BUSINESS CUSTOMERS

Business Terms

The terms on which HARDWARIO a.s. supplies goods, development and services to business customers on the basis of a quotation or an individual order.

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1. Scope

The supplier is HARDWARIO a.s. ("HARDWARIO"):

Company	HARDWARIO a.s.
Company ID	04998511
VAT ID	CZ04998511
Registered office	U Jezu 525/4, 460 01 Liberec, Czech Republic
Register entry	Commercial Register kept by the Regional Court in Ústí nad Labem, Section B, Insert 2864
Contact	ask@hardwario.com, www.hardwario.com

1.1. Contracts covered. These Business Terms (the "Terms") govern contracts between HARDWARIO and a customer acting in the course of its business (the "Customer") that are concluded on the basis of a HARDWARIO quotation or an individual order: the supply of goods (HARDWARIO devices, modules and accessories and third-party products), the development of hardware, firmware and software, engineering services, installation and commissioning (together the "Order").

1.2. Other terms. Purchases in the HARDWARIO Store follow the Terms of Sale HLN.261008.01. HARDWARIO Cloud follows the HARDWARIO Cloud Terms of Service HLN.261009.02 with the Data Processing Agreement HLN.261009.03 and the Service Level Agreement HLN.261009.04, also where it is ordered on a quotation. The warranty on HARDWARIO hardware is set out in the Warranty Terms HLN.261009.06, which form part of every Order for such hardware.

1.3. Precedence. An individually negotiated contract prevails over the quotation, the quotation or order confirmation over these Terms, and these Terms over the Warranty Terms. The Customer's own general terms do not apply, even if the Customer refers to them, unless HARDWARIO accepts them in writing.

1.4. Consumers. These Terms do not apply to consumers.

2. Conclusion of the contract

2.1. Quotation. A quotation is binding for HARDWARIO until the validity date it states. Prices, quantities, delivery dates and scope are those of the quotation.

2.2. Contract. The contract is concluded when the Customer accepts the quotation within its validity in writing (an e-mail or a signed purchase order is sufficient), or when HARDWARIO confirms the Customer's order. An acceptance or order that departs from the quotation concludes the contract only once HARDWARIO confirms it.

2.3. Changes. Changes to a concluded Order, in particular to its scope, quantities or dates, require agreement in writing and may change the price and the delivery date.

2.4. Cancellation. A confirmed Order may be cancelled only by agreement. HARDWARIO may require payment of the costs already incurred, in particular for components procured for the Order and work already performed.

3. Prices and payment

3.1. Prices. Prices are those of the quotation, exclusive of VAT, which is added in accordance with the law, and apply EXW Liberec. Packaging for transport, shipping and insurance are invoiced separately unless the quotation includes them.

3.2. Invoicing. HARDWARIO invoices goods on delivery, services and development on completion or as the quotation states (in particular by milestones, or monthly for work charged by time). Invoices are payable within 30 days of their issue.

3.3. Advances. Where the quotation provides for an advance payment, in particular for development, custom manufacturing or the procurement of components, HARDWARIO starts the work or the procurement after the advance is received; agreed dates are extended accordingly.

3.4. Late payment. If the Customer is late with a payment, HARDWARIO may charge statutory default interest and the compensation of recovery costs under the law, and may suspend further deliveries and work under any Order until the overdue amount is paid.

3.5. Set-off and assignment. The Customer may not set off its claims against HARDWARIO's claims or assign its rights under an Order without HARDWARIO's prior written consent.

4. Delivery

4.1. Delivery term. Unless the quotation states otherwise, goods are delivered EXW Liberec (Incoterms 2020), at HARDWARIO's premises at U Jezu 525/4, 460 01 Liberec, Czech Republic. On the Customer's request HARDWARIO arranges the transport at the Customer's cost and risk.

4.2. Dates. Delivery dates are estimates unless the quotation expressly states a binding date. HARDWARIO informs the Customer of an expected delay without undue delay. HARDWARIO may deliver in parts.

4.3. Risk and title. The risk of loss or damage passes to the Customer on delivery under the agreed Incoterm. Ownership of goods passes to the Customer when the price has been paid in full.

4.4. Inspection. The Customer inspects the goods within 10 business days of delivery and notifies HARDWARIO in writing of any shortage, visible damage or other apparent defect within that period, with photographs where possible; transport damage is also recorded with the carrier. Goods not objected to within that period are deemed accepted. Defects that could not be found by inspection remain covered by the Warranty Terms.

5. Warranty and defects

5.1. HARDWARIO hardware. HARDWARIO hardware carries the warranty under the Warranty Terms HLN.261009.06 (24 months from delivery, unless the quotation states a longer period). The Warranty Terms set out the Customer's rights from defects of such hardware, which replace the statutory rights from defective performance to the extent permitted by law.

