General Terms and Conditions

These General Terms and Conditions (the "GTC") govern the relationship between **ARDyx a.s.**, with its registered office at No. 139, 251 01 Modletice, Czech Republic, Company ID No. (IČO): 09233423, Tax ID No. (DIČ): CZ09233423, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 25370 (hereinafter referred to as **ARDyx a.s.** or the **Supplier**), and the customer (hereinafter the **Customer**; together with the Supplier, the "Parties"), unless otherwise provided by another contract or agreement between the Parties. Any such contract shall always take precedence over the GTC.

ARDyx a.s. is primarily a manufacturer of Products in the field of telecommunications technology; to a lesser extent, it also purchases and resells Goods from third-party manufacturers and provides related Services. All Products of ARDyx a.s. are designed, manufactured and tested in accordance with the company's technical data sheets and its quality management system under ISO 9001:2015.

The GTC form an integral part of every price quotation issued by ARDyx a.s.

Matters not governed by the GTC shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), and other related legal regulations.

ARDyx a.s. accepts orders made in writing, by e-mail or by post only.

I. Definitions

1. Subject of Performance – the collective term for Products, Goods and/or Services supplied by the Supplier to the Customer under a specific order.
2. Products – products of the Supplier's own manufacture in the field of telecommunications technology, representing the principal subject of its business activity.
3. Goods – products and materials purchased by the Supplier from third-party manufacturers and resold to the Customer as part of the Supplier's supplementary product range.
4. Services – activities provided by the Supplier that result in a beneficial effect rather than a tangible item, and that relate to its field of business.
5. Customer – the contracting party entering into a contract with the Supplier for the delivery of the Subject of Performance; a natural or legal person, regardless of whether it acts as a consumer.
6. Website – www.ardyx.eu

II. Offers and Orders

- The price and delivery terms of the Subject of Performance are set out in the commercial offer sent to the Customer, including its period of validity. An up-to-date overview of Products, Goods and Services is available on the company's website.
- The Customer places an order on the basis of a mutually confirmed offer. An order placed without a prior offer becomes binding upon its delivery to the Supplier.
- A binding order shall contain the identification of the Customer, the place of destination, the specification of the Subject of Performance and its quantity. The Supplier shall confirm the order; the confirmation shall include the billing details, delivery address, specification of the Subject of Performance, the price excluding VAT and the anticipated delivery date.
- Changes to an order require the written agreement of both Parties.
- An order may be cancelled, in whole or in part, by agreement of the Parties; in such a case, the Supplier shall be entitled to charge a cancellation fee equal to the costs actually incurred in connection with work already performed on the delivery.
- The Supplier may withdraw, in whole or in part, from an offer or an order if the Customer breaches the terms of these GTC, or may suspend the validity of the offer.
- If the Supplier lends a Product or Goods to the Customer on agreed terms and the Customer fails to return them within the agreed period, the Supplier shall be entitled to invoice them at the full sale price.

III. Delivery Terms

- The delivery period is determined upon confirmation of the order; unless otherwise agreed in writing, it is indicative only, and its non-observance shall not give rise to a claim for damages.
- Products and Goods are shipped by a carrier to the address stated in the binding order, or handed over in person at the Supplier's premises.
- Transport costs shall be borne by the Customer according to the costs actually invoiced by the carrier; for international orders, freight is invoiced based on the actual costs incurred.
- For deliveries with a confirmed production deadline of 24 or 48 hours (where the Supplier accepts the order by 10:00 a.m. and the technical capacity of production allows it), the Supplier shall be entitled to charge an expedited-production surcharge of 100% or 80%, respectively, of the quoted price excluding VAT.
- Products and Goods are delivered together with a delivery note, unless otherwise agreed.

- If the delivered Subject of Performance does not correspond to the written order or the delivery note, the cost of returning it shall be borne by the Customer, who undertakes to arrange for proper delivery without undue delay.
- If the Customer fails to take delivery of a properly delivered Subject of Performance, it shall be invoiced the costs as if delivery had taken place.
- The Supplier fulfils its obligations relating to packaging under Act No. 477/2001 Coll., on Packaging, through the EKO-KOM collective compliance scheme.

