HARDWARIO STORE

Terms of Sale

Terms for purchasing goods in the HARDWARIO Store at www.hardwario.store and for other purchases of goods from HARDWARIO a.s. outside business orders on a quotation. For consumers, Articles 9 to 14 apply in addition. HARDWARIO products carry a 36-month guarantee (Article 15).

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1. Basic information

The seller is HARDWARIO a.s. (“HARDWARIO”); its principal place of business is its registered office.

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

Telephone: +420 775 159 734.

1.1. Terms. Before you buy from HARDWARIO, please read these Terms of Sale, including the terms for consumers in Articles 9 to 14, the Privacy Policy available at https://www.hardwario.store/privacy-policy and the other documents referred to herein (together, the “Terms”). In accordance with Section 1751(1) of the Czech Civil Code, the Terms govern the mutual rights and obligations of you, as the buyer, and HARDWARIO,

as the seller, arising in connection with or on the basis of a purchase contract. The Terms may also govern other relationships between HARDWARIO and its customers. Business orders concluded on the basis of a HARDWARIO quotation follow the Business Terms HLN.261009.05.

1.2. Precedence. Provisions of an order that deviate from the Terms take precedence. Any general terms and conditions of the buyer are, however, excluded from all relationships between the parties.

2. Buying from HARDWARIO

2.1. Online store. Purchases can be made at https://www.hardwario.store. HARDWARIO does its utmost to keep the online store available around the clock, but occasional outages cannot be ruled out entirely. HARDWARIO is therefore not liable for failing to keep the online store continuously available in the event of an outage or force majeure (for example, a power failure).

2.2. Ordering in the online store. An order in the online store is created when the button for completing the order is clicked. Until then, the buyer may modify the order in the shopping cart, including the shipping and payment method. By clicking the consent button, the Terms become binding on the buyer. The buyer agrees that the order is an offer to purchase all goods listed in the order in accordance with the Terms. All orders must be accepted by HARDWARIO; otherwise HARDWARIO is not obliged to sell the goods.

2.3. Other ways of ordering. The buyer may also place an order in any other way that the law associates with making an offer to conclude a contract, in particular by a written order delivered to HARDWARIO by e-mail or on paper.

2.4. Contract. The contract is concluded only when HARDWARIO confirms the order. HARDWARIO reserves the right not to confirm an order. The Terms form an integral part of the contract. The buyer receives the order confirmation at the e-mail address the buyer has chosen and is therefore obliged to check that the details entered are correct. These Terms are also attached to the order confirmation. For an order placed outside the online store, the buyer receives the order confirmation in the same way in which the order was placed.

2.5. Changes. An order may subsequently be changed only by mutual agreement or under the conditions set by law or by the Terms.

2.6. Cancellation. Except as provided in Clauses 4.6, 5.1 and 6.3, all sales of goods to the buyer under the contract are non-cancellable and the buyer has no right to return goods purchased under the contract; the rights of a consumer under Article 11 remain unaffected. HARDWARIO may, however, withdraw from the contract, even after sending the confirmation e-mail, if the goods are unavailable or were obviously priced in error. In such a case HARDWARIO informs the buyer without undue delay and refunds everything it has received from the buyer under the contract.

3. Payment

3.1. Prices. All prices, discounts and promotions published in the online store may be changed without prior notice. The price charged for the goods is the price shown in the online store at the time the order is placed, subject to the conditions of any promotions or discounts that may apply to it. The price is also stated in the order confirmation. Any price increase applies only to orders placed after the change. Prices do not include shipping and handling charges. All such charges are added to the total price and shown in the shopping cart and in the order confirmation. Although HARDWARIO strives to provide accurate pricing information, unintentional typographical errors, inaccuracies or omissions relating to prices and availability may occur. HARDWARIO reserves the right to correct such errors at any time and to cancel any orders resulting from them.

3.2. Taxes. Unless stated otherwise, prices are exclusive of VAT, which HARDWARIO charges in accordance with the law and which the buyer undertakes to pay in addition to the prices stated. The buyer must make payments without any deduction or charge for taxes, duties or bank fees. If the buyer is required to make such a deduction or charge, the buyer must pay HARDWARIO all additional amounts needed for HARDWARIO to receive the full (net) amount stated on the HARDWARIO invoice that it would have received without the deduction or charge.

