

## **Commercial Terms & Conditions**

### **General Delivery and Payment Terms & Conditions**

#### **1. Basic information on store operator**

Identification details

Name: IQRF Solutions s.r.o.

Registered office: Průmyslová 1275, Valdické Předměstí, 506 01 Jičín, Czech Republic

Registered in the Commercial Register at the District Court in Hradec Králové under registration No. C 34028

Contact details:

Telephone: +420 493 654 015

Email: [sales@iqrf.shop](mailto:sales@iqrf.shop)

Website: [www.iqrf.shop](http://www.iqrf.shop)

IČ (ID) 45786461

DIČ (VAT ID): CZ45786461

#### **Information about the company**

IQRF Solutions s.r.o. is a limited company that resells end devices, GWs and other products related to IQRF Platform.

#### **Information on goods supplied**

IQRF Solutions s.r.o. offers goods for sale through web sales or purchases ordered at company office. You can find technical and commercial information on the goods supplied on company website or on request at company office. If you cannot find information on required parts in the sources mentioned, you can send a written request with your requirements in accordance with Art. 7.

This information is in no way a substitute for the original manufacturer's documentation, which always has priority over information given in a catalogue or web store. IQRF Solutions s.r.o. bears no liability for discrepancies in technical parameters for manufacturer's parts compared to their original documentation. Images of goods published in our e-shop are for illustration purposes only.

#### **2. Prices**

Prices are given in CZK or EUR.

Prices in our web store are always primarily given not inclusive of VAT. If the prices are inclusive of VAT, this is said in the description. VAT is payable according to place of VAT taxation.

If the goods cross a customs border, customs duty is payable.

The sales price in our web store is valid at the time the order is made and any subsequent changes in price have no impact on orders already made.

#### **3. Discounts**

The vendor reserves the right to provide trade discounts on the prices detailed in the pricelist of goods and services. You are not automatically entitled to discounts.

If you order an amount greater than that given in the pricelist of goods and services, or you place a blanket order, you can send a written request to arrange better sales prices.

When applying a discount that you are not qualified for (eg using discount code for IQRF Alliance members in case you are not member of the Alliance), the IQRF Solutions Ltd. reserves the right not to provide the requested discount.

#### 4. Goods delivery

Goods in stock are generally dispatched within three days at most of receipt of the order. If the goods are not currently in stock, you will be told the delivery date when your order is confirmed. We will inform you of the delivery dates for a large amount of goods, or for items which are not given in the price list, on the basis of a written request.

Before confirming and sending his order, the customer can choose from these methods of delivering goods:

- a) **Everything in stock** – The parcel is generally sent within three days at most.
- b) **Everything in one parcel** (Complete delivery) – If some of the goods are not in stock, everything is sent in one parcel once the complete order is in stock.
- c) **Delivery in multiple parcels** (Partial delivery) – The goods which are currently in stock are generally sent within three days. We record the other items and will send them in (an) additional parcel(s). The customer is informed of delivery dates in advance. The customer is responsible for paying the higher costs for conveyance in a number of parcels (particularly postal fees and customs duty). This way of delivery is provided on customer's request.

The vendor uses the services of PPL, TNT, UPS for conveying goods, or delivery services arranged by the customer. The customer can state which of the options given he wants the goods to be delivered using. This must be detailed in the order. If he does not do this, the vendor will send the goods using the method he considered most appropriate.

In conveying the goods, the vendor charges for each individual parcel conveyed in accordance with the current prices of the chosen carrier. The delivery charge is calculated in the web store and displayed before the order is sent in the shopping cart according to weight and delivery distance. If delivery services arranged by the customer are used, IQRF Solutions s.r.o. will not charge for delivery.

Packaging is free of charge.

The goods delivery method can also be changed through a preliminary agreement between the customer and an employee of the vendor's sales services.

For collection in person, goods can be picked up at the address IQRF Solutions s.r.o., Průmyslová 1275, Valdické Předměstí, 506 01, Jičín, Czech Republic.

#### 5. Payment conditions

The customer should pay for goods sent using a cash-on-delivery (COD) service, including fees in Article 4, to the carrier upon delivery. We only send goods COD within the Czech Republic and Slovak Republic. For payments through a pro forma invoice (payment in advance), the whole invoiced sum must be transferred to IQRF Solutions s.r.o.'s bank account, and only then will the goods be sent to the customer.

Payment using an invoice is only possible for customers with whom IQRF Solutions s.r.o. has concluded a blanket purchase contract and who have paid all previous invoices by the due date. The invoice payment is due within 14 days; use the invoice number as the variable symbol of payment. In order to pay using an invoice, the total invoiced sum must exceed 500 CZK, plus VAT.

Purchases through the web store can also be paid for with a credit card.

