal data protection and of those ones according to the "Regulation". I declare all my provided data are correct and on voluntary basis.

The Company declares that it shall gather and process personal data within the scope necessary just for fulfilling their purpose.

This consent is based on free will of the data subject who gives their permission to the processing of personal data.