3.3. Payments. Unless agreed otherwise in writing, all payments must be made before the goods are dispatched. The price is deemed paid only when the amount is credited to the HARDWARIO account. The buyer represents and warrants that the payment card details provided to HARDWARIO are true, correct and complete, that the buyer is authorised to use the card for the purchase, that the charges will be accepted by the card, and that the buyer will pay the amounts arising from the purchase, including shipping and handling charges and all applicable taxes.

3.4. Payment methods. The buyer may pay the price of the goods and any costs of delivery:

- by bank transfer against a proforma invoice: after the order, HARDWARIO e-mails the buyer a proforma invoice, the buyer pays the amount to the account stated on it, and HARDWARIO dispatches the goods once the payment has been credited to its account;
- through the payment gateway, by payment card (a secure online payment; after entering the card details, the buyer is redirected to a secure page to complete the payment) or by a bank button (a quick payment by logging in to the buyer's bank through the payment gateway).

3.5. Payment gateway. HARDWARIO uses the payment gateway of Comgate, a.s. to process online payments. Complaints and questions about payments made through the payment gateway are handled by Comgate, a.s., Gočárova třída 1754/48b, Hradec Králové, Czech Republic, e-mail platby-podpora @comgate.cz, telephone +420 228 224 267.

3.6. Invoice. An invoice is issued electronically once the total price has been paid and is sent to the buyer's e-mail address. The invoice details cannot be changed after the order has been submitted.

3.7. Late payment. If the buyer fails to pay when due, HARDWARIO may charge interest on the overdue amount of 0.5 % for each day of delay begun or, if lower, the highest rate permitted by applicable law; the buyer also pays all costs incurred in recovering any late payments or interest.

3.8. Chargeback. A chargeback means contacting the bank or the credit or debit card provider to refuse, reverse or dispute a payment. HARDWARIO reserves the right to suspend the processing of an order immediately, or to withdraw from the order without prior notice, if it receives a chargeback notification. A chargeback is considered a breach of the payment obligations under the contract. HARDWARIO reserves the right to dispute the chargeback and to take reasonable steps to restrict the buyer's future purchases if it believes the buyer requested the chargeback in bad faith.

4. Delivery of goods and claims

4.1. Delivery. HARDWARIO may, at its discretion, split an order into several parts, in particular if some goods are out of stock, and make partial deliveries of the ordered goods to the buyer. HARDWARIO delivers the goods in the manner chosen by the buyer, and the buyer must allow the delivery and accept the goods. If the buyer chooses delivery to an address or to a pick-up point of one of the shipping partners, HARDWARIO hands the goods over to the carrier, which delivers them to the buyer.

4.2. Delivery time. The buyer is informed of the estimated delivery time and other information on the chosen delivery method at the e-mail address the buyer has provided. The estimated delivery time may change depending on the logistic capacity of HARDWARIO and its carriers, of which the buyer will be informed without delay. HARDWARIO is not liable for damage caused by late delivery.

4.3. Repeated delivery. If, for reasons on the buyer's side, the goods are delivered repeatedly or in a manner other than agreed in the contract, the buyer must reimburse HARDWARIO for the costs of such repeated delivery. The payment details for these costs are sent to the buyer's e-mail address and are due within 14 days of delivery of the e-mail.

4.4. Inspection and claims. The buyer inspects the goods within 10 business days of receipt and within that period notifies in writing any shortage, visible damage or other apparent defect, providing the evidence or other documentation HARDWARIO may require to substantiate it; otherwise the goods are deemed accepted. The buyer sends defective goods, at the buyer's own cost and risk, to the address of HARDWARIO's principal place of business as HARDWARIO instructs. HARDWARIO hardware additionally carries the guarantee of Article 15 (36 months from delivery), which the buyer claims under the Warranty Terms HLN.261009.06, also for defects found later. The procedure and the form for a claim are set out in document HLN.261008.03, Claims for Defective Goods.

