

GENERAL TERMS AND CONDITIONS OF THE B2B PORTAL

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions (the “GTC”) govern the mutual rights and obligations arising out of or in connection with the purchase of goods through the B2B customer portal known as “PowerHub” (the “PowerHub System”), operated by:

Linden Electro s.r.o.

Registered office: Barrandova 409/1, 143 00 Prague 5, Czech Republic

Company ID No. (IČO): 09072501

VAT ID No. (DIČ): CZ09072501

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 329649

(the “Seller”).

1.2. These GTC apply exclusively to legal relationships established with entrepreneurs acting within the scope of their business activities. These GTC do not apply to consumers. Any consumer protection legislation, including rights relating to withdrawal from contracts concluded at a distance or statutory claim settlement periods, shall not apply.

1.3. The contracting party purchasing goods through the PowerHub System is an entrepreneur duly registered and approved by the Seller (the “Buyer”).

1.4. By registering within the PowerHub System, accessing the PowerHub System, or submitting any order, the Buyer confirms that it has read, understood, and accepted these GTC in full.

1.5. These GTC constitute the entire agreement between the Seller and the Buyer with respect to purchases made through the PowerHub System and supersede all prior oral or written understandings, negotiations, representations, or correspondence relating thereto.

2. USER ACCOUNT AND ACCESS

2.1. Access to the PowerHub System and the ability to place orders are subject to prior registration and approval by the Seller.

2.2. The Seller reserves the right, at its sole discretion, to reject any registration request or suspend, restrict, or terminate access to the PowerHub System, particularly in the event of:

- a) breach of these GTC;
- b) overdue payment obligations;
- c) suspected misuse of the PowerHub System; or
- d) conduct capable of damaging the Seller’s legitimate business interests.

2.3. The Buyer shall provide accurate, complete, and up-to-date registration information, including company name, registration number, VAT number, billing address, and delivery address. The Buyer shall promptly update any changes to such information.

2.4. Login credentials are confidential. The Buyer shall take all reasonable measures to prevent unauthorized access to its account. Any activity performed through the Buyer's account shall be deemed to have been performed by the Buyer.

2.5. Each user account is assigned to a specific natural person authorized by the Buyer. Shared accounts are prohibited. The Buyer shall ensure that each authorized individual uses a separate account.

2.6. The Seller may temporarily suspend access to the PowerHub System for maintenance, upgrades, cybersecurity protection, technical failures, or operational reasons. The Seller shall not be liable for any temporary unavailability of the PowerHub System.

3. ORDERS AND CONCLUSION OF CONTRACT

3.1. All product listings, pricing information, stock availability indicators, technical specifications, images, and catalog data displayed within the PowerHub System are provided for informational purposes only and do not constitute a binding offer within the meaning of Section 1732(2) of the Czech Civil Code.

3.2. The Buyer acknowledges that information displayed within the PowerHub System may originate from automated ERP synchronization, supplier feeds, manufacturer databases, or third-party integrations. The Seller shall not be liable for:

- a) typographical errors;
- b) incorrect product descriptions;
- c) delayed synchronization;
- d) stock inaccuracies;
- e) incorrect lead times;
- f) catalog inconsistencies; or
- g) other technical or administrative inaccuracies.

3.3. Submission of an order by the Buyer constitutes a binding proposal to conclude a purchase contract.

3.4. A purchase contract is concluded only upon explicit written confirmation of the order by the Seller through the "Confirmed" status within the PowerHub System or by other written confirmation issued by the Seller.

3.5. Automatically generated confirmations of receipt, order registration notices, or shopping cart acknowledgements shall not constitute acceptance of the order.

3.6. The Seller reserves the right to reject, cancel, or modify any order prior to confirmation, particularly where:

- a) the goods are unavailable;

- b) the goods have been discontinued;
- c) supplier conditions materially change;
- d) an incorrect price or stock level was displayed;
- e) export restrictions apply; or
- f) the Seller reasonably suspects fraudulent or unlawful conduct.

