

# Terms and Conditions

## 1. PRELIMINARY PROVISIONS

1.1. These terms and conditions (hereinafter referred to as “Terms and Conditions”) specify the rights and duties arising from the Advertising Agreement (“Agreement”) concluded by BIM Technology s.r.o., with its registered seat at č.p. 90, 370 07 Nedabyle, Czech republic, Identification No. 04333365, registered in the Commercial Register maintained by the Regional Court in České Budějovice, File no. C 24045 (“Publisher”) and the Advertiser. The purpose of the Agreement is to create the material for the designing software, including the insertion of description and illustrative pictures (hereinafter referred to as the “First insertion of materials into catalogues”) and/or its placement in the BIM catalogue for the specified period of time (“Catalogue placement”).

1.2. The Agreement can be concluded either in paper form or via electronic communication (e.g. email). Agreement is concluded at the moment of expressed acceptance of the offer of the Publisher (in a written form or by electronic communication), or once the Publisher receives the fee for the First insertion of materials into catalogues and Catalogue placement (according to the Publisher’s offer) on its bank account (the implied Agreement conclusion).

1.3. The Agreement can include specific provisions of rights and duties different from these Terms and Conditions. Such contractual provisions shall prevail over the wording of the Terms and Conditions.

## 2. THE SYNERGY OF THE PUBLISHER AND THE ADVERTISER

2.1. Advertiser is responsible for providing the Publisher with the full, correct and appropriate data necessary for the First insertion of materials into catalogues adequately ahead of time.

2.2. The Publisher’s duties include Catalogue placement within the period agreed upon with the Advertiser or without undue delay (generally within a 14 calendar day period) after receiving the full, correct and appropriate data as well as the fee from the Advertiser. The period shall not apply if the Publisher finds the data provided by the Advertiser is incomplete, incorrect or for any reason inappropriate for the Catalogue placement. In this case the Publisher is entitled to add information, correct or otherwise change the date while preserving their original sense (for instance, in order to preserve formatting consistency, to correct minor graphic, grammatical or spelling mistakes etc.). The Publisher is entitled to either do so with no previous consent from the Advertiser or ask the Advertiser to correct or add information to the data provided.

2.3. If possible (in terms of technical and content procedures), the Publisher shall cooperate with the Advertiser to the extent necessary in the event of correcting or changing the materials placed in the Catalogue according to the Advertiser’s instructions. That only applies if such corrections or changes are in accordance with the principles and procedures of the BIM catalogue compilation. The Publisher shall make minor, simple changes free of charge. The Publisher shall make major changes after agreeing on the compensation with the Advertiser. The Publisher’s duty is to delete the Advertiser’s materials from catalogue upon the Advertiser’s request. That does not affect the Advertiser’s duty to make payment for the annual subscription for the Catalogue placement. The same applies if the Advertiser decides to withdraw from the Agreement.

2.4. The Advertiser is responsible for the correctness of the data used for the Catalogue placement and that such data and their placement are legal and do not harm the rights of any third party, particularly intellectual property or industrial or personal rights. Should there be

any harm, damages or expenses incurred to the Publisher associated with the materials Catalogue placement, it is the Advertiser's duty to compensate the Publisher for any such harm, damages or expenses.

### **3. PAYMENT PROVISIONS**

3.1. The annual subscription for the First insertion of materials into catalogues and the associated fees to the Publisher for Catalogue placement is specified by the Publisher's price list, accessible online at <http://bimtech.cz/> ("Price list") as of the day the Parties enter into the Agreement. Generally, the payment shall be made in advance and its due date is set by the invoices issued by the Publisher. The payment stated on any invoice shall have a due date of 30 (thirty) calendar days from the issuance.

3.2. In case of an implied Agreement conclusion (i.e. the Agreement is concluded once the Publisher receives the fee), the Publisher's duty is to issue the invoice to the Advertiser that would cover the preceding payment as a full deposit, with the outstanding payment of 0 CZK.

3.3. The Publisher reserves the right to change the Price list at will. However, if as a result of such change price of the annual subscription for the Catalogue placement to any of the current Advertisers increases by more than 10 (ten) per cent, the current Advertiser can request that the Publisher only increases the annual subscription by 10 (ten) per cent compared to the preceding period.

3.4. If the payment, following any issued invoice, was not made in time, the Publisher can demand from the Advertiser the contractual penalty 0.05 per cent of the amount due for every day of the delay.

