



General Terms and Conditions of Diestra consulting CZ, s.r.o.,

with its registered office at Valtířov 63, Ústí nad Labem, Postal Code 400 02, Company Identification Number 27336930. The company is registered in the Commercial Register at the Regional Court in Ústí nad Labem, Section C, File 24943. (hereinafter also referred to as Diestra).

General business conditions of Diestra consulting CZ, s.r.o., valid from 1 January 2018.

1. Basic provision

1.1. These General Terms and Conditions of Business, Service and Warranty (hereinafter referred to as the "General Terms and Conditions") govern relations in the supply of goods and services, i.e. hardware - HW, software - SW, consumables, consumables, spare parts, documentation, etc. subject of performance") by Diestra consulting CZ, s. r. o. (hereinafter referred to as the "Supplier ") to customers and are binding for all business relations with the Supplier.

Deviating written agreements of the participants take precedence over the provisions of these General Terms and Conditions.

1.2. By signing legally binding acts aimed at establishing a contractual relationship between the supplier and the customer in the matter of delivery of the subject of performance by the supplier, the participants accept that their mutual contractual relationship will be governed by the Civil Code regime. The establishment of the negotiated contractual relationship is always conditioned by the acceptance of the customer's order by the supplier.

In the event that the sale of goods (or realization of the subject of performance) is carried out using means of distance communication (especially electronic commerce on the Internet), by sending the order the consumer confirms that he has been acquainted with these General Terms and Conditions, expresses his consent to their wording and will follow them in business dealings with the supplier. In the event that any provision of these General Terms and Conditions is in conflict with the legislation enshrining the protection of consumer rights, then such provision of these General Terms and Conditions for the legal relationship between the supplier and the consumer shall not apply and the relevant legislation will apply.

Definition of basic terms

1.3. A consumer is any person who, outside the scope of his business activity or outside the scope of independent performance of his profession, enters into a contract with an entrepreneur or otherwise deals with him (see § 419 of the Civil Code). The payer is the customer who enters into a contractual relationship with the supplier, but acquires the subject of performance with the proviso that it will be used by the recipient / customer. The recipient / customer, as the user of the subject of performance, is authorized by the customer in writing to take over the subject of performance and to all other negotiations in connection with its use. The seller is a sales employee authorized to represent the supplier in business negotiations.

2. Price of the subject of performance

2.1. Overview catalogs and price lists issued by the supplier, as well as oral and telephone information or information provided via Internet www servers about the prices of the subject of performance are informative, non-binding on the part of the supplier and unenforceable by the customer. The supplier reserves the right to change the technical parameters, or as well as the prices of the subject of performance without prior written notice. The supplier is not responsible for errors in the printing of commercial and technical materials.

2.2. To specify the price and specification of the subject of performance, the customer is entitled to request a binding price offer (hereinafter "offer"), the validity of which is 7 calendar days from the date of issue, unless otherwise stated.

2.3. The prices of the subject of performance stated in the price offer do not include any related services, unless expressly stated otherwise. The request for the provision of related services must be explicitly stated in the order.

2.4. The Supplier assumes the usual use of the subject of performance. Any specific requirements for the subject of performance (eg the operating system with which the subject of performance is to be operated, the method of its connection, etc.) must be explicitly stated in the order.

3. A conclusion of the contract

3.1. Individual business cases are closed on the basis of written orders of the customer, sent by post or fax or orders sent electronically (via e-mail or internet www servers), in exceptional cases also on the basis of oral or telephone orders. The issuance of an order is usually preceded by a price offer from the supplier made on the basis of the customer's request. Unless otherwise stated in writing, these General Terms and Conditions apply to the contractual relationship between the supplier and the customer. The relevant parts of the General Terms and Conditions apply until the full settlement of rights and obligations between the supplier and the customer. The prices stated in the valid written offer of the supplier or the prices valid at the moment of acceptance of the order apply to the price calculation of the subject of performance.