If the customer pays by card in the web store and prior sale takes place, the customer will only be charged for the value of the goods actually delivered, with an overpayment returned to the customer's account.

For orders with partial delivery selected (c) Delivery in multiple parcels), payment is possible in one sum in advance only.

## **6. Returning goods**

In the case of returning goods purchased by the consumer through our web store, the vendor is obliged to return the purchaser payments made within 14 days of withdrawing from the contract at the latest. The consumer has the right to withdraw from the contract within a period of 14 days from conclusion of the contract by e-mail (sent to the above-detailed address) or in writing delivered to the vendor's headquarters. Where the right to withdraw from the contract within this period is not applied, this right expires. The EU member state whose laws the trader treats as the basis for creating relations with the consumer is the Czech Republic. In case of disputes over the contract, the law applicable is the law of the Czech Republic, and the competent court is the court as determined according to the Code of Civil Procedure. The Claims Procedure regulates the extent, terms and conditions and method claims are dealt with.

The trader will discuss the duration of liabilities with the consumer in Czech or English, and in this will also provide the consumer with contractual terms and conditions and other details. The consumer can also appeal to the Czech Trade Inspection Authority with complaints, suggestions or queries.

## **7. Orders**

Orders for goods should be submitted in written form and sent by electronic post (e-mail) or through the web store.

Every customer who places an order is assigned an order number (Proforma invoice number). The order number is always given on the delivery note and on the invoice.

A purchase contract has been concluded as soon as the customer sends the order.

The order should include:

- company name, ordering name, address, telephone number, e-mail
- customer number (if already assigned)
- order number, date of issue
- Company ID No., VAT ID No.
- goods delivery method (see Art. 4)
- goods order name according to IQRF Solutions s.r.o. catalogue or price list
- number of items

For individual consumers (end customer), the order number, Company ID No. and VAT ID No. need not to be given.

## **Order confirmation**

Confirmation that the order has successfully been placed in the web store is automatically sent by the system to the customer's e-mail address. The order is confirmed by the next working day at the latest. If the delivery date for some items ordered is unknown, IQRF Solutions s.r.o. will first confirm those items for which the date is known, and will confirm the dates for the remaining items as soon as possible.

## **8. Technical support**

IQRF Solutions s.r.o. can supply the original, complete and current technical parameters for products of companies which we represent commercially on request. Where necessary, IQRF Solutions s.r.o. can arrange a training in the use of goods purchased. A list of manufacturers is given on the website, [www.iqrf.shop](http://www.iqrf.shop).

Technical details in our catalogue and web store are for information purposes only and are not substitutes for the manufacturer's data sheets.

## **9. Instructions for consumer**

In order to exercise your right to withdraw from a contract, the consumer must inform the vendor of his withdrawal in the above detailed manner through a unilateral legal act (e.g. in a letter sent by a postal services provider or by e-mail). You may use the model form to withdraw from a contract by RMA Form, detailed instructions are described in Complaints Handling Procedure.

To meet the deadline for withdrawal from this contract, it is sufficient for you to send your withdrawal from the contract before the withdrawal period has expired. The consumer should send the goods back or hand them over at the vendor's headquarters without undue delay and not later than 14 days from the day on which the withdrawal to this contract took place. The deadline is considered met if the purchaser sends the goods back before the period of 14 days has expired. The consumer bears the direct cost of returning the goods.

## **10. Take-back of goods**

The vendor will secure take-back (collection of old goods) for goods, batteries and accumulators purchased from him in accordance with applicable regulations. The customer is entitled to hand back old goods when purchasing new similar goods, batteries or accumulators at the vendor's company headquarters. Take-back only applies to old goods and batteries to an amount corresponding to the goods purchased. Electrical equipment, electrical waste, batteries and accumulators may not be collected together with mixed waste, but must be left at the sites designated for doing so, i.e. at a municipal waste collection point or a site for their take-back, e.g. at the places detailed above. The equipment and waste listed will be reused to produce new equipment. Hazardous and harmful substances within such equipment and waste can damage the environment or human health.

## **11. Personal data protection**

Information on customers is stored in accordance with the law of the Czech Republic in force, in particular with Act No. 101/2000 Coll. on the Protection of Personal Data as amended. By concluding a contract, the purchaser consents to the processing and collection of his personal details in the vendor's database following successful completion of the contract until such time as he expresses in writing his objection with this processing.

The purchaser has the right to access his personal data, and the right to its amendment, including additional legal rights to this data. Personal data can be removed from the database on the basis of a written request. The customer's personal data is fully secured against misuse. The supplier will not give the customer's personal data to any other persons, with the exception of external forwarders to whom the customer's personal data is given only to the minimum extent required for delivery of the goods. Each contract is archived by the operator after conclusion in electronic form and is accessible only to the store operators.

These Commercial Terms and Conditions apply from 1. 1. 2018.