



NTT

General terms and conditions for sale of goods

NTT Czech Republic s.r.o.

01 September 2022



General terms and conditions for sale of goods

1. Introductory provisions

The provisions of these general terms and conditions for the sale of goods (hereinafter referred to as the "**Terms and Conditions**") are valid for the sale of goods of **NTT Republic s.r.o.**, registered address: Milevská 2095/5, 140 00 Prague 4, reg. no.: 26175738, registered in the commercial register maintained by Prague City Court in section C, entry no. 77064 (hereinafter referred to as the "**Seller**") to its business partners (hereinafter referred to as the "**Buyer**"), unless stated otherwise in a separate contract.

2. Definitions

For the purposes of these Terms and Conditions the terms below shall have the following agreed meaning:

- 2.1 "**Affiliate**" means a legal entity that controls, is controlled by, or that is under common control with either Buyer or Seller. For purposes of this definition, 'control' means ownership of more than 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.
- 2.2 "**Civil Code**" means Act No. 89/2012 Coll. (the Civil Code), as amended.
- 2.3 "**Confidential Information**" means any information that is disclosed by or on behalf of one party to the Contract (the "**Discloser**") to the other party ("**Recipient**") in connection with the performance of the Contract, whether it is provided in writing, verbally, electronically, through observation or by other method, including any information, data or communication of a business, marketing, financial, legal or other nature, and the agreed contractual terms. Amongst others, confidential information includes source codes to software if the Seller has provided them to the Buyer, as well as all modifications, expansions and versions of such source codes, materials and information concerning the Parties' activities, business activities and the way in which they do business, information about the Parties' customers and suppliers, the Seller's offer, including prices, as well as concepts and knowledge, including the results of research and inventions, knowledge about technologies and methods used, "know-how", designs, drawings, specifications, etc. The definition of Confidential Information under these Terms and Conditions expressly excludes Personal Data of the parties and their representatives, which will be treated more specifically in accordance with the terms of clause **Error! Reference source not found.** below.
- 2.4 "**Documentation**" means the official documentation provided by the manufacturer in the version it provided, and the Seller's documentation of actual work/services, or any other documentation agreed between the Parties.
- 2.5 "**Equipment**" means hardware or Software to be procured by Seller and supplied to Buyer, as equipment, including the Software, described in the Offer/Order.
- 2.6 "**Force Majeure Event**" means an obstacle that temporarily or permanently prevents a Party from fulfilling its obligations under the Contract and which is exceptional unforeseeable and insurmountable and was independent of the will of either Party. Force Majeure Events include floods, earthquake, war, terrorist attack, sabotage, revolution, invasion, insurrection, strike, lockout or other event during plant operation, rebellion, civil riots, mob violence, blockade, embargo, boycott, use of military force, fire, explosion, epidemic, quarantine, and/or conduct or constraints by the government, including the imposition of restrictions or embargoes on imports exports. Force Majeure Event shall also include unexpected delays of Seller's suppliers, that cannot be influenced by the Seller.
- 2.7 "**Intellectual Property Rights**" mean any of the following rights anywhere in the world, whether registered or unregistered: trade secrets, patents and application for patents, trademark rights, service mark rights and domain name rights and applications for the same, rights in unregistered trademarks and rights in trade names and business names, copyright (including copyright in software and databases), database rights, rights in designs and rights in inventions, and any rights of similar effect or nature as any of the foregoing.
- 2.8 "**NTT Affiliate**" means NTT Ltd., whose registered office is at 1 King William Street, London, England, EC4N 7AR, registration No. 12035182, and all legal entities that are directly or indirectly controlled by this company.
- 2.9 "**NTT Material**" means (a) the services provide by the Seller, if any (the "**Services**") and associated Documentation (but expressly excluding any Third-Party Services and associated Documentation); (b) equipment (including associated firmware, software, parts and components) leased, rented, or licensed by or on behalf of the Seller in order for Buyer to receive and use any Services, regardless of physical location; (c) know-how, methodologies, processes, and/or Intellectual Property Rights used by the Seller to provide any Services; (d) all materials, software, data, and information provided by the Seller under the Contract, including any