### **4. AGREEMENT TERMINATION AND WITHDRAWAL**

4.1. The Advertiser can terminate the Agreement any time without cause. The notice for such termination is 30 (thirty) calendar days, beginning from the day following the day the Publisher receives it (including the electronic communication). Should the Agreement be terminated in reaction to the amendment to the Terms and Conditions the Advertiser does not agree with, the notice to the Advertiser can be given any day before the date of effect of such amendment, while the Agreement should be terminated at the latest on such date of effect. In case of termination by the Advertiser, the Publisher is still entitled to the full compensation for the First insertion of materials into catalogues as well as the annual subscription for the Catalogue placement. In case of the termination based on the amendment to the Terms and Conditions, the Advertiser is entitled to a pro rata refund for the Catalogue placement.

4.2. The Advertiser has the right of withdrawal should the Publisher fail to secure the Catalogue placement as agreed upon and within 30 (thirty) calendar days of receiving the necessary data (unless the Publisher asked the Advertiser to correct or add information to the data provided). In such case, the Publisher shall, without undue delay but at the latest within 5 (five) calendar days after being notified by the Advertiser, return the Advertiser the compensation for the First insertion of materials into catalogues and for the Catalogue placement.

4.3. The Advertiser has the right of withdrawal in case the BIM catalogue does not work for more than 14 (fourteen) calendar days from the notification of the Advertiser via email address [info@bimtech.cz](mailto:info@bimtech.cz), or in case of incorrect Catalogue placement constituting a serious breach of Agreement taking more than 14 (fourteen) calendar days from the notification of

the Advertiser. In such case, the Publisher shall, without undue delay but at the latest within 5 (five) calendar days after being notified by the Advertiser, return the Advertiser the pro rata annual subscription of the Catalogue placement.

4.4. Any Agreement termination or withdrawal can be sent either as a letter to Nedabyle 90, 370 07 or as an email to info@bimtech.cz.

4.5. The Publisher has the right of withdrawal should the Advertiser's payment be outstanding for more than 30 (thirty) calendar days beginning 1 (one) day after the invoice due date, or should the Advertiser fail to provide full, correct and appropriate data necessary for the First insertion of materials into catalogues within another 30 (thirty) calendar days. This does not affect the Publisher's entitlement for receiving fee for the First insertion of materials into catalogues or the annual subscription for the Catalogue placement.

4.6. The Advertiser also has the right of withdrawal if there are reasonable grounds to suspect that the Catalogue placement is not legal and/or that it infringes the rights or rightful interests of any third party and/or that it constitutes a conflict of business interest of the Publisher. In any such case, the Publisher is only entitled to the pro rata compensation of the annual subscription for the Catalogue placement.

## **REFUND AND THE RIGHTS FROM DEFECTIVE PERFORMANCE**

5.1. Catalogue placement is defective when it does not correspond to the data provided by the Advertiser and/or if it constitutes a conflict of Agreement provisions and/or if it consists of apparent graphic, grammatical, or spelling mistakes or mistakes in the technical information.

5.2. If a defective performance of the Catalogue placement constitutes a serious breach of the Agreement, the Advertiser is entitled either to the correction of the materials placed in the catalogue free of charge, or to a proportionate discount from the annual subscription of the Catalogue placement, or, should the Publisher fail to amend the data within 2 (two) weeks of notification, exercise their right to withdrawal, depending on their choice. Should the defective Catalogue placement constitute only insubstantial breach of the Agreement, the Advertiser is entitled either to the correction of the materials placed in the catalogue free of charge, or to a proportionate discount from the annual subscription of the Catalogue placement, depending on their choice.

5.3. The Advertiser's duty is to check the Catalogue placement without undue delay once it is published in the BIM catalogue.

## **6. CHANGES TO THE TERMS AND CONDITIONS AND THEIR EFFECT**

6.1. The Publisher reserves the right to make unilateral changes to these Terms and Conditions within reasonable extent. The Publisher shall notify the Advertiser of the changes within at least 60 (sixty) calendar days before the date of effect of such change, be it in the form of a letter or an email.

6.2. The Advertiser reserves the right to reject any change to the Terms and Conditions and, for this reason, exercise their right of withdrawal. If the Publisher is not informed of any such refusal, it is implied that the Advertiser agrees with the change to the Terms and Conditions.

6.3. These Terms and Conditions are effective as of 15 October 2015.