

General Terms and Conditions for B2B

The General Terms and Conditions for B2B apply to contracts negotiated via the online shop 1stplugins, placed on the website www.1stplugins.com/store/ between

our company

1stplugins s.r.o., with registered office at Lamačova 905/17, 152 00 Praha 5, Czech Republic,

Registration No: 25765451,

VAT ID: CZ25765451

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 68223

Delivery address: Lamačova 905/17, 152 00 Praha 5, Czech Republic,

Contact email: info@1stplugins.com

as the **seller**

and an entrepreneur/company

as the **buyer**

(the buyer and the seller together referred to as the “**Parties**”).

1. General provisions

1.1. In these General Terms and Conditions several terms are used in the below stated meaning:

- **activation key** means a serial number, activation code or other identifier that allows the buyer to download and/or run software bought;
- **Civil Code** means Act no. 89/2012 Sb., the Civil Code, as amended;
- **Contract** means any contract negotiated under the Terms, especially a contract of sale or a contract for the provision of services;
- **performance** of the Contract means especially the delivery of the ordered software or the provision of services specified in the purchase order;
- **price** is the purchase price for sold software or provided services;
- **product** means particular software or service (or their package) listed on the website;
- **services** which the seller offers on the website are consulting services and reverse engineering in the field of software, support and maintenance of software offered on the website;
- **software** is the goods that the seller offers on the website and is subject to the contract of sale;
- **tangible medium** of software means a medium that contains software sold and delivered to the buyer (especially CD or DVD);

- **Terms** means these General Terms and Conditions;
 - **website** is the website placed on the address www.1stplugins.com/store/.
- 1.2. The Terms define and specify the rights and obligations of the Parties related to concluding the Contract via website. By the Contract, the seller undertakes to perform the Contract (depending on the nature of the Contract) and the buyer undertakes to receive such performance (and provide the seller with necessary cooperation) and pay the whole price as specified in the order.
 - 1.3. The Terms are integral part of the Contract. The Contract provisions diverging from the Terms shall take precedence over the Terms provisions. The Terms can be changed or amended. Rights and obligations of the Parties are governed by the wording of the Terms effective at the time of their origination. Rights and obligations of the Parties are further governed by the Warranty Claim Guidelines for B2B, the Terms of Use of the Website and any conditions and instructions stipulated on the website, especially when concluding the Contract. The matters not covered by the Terms shall be governed by the Civil Code.
 - 1.4. The Contract and the Terms are written in English. The Contract shall be concluded in English, unless otherwise agreed by the Parties.
 - 1.5. The Terms apply only to entrepreneur/company as the buyer. Contracts concluded between the seller and a consumer as the buyer are governed by the General Terms and Conditions for B2C.
 - 1.6. The buyer expresses the consent and the acquaintance with the Terms by sending a purchase order.

2. The Contract and the purchase order

- 2.1. There is a list of products including the description of main characteristics of particular items on the website. **Presentation of products is only of informative nature and it is not an offer of the seller for concluding a contract in the meaning of Section 1732 par. 2 of the Civil Code.** For concluding the Contract, it is necessary that the buyer sends a purchase order and that the seller accepts such purchase order.
- 2.2. To submit an order, the buyer must fill a form on the website. The order must contain all the information required by the form, especially accurate identification of the ordered product (possibly also a numerical designation of the product), chosen method of payment and contact information of the buyer. **The buyer is obligated to prove that they are an entrepreneur/company by filling in their Registration Number or VAT Number into the form.**
- 2.3. The seller is not obligated to accept the obtained order. The unaccepted order is not binding on the seller. In case of any doubts about the authenticity and seriousness of the order, the seller is entitled to contact the buyer for the purpose of its verification. Unverified order can be refused.
- 2.4. The Contract is concluded as of the moment of the delivery of an acceptance of the order from the seller to the buyer. The acceptance of the order will be sent to the email address provided by the buyer in the order.

- 2.5. In case the seller cancels the order, the seller has the right to a cancellation fee in the amount of 50 % of the price as well as the full costs incurred by him in relation to the Contract.

3. Payment conditions

- 3.1. The price can be paid among other methods stated on the website or individually negotiated between the Parties mainly by the following manners:
- via bank transfer to the bank account of the seller.
- 3.2. The price is due within five days from the acceptance of the order, unless agreed otherwise by the Parties. The obligation of the buyer to pay the price is fulfilled as of the moment the respective payment is received at the bank account of the seller.
- 3.3. In case of a late payment the seller reserves to claim interest on late payment at the rate of 0,5 % per day until the payment of the full price is made, without prejudice to the damages incurred by the seller as a result of the late payment of the buyer.
- 3.4. In case of a late payment the seller further reserves the right to suspend other agreed supplies and provision of services until all outstanding debts of the buyer are settled.
- 3.5. Payment is possible in Euro (EUR).

4. Delivery conditions

- 4.1. The product, which is by nature software, shall be delivered either by sending the tangible medium containing the software or by sending the download link with the activation key to the software by electronic means to the e-mail address of the buyer specified in the order or the user account. The buyer shall choose the respective delivery method at the purchase order. If the product can be delivered only by electronic means (sending the activation key), it is stated on the website.
- 4.2. The seller is obligated to deliver the product by delivery method chosen by the buyer. The product shall include necessary documents. These necessary documents are especially licensing conditions, certificates, instructions for use and other documents necessary to use the product. Unless agreed otherwise, the necessary documents shall be written in English.
- 4.3. Based on the agreement of the Parties, the seller may ensure the transport and insurance of the product during the course of transport. The buyer is obligated to bear the costs of the transport and insurance depending on the price list of the carrier. The delivery of the product under the Terms means the moment when the product is handed to the carrier.
- 4.4. The buyer shall check the integrity of the packaging at the delivery and if there are any deficiencies on the packaging, the buyer is obligated to notify the carrier and the seller immediately. About the deficiencies, a Protocol shall be drawn up with the carrier. Without the Protocol, the buyer shall lose claims arising from deficiencies of the packaging.
- 4.5. After taking over the product, the buyer is obligated to check the product, especially is obligated to check the number of ordered pieces of products and completeness of the

products. In case of discrepancy, the buyer shall notify the seller about the discrepancies immediately, but no later than five days from taking over the product. The buyer shall document the identified discrepancies in an appropriate manner and send these documents along with the notification of the discrepancies to the seller.