3.2. The order must contain the following basic requirements:

- business name (or name) and registered office of the customer, including telephone and fax connections; if the customer is a natural person, then he states the name and surname, residence and place of business

- a person authorized to act on behalf of the customer, ID number and VAT number of the customer in the given matter (if he is registered as a VAT payer);

- unambiguous identification of the subject of performance and its quantity (including the provision of related services or performance), delivery conditions (place and date), the person responsible for taking over the acceptance of the subject of performance and any other specific requirements for the subject of performance;

- all information thus obtained about customers is stored in accordance with the applicable laws of the Czech Republic, in particular the Personal Data Protection Act No. 101/2000 Coll. as amended by later amendments and regulations and the supplier uses them exclusively for the internal needs of the company and does not provide them to third parties. An exception is external carriers to which customers' personal data are transferred to the minimum extent necessary for the smooth delivery of goods.

3.3. After receiving the customer's order, the supplier will send the customer a Order Confirmation, in writing, by fax or e-mail. The supplier is also entitled to accept an order delivered to him after the expiry of the offer. The supplier is obliged to send the order confirmation to the customer no later than 2 working days from the date of delivery

orders. In the event that the basic data (scope and characteristics of the subject of performance, delivery and payment conditions) in the order confirmation issued by the supplier agrees with the text of the customer's order, the supplier confirms by handing over, resp. by sending an order confirmation its will to accept the customer's order as binding and at this moment a binding relationship is established.

3.4. In the event that any of the requirements specified in the customer's order cannot be met by the supplier, he shall send the customer an offer again stating the possible variants of the order and request the customer's opinion. In the event that the customer's order is a non-standard subject of performance, the supplier shall request a deposit in the agreed amount on the basis of the issued advance invoice in the sense of Article 8.2 before accepting the order. these conditions. The delivery period stated in the order confirmation begins to run after payment of the deposit by the customer.

3.5. The provisions of Article 3.3. fourth sentence, is not binding on the supplier in the event that the manufacturer ceases to manufacture and supply the product that is the content of the subject of performance, replaces it with a new version, or will significantly change the price of the product. In this case, the supplier shall immediately notify the customer of this fact and, in agreement with him, send an updated order confirmation.

3.6. In the case of larger deliveries of the subject of performance, or specific conditions under which the performance is to be carried out, resp. if one of the participants so requests, the participants may enter into a special contract for the subject of performance with reference to the wording of these General Terms and Conditions.

4. Terms of delivery

4.1. Deliveries of the subject of performance will be realized in the shortest possible time, usually within 1-21 days, in the case of special products and larger deliveries within 3-8 weeks, depending on the availability of products and operational possibilities of the supplier.

4.2. The expected date of performance is stated in the order confirmation. In exceptional cases, the supplier may extend the performance date, but must immediately notify the customer of this change.

4.3. Fulfillment of the term of performance is considered to be the delivery of the subject of performance to the customer at the supplier's delivery point, or handover by an authorized employee of the supplier (using the supplier's own transport) at the place of performance or handover of the subject of performance to the first domestic carrier.

4.4. If personal collection has been agreed by the customer or if it is a subject of performance requiring installation at the customer, the customer is also considered to be a notice that the subject of performance is ready for dispatch. The postponement of taking over the subject of performance or its installation at the customer's premises does not then affect the fulfillment of the performance deadline.

4.5. Unless otherwise agreed, the place of performance is the relevant supplier's point of issue. If the customer requests another place of performance, this place is the customer's registered office or the place of performance specified in the order and also on the order confirmation.

4.6. The costs associated with delivery to a place of performance other than the supplier's point of issue shall be borne by the customer. If the customer requires transport of the subject of performance, the supplier chooses an adequate method of transport (postal transport, transport service or the supplier's own transport) according to the nature of the subject of performance and data on the order and order confirmation. If the subject of performance is transported according to the customer's transport instructions, the risk of loss, damage or destruction passes to the customer at the moment of handing over the subject of performance to postal transport or the first carrier for transporting the subject of performance to the customer.

4.7. If the customer does not take over the subject of performance for reasons on his part (eg the person specified by the customer is not present despite a pre-agreed date), the customer bears the costs associated with repeated delivery in full.

4.8. The customer is obliged to take over the subject of performance and immediately check the compliance of the quantity and type of the subject of performance with the delivery note or issue, or obvious damage to transport packaging or products.