4.5. Defects. Goods are considered defective only if they have manufacturing or material defects that prevent their ordinary use. Goods are not considered defective if:

- the problem relates to use of the goods other than as described in the documentation for the goods or otherwise instructed to the buyer, in particular any incorporation or combination of the goods with other technology (software, hardware, firmware, a system or a network) or a service that the documentation for the goods does not expressly list as compatible,
- the buyer or a third party has modified the goods, interfered with them or used them contrary to HARDWARIO's instructions; if the buyer or a third party makes any modification to the goods, HARDWARIO is not obliged to examine whether any problems relate to the modification, and all warranties and liability for defects of such goods, or of a larger unit of which such goods form part, cease to apply,
- the problem relates to a third-party service, such as third-party materials, documents, data, products, services or software,
- the problem was caused by improper storage or maintenance, or is ordinary wear and tear of the goods,
- it is a minor deviation in colour, dimensions or other properties that is usual for the type of goods and does not affect their functionality.

4.6. Rights from defective performance. If the buyer notifies HARDWARIO of defective goods in time and HARDWARIO verifies that the goods are indeed defective, HARDWARIO either replaces the defective goods with goods free of defects or refunds the price of the defective goods to the buyer. If HARDWARIO chooses to replace the defective goods, it sends the replacement goods to the buyer at its own cost after receiving the shipment of defective goods from the buyer. A refund is made within approximately 30 days of receipt of the defective goods.

4.7. Reasons for rejecting a claim. The buyer acknowledges that a claim will not be accepted if the goods are not defective, if they are not returned in their original or equivalent packaging to the address of HARDWARIO's principal place of business, if they are damaged, or if the defect was not notified in time under Clause 4.4 or the Warranty Terms HLN.261009.06.

4.8. Procedure after a rejected claim. If HARDWARIO rejects a claim, it sends the buyer a notice of rejection together with a request to collect the goods. The buyer may collect the goods in person at the address of HARDWARIO's principal place of business or ask for them to be sent at the buyer's own cost. If the buyer does not collect the goods even after an additional period has expired, HARDWARIO may sell the goods for the buyer's account and pay the buyer the proceeds less the costs of non-collection, storage and sale, or, if the goods cannot be sold, dispose of them. The buyer is responsible for all costs associated with the failure to collect the goods, including shipping costs and the costs of selling or disposing of the goods.

5. Return of goods within 90 days

5.1. Refund. Unless the online store states that the goods cannot be returned, the buyer may return the goods to HARDWARIO within 90 days of delivery and request a refund of the purchase price. The original shipping charges are not refunded. To obtain a refund, the buyer must return the goods new, unused and complete, in their original packaging, to the address of HARDWARIO's principal place of business, stating the order number. Clauses 4.7 and 4.8 apply accordingly.

5.2. Returns. The buyer pays the cost of shipping the goods back to HARDWARIO. HARDWARIO charges no handling or restocking fee for a return. The buyer bears the risk of loss during transport. HARDWARIO strongly recommends that the buyer fully insure returned shipments against loss or damage and use a carrier that can provide proof of delivery.

5.3. Processing. Refunds are processed within approximately 30 days of receipt of the returned goods. The refund is credited to the buyer using the same payment method that was used for the original purchase in the online store. HARDWARIO provides no refunds for goods marked in the online store as non-returnable; if such goods are returned, HARDWARIO proceeds in accordance with Clause 4.8.

6. Warranties and liability

6.1. Warranty. HARDWARIO gives a buyer purchasing in the course of business the guarantee of Article 15 on HARDWARIO hardware (36 months from delivery), claimed and settled under the Warranty Terms HLN.261009.06; other goods carry their manufacturer's warranty, where one is given. Warranty rights apply if the buyer notifies the defect before the warranty period expires and, on the date of notification, complies with all terms of the contract (including payment of all amounts due at that time). If no warranty applies to particular goods, the goods are provided "as is" and their outputs "as they are". In particular, HARDWARIO does not warrant that the goods will be fit for a particular purpose, compatible with any software, system or other services, secure, accurate or error-free, or that they will be available or operate without interruption.

6.2. Third-party products. The buyer acknowledges and agrees that goods purchased from HARDWARIO may contain, be contained in, be incorporated into, be connected to or be packaged with products manufactured by a third party. Third-party products are not covered by the warranty. For the avoidance of doubt, HARDWARIO gives no warranties regarding any third-party products.

