

Hardware Purchase Terms and Conditions

SANEZOO EUROPE, s.r.o.

1. PREAMBLE

This document sets out terms and conditions of hardware purchase provided by SANEZOO EUROPE, s.r.o. ID: 06425259, registered office: Vlněna 526/7, 602 00 Brno, Czech Republic (hereinafter „Vendor“) to any business entity or non-business entity (hereinafter “Purchaser”).

2. CONCLUSION OF PURCHASE AGREEMENT

1. The purchase agreement shall be concluded in one of the following ways:
 - a. as a written stand-alone contract;
 - b. as a part of another written contract;
 - c. by Vendor's acceptance of purchase order issued by Purchaser;
2. The purchase agreement shall always contain:
 - a. specification of Hardware;
 - b. purchase price of the Hardware;
3. No face-to-face, telephonic or other communication which does not result in a written contract shall be deemed to constitute the conclusion of a purchase agreement.

3. OBJECT OF PURCHASE AGREEMENT

1. The object of the purchase agreement shall be the specialised hardware either manufactured by Vendor or compatible with Vendor manufactured hardware (hereinafter “Hardware”).
2. Based on the purchase agreement, the Purchaser agrees to pay the total purchase price under conditions set in article “7. PAYMENT” of these Purchase Terms and Conditions.
3. The Hardware becomes the property of the Purchaser upon payment of the full purchase price.

4. HANDOVER OF HARDWARE

1. The INCOTERMS 2020 EXW shall apply on the handover of the hardware.
2. The date of handover of the Hardware is the date on which the Hardware is picked up at the Vendor's premises unless agreed differently.
3. In case that paragraph 1 of this section is excluded and the Hardware is shipped from the Vendor to Purchaser, Vendor shall send a confirmation of shipment of the Hardware and tracking number (if available) within two days since shipment.
4. Purchaser is obliged to check without undue delay after handover that the Hardware has not been damaged in any way during shipment. In case that the Hardware has been damaged during shipment the Purchaser shall inform the Vendor and courier company without undue delay and file the damaged delivery form with the courier company.

5. PURCHASE

1. The Vendor sells Hardware specified in purchase agreement to the Purchaser.

2. The purchase shall be provided within the scope of purchase agreement.

6. USE OF THE HARDWARE BY PURCHASER

1. The Purchaser shall use the Hardware only to operate with specialised software for automation of production process. The Purchaser shall not use the Hardware for no other activities than stated above in order for the Hardware to function properly with software provided by Vendor.
2. The Purchaser shall not engage in any activity that could enable them or third parties to make unauthorised use of the Hardware.
3. The Purchaser shall not install any software on the Hardware or use any plug-in software on the Hardware in order for the Hardware to function properly with software provided by Vendor.
4. The Purchaser is entitled to use the Hardware only for its intended purpose. If the Purchaser uses the Hardware for a purpose other than the agreed purpose, the Purchaser shall forfeit the rights of defective performance if the Hardware is defective as a result of its use contrary to the agreed purpose.
5. The Purchaser may connect compatible peripherals (e.g. monitors, keyboards, cameras), that are not able to maliciously interfere with the Hardware functionality and were supplied by Vendor or explicitly approved by Vendor.
6. The Purchaser is not allowed to interfere with the Hardware in any extent. All repairs and upgrades of the Hardware shall be performed solely by the Vendor or people trained by the Vendor, unless agreed differently.

7. PAYMENT

1. Total purchase price consists of:
 - a. purchase price of hardware components,
 - b. handling fees (optional),
 - c. packaging fees (optional),
 - d. shipping fees(optional);
2. The Hardware becomes the property of the Purchaser upon payment of the full purchase price.
3. The Purchaser shall pay the purchase price at the agreed time. In case the time is not agreed upon, the total purchase price shall be paid no later than the due date on the issued invoice.
4. The total purchase price shall be fully specified and paid in the agreed currency.
5. The total purchase price shall be paid by the by the payment method stated on the issued invoice.
6. If not agreed otherwise the total purchase price does not include taxes and customs fees. The Purchaser covers these taxes and customs.
7. In the case that the Purchaser is in default of payment of the total purchase price, the Vendor may demand payment of default interest at the rate provided for by Czech law and a contractual penalty of 0.1% for each day of delay. Payment of the contractual penalty shall not affect the claim for damages.