4.9. If the customer finds a discrepancy with the delivery note or issue, or obvious damage to packaging or products, he is obliged to immediately notify the supplier or consignor of the shipment and state it in writing on the delivery note, or the supplier's issuer, or forwarding service delivery note.

4.10. If the difference in the quantity and type of the subject of performance or its obvious damage is found, the customer is obliged to immediately complain about this defect to the supplier, but no later than within 2 working days of delivery. Subsequent complaints of this type do not have to be taken into account by the supplier.

4.11. When taking over the subject of performance, its inspection and subsequent commissioning, the customer is also obliged to check the serial numbers of the subject of performance with the record stated on the delivery note or the dispenser. He is obliged to notify the supplier of the difference, no later than 3 working days from the receipt of the subject of performance. The supplier will then arrange for the repair and sending of a new delivery note or issue within 10 working days. If the customer does not notice the difference in time, then the difference between the serial number of the product and the serial number stated in the delivery note, or the issuer, is the reason for rejecting the complaint.

4.12. At the time of sale, the customer is informed about the collection points for used electrical equipment.

5. Cancellation of the order by the customer

5.1. After receipt of the order by the supplier according to Article 3.3. it is necessary to discuss the change of the order or its cancellation with the relevant sales representative.

5.2. The Supplier is entitled to charge the Customer a cancellation fee of up to 50% of the price of the subject of performance or its canceled part to cover costs expediently incurred in connection with the change or cancellation of the order.

6. Installation of the subject of performance

6.1. If the customer requires the installation of the subject of performance, resp. if the subject of performance requires installation at the customer's premises, it is made for a fee, usually at the time of delivery of the subject of performance or within the period agreed with the authorized person of the supplier. Until the installation of the subject of performance, the customer undertakes to ensure its proper storage in a manner corresponding to its nature and value.

6.2. If the customer requires the installation of the subject of performance, in such a case he is obliged to ensure access of persons authorized by the supplier to the facilities in which the subject of performance is to be installed and create the necessary conditions for installation. existing system, backup of existing data on the affected devices, etc.). The scope of the conditions is based on common practices and will be specified by the authorized person of the supplier.

6.3. If the customer does not provide the supplier with the required cooperation, resp. if he does not create the conditions for the successful installation of the subject of performance in the sense of the previous article, the supplier is entitled to charge the customer the costs associated with futile installation according to the valid price list of the supplier's services. If the supplier's new attempt to install the subject of performance at the customer's premises remains unsuccessful for reasons on the customer's side, the supplier is entitled to refuse to install the subject of performance. The supplier's obligation to install the subject of performance is considered fulfilled on the day when the repeated attempt to install the subject of performance at the customer's site was unsuccessful.

6.4. Installations at the customer are normally performed during normal working hours, ie Mon - Fri between 8:00 - 17:00. If, for operational reasons, it is necessary for the customer to perform the installation outside this time, this requirement must be stated on order, resp. order confirmation and was therefore included in the agreed price. If the customer additionally requires the installation of the subject of performance outside the standard working hours, the participants in this contractual relationship shall agree on the conditions of this installation.

6.5. The installation of the subject of performance is considered to be completed by demonstrating that the relevant product works correctly according to the submitted documentation, or by other demonstration of the standard operating condition, with the exception specified in Article 6.3. The participants will write a handover protocol on the installation of the subject of performance at the customer.

7. Functionality of the subject of performance

7.1. The Supplier is not responsible for the suitability of the subject of performance for a specific purpose of use and for the possibility of use in the existing system of the customer, unless this is stated in writing in the Offer, Order Confirmation or other written agreement. In a dispute over the scope of the term normal use, the interpretation given by the statutory body of the supplier shall apply.

7.2. If the customer requires the installation of the subject of performance in conflict with the usual use or arrangement, although he has been notified of this fact by the supplier, the supplier is entitled to:

- to design a feasible way of installing the subject of performance;

- to propose the addition of the subject of performance, or take the necessary system measures to put the subject of performance into operation (driver update-upgrade, configuration change, etc.);

- refuse to install the subject of performance for impracticability.

The costs incurred by the supplier in connection with the solution of this situation shall be borne by the customer.