6.3. Infringement. If, in HARDWARIO's opinion, the goods infringe the rights of third parties, HARDWARIO may, at its discretion and at its own cost, obtain for the buyer the right to use the goods in accordance with the Terms, modify the goods so that they no longer infringe while providing similar functionality, or terminate the relevant contract with immediate effect and require the buyer to return the goods (in which case the buyer is entitled to a refund).

6.4. Liability. The buyer is solely responsible for the creation, use and operation of the data within the device. The buyer must further exercise ordinary care and make every effort to prevent damage by making backups of the data in accordance with the usual rules for handling data.

Unless stated otherwise, the goods are not intended for use in operations with an increased risk of harm to health, life or property. The buyer bears sole responsibility for any damage, loss or harm caused by using the goods in such operations.

Unless stated otherwise, HARDWARIO is not obliged to provide any updates to digital content or digital content services.

a) To the maximum extent permitted by law, HARDWARIO is not liable for loss of profit, inability to use the goods or delay in their delivery. The obligation of HARDWARIO and its affiliates to compensate the buyer for damage is limited in aggregate to the price the buyer paid HARDWARIO for the device in connection

with which the claim for damages arose, up to a maximum of CZK 10,000. The buyer expressly waives the right to compensation for damage exceeding this amount.

b) This Clause 6.4, Clause 4.6, Article 15 and the Warranty Terms HLN.261009.06 govern all of HARDWARIO's liability for damage and defects of the goods. The buyer expressly waives any rights not set out herein and agrees to the above limitation of liability. Payment of any contractual penalty does not affect the right of the entitled party to full compensation for damage caused by a breach of obligations.

The limitation in this clause does not apply to consumer rights that cannot be excluded or limited by contract (Articles 9 to 14). No limitation or exclusion of liability in these Terms applies to harm to life or health, to harm caused intentionally or by gross negligence, or to liability for defective products.

6.5. Security updates. For HARDWARIO products with digital elements placed on the market from December 11, 2027, HARDWARIO provides security updates free of charge for a support period of at least five years from the date the product is placed on the market (Regulation (EU) 2024/2847, the Cyber Resilience Act).

7. Ownership

7.1. Title and risk of damage. HARDWARIO retains title to the goods until the buyer has paid the full purchase price. The risk of damage to and loss of the goods passes to the buyer when the goods are handed over to the carrier.

7.2. Intellectual property rights. Subject to any express licences granted to the buyer by HARDWARIO or a third party under separate contractual arrangements, the buyer acknowledges and agrees that all intellectual property rights in the goods are the exclusive property of HARDWARIO or its licensors, and that the buyer acquires no interest in HARDWARIO's intellectual property rights under the contract.

8. Final provisions

8.1. Governing law and jurisdiction. All legal relationships relating to the contract are governed by Czech law. The parties will first try to settle disputes amicably. If they do not reach an amicable settlement, disputes will be decided by the general courts having subject-matter and territorial jurisdiction according to HARDWARIO's registered office. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

8.2. Exclusion of trade usages. The parties exclude the application of trade usages under Section 558(2) of the Czech Civil Code. The parties assume the risk of a change of circumstances within the meaning of Section 1765(2) of the Czech Civil Code. Any failure or omission of either party to enforce any of its rights under the contract is not a waiver of those rights for the future and does not establish a practice between the parties.

8.3. Force majeure. The parties consider force majeure to be any unforeseeable circumstances beyond their reasonable control, in particular natural disasters, embargoes, strikes (including planned strikes), war, epidemics and cyber attacks (for example DDoS). Non-performance of an obligation due to force majeure does not constitute a material breach of the contract.

8.4. Severability. The invalidity, ineffectiveness, nullity or unenforceability of any part of the contract does not affect the remaining parts of the contract. The parties will replace any invalid, ineffective, null or unenforceable part of the contract with a valid, effective and enforceable part of the same commercial and legal meaning within 14 days of receiving a request from the other party.

8.5. No set-off or assignment. Without HARDWARIO's prior written consent, the buyer may not set off against HARDWARIO any claim, right or receivable arising from the contract, nor assign any receivable

against HARDWARIO to a third party; HARDWARIO may, however, assign the contract as a whole to its affiliate without the buyer's prior written consent.