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- identifiers, passcodes, or access keys used to access the Services; and (e) any modifications, upgrades, derivative works, and improvements to any of the foregoing.
- 2.10 “**OEM**” means the original equipment manufacturer of a relevant product.
- 2.11 “**Personal Data**” have the meaning ascribed to it in the Regulation of European Parliament and Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- 2.12 “**Privacy Statement**” means the then-current privacy statement describing Seller’s treatment of Personal Data in its general business administration, management, and operations, which is made available at: <https://services.global.ntt/en-us/legal/privacy-statement> (or successor site) and as may be updated by the Seller (or its parent company) from time-to-time (effective upon publication).
- 2.13 “**Software**” means one or more programs capable of operating on a controller, processor or other hardware product, the detailed specifications of which are described in the Offer. The Software is either a separate product or is contained in another hardware product (“Bundled Software”) or is an integral part of the Equipment and cannot be removed during normal operation (“Firmware”).
- 2.14 “**Third-Party Services**” mean, as procured through the Seller, services provisioned directly from a third-party service provider (other than as a subcontractor of the Seller) for Buyer’s access and use, as set out more particularly in the Offer and subject to any applicable third-party terms.

3. Order and creation of Contract

- 3.1 An individual purchase contract (hereinafter referred to as the “**Contract**”) shall be concluded on the basis of the Buyer’s order which has been made out by the Buyer according to the Seller’s valid offer (hereinafter referred to as the “**Order**”). The Seller’s offer (hereinafter referred to as the “**Offer**”) and the Buyer’s Order also include these Terms and Conditions. By making out an Order the Buyer confirms that it has read these Terms and Conditions and that it considers them to be part of the Contract concluded between the Buyer and the Seller. By making out an Order the Buyer also agrees that these Terms and Conditions are the only ones applicable to the Contract concluded on the basis of its Order. For the avoidance of doubt, any business or other contractual conditions printed or otherwise referred to or accompanying the Buyer’s Order shall not be used for the Contract (the purchase of goods from the Seller).
- 3.2 In certain cases, the Seller’s Offer may also include a Scope of Work document (hereinafter referred to as “**SOW**”), which specifies in detail the Seller’s subject of performance under the Contract. The SOW shall be binding for the Seller’s performance in the same way as other parts of the Offer.
- 3.3 The Buyer’s Order made out on the basis of the Seller’s Offer must be in the following form: (i) the original written Order delivered to the Seller, for example by post or in person, (ii) a PDF, html or another form of a document that has been delivered to the Seller as an email attachment or otherwise electronically, (iii) the Buyer’s e-mail accepting the Seller’s Offer with an express reference to the Seller’s valid Offer, which can be clearly identified from such reference (e.g. by the Offer number and / or Offer title and/or subject of the Order / price of the goods). The Order must always (with the exception of the case in point (ii) and (iii) of this paragraph) be signed by the Buyer’s authorised representative. An Order made out in this way by the Buyer shall be deemed binding.
- 3.4 The Order must contain at least these basic requirements:
- a) the Buyer’s business name and registered address (place of business in the Czech Republic);
 - b) contact person, his/her email and phone number;
 - c) registration number; tax registration number if the Buyer is registered as a VAT payer;
 - d) name and code of the goods that uniquely identifies the subject of the Order (numerical designation of the goods, i.e. the product codes listed in the Seller’s current price list/Offer);
 - e) total price of the Order;
 - f) signature of the Buyer’s authorised representative (if appropriate, also the company stamp), with the exception of paragraph 3.3 above.
- The Buyer’s Order shall also be deemed sufficient if it does not contain the information according to letters d), and e), provided it contains an express reference to the Seller’s valid offer, which can be clearly identified from such reference, and if the Offer contains various options for goods, the reference shall also specify which option the Buyer has chosen.
- 3.5 Individual contracts are concluded on delivery of an Order to the Seller if the Order fully matches the Offer and does not contain any deviations, additions, reservations, limitations or other