7.3. The inability to install the subject of performance in a manner that is not agreed in advance and stated on the order confirmation cannot be a reason for the customer to withdraw from this contractual relationship.

8. Payment terms and transfer of ownership

8.1. The usual payment terms for deliveries of the supplier's standard assortment are payment in advance, resp. payment in cash upon delivery of the subject of performance. Other payment conditions can be agreed in the framework, resp. purchase contract, signed by the statutory representative of the supplier.

8.2. In the event that the customer orders a non-standard item of performance (eg custom PC configurations, non-standard components, peripherals or other devices, or SW), the customer's order can be accepted and confirmed only after the customer has paid a deposit of at least 30% of the non-standard item. performance.

8.3. If the customer requests an adjustment of the usual payment terms, these must be discussed with the supplier's sales representative and the terms agreed in this way must be stated in the order. Adjustment of payment terms may affect the amount of the agreed price of the subject of performance.

8.4. In the event that the customer is not able to make payment for any reason within the due date stated on the invoice issued by the supplier, or is in arrears with any other payment to the supplier, he is obliged to contact the supplier's sales department immediately and propose a change in payment terms. If no agreement is reached on changing the payment terms, the supplier is entitled to charge the customer a contractual penalty of 0.1% of the amount due, including VAT, for each day of delay from the original due date of the obligation until its full payment. The contractual penalty is payable on the basis of its invoicing by the supplier, provided that the application of the contractual penalty does not affect the supplier's right to compensation in full.

8.5. The customer's obligation to pay its obligation to the supplier properly and on time is fulfilled on the date of crediting the agreed amount paid to the supplier's account specified on the invoice.

8.6. In the event that the customer makes a payment in cash, the supplier shall issue a receipt to the customer stating the number of the advance invoice, resp. the invoice to which the relevant cash receipt relates. Invoice, resp. An advance invoice stating the payment condition "in cash" is the basis for making the payment, not the proof of making the payment in cash.

8.7. The risk of damage to the subject of performance passes to the customer at the time of its receipt, with the exception specified in Article 4.6. last sentence. Until the full payment of the price of performance, the subject of performance is owned by the supplier, even in the case of integration into the system, which is the property of the customer, respectively. system used by the customer. Until the transfer of ownership of the subject of performance to the customer, any provision of the subject of performance to a pledge or the establishment of a security transfer of rights or other obligations to the subject of performance by the customer in favor of a third party, without the consent of the supplier, is excluded. .

8.8. If the supplier is entitled to take back the subject of performance for non-payment of the price of performance, the customer grants him an irrevocable right to enter the premises in which the subject of performance is located in order to remove the subject of performance.

8.9. If the customer does not fulfill its obligation to pay the price for the subject of performance in time and in full, the supplier is entitled to suspend the provision of performance, respectively. services related to the subject of performance (eg warranty service) until the payment of the customer's obligation in full, including the agreed interest (penalty), resp. contractual penalties for late payment.

9. Guarantee

9.1. Warranty content:

9.1.1. The Supplier provides a guarantee for individual goods and other individual objects of performance with the exception of SW (hereinafter also "goods / work") specified in the invoice or other accounting document and at the same time in the relevant document on delivery of goods / work, ie in the delivery note or dispenser or in the production sheet of the PC assembly or in the service report, in which the serial numbers of the delivered goods / work are given. The goods are not software, the supplier only transfers user rights to the software (see below). The provision of the guarantee does not affect the rights of the consumer as a buyer, which are bound to the purchase of the thing according to special legal regulations.

9.1.2. The length of the warranty period of the goods / works may be determined differently for individual parts of the goods / works and is marked in the delivery note or dispenser or in the production sheet of the PC assembly or in the service protocol. In those legal relationships to which special provisions on the sale of goods in trade under the Civil Code apply, the length of the statutory warranty period for goods for the sale of consumer goods is 24 months, unless the Civil Code expressly provides otherwise in specific cases.