5.2. Third-party products. Products of other manufacturers supplied by HARDWARIO (for example sensors, antennas, gateways, power supplies or SIM cards) carry the warranty of their manufacturer, which HARDWARIO passes on to the Customer and helps the Customer to claim. HARDWARIO gives no further warranty for them.

5.3. Intended use. Unless the quotation states otherwise, the goods are not designed for use where their failure could lead to death, injury or serious damage to property or the environment (in particular safety functions, medical devices or the control of critical infrastructure). The Customer bears the responsibility for any such use.

6. Development and services

6.1. Performance. HARDWARIO performs development and services with professional care, within the scope, in the stages and on the assumptions stated in the quotation. The Customer provides the information, materials, samples and access that HARDWARIO needs, in good time; delays on the Customer's side extend the dates accordingly.

6.2. Time and material. Where the quotation states an estimate of hours or days, the work is charged by the time actually spent, unless the quotation states a fixed price or a not-to-exceed amount. HARDWARIO informs the Customer in advance when an estimate is expected to be exceeded.

6.3. Acceptance. HARDWARIO hands over the results of each stage (for example designs, firmware builds, prototypes, documentation). The Customer reviews them and reports any non-conformity with the agreed scope within 10 business days of handover; otherwise the results are deemed accepted. Using the results in operation is acceptance.

6.4. Change requests. Work beyond the agreed scope is performed on a change request agreed in writing and is charged separately.

7. Intellectual property

7.1. HARDWARIO's rights. HARDWARIO or its licensors keep all intellectual property rights to the products, firmware, software, designs and documentation, including the results of development carried out for the Customer, unless the quotation or contract provides for exclusivity or a transfer of rights.

7.2. Licence. For the results of development and the firmware and software supplied with the goods, HARDWARIO grants the Customer a perpetual, non-exclusive licence to use them with the goods supplied by HARDWARIO. The licence passes with the goods to their later owners. The Customer may not reverse engineer, modify or distribute the firmware and software beyond what their documentation or a licence of an open-source component allows.

7.3. Customer materials. Materials, data and know-how provided by the Customer remain the Customer's; HARDWARIO uses them only for the Order.

7.4. Open-source components. Open-source components in the firmware and software are subject to their own licences, which take precedence over clause 7.2 for those components.

8. Confidentiality

Each party keeps the other party's non-public business and technical information confidential and uses it only for the Order, unless disclosure is required by law. This obligation survives the end of the Order by 3 years. HARDWARIO may name the Customer as a reference only with the Customer's consent.

9. Liability

9.1. Limitation. HARDWARIO's total liability under an Order, for all claims together, is limited to the price of that Order paid or payable by the Customer. HARDWARIO is not liable for lost profit, loss of production, loss of data or other indirect damage.

9.2. Exceptions. The limitation does not apply to damage caused intentionally or by gross negligence, to harm to life or health, or where the law does not allow liability to be limited.

9.3. Data. The Customer is responsible for backing up its data and for the configuration and operation of its own systems connected to the goods.

10. Compliance

10.1. Export control. The Customer complies with the export control and sanctions laws applicable to the goods and does not supply them, directly or indirectly, to a person or country subject to sanctions.

10.2. Installation and integration. The Customer installs and operates the goods in accordance with their documentation. Where the Customer integrates the goods into its own product or system, it is responsible for the conformity of that product or system.

10.3. Take-back. HARDWARIO takes back electrical equipment and batteries it has placed on the market as described at https://www.hardwario.com/legal/take-back/.

11. Force majeure

Neither party is liable for a delay or failure caused by circumstances beyond its reasonable control that it could not have foreseen or prevented, in particular natural disasters, epidemics, war, embargoes, strikes, failures of public networks or shortages of components on the market. The affected party informs the other without undue delay; dates are extended by the duration of the obstacle. If the obstacle lasts more than 3 months, either party may withdraw from the affected Order.

12. Final provisions

12.1. Governing law and courts. The contracts are governed by Czech law, excluding the United Nations Convention on Contracts for the International Sale of Goods. Disputes are decided by the courts having jurisdiction at HARDWARIO's registered office.

12.2. Written form. An e-mail is sufficient wherever these Terms require writing. Notices to HARDWARIO go to ask@hardwario.com.

12.3. Language. The contract may be concluded in Czech or English.

12.4. Severability. If a provision is invalid, the rest of the contract remains in force and the parties replace the invalid provision with a valid one of the closest equivalent effect.

12.5. Versions. These Terms apply to contracts concluded from their valid-from date; contracts concluded earlier follow the version valid at the time they were concluded. Each version carries a document number, revision and valid-from date; all versions are available at https://www.hardwario.com/legal/.