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- changes compared to the Offer (Section 1740 (3) of the Civil Code does not apply and therefore the possibility of accepting an Offer with an addition or deviation is ruled out).
- 3.6 If an Order contains deviations, additions, reservations, limitations or other changes compared to the Offer, such Order shall be considered as a new offer and shall be binding for the Seller only if the Seller sends the Buyer confirmation of the order confirming delivery of the goods under the conditions specified in the Order, or confirming that the Buyer's Order has been accepted by the Buyer, including with the changes compared to the Offer. The Seller shall send the Buyer confirmation of the Order by email. In such case a Contract shall be concluded on delivery of confirmation of the Order to the Buyer.
- 3.7 If the Seller's confirmation of an Order is required by the Buyer, the Seller shall confirm the Order without undue delay after receiving it by email. However, if the Order fully matches the Offer, the Contract shall be concluded as soon as the Order is received (see paragraph 3.5 above). If the Order does not match the Offer, the procedure specified in paragraph 3.6 above shall apply.
- 3.8 For the purpose of concluding a Contract an email shall be deemed delivered as soon as it is received by the other Party's email server according to the email system records of the Party that has sent the email; an email may be sent to any email address of the other Party listed in the Offer or Order or otherwise given to the other Party on concluding the specific business case.
- 3.9 The subject-matter of a Contract concluded in the above manner is the Seller's commitment to deliver the goods specified in the Offer (or in the Order confirmation) to the Buyer and to transfer the ownership right to these goods to it and the Buyer's commitment to take possession of the delivered goods and to pay the agreed purchase price for them, all according to these Terms and Conditions.

4. Place and date of delivery

- 4.1 The performance deadline given in the Offer (or in the Order confirmation) shall be used to determine the performance deadline. If no performance deadline is listed, the performance deadline in the Order shall apply. If no performance deadline is listed in either of these documents, the Seller shall deliver the goods to the Buyer within ten (10) weeks of the conclusion of the Contract. In exceptional circumstances the Seller may extend the performance deadline; however, in this case it is required to inform the Buyer of this fact, within 21 days of the conclusion of the Contract.
- 4.2 The delivery location given in the Offer (or in the Order confirmation) shall be used to determine the delivery location. If it is not listed therein, the delivery location listed in the Order shall apply. If no delivery location is listed in either of these documents, the delivery location shall be the Buyer's registered address. Unless it is agreed that the goods shall be delivered to the delivery location directly by the Seller, or personal collection is agreed, the goods shall be delivered to the Buyer to the delivery location by a standard delivery service (carrier) according to the choice of the Seller. The Seller shall fulfil its obligation under the Contract (or its part consisting in delivery of goods), i.e. handover the goods to the Buyer, by handing over the goods to the carrier for transportation to the Buyer. After handing over the goods to the carrier according to this section, the Seller shall issue a tax document (invoice) for the goods and shall send it to the Buyer.
- 4.3 If delivery of a digital content (software, including subscription) by the Seller is a subject of the performance under the Contract (or a part of it), the Seller shall fulfil its obligation under the Contract and the performance shall be considered as delivered, when the Seller (or directly the manufacturer) enables the Buyer to exercise the rights to software according to the license (including the subscription license), i.e. enables the Buyer access to software and its use according to the license agreement. Consequently, the Seller shall issue the tax document (invoice) and will send it to the Buyer.
- 4.4 If arranging for the maintenance of the manufacturer by the Seller is a subject of the performance under the Contract (or a part of it), the Seller shall fulfil its obligation under the Contract and the performance shall be considered as delivered, when the Seller arranges for the maintenance by the manufacturer for the agreed period of time according to the conditions set out by the manufacturer. Consequently, the Seller shall issue the tax document (invoice) and will send it to the Buyer.
- 4.5 If there is a delay in the delivery of the goods, and such a delay is caused by:
- (i) Force Majeure Event, or
 - (ii) any conduct, omission, inaction or other delay by the Buyer, or
 - (iii) any other event beyond the Seller's control,

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the performance deadline shall be extended by the period agreed between the parties, whereas this period may not be shorter than the duration of the event specified above, unless the parties agree otherwise.

5. Price and terms of payment

- 5.1 The Buyer agrees to pay the Seller the purchase price for the ordered goods. The price shall be paid by bank transfer into the Seller's account on the basis of the Seller's issued tax document (invoice). The Seller shall issue invoices after fulfilment of obligation under the Contract, or its part, as specified in Sections 4.2 - 4.4 above.
- 5.2 The prices listed in the Seller's offers do not include VAT which shall be added according to applicable legislation, unless it is expressly stated in the Offer that the price is inclusive of VAT.
- 5.3 The price is considered the Seller's trade secret.
- 5.4 Unless stated otherwise in the Offer (or in the Order confirmation), invoices shall be payable within fourteen (14) days of the date of issue. The Buyer shall be required to pay the amount in such a way that it is credited to the Seller's bank account on the due date. If the Buyer is in default of payment of an invoice, it agrees to pay the Seller default interest of 0.1 % on the amount owed for each day of the delay.
- 5.5 The cost of transporting the goods from the Seller's warehouse to the Buyer (at the named place of destination) shall be paid by the Buyer, including the customs costs, unless the Parties agree otherwise. The costs of transporting shall be charged and invoiced to the Buyer together with the price of the goods.
- 5.6 If there is a change by more than 3% in the exchange rate for the currency, in which the Seller purchases goods, against the Czech crown on the date the Buyer is invoiced compared to the exchange rate on the date the Offer (or the Order confirmation) is sent, the Seller shall be entitled to amend the invoice price accordingly, if this price is set in CZK. The exchange rate announced by CNB shall be relevant for calculating exchange rate differences.

6. Delivery and receipt of goods

- 6.1 The receipt of goods shall be confirmed by the Buyer's authorised representative by signing the delivery note.
- 6.2 If goods specified for "personal collection" are not collected on the agreed purchase date or if the Buyer fails to take the goods from the delivery service, the Seller shall be entitled to withdraw from such delivery of the goods, in a unilateral withdrawal statement delivered to the Buyer. In such case the Buyer shall be required to pay the Seller a contractual fine equal to 10% of the purchase price of the goods that have been bindingly ordered but not purchased.
- 6.3 The Buyer shall be required to inspect the goods delivered by the Seller immediately on receiving them from the Seller and inform the Seller of any defects found in the goods. If the goods are sent by a delivery service (carrier) the Buyer shall also be required to check the consignment on receiving it, but before signing the delivery note. If the data does not correspond to the facts, the original packaging is broken or otherwise damaged, etc., the Buyer shall indicate this on the carrier's delivery note and write out a damage report with the carrier or refuse the goods as a whole. The Buyer shall notify the Seller of this fact, i.e. the damage report or the refusal of the goods, without undue delay. The Buyer is also required to check the factual content of the package according to the attached delivery note. If the content of the package does not match the delivery note, the Buyer shall be required to write the discrepancies on the delivery note and have them confirmed by the carrier. If the carrier refuses to do so, the Buyer must refuse the delivery of goods as a whole. By taking over the package from the carrier the Buyer confirms receipt of all the goods that are included in that particular delivery.
- 6.4 The Buyer shall be required to inform the Seller of any defective goods without undue delay, i.e. within two (2) working days from the moment when it could have discovered the defect. The Buyer shall report the defect in writing or by email.

7. Other contractual terms and conditions

- 7.1 The Seller reserves the ownership right to the goods and the Buyer shall acquire the ownership right to the goods once 100% of the purchase price has been credited to the Seller's account.
- 7.2 The risk of damage to the goods or their loss or theft shall pass to the Buyer upon delivery of the goods to the delivery location.

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- 7.3 The Seller hereby declares that it meets all the conditions set out in Act No. 477/2001 Coll., on Packaging, and the relevant authorisation is available to the Buyer for inspection at the Seller's registered office.
- 7.4 The Buyer shall not be entitled to further sell or otherwise transfer ownership or other rights (for example licence) to the goods to any third party without the Seller's prior written consent.
- 7.5 The Seller agrees that the delivery of goods under the Contract can be used as a public reference indicating the performance or subject of performance, trademarks and generally known facts. This consent is of unlimited duration and shall also remain valid after the termination of the Contract. The Seller shall also be entitled to include the Buyer in its list of references.

8. Liability for defects and warranty

- 8.1 The Seller shall be liable for defects in the goods when they are handed over to the Buyer.
- 8.2 The Seller shall not be liable for defects in the goods if the defect appeared after the goods were handed over and it was found that (i) the goods were placed in an unsuitable environment; (ii) during the operation of the goods the instructions on proper operation set out in the documentation or otherwise provided by the Seller were not followed; (iii) the goods were used in a way or for a purpose for which they were not intended; (iv) the goods were interfered with by a third party without the Seller's prior consent, including cases where the goods were modified or repaired by a third party without the Seller's prior consent; (v) the goods were used in conjunction with any product (HW or SW) that has not been approved by the Seller; (vi) the defect occurred due to external influences, including excessive physical force, a power or air-conditioning failure, accident, incorrect handling, or force majeure.
- 8.3 The Buyer shall be required to notify the Seller of any defects in writing or by email within two (2) working days after discovering the defect.
- 8.4 The Seller shall provide the same warranty for the goods supplied under the Contract as the manufacturer of the goods provides, to the extent where it is possible legally and on the basis of the contractual relationship between the manufacturer of the goods and the Seller for the Seller to transfer such warranty to the Buyer. The Seller shall inform the Buyer of the warranty on the goods in the Offer or when the goods are handed over. For the avoidance of doubt, the Seller states that it is not the manufacturer of the goods and does not provide any warranty on the goods (unless expressly stated otherwise in the Offer), in particular it does not provide any warranty regarding the satisfactory or usual quality of the goods or the suitability to use the goods for a particular purpose, or a guarantee of non-infringement of third party rights in connection with the use of the goods.

9. Software and Intellectual Property protection

- 9.1 When the Buyer order licenses to Software and/or maintenance/subscription to Software, the Buyer acknowledges that the Seller is not a manufacturer, or an owner/holder of the copyright to such a Software, nor is it a provider of the maintenance/subscription for such Software, and the Seller only arrange for the licenses and/or the maintenance/subscription by the owner/holder of the copyright to Software.
- 9.2 The use of any Software, whose manufacturer/copyright owner is not the Seller and which is delivered to the Buyer under the Contract, shall be governed by the licence terms that are supplied with such Software and the Buyer shall comply with such licence terms of manufacturer/copyright owner/OEM of the Software. The licence agreement for the use of third parties' Software shall exist directly between the Buyer and the owner/holder of the copyright to the Software, unless agreed otherwise in the Contract. All third party Software that is supplied is listed by the Seller in its Offer (including SOW).
- 9.3 Unless it is expressly stated in the Offer (including SOW) that the Seller is the holder of the copyright to the supplied Software, the Seller shall not be a party to any licence agreement regarding the Software and so it shall not provide any guarantee or declaration concerning this Software, including (but not exclusively) guarantees regarding ownership/authorship, use or operation of such Software.
- 9.4 Licenses to use Software and/or maintenance/subscription to Software are arranged for by the manufacturer/OEM for the specific Buyer only, and the Buyer shall not be authorized to further assign the licenses, or the right to receive maintenance/subscription, to any third party.
- 9.5 Maintenance/subscription to Software are arranged for by the Seller by the manufacturer/OEM always as of the date and for the time (period) specified in the Offer, whereas the time (period) cannot be changed (shortened) later. Extent of the manufacturer/OEM's maintenance/subscription to Software is specified in the Offer and/or in the conditions of the

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- manufacturer, which are available at website of the manufacturer/OEM. If requested, the Seller will send the extent and conditions for the maintenance/subscription to the Buyer via email.
- 9.6 Unless expressly stated otherwise in the Contract (or these Terms and Conditions), no Intellectual Property Rights are intended to be transferred under the Contract. Except for those rights expressly granted in the Contract, all rights, title, and interest (including Intellectual Property Rights) in any NTT Material remains vested in Seller (or its Affiliates) or, in the case of Equipment or Third-Party Services, the relevant third-party OEM, licensor, or service provider (as applicable).
- 9.7 In the event Buyer elects to communicate to the Seller any suggestions for improvement to any NTT Material, NTT will, to the extent permitted by applicable laws, be entitled to use such suggestions without restriction or compensation to Buyer.