9.1.3. For some goods / works, it is possible to purchase an extension of the length or extension of the scope of the warranty, the extended content and conditions of the warranty are then also governed by the relevant registration conditions (eg Toshiba laptops), resp. contractual arrangement to extend the guarantee. Deviating provisions of registration conditions (according to the registration card), resp. contractual agreement on the extension of the warranty, take precedence over the provisions of these General Terms and Conditions, in other provisions these General Terms and Conditions apply.

9.1.4. Statutory guarantee: When selling goods to which special provisions on the sale of goods in a shop apply according to the Civil Code, the provisions of § 2158 to 2174 of the Civil Code apply to the first 24 months of the total period of the guarantee provided by the supplier (special provisions on selling goods in a shop) . After the expiration of the statutory warranty, the customer's claims are governed by the content of the contractual (so-called extended) warranty according to these General Terms and Conditions. The sale of used goods is not covered by the statutory warranty.

The customer's claims under the quality guarantee in the case of sales of goods, which are not subject to special provisions on the sale of goods in the store under the Civil Code, are governed by the content of the contractual guarantee under these General Terms and Conditions.

9.1.5. Service life of the product: The service life of the product cannot be confused, ie the period of time the product can withstand due to its properties, given purpose and differences in the intensity of its use, and the warranty period in which product defects can be claimed, ie such defects that have their origin in the production, in the material used or in the method of processing.

Complaints of such parameters that are not specified for the given product in the instructions or other commercial and technical documentation of the manufacturer or in binding technical standards cannot be considered a conflict with the purchase or other contract.

9.1.6. Contractual guarantee: The contractual guarantee applies in the case of sales of goods not covered by special provisions on the sale of goods in the shop under the Civil Code and also applies for the warranty period provided by the supplier exceeding the statutory warranty period in the case of sales of goods covered by special provisions on the sale of goods in the store according to the Civil Code (ie for the period of the so-called extension of the warranty). From the contractual warranty as well as from the legal liability for defects, the customer acquires only the right to free removal of defects (work and material), which are covered by the warranty and which occur during the warranty period on the goods / parts in compliance with the warranty conditions below; in the case of an irreparable defect, the customer only has the right to exchange goods / works for goods / works of the same parameters (if this is no longer possible or economical for the speed of innovation, then better parameters). Under the contractual warranty, the defect of the goods / works will be removed by repair, if this is not possible or economical, then by exchanging the goods / works for goods of the same type and the same or better parameters; the repair of a defective part of the goods / work can be performed by replacing this part with the same part and if the manufacturer or supplier does not have such a part available, then a part with similar or better parameters so that the functionality of the repaired goods / work is restored.

9.1.7. The contractual warranty covers defects that have their origin in the production, in the used material or method of processing, in the assembly or installation of goods / works performed by the supplier. The Supplier is obliged to fulfill its obligations arising from the contractual guarantee only if the Customer is not in arrears with the payment of the price of the subject of performance.

9.1.8. The statutory or contractual warranty does not apply to wear and tear of the goods / work caused by its normal use and does not apply to defects for which a lower price has been agreed, nor does it apply to defects caused by such use or installation that are in conflict with the operating instructions or the conditions for handling the goods / part specified in these General Terms and Conditions (see below) or the general principles, for defects caused by non-compliance with the instructions for maintenance, operation

10. Complaints Procedure

10.1. The customer is obliged to ensure the inspection of the subject of performance as soon as possible after the moment of transfer of the risk of damage to the subject of performance (hereinafter "the moment of transfer of danger"). If the customer does not inspect the subject of performance or does not arrange for it to be inspected at the moment of passing the danger, he can claim claims for defects detectable during this inspection only if he proves that the subject of performance already had these defects at the moment of passing the danger.

10.2. The customer is obliged to notify the supplier immediately of any defects found in this way. Defects that may have been discovered later during the exercise of professional care, the customer is obliged to notify the supplier no later than the end of the warranty period.

10.3. The Customer is obliged to file a complaint (excluding server servers) by submitting the subject of performance and a written notice (or fax or e-mail) containing the most detailed specification of the detected defect of the subject of performance or may file such a complaint in person. The place of complaint is the establishment designated by the supplier, resp. the place where the object of performance was purchased by the customer (exclusively for objects of performance purchased for the customer's own use). The subject of performance, purchased for the purpose of resale, may be claimed only in the establishