



## **General Business Terms of Sale of Receiving Devices of UPC Česká republika, s.r.o. (hereinafter referred to as “GBT”)**

### **1. Buyer and Seller, who is who?**

These General Business Terms of Sale of Receiving Devices (hereinafter referred to as “GBT”) govern the relations between you as the Buyer and the Seller – the company **UPC Česká republika, s.r.o.**, with its registered office in Praha 4, Nusle, Závašova 502/5, zip-code 140 00, ID No. 00562262, registered in the Companies Register administrated by the Prague City Court, Section C, File 187485, in the sale of Receiving Devices. The current wording of GBT is available to the public at [www.upc.cz](http://www.upc.cz) or at the Seller’s client centre.

### **2. Receiving Device**

A Receiving Device is a device allowing to use or receive services of electronic communications. The current offer of Receiving Devices can be found at [www.upc.cz](http://www.upc.cz).

### **3. Purchase Contract**

We will enter with you into the purchase contract, under which we will sell you the Receiving Device, usually in writing. The purchase contract can also be entered into by means of remote communication, specifically over the telephone on the telephone line of the Client Centre and electronically at [www.upc.cz/klientsky-servis](http://www.upc.cz/klientsky-servis). If there has been any communication (in writing or over the telephone) between us prior to entering into a written contract, we consider such communication to be negotiation about the conclusion of the purchase contract.

### **4. Delivery of the Receiving Device**

The Seller will deliver the Receiving Device to the Buyer usually simultaneously with installation of the Terminal Point during installation of the electronic communications services but not later than within 30 days from the conclusion of the purchase contract.

### **5. Termination of the Purchase Contract**

You can terminate the purchase contract in writing within 14 days from receipt of the Receiving Device. If the device has not yet been delivered after the signing of the purchase contract, you can terminate the purchase contract in writing within 1 month from the signing of the contract. You need to send the written notice of termination to the following address: Klientské centrum UPC, P. O. Box 53, Praha 3, zip-code 130 11.

If you terminate the contract, we will refund the purchase price to you within 30 days from the termination.

### **6. Returning the Receiving Device**

If you have terminated the purchase contract, please, return the Receiving Device within 7 days from the termination to the following address: UPC Česká republika, s.r.o., Kostomlátecká 20/39, 28802 Nymburk. Return of the device alone without the written notice of termination will not be regarded as termination of the purchase contract. It is necessary that you return the Receiving Device:

- a) undamaged, without any signs of wear and use;
- b) complete and in the original packaging, including the original packaging materials, accessories, operating manual, installation SW, etc.;
- c) with a filled-in form on return of the device, which is available at [www.upc.cz](http://www.upc.cz).

### **7. Price of the Receiving Device**

We will sell the Receiving Device to you for the price valid at the moment when the purchase contract is entered into according to the current price list, which is available at [www.upc.cz](http://www.upc.cz). The stated price include VAT, unless provided otherwise in the price list.

### **8. Billing**

Please, pay the price of the Receiving Device according to the invoice and by the due date stated in the invoice. We will always send you the invoice in an electronic format to your e-mail address. If you have not given us your e-mail address, we will send you the invoice in a hardcopy format to the address you have stated in the purchase contract.

Please, note that we may send you a separate invoice only for the Receiving Device or a combined invoice for all the goods and services we have provided you with.

### **9. Complaint and Repair**



Complaints about the Receiving Device can be lodged over the telephone on the telephone line of the Client Centre or via e-mail to the address stated at [www.upc.cz](http://www.upc.cz). Unless we agree otherwise, we will process the complaint at the address where the Receiving Device was installed.

We will process any complaint not later than within 30 days from when the complaint was lodged.

The warranty period is 24 months from delivery; for second-hand Receiving Devices, please, note that their warranty period is 12 months.

If repair is carried out or the device is replaced in response to a complaint, we are not responsible for the stored contents of the hard disk of the Receiving Device.

If you are using the electronic communications services provided by UPC, we can update the software settings of the sold Receiving Device in order to ensure that the network is operational. Please, note that the update may change the stored contents.

#### **10. Final Provisions**

Please, note that we process your personal data consisting of your name, surname, address, date of birth, telephone number and e-mail address. The provision of Article 3 of the General Terms of Provision of Publicly Available Electronic Communications Services of UPC Česká republika, s.r.o. for Households will be applied *mutatis mutandis*.

The purchase contract will be governed by Czech laws, particularly by Act No. 513/1991 Coll., the Commercial Code. If any part of the purchase contract is found invalid, this shall not affect the validity of the remaining provisions.

The purchase contract and the Contract on Provision of Publicly Available Electronic Communications Services under the General Terms of Provision of Publicly Available Electronic Communications Services of UPC Česká republika, s.r.o. for Households are independent of each other; the formation and existence of one of these contracts is not a condition for formation or existence of the other contract. Termination of either of these contracts will not result in termination of the other contract.

The provisions of the purchase contract will take priority over the provisions of GBT.

GBT will become effective as of 01/02/2012.