8.6. Marketing. Where the buyer purchases in the course of its business, HARDWARIO may place the buyer's business name, logo, trademark or any other trade designation in the references section of its website and use them as a reference in its offers and on social networks.

8.7. Communication. The parties communicate mainly electronically by e-mail. Where any message or act requires written form, an e-mail with a simple electronic signature is sufficient.

8.8. Entire agreement. The contract constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior arrangements of the parties regarding that subject matter.

8.9. Validity and earlier versions. These Terms apply to contracts concluded from the date they are valid from. Contracts concluded earlier are governed by the terms valid at the time of their conclusion; HARDWARIO sends them to the buyer on request.

9. Terms for consumers

9.1. Scope. Articles 9 to 14 apply to the relationship between HARDWARIO and the buyer where the buyer acts as a consumer, that is, outside the buyer's business activity.

9.2. Precedence. In a contractual relationship with a consumer, the provisions of Articles 9 to 14 take precedence over those provisions of Articles 1 to 8 that govern the same matter differently. Articles 1 to 8 apply to matters not governed by Articles 9 to 14. The following do not apply to consumers: Clauses 3.2, 3.7, 4.4 to 4.7, 6.2, 8.2 and 8.5, the last sentence of Clause 4.2, the third and fourth sentences of Clause 6.1, points a) and b) of Clause 6.4, the second sentence of Clause 7.1, the third sentence of Clause 8.1 and the second sentence of Clause 8.4; Articles 9 to 14 and the law apply instead.

9.3. Communication costs. The buyer bears the costs of using means of distance communication in connection with the conclusion of the contract, in particular the costs of the internet connection. These costs do not differ from the basic rate charged to the buyer by the buyer's service provider.

9.4. Price. The total price of the goods including VAT and delivery costs is shown to a consumer in the cart before the order is sent and in the order confirmation.

9.5. Risk of damage. The risk of damage to the goods passes to a consumer only when the consumer takes over the goods from the carrier.

9.6. Late-payment interest. If a consumer is late with a payment, HARDWARIO is entitled only to late-payment interest at the rate set by law.

9.7. Governing law and courts. The choice of Czech law in Clause 8.1 does not deprive a consumer of the protection of the mandatory provisions of the law of the country of the consumer's habitual residence (Article 6(2) of the Rome I Regulation). Jurisdiction in disputes with a consumer is determined by law.

10. Delivery of goods to consumers

10.1. Delivery time. The delivery time always depends on the availability of the goods and on the chosen delivery and payment method. The time stated in the online store is indicative only and may differ from the actual delivery time. The goods will be delivered no later than 30 days from the date the purchase contract is concluded, unless HARDWARIO and the buyer agree otherwise. If the online store states a delivery time longer than 30 days for particular goods, by ordering such goods the buyer agrees to the longer delivery time.

10.2. Delayed delivery. If the delivery date is later than 30 days and this date was not stated in the online store, HARDWARIO informs the buyer, who must agree to the extension. If the buyer does not agree, the buyer has the right to withdraw from the purchase contract and HARDWARIO refunds everything it has received from the buyer. The right of withdrawal lapses, however, once a new delivery date is agreed.

11. Withdrawal from the contract

11.1. Ways of withdrawing. Withdrawal from the contract, that is, ending the contractual relationship between HARDWARIO and the buyer from its beginning, may occur for the reasons and in the ways set out in this Article or in other provisions of the Terms that expressly provide for withdrawal. After the withdrawal period under this Article has expired, a consumer may also use the option to return goods within 90 days under Article 5.

11.2. Withdrawal period. In accordance with Section 1829 of the Czech Civil Code, a consumer buyer has the right to withdraw from the purchase contract without giving any reason within 14 days of taking possession of the goods. If the contract covers several kinds of goods or delivery of goods in several parts, the period starts only on the day the buyer takes possession of the last part of the goods, and for a contract under which HARDWARIO supplies goods regularly and repeatedly, on the day the buyer takes possession of the first delivery. The withdrawal period is observed if the buyer sends the notice of withdrawal before it expires.