- 4.6. The obligation of the buyer to pay the whole price is not prejudiced by refusal to take over the product.

5. The use of software

- 5.1. If the use of the software bought by the buyer is subject to licensing conditions, the buyer shall acquaint themselves with the licensing conditions prior to installation or running the software. The buyer further undertakes to comply with the licensing conditions, especially to use the software within the scope specified in the licensing conditions.
- 5.2. The software presented on the website can only be used with specific hardware equipment and software environment. The seller is not responsible for difficulties with the use of the software, provided that the buyer does not have necessary hardware equipment and software environment. Information on the synergy of the software with hardware and other software which the seller is aware of are included in the licensing conditions of the software or stated on the website.

6. The provision of services

- 6.1. Services presented on the website are either separate, which can be ordered on their own, or ancillary to software, which can be bought only in the package with the respective software.
- 6.2. The content of particular services is stated on the website. The conditions of the provision of services, including the place and the date of the provision, depend on the content of the particular service and the agreement between the Parties. Most services are provided by electronic means.
- 6.3. Ancillary services are provided in the form of subscription for a certain period in accordance with a specific description of the respective package on the website. The buyer will be automatically notified of the expiration of the period, for which the subscription has been paid, before the expiration of the subscription. For the extension of the Contract it is necessary to make another payment of the subscription. If the buyer does not wish to extend the Contract, they do not send any payment and the Contract expires at the end of the respective subscribed period. If the Contract expires, it is not possible to renew the provision of the respective services. In that case, it is necessary to conclude another contract for the provision of the respective package.
- 6.4. During the provision of services, the buyer is obligated to provide the seller with necessary cooperation. In case necessary cooperation is not provided, the seller is entitled to postpone or suspend the provision of services until such cooperation is provided from the buyer. The seller is not in the arrears with the provision of services, if the buyer does not provide the necessary cooperation.

- 6.5. The seller shall take into account the instructions of the buyer in the provision of services. If the seller receives an instruction from the buyer which is obviously wrong, the seller will warn the buyer about it without undue delay. If the inappropriate instruction hinders the proper provision of services, the seller shall suspend provision of the services until the instruction is changed. If the buyer insists on provision of the service using the instruction given, the seller is entitled to require the buyer to do so in writing. In that case, the buyer shall not have the rights arising from a defective service caused by the inappropriate instruction.

7. Withdrawal from the Contract

- 7.1. Until the performance of the Contract, the seller is entitled to withdraw from the Contract at any time. In that case, the seller will refund the price, which has already been paid by the buyer, to the bank account provided by the buyer for that purpose, or the bank account from which the price was paid (should the buyer not provide the seller with any bank account within 5 days from the withdrawal).
- 7.2. Furthermore, the seller is entitled to withdraw from the Contract, provided that the buyer is in arrears with payment of the price by more than 4 weeks.
- 7.3. If the seller withdraws from the Contract due to any breaches of the obligations of the buyer, the seller reserves to claim a cancellation fee at the rate of 50 % of the price. The seller reserves the right to set off the cancellation fee against the received price.
- 7.4. The buyer has the right to withdraw from the Contract, provided that the seller is in arrears with the performance of the Contract by more than 4 weeks from agreed date of performance.
- 7.5. The buyer cannot withdraw from the Contract, if the performance was provided properly, in due time and without any defects.
- 7.6. Withdrawal from the Contract must be made in writing and also by electronic means in case of contracts concluded by electronic means. The withdrawal from the Contract is effective by serving the notice of withdrawal to the other Party.
- 7.7. **If a gift was provided together with the product, such a donation contract is void as of the withdrawal from the Contract by any of the Parties.**

8. Rights from defective performance

- 8.1. Your rights from defective performance are governed by the Warranty Claim Guidelines for B2B of the seller.
- 8.2. The seller is not liable for damages caused by faulty installed software.

9. Protection of business secrets and business policy of the seller

- 9.1. While negotiating, concluding and performing the Contract, the buyer might be given information, which is identified as confidential or is confidential in its nature. The buyer undertakes in particular:
- to keep this information confidential;
 - not to provide the information to someone else without the consent of the seller;
 - not to use the information for any purpose other than performing the Contract,
 - not to use the information in any other detrimental way.
- 9.2. The buyer further undertakes not to make any copies of documents submitted to him by the seller without the consent of the seller.

8. Final provisions

- 8.1. In case the legal relationship related to the use of the website or the legal relationship established by the Contract includes any international element, such relationship is governed by the Czech Law (excluding the use of the United Nations Convention on Contracts for the International Sale of Goods).
- 8.2. The Parties submit all their disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the courts of the Czech Republic.
- 8.3. Should it be the case that any provision of the Terms is invalid, ineffective or inapplicable (or will become as such), the provision, which by its sense is closest to the invalid, ineffective or inapplicable provision, will apply. By the invalidity, ineffectiveness or inapplicability of one provision shall not be affected the validity of the remaining provisions. The Contract (including the Terms) can be changed or amended in writing only.

The Terms are valid and effective as of 30. 9. 2019