8. QUALITY WARRANTY

1. The Vendor provides the Purchaser with a guarantee for quality for a period of 12 months from the transfer of risk on the goods to the Buyer (hereinafter "the Quality Warranty").
2. The Quality Warranty does not apply to situations where the Hardware is unable to perform up to its purpose due to wrong settings of the software.

3. The Quality Warranty does not apply on defects caused by improper use of the Hardware, damage caused to the Hardware by Purchaser or any other person and normal wear and tear.

9. PROCEDURE FOR EXERCISING RIGHTS UNDER THE QUALITY WARRANTY

1. In the event of a failure of the Hardware, as referred to in Article 8 paragraph 2, the Purchaser is obligated to notify the Vendor without undue delay (maximum of 5 business days) that there is a defect in the Hardware. The notification should specify the nature of the defect and how it manifests itself.
2. Notification of hardware failure by the Purchaser can be made through Vendor's reporting system, email or in written form.
3. In case of late notification, the Purchaser loses the rights covered by the quality guarantee.
4. In the event of timely and rightful notification, the Vendor shall choose whether the repair or exchange of malfunctioning Hardware shall be performed.

10. LIABILITY FOR DAMAGES

1. The Vendor shall not be liable for the results of the activities for which the Hardware is used. The Purchaser acknowledges that during the use of the Hardware errors may occur.
2. The Purchaser acknowledges that the Vendor shall not be liable for defects in the Hardware resulting from unauthorized interference with the Hardware or use of the Hardware in violation of specification of the Hardware by the Purchaser or third parties.
3. The Purchaser shall have no claim for damages based on any defects of Hardware.
4. The Purchaser further acknowledges that, unless otherwise agreed, the Vendor shall not be liable for the functionality of the data network of the Purchaser, the functionality of the public data network, for the functionality of the Purchaser's other hardware equipment, for the backup of data by the Purchaser, for the condition of the of the Purchaser's other hardware and software and for any interference by third parties with other hardware and software of the Purchaser.
5. The Purchaser further acknowledges that the absence of a functional feature of the Hardware that is not explicitly stated in the Hardware specification shall not be considered a defect.

11. CONFIDENTIALITY

1. For the purposes of this Hardware Purchase Terms and Conditions, "Confidential Information" shall mean all information (including but not limited to any knowledge, trade secrets, data, drawings, samples, devices, demonstrations, know-how, any technical and scientific information, any information relating to software architecture, design, or code, any research and development information, any plans or projections and other materials of whatever description whether or not subject to or protected by copyright, patent, trademark, registered or unregistered or otherwise) disclosed or communicated in writing, orally or in electric form in connection with this contract or the subcontracted work.
2. Vender and/or Purchaser shall keep the Confidential Information disclosed or communicated to them by the other party, directly or indirectly, in strict confidence. Vender and/or Purchaser shall not use the Confidential Information for any other purpose than specially stipulated in Purchase agreement or Hardware Purchase Terms and Conditions. Vender and/or Purchaser shall not be allowed to copy or reproduce in whole or in part any of the Confidential Information without written permission of the other party.

3. Vender and Purchaser shall ensure that each of its employees having access to the Confidential Information complies with the terms and provisions Purchase terms and conditions. Vender or Purchaser shall remain responsible for the actions and disclosures of its employees.
4. Confidential Information may only be disclosed as required by any applicable law, regulation, judicial or other legal order, provided that only such information as required by the governmental entity or body and uses reasonable efforts to secure confidential treatment for any such Confidential Information so disclosed.

12. FINAL PROVISIONS

1. Relationships and possible disputes arising from the Purchase and Hardware Purchase Terms and Conditions shall be settled exclusively under the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic. The Vendor and Purchaser expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The Vendor handles the Purchaser's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC; the Vendor shall not process any personal data without the Purchaser's consent, unless the processing of personal data is covered by this regulation and possibly other legal provisions allow without consent. Information on the processing of personal data by the Lender is contained in detail in the Vendor's privacy policy.
3. Vendor may unilaterally change Purchase Terms and Conditions. In case that Purchase Terms and Conditions are changed, the Vendor shall inform the Purchaser about changes via e-mail. The Vendor may inform the Purchaser that a particular purchase agreement with Purchaser stays untouched by the change in Hardware Purchase Terms and Conditions, therefore the newer version shall not be applicable to such purchase agreement.
4. Hardware Purchase Terms and Conditions come into force and effect on November 11th, 2023 repealing all the previous versions.