IV. Payment Terms

- The Customer shall pay the Supplier for the Subject of Performance on the basis of a tax document (invoice); Products and Goods are invoiced on the day they are ready for dispatch at the Supplier's premises.
- Payments shall be made exclusively by non-cash bank transfer to the Supplier's account, or by cash deposit made directly to its bank account at a financial institution. The Supplier does not accept cash payments handed directly to its representatives. Payments may also be made by non-cash transfer in EUR or USD to the account stated in the binding order.
- Any cash payments (e.g., a deposit made to the account by a third party) are subject to the statutory limit under Act No. 254/2004 Coll., on the Restriction of Cash Payments, which currently amounts to CZK 270,000 between the same parties per calendar day.
- Taxes shall apply in accordance with the legislation in effect at the time of payment.
- The due date of invoices may be extended on the basis of an individual agreement in accordance with an agreed repayment schedule; the terms shall be governed by the concluded financing agreement.
- In the event of late payment, the Supplier shall be entitled to charge default interest at the rate of 0.05% of the outstanding amount for each day of delay; if the Customer is a consumer, it shall be entitled to the statutory default interest under Government Regulation No. 351/2013 Coll., where more favourable to it.
- Title to the Products and Goods shall pass to the Customer only upon payment of the contract price in full; until then, they shall remain the property of the Supplier, who shall be entitled to dispose of them freely in the event of a breach of contract.

V. Warranty and Liability for Defects

- The Supplier provides a contractual quality warranty on Products of its own manufacture pursuant to Section 2113 et seq. of the Civil Code for a period of 12 months from the date of delivery, unless the Parties agree otherwise in writing. For Goods purchased from third-party manufacturers, the Supplier provides a warranty to the extent and for the duration specified by their manufacturer, unless otherwise agreed in writing.
- If the Customer is a consumer, it is entitled, in addition to the contractual warranty, to rights arising from defective performance under Section 2099 et seq. and Section 2158 et seq. of the Civil Code: the Supplier is liable for the Product or Goods being free of defects upon receipt, and the Customer may raise a defect that appears within two years of receipt. If a defect appears within one year of receipt, it shall be presumed that the item was already defective upon receipt, unless this is precluded by the nature of the item or the defect.
- If the Customer is an entrepreneur, including state and public-law entities acting within their business activity, liability for defects shall be governed by the agreed contractual warranty and the general provisions of the Civil Code on liability for defects; no entitlement to an extended statutory warranty period shall arise for it.
- The warranty shall cease to apply in the event of improper installation, placement of the Product or Goods in an unsuitable environment, mechanical damage, use contrary to its intended purpose, force majeure, or in other cases under the legal regulations in force as of the date of delivery.
- Defective and replaced Products and Goods shall become the property of the Supplier.
- An amendment to Act No. 634/1992 Coll., on Consumer Protection, and to the Civil Code, reflecting new EU rules strengthening consumer rights, took effect on 31 July 2026 (with certain provisions taking effect on 27 September 2026). Where the Customer is a consumer, this amendment extends the Customer's protection in the event of the repair of a defective Product, and the Supplier shall inform the Customer of the period for which it provides free updates for Products containing software or other digital elements, to the extent and under the conditions laid down by these and related legal regulations.

VI. Complaints

- Only a Subject of Performance purchased from ARDyx a.s. may be the subject of a complaint, namely:

a. defects in Products or Goods – the Customer shall send the complaint, together with a detailed description of the defect, to the Supplier at ARDyx a.s., Modletice 139, 251 01 Modletice, in the form of a complaint report (reklamační protokol);

b. non-functioning Service deliveries.

- Complaints made during the warranty period shall be resolved by repair or replacement; the Supplier shall return repaired or replaced Products and Goods to the Customer at its own expense.

- If the Supplier decides to repair or replace a defective Product or Goods, it must be given sufficient time to do so.

- Complaints made after the expiry of the warranty period or, as applicable, the period of liability for defects, shall be handled on a chargeable basis.

VII. Ownership of Documentation

Drawings, plans, manuals, diagrams, data sheets, schedules, measurements and other documentation relating to the Subject of Performance shall remain the property of the Supplier. If the Customer receives such documentation, it may use it only for the purposes agreed with the Supplier and only with the Supplier's prior written consent.