3.7. Once confirmed by the Seller, an order may not be cancelled, amended, or withdrawn by the Buyer without the Seller's prior written consent.

3.8. Orders containing special-order goods, custom-configured products, non-stock items, or NCNR (Non-Cancellable and Non-Returnable) items may not be cancelled or returned.

4. PRICES AND PAYMENT TERMS

4.1. Unless expressly stated otherwise, all prices displayed within the PowerHub System are exclusive of VAT and exclusive of transportation, packaging, customs duties, insurance, and related charges.

4.2. The Seller reserves the right to modify prices at any time prior to order confirmation, particularly due to:

- a) manufacturer price changes;
- b) exchange rate fluctuations;
- c) increases in transportation costs;
- d) increases in raw material costs; or
- e) supply chain disruptions.

4.3. The applicable purchase price shall be the price expressly confirmed by the Seller.

4.4. Individual pricing conditions, discount structures, turnover-based rebates, and commercial arrangements constitute confidential information and trade secrets of the Seller.

4.5. Approved Buyers may be granted deferred payment terms at the Seller's sole discretion.

4.6. In the event of delayed payment, the Seller shall be entitled to:

- a) charge contractual default interest of 0.1% of the outstanding amount for each commenced day of delay;
- b) suspend ongoing deliveries;
- c) refuse future orders;
- d) revoke payment terms; and/or
- e) suspend access to the PowerHub System.

4.7. The Buyer acknowledges that fraudulent payment instructions and cybercrime risks may exist in electronic communications. The Seller shall not be liable for payments made to unauthorized bank accounts resulting from spoofed communications, compromised email accounts, or fraudulent instructions not officially confirmed by the Seller.

4.8. Ownership title to the goods shall pass to the Buyer only upon full payment of the purchase price and all related receivables.

5. DELIVERY TERMS

5.1. Unless otherwise agreed in writing, deliveries shall be made FCA Prague (Incoterms® 2020).

5.2. Delivery dates and lead times are estimates only and shall not be legally binding unless expressly confirmed in writing as binding by the Seller.

5.3. The Seller shall not be liable for delays caused by manufacturers, suppliers, carriers, customs authorities, or other third parties.

5.4. Risk of damage to the goods passes to the Buyer upon handover of the goods to the first carrier.

5.5. Where the Buyer arranges collection or its own transportation, the risk passes once the goods are made available for collection at the Seller's premises.

5.6. The Seller may perform deliveries in partial shipments.

5.7. Any transport damage shall be addressed directly between the Buyer and the carrier.

6. FORCE MAJEURE AND SUPPLY CHAIN EVENTS

6.1. The Seller shall not be liable for any delay, suspension, or failure to perform caused by circumstances beyond its reasonable control.

6.2. Such circumstances include, without limitation:

- a) acts of God;
- b) war;
- c) riots;
- d) terrorism;
- e) strikes;
- f) pandemics;
- g) epidemics;
- h) governmental restrictions;
- i) embargoes;
- j) export restrictions;
- k) sanctions;
- l) transportation failures;
- m) cyberattacks;
- n) energy shortages;
- o) shortages of semiconductors, electronic components, or raw materials;
- p) manufacturer production interruptions; and
- q) global or regional supply chain disruptions.

6.3. In such circumstances, delivery deadlines shall be extended for the duration of the relevant event.

7. EXPORT CONTROL AND SANCTIONS

7.1. The Buyer acknowledges that the goods may be subject to export control regulations, dual-use restrictions, and economic sanctions under the laws of the European Union, the United States, and other applicable jurisdictions.

7.2. The Buyer represents, warrants, and undertakes that the goods shall not be directly or indirectly exported, re-exported, supplied, transferred, or otherwise made available to:

- a) the Russian Federation;
- b) the Republic of Belarus;
- c) the Islamic Republic of Iran;
- d) the Democratic People's Republic of Korea (North Korea);
- e) the Syrian Arab Republic;
- f) the Bolivarian Republic of Venezuela; or
- g) territories subject to international sanctions or export restrictions, including Crimea, Donetsk, Luhansk, Zaporizhzhia, and Kherson regions.