11.3. How to withdraw. A consumer buyer may withdraw from the contract in any verifiable way, in particular by e-mail to ask@hardwario.com or by letter to HARDWARIO's registered office. The model form, together with the withdrawal instructions, is set out in document HLN.261008.02, Right of Withdrawal. The buyer may also withdraw online with the "Withdraw from contract here" button in the order detail. The order detail opens from the link in the order confirmation or at https://www.hardwario.store/customer/find-order/ (link "Withdraw from contract" in the e-shop footer) after entering the e-mail address and the order number. HARDWARIO confirms receipt of an online withdrawal by e-mail without undue delay, including its content and the date and time of receipt.

11.4. Exceptions. Even as a consumer, the buyer cannot withdraw from the contract if the purchase contract concerns goods made to the buyer's specifications or adapted to the buyer's personal needs.

11.5. Refund of payments. If the buyer withdraws from the purchase contract, the buyer is refunded the price and all other payments HARDWARIO has received from the buyer, including the price of delivery (except for the additional costs of a delivery method chosen by the buyer other than the cheapest standard delivery). The amounts are refunded without undue delay, no later than 14 days from the day the withdrawal takes effect, using the same means of payment the buyer used, unless the buyer expressly specifies another method that costs the buyer nothing. The amount is not refunded, however, before the goods have been returned or the buyer has proven that the goods were sent back to HARDWARIO.

11.6. Return of goods. If the buyer withdraws from the contract, the buyer must send the goods to HARDWARIO within 14 days of the withdrawal and bears the costs of returning the goods.

11.7. Diminished value. The buyer is liable to HARDWARIO only for any diminished value of the goods resulting from handling them other than as necessary to establish their nature, characteristics and functioning. HARDWARIO invoices the amount of the diminished value after the goods have been returned; it is due within 14 days, and HARDWARIO may set it off against the buyer's claim for a refund.

12. Rights from defects and claims

12.1. Legal framework. The rights and obligations of HARDWARIO and a consumer buyer regarding rights from defective performance are governed by the applicable generally binding legislation, in particular

Sections 1914 to 1925 and 2158 to 2174b of the Czech Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.

12.2. Time of exercise. Rights from defective performance are deemed exercised when the defect has been notified to HARDWARIO and a right arising from liability for defects of the goods has been exercised.

12.3. Statement. HARDWARIO warrants to the buyer that at the time the risk of damage passes, the goods are free of defects, in particular that they:

a) correspond to the agreed description, kind and quantity, as well as quality, functionality, compatibility, interoperability and other agreed properties,
b) are fit for the purpose for which the buyer requires them and to which HARDWARIO agreed when the goods were ordered,
c) are supplied with the agreed accessories and instructions for use, including assembly instructions (where instructions are needed to use the goods),
d) are fit for the purpose for which goods of this kind are normally used, also with regard to the rights of third parties, legislation, technical standards or, where there are no technical standards, industry codes of conduct,
e) correspond in quantity, quality and other properties, including durability, functionality, compatibility and safety, to the usual properties of goods of the same kind that the buyer can reasonably expect, also with regard to public statements made by HARDWARIO or by another person in the same contractual chain, in particular in advertising or labelling,
f) are supplied with the accessories, including packaging, instructions and other instructions for use, that the buyer can reasonably expect, and
g) correspond in quality or workmanship to the sample or model HARDWARIO provided to the buyer before the contract was concluded (if any).

Points d) to g) do not apply, however, if HARDWARIO informed the buyer before the purchase contract was concluded that a particular property of the goods differs, and the buyer expressly agreed to this when concluding the purchase contract.

12.4. Rights from defects. If the goods are defective, the buyer has the right to delivery of new goods free of defects or to removal of the defect by repair, and may choose the remedy that is appropriate in the particular case. The buyer has no right to demand removal of the defect if this is impossible or disproportionately costly compared with the other remedy. If the buyer makes such a choice, HARDWARIO may refuse to remove the defect or settle the claim by the other remedy.

12.5. Further rights from defects. The buyer has the right to a reasonable discount on the price of the goods or the right to withdraw from the purchase contract if:

- HARDWARIO refuses to remove the defect (for reasons other than those stated in Clause 12.4) or fails to remove it within a reasonable time after the defect was notified,
- the defect recurs,
- the defect constitutes a material breach of the purchase contract,
- HARDWARIO declares that the defect will not be removed within a reasonable time or without considerable inconvenience to the buyer.

12.6. Return of the goods. If the buyer withdraws from the purchase contract because of a defect, or if HARDWARIO delivers new goods, HARDWARIO takes back the defective goods at its own cost. HARDWARIO refunds the purchase price without undue delay after receiving the goods or after the buyer proves that the goods were sent.

12.7. Assembly. HARDWARIO is liable to the buyer for a defect caused by incorrect assembly or installation of the goods carried out by HARDWARIO or under its responsibility. This also applies where the buyer carried

out the assembly or installation and the defect results from a deficiency in the assembly instructions provided.

12.8. How to make a claim. If the goods are defective, in particular if any of the conditions in Clause 12.3 is not met, the buyer may notify HARDWARIO of the defect and exercise the rights from defective performance (that is, make a claim) by e-mail to ask@hardwario.com or by letter to HARDWARIO's registered office. The buyer may also use the form that, together with the claims procedure, is set out in document HLN.261008.03, Claims for Defective Goods. The claim must describe the defect and state how the buyer wants the defect remedied. HARDWARIO settles the claim in accordance with the right exercised.

12.9. Confirmation of the claim. When the claim is made, or, for a claim made by e-mail or letter, without undue delay after receiving it, HARDWARIO confirms to the buyer's e-mail address the receipt of the claim, the time of receipt and the expected time needed to settle the claim. A written confirmation of the claim is issued stating the date on which the buyer made the claim, the content of the claim, the remedy the buyer requests, and the buyer's contact details for information on the settlement of the claim.

12.10. Time limit for settlement. HARDWARIO settles the claim without undue delay and no later than 30 days from its receipt, including sending the information to the buyer's e-mail. The time limit may be extended by mutual agreement. If the time limit expires without the claim being settled, the buyer may withdraw from the purchase contract or demand a reasonable discount on the price of the goods.

12.11. Handing over the goods. For HARDWARIO to settle a claim properly, the buyer may in some cases need to hand over the goods physically. If the goods are not handed over, the claim cannot be settled. If the goods cannot be examined because they were not delivered, this may also be a reason for not recognising the alleged defect and therefore for rejecting the claim. The goods may be handed over or sent to HARDWARIO's registered office.

12.12. Information on the settlement. HARDWARIO informs the buyer of the settlement of the claim by e-mail. If the claim is justified, the buyer is entitled to reimbursement of reasonably incurred costs, which the buyer must prove, for example by receipts or confirmations of the shipping price. If the defect was remedied by delivery of new goods, the buyer must return the original goods to HARDWARIO, at HARDWARIO's cost. After settling the claim, HARDWARIO issues a confirmation of the date and method of settlement or gives written reasons for rejecting the claim.

12.13. Time limit for making a claim. A consumer buyer has the right to exercise rights from defective performance for a defect that appears in the goods within two years of receipt. If the defect appears within one year of receipt, the goods are presumed to have been defective on receipt. HARDWARIO products also carry the guarantee of Article 15, for 36 months from receipt.

12.14. Exceptions. HARDWARIO is not liable for a defect:

- caused by the buyer after the risk of damage passed, in particular by improper use of the goods, interference with them or insufficient or improper maintenance,
- resulting from wear and tear caused by normal use of the goods,
- of used goods, where the defect corresponds to the degree of use or wear the goods had when the buyer took them over.

13. Goods with digital elements

13.1. Scope. This Article applies where the purchase contract concerns goods connected with digital content or a digital content service in such a way that the goods could not perform their functions without them.

13.2. Agreed updates. HARDWARIO undertakes to provide the buyer with the agreed updates of the digital content or digital content service.

13.3. Necessary updates. In addition to the agreed updates, HARDWARIO undertakes to provide the buyer with the updates necessary for the goods to keep the properties set out in Clause 12.3 after receipt, and to inform the buyer that the updates are available. HARDWARIO provides these updates for the period for which the provision of the digital content or digital content service was agreed, but for at least two years and, where these services are provided once, for three years.