10. Confidential Information

- 10.1 The Parties shall be required to maintain the confidentiality of Confidential Information and to protect it against disclosure. Neither Party is entitled to disclose Confidential Information to any third party without the prior written consent of the Discloser, or to use this Confidential Information for any purposes other than the performance of this Contract. The Parties agree to maintain the confidentiality of Confidential Information at least to the same degree as they protect their own confidential information of a similar nature, but at least to the usual extent with regard to all circumstances.
- 10.2 The obligation according to paragraph 10.1 above does not apply to Confidential Information that:
- 10.2.1 the Recipient had available before it was provided by the Discloser;
 - 10.2.2 has become publicly known other than through a breach of the obligation to maintain confidentiality under this Contract;
 - 10.2.3 has been provided to the Recipient by a third party without a confidentiality obligation;
 - 10.2.4 has been independently developed by the Recipient;
 - 10.2.5 the Discloser has given approval for it to be published.
- 10.3 The Recipient shall be entitled to disclose the Confidential Information to Recipient's (or, if applicable, Recipient's Affiliates') directors, officers, professional advisors, employees, Sellers, and, in the case of the Seller as Recipient, to any relevant subcontractors or third-party OEM, licensor, or service provider used in the performance or administration of the Agreement, on a need-to-know basis only and subject to sufficient obligations of confidentiality with such parties (and Recipient will remain fully liable for a breach of this clause 10 by any entity or individual to which it transfers the Confidential Information as set out herein).
- 10.4 Recipient may disclose Discloser's Confidential Information to the extent required by law or any governmental or other regulatory authority (including by a court or other authority of competent jurisdiction) (the "Disclosure Order"), provided that:
- 10.4.1 Recipient's disclosure of such Confidential Information is limited to the minimum amount necessary to comply; and
 - 10.4.2 to the extent permitted by law, the Recipient:
 - (i) gives the Discloser prior written notice of the Disclosure Order as soon as practicable;
 - (ii) provides the Discloser with a reasonable opportunity to make representations to the relevant authority to oppose the Disclosure Order; and
 - (iii) reasonably cooperates with Discloser to oppose or limit the Disclosure Order or otherwise obtain the maximum possible continuing protection for such Confidential Information.
- 10.5 Upon termination of the Contract, Recipient will promptly return or destroy (as reasonably directed by the Discloser) any Confidential Information in its possession, provided that nothing in this clause obliges either party to return or destroy any document or information incorporated into or annexed to anything that:
- 10.5.1 must be retained for compliance purposes (including any accounting standard or the rules of any stock exchange) or as required by Applicable Laws; or
 - 10.5.2 is contained in backups or other systems such that the information cannot be reasonably and practicably located and deleted.
- 10.6 These confidentiality obligations will remain valid for a period of 3 years after the expiry or termination of the Agreement, provided that such obligations will continue:
- 10.6.1 in respect of any Confidential Information retained pursuant to clause 10.5 above, for as long as such information remains in the possession of Recipient; and

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- 10.6.2 in respect of any Confidential Information constituting a trade secret, in perpetuity.
- 10.7 The Parties agree that confidentiality does not apply to information about the existence of this Contract, including commercial references, i.e. using the other Party's business name, logo, the project name and general description of the delivered products in marketing and/or reference materials. The Buyer agrees that the performance under this Contract can be used as a public reference indicating the performance or subject of performance, trademarks and generally known facts. This consent is of unlimited duration and shall also remain valid after the termination of this Contract. The Seller shall also be entitled to include the Buyer in its list of references.