VIII. Personal Data Protection

The protection of personal data is governed by the laws of the Czech Republic, in particular Act No. 110/2019 Coll., on the Processing of Personal Data, as amended, the Civil Code, and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

ARDyx a.s. does not provide the Customer's personal data to any parties other than the contractual carrier, and only to the extent necessary for the delivery of Products or Goods.

ARDyx a.s. retains data in accordance with related legal regulations (e.g., the Accounting Act, the Value Added Tax Act and the Act on the Administration of Taxes and Fees) and shall provide the Customer with information on the measures adopted in writing within one month of receiving a written request.

IX. Export Control and International Trade Restrictions

- The Subject of Performance, its components, and related technical documentation or technology may be subject to export control under Act No. 38/1994 Coll., on Foreign Trade in Military Materiel, as amended, and/or Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items, as amended, implemented in the Czech Republic by Act No. 594/2004 Coll. (together, the "Export Control Laws").
- ARDyx a.s. holds the permits and licences required for its own trading activity in military materiel and dual-use items to the extent it carries on such activity. The grant of a specific export, transfer or brokering licence for an individual delivery is always subject to individual assessment by the competent public authority (in particular the Licensing Authority of the Ministry of Industry and Trade of the Czech Republic) and to compliance with the conditions laid down by the Export Control Laws and the international sanctions regimes in force as of the date of delivery.

- The Customer represents and warrants that: (a) it is the end user of the Subject of Performance or, as applicable, shall truthfully and fully disclose to the Supplier the identity of the actual end user and the intended use; (b) the Subject of Performance, its components and any related technical documentation shall not, without the Supplier's prior written consent and without obtaining the relevant licence or permit, be re-exported, transferred, assigned or otherwise made available to any third party or to any country other than that stated in the order; (c) it is not a person or entity subject to, and does not act for the benefit of any person or entity subject to, international sanctions imposed by the European Union, the United Nations, the Czech Republic or any other competent authority, and is not established or located in a country subject to an arms embargo; (d) the Subject of Performance will not be used for the development, production, maintenance or use of chemical, biological, radiological or nuclear weapons or their means of delivery.
- The Customer undertakes to provide the Supplier with all cooperation and supporting documents requested by the Supplier or the competent administrative authorities for the purpose of obtaining an export, transfer or brokering licence, in particular an end-use or end-user certificate/statement (End-User Certificate/End-Use Statement) and documents evidencing authorisation to import the Subject of Performance into the country of destination.
- The Supplier shall be entitled to suspend, postpone or refuse performance in whole, as well as to withdraw from the contract, if (a) the required licence or permit has not been granted within the stipulated period, (b) the Customer breaches its representations or obligations under this Article, or (c) performance would be contrary to the Export Control Laws, international sanctions regimes or the international obligations of the Czech Republic. Such action shall not be deemed a breach of contract by the Supplier, and the Supplier shall not incur any liability to the Customer for damages or other harm as a result thereof.
- The Customer shall bear all costs and risks arising from the refusal, revocation or suspension of an export licence for reasons attributable to the Customer, in particular as a result of false or incomplete information or insufficient cooperation.
- The prices and delivery periods stated in the offer do not take into account the time required to complete licensing proceedings. If a licence or permit is required for the fulfilment of a delivery, the delivery period shall be extended by the time necessary to obtain it, without the Supplier being in delay as a result.
- The Customer shall comply with all restrictions arising from a specific licence granted, in particular any prohibition on re-export to specified countries, and shall, upon the Supplier's request, demonstrate within a reasonable period that the Subject of Performance has not been used or transferred in breach of this Article.
- The obligations and representations of the Customer under this Article shall survive the termination of the contractual relationship between the Parties for as long as the relevant legal obligations arising from the Export Control Laws continue to apply.

X. Final Provisions

7. The Customer undertakes to maintain confidentiality toward third parties regarding the details of the offer, without the Supplier's prior consent, and not to assign the offer to a third party.
8. The current version of the GTC is always published on the website of ARDyx a.s.
9. These GTC supersede the version of the GTC dated 20 August 2026 and shall take effect on 16 November 2026.
10. The GTC of ARDyx a.s. shall always take precedence over the Customer's terms and conditions.