7.3. The Buyer further undertakes not to use the goods for:

- a) military purposes;
- b) weapons-related activities;
- c) prohibited nuclear applications; or
- d) activities violating applicable export control laws.

7.4. The Seller reserves the right to suspend or terminate any transaction where it reasonably suspects a violation of export control or sanctions regulations.

8. WARRANTY, CLAIMS, RETURNS, AND LIABILITY

8.1. The Buyer shall inspect the goods immediately upon delivery.

8.2. Obvious defects, including visible transport damage, incorrect quantity, or incorrect goods delivered, must be reported in writing within three (3) business days from receipt of the goods.

8.3. Unless otherwise expressly agreed in writing, the Seller does not provide any independent contractual warranty beyond any warranty provided by the original manufacturer.

8.4. No goods may be returned without prior written approval and issuance of an RMA (Return Merchandise Authorization) number by the Seller.

8.5. Returned goods must:

- a) be unused;
- b) remain in original packaging;
- c) be free from damage; and
- d) comply with the Seller's return conditions.

8.6. The Buyer shall bear all costs associated with return transport, customs clearance, insurance, and related logistics.

8.7. The Seller may charge a restocking fee of up to 25% of the invoiced value of returned goods.

8.8. Except in cases of willful misconduct or gross negligence, and to the maximum extent permitted by law:

- a) the Seller shall not be liable for indirect, incidental, special, or consequential damages;
- b) the Seller shall not be liable for loss of profit, loss of production, downtime, contractual penalties, data loss, or third-party claims; and
- c) the Seller's aggregate liability shall not exceed the purchase price paid for the specific goods giving rise to the claim.

8.9. Nothing in these GTC excludes liability that cannot lawfully be excluded under applicable law.

9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights relating to the PowerHub System, including software, databases, interfaces, source code, trademarks, graphics, and system architecture, remain the exclusive property of the Seller or its licensors.

9.2. The Buyer is granted a limited, non-exclusive, non-transferable, and revocable right to use the PowerHub System solely for legitimate business purchasing activities.

9.3. The Buyer shall not:

- a) reverse engineer;
 - b) decompile;
 - c) copy;
 - d) scrape;
 - e) disassemble;
 - f) modify; or
 - g) create derivative works
- from the PowerHub System or any part thereof.

10. CONFIDENTIALITY AND SYSTEM RECORDS

10.1. All non-public information made available through the PowerHub System, including pricing, discounts, stock information, technical data, and commercial arrangements, constitutes confidential information and trade secrets of the Seller.

10.2. The Buyer shall maintain strict confidentiality regarding such information and shall not disclose it to third parties without prior written consent of the Seller.

10.3. Automated scraping, bulk downloading, automated monitoring, or data extraction through bots, crawlers, scripts, or similar technologies is prohibited.

10.4. Electronic records, logs, timestamps, communications, and transaction records generated within the PowerHub System shall constitute prima facie evidence of the relevant transactions and communications.

11. DATA PROTECTION

11.1. The Seller processes personal data in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR).

11.2. Further information regarding personal data processing is available in the Seller's Privacy Policy accessible through the PowerHub System.

12. FINAL PROVISIONS

12.1. These GTC and all legal relationships arising hereunder shall be governed by the laws of the Czech Republic, excluding conflict-of-law rules.

12.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

12.3. Any disputes arising out of or in connection with these GTC shall fall within the exclusive jurisdiction of the competent courts of the Czech Republic according to the Seller's registered office.

12.4. If any provision of these GTC is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.5. Failure or delay by the Seller in exercising any right under these GTC shall not constitute a waiver of such right.

12.6. The Buyer may not assign or transfer any rights or obligations arising under these GTC without the Seller's prior written consent.

12.7. The Seller may amend these GTC at any time. Updated versions shall become effective upon publication within the PowerHub System and shall apply to orders submitted thereafter.