11. Liability

- 11.1 The Seller's obligation to compensate the Buyer for damage caused by a breach of obligations arising from the Contract (including these Terms and Conditions) or the law is limited to an amount equal to 100 % of the price of the goods supplied under the Contract. This restriction also applies to non-pecuniary damages which the Seller might be obliged to pay by law and to compensation in special cases under Section 2920 et seq. of the Civil Code.
- 11.2 The Seller shall be exempt from the obligation to pay compensation and shall not be required to pay damages if it shows that the damage occurred due to (a) an exceptional, unforeseeable and insurmountable obstacle independent of the Seller's will (a Force Majeure Event), or (b) conduct by the Buyer or other third party beyond the Seller's control, or (c) a lack of cooperation from the Buyer. Furthermore, the Seller shall not be required to pay the Buyer or any third party for damage if any of the facts in paragraph 8.2 occurred.
- 11.3 The Seller shall not be liable and therefore shall not be obliged to compensate for (i) loss of profit, revenues and income, (ii) loss of use or business interruption, (iii) loss of bargain or opportunities, or anticipated savings, and/or loss of goodwill, reputation, (iv) loss or corruption of data, and (v) any accidental, subsequent or other indirect damages or losses. This restriction shall apply regardless of the form in which the claim is made, whether it be a claim based on an obligation to pay compensation due to a breach of law or a breach of contract, and regardless of whether the Seller was warned of the possibility of such damages or losses.
- 11.4 The above restrictions shall not apply to the obligation to (i) compensate for a loss on the death or injury of a person, or (ii) compensate for a loss caused intentionally or through gross negligence; or other obligation to compensate for a loss where the exclusion or restriction of this obligation would by law be invalid or unenforceable.
- 11.5 The Buyer and the Seller shall be required to mitigate or reduce the impact of any losses, damages, fines, costs, expenses (including legal expenses) or other obligations and liabilities that may arise due to any breach of law or the Contract.

12. Force Majeure

- 12.1 Party affected by a Force Majeure Event shall not be in default of meeting its contractual obligations or otherwise responsible for any delay in meeting or the failure to meet its contractual obligations (with the exception of any payments under the Contract), if the delay in meeting or the failure to meet the obligation was as a direct consequence of the Force Majeure Event and provided that:
- 12.1.1 the Party affected by the Force Majeure Event has notified the other Party of the Force Majeure Event, its nature and probable duration, including its impact on the other Party, in writing and without undue delay;
 - 12.1.2 the Party affected by the Force Majeure Event has taken all reasonable measures to mitigate the impact of the Force Majeure Event.
- 12.2 As soon as the Force Majeure Event ends, the Party affected by it shall immediately notify the other Party that the Force Majeure Event has ended and renew the fulfilment of its contractual obligations affected by the Force Majeure Event.
- 12.3 If a Force Majeure Event lasts for more than thirty (30) consecutive days and the fulfilment of contractual obligations is prevented/delayed for this period, the Party that is not affected by the Force Majeure Event shall (i) be entitled to terminate the Contract by written notice, which shall take effect on the delivery of notice to the other Party, and (ii) shall not be liable for damages that might arise in this context.

13. Personal Data Protection

- 13.1 Buyer acknowledges and accepts, without the need for further notification or consent (unless required by applicable laws), that the Seller may transfer (both domestically and cross-border)

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- and disclose Buyer's customer relationship management ("CRM") and other business administration data (including contact information for relevant Buyer personnel, User credentials, etc.) to Seller's (and its Affiliates') personnel, subcontractors, and third-party service providers that have a need-to-know such information for the purposes of servicing the accounts with Buyer and otherwise administering the performance of this Contract. Seller will process and maintain such CRM and other business administration data, including any Personal Data contained therein, in accordance with its Privacy Statement and applicable laws, provided that Buyer remains solely responsible for obtaining any individual consents or authorizations that may be required in connection with the contemplated processing activities set out in this clause 13.
- 13.2 To the extent Seller's provision of any Services under the Contract contemplates the processing of Personal Data on behalf of Buyer, the data processing agreement in the wording at this link: <https://services.global.ntt/en-us/legal/data-privacy-and-protection> (the "DPA") shall apply. The parties' respective rights and obligations in relation to any such Personal Data processing will be governed by the DPA, which is hereby incorporated into this Terms and Conditions, and by submitting an Order the Buyer accepts also conditions of this DPA.