13.4. Exceptions. If the buyer does not install necessary updates within a reasonable time, the buyer has no rights for a defect that arose solely because the update was not installed. This does not apply if the buyer was not informed of the update or of the consequences of not installing it, or did not install it or installed it incorrectly because of a deficiency in the instructions provided.

14. Dispute resolution and other information

14.1. Codes of conduct. HARDWARIO is not bound in relation to the buyer by any codes of conduct within the meaning of Section 1820(1)(n) of the Czech Civil Code.

14.2. Complaints. HARDWARIO handles complaints of consumer buyers by e-mail at ask@hardwario.com. Information on the handling of the complaint is sent to the buyer's e-mail address.

14.3. Out-of-court dispute resolution. The Czech Trade Inspection Authority (Česká obchodní inspekce), Gorazdova 1969/24, 120 00 Prague 2, Czech Republic, company ID 00020869, https://www.coi.cz, is competent for the out-of-court resolution of consumer disputes arising from the contract.

14.4. Archiving of the contract. HARDWARIO archives the contract, including the Terms, in electronic form; the archived contract is not accessible to the buyer. The version of the Terms valid at the time the contract was concluded is, however, always available as set out in Clause 8.9.

14.5. Language. The contract with HARDWARIO can be concluded in Czech, English or German.

15. Guarantee for HARDWARIO products

15.1. Guarantee. HARDWARIO a.s., U Jezu 525/4, 460 01 Liberec, Czech Republic (the guarantor), guarantees that the HARDWARIO products described in Clause 15.2 will keep the properties stated in their documentation and remain fit for their usual purpose for 36 months from the day the buyer receives them (a quality guarantee under Section 2113 et seq. of the Czech Civil Code). The guarantee is given to every buyer, consumer or business, for goods ordered from the date these Terms are valid from (Clause 8.9) and delivered to any country the online store delivers to.

15.2. Products covered. The guarantee covers devices, modules and accessories that HARDWARIO manufactures and sells under the HARDWARIO brand, such as CHESTER, STICKER, TOWER, EMBER, GAUGER, FIBER and GLIDER. The product page in the online store names the manufacturer of every product. The guarantee does not cover products of other manufacturers that HARDWARIO sells (for example Milesight, RAKwireless, MikroTik or Raspberry Pi); for those, a consumer has the statutory rights under Article 12 for two years, and any warranty their manufacturer gives.

15.3. What is not covered. The guarantee does not cover batteries and other consumables, normal wear, or a defect caused by use contrary to the documentation, by incorrect installation, storage or handling, by mechanical damage, or by repair or modification by anyone other than HARDWARIO.

15.4. How to claim. The buyer reports the defect within the guarantee period, without undue delay after discovering it, in the same way as a claim under Clause 12.8: by e-mail to ask@hardwario.com or by letter to HARDWARIO's registered office, stating the order number, the product's serial number and a description of the defect. The procedure and the claim form are in document HLN.261008.03, Claims for Defective Goods.

HARDWARIO tells the buyer whether and how to send the product. A business buyer follows the procedure of the Warranty Terms HLN.261009.06 (return authorisation number).

15.5. Settlement. If the defect is covered by the guarantee, HARDWARIO repairs the product free of charge or replaces it with a new or refurbished product of the same function; if neither is possible, it refunds the price. HARDWARIO bears the shipping costs of every guarantee claim: it sends the buyer a prepaid shipping label or reimburses the justified cost of sending the product, and sends the repaired or replacement product back at its own cost. HARDWARIO handles a consumer's claim in the same way as a claim under Article 12 (Clauses 12.9 to 12.12). A repaired or replacement product is guaranteed for the rest of the original period, and at least for 3 months.

15.6. Statutory rights of consumers. In addition to this guarantee, a consumer has the statutory rights from defective goods under Article 12 for two years from receiving the goods. Using these rights is free of charge, and the guarantee neither limits nor affects them. The consumer chooses whether to claim a defect under the statutory rights or under the guarantee.

15.7. Guarantee statement. This Article is the guarantee statement and forms part of the Terms. HARDWARIO sends the Terms as a PDF attached to the order confirmation e-mail, so the buyer has them on a durable medium no later than when the goods are delivered.