14. Termination of Contract

- 14.1 The Contract may be terminated by (i) written agreement between the Parties, and/or (ii) a withdrawal from the Contract. The Seller and the Buyer are entitled to withdraw from the Contract in the cases specified in the Offer (or in the Order confirmation) and in these Terms and Conditions. The option to withdraw from the Contract on the expiry in vain of an additional period to provide performance is expressly excluded. A withdrawal from the Contract must be made by the Parties explicitly, in a written withdrawal notice.
- 14.2 The Parties are entitled to withdraw from the Contract in the event of a substantial breach of Contract by the other Party under the conditions below, unless stated otherwise in these Terms and Conditions. Prior to a withdrawal from the Contract, the Party that intends to withdraw from the Contract shall first be required to summon the other Party in writing to redress the situation and to give it a reasonable period to do so, which shall not be less than fifteen (15) working days. If the breach of Contract is not rectified even within this additional period, the other Party shall be entitled to withdraw from the Contract by written notice. A withdrawal from the Contract shall take effect on delivery of the written withdrawal notice to the other Party.
- 14.3 The following cases are deemed a substantial breach of Contract:
- 14.3.1 a delay of more than 30 days by the Seller in delivering the goods,
 - 14.3.2 the delivery of goods with defects that prevent their use and which have not been repaired by the Seller by the agreed deadline,
 - 14.3.3 a delay or more than 30 days by the Buyer in paying the purchase price or part thereof,
 - 14.3.4 a delay or more than 30 days by the Buyer in taking possession of the goods.
- 14.4 If a Party is bankrupt or if insolvency proceedings are initiated against a Party under Act No. 182/2006, on Bankruptcy and Settlement (the Insolvency Act), as amended, or if it is in liquidation or administration, or it is unable to meet its financial obligations, the other Party may withdraw from this Contract immediately with effect on the date the written withdrawal notice is delivered to the other Party.

15. Final Provisions

- 15.1 These Terms and Conditions are binding for the contractual relations on the sale of NTT Czech Republic s.r.o. goods, as of their date of publication.
- 15.2 If the Buyer does not agree to the wording of these Terms and Conditions, it is not entitled to order goods.
- 15.3 The Contract (including these Terms and Conditions) shall be governed by and interpreted according to Czech law. In interpreting the Contract (including these Terms and Conditions) the provisions of the law shall take precedence over trade practices maintained generally and in the specific sector.
- 15.4 The Parties agree to take every effort to settle amicably any and all disputes arising from this Contract or in connection with it (including the provisions of these Terms and Conditions). Disputes that cannot be settled amicably shall be resolved by the Court of Arbitration attached to the Commerce Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with the Court of Arbitration's Rules. The arbitration tribunal shall comprise three arbitrators and its award shall be final and binding. The arbitration proceedings shall be held in Prague, the Czech Republic, and shall be conducted in Czech.
- 15.5 All official notices, requests or communications between the Parties concerning this Contract shall be made in writing in Czech and sent by letter signed by the Party's authorised



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- representative or by e-mail, which shall be confirmed immediately by letter. All notices shall be deemed validly delivered on the third working day after sending, if they are sent by registered post to the Party's registered address.
- 15.6 Any change to the terms of the Contract (including these Terms and Conditions) must be made in writing.
- 15.7 Neither Party shall be entitled to assign its claims under the Contract concluded in accordance with these Terms and Conditions, or allow the assumption of a debt by a third party, or transfer its rights and obligations under the Contract (assign the Contract) without the other Party's prior written consent. Any assignments or transfers made without the other Party's prior consent shall be deemed invalid and ineffective towards the other Party. This provision shall not be interpreted in such a way that the Provider is not entitled to use a subcontractor to fulfil its obligation. The Provider shall also be entitled to assign the Contract to another NTT Affiliate.
- 15.8 Under the terms of Section 630 of the Civil Code the Parties agree on a ten-year limitation period for financial obligations arising under this Contract.

These Terms and Conditions are valid and effective from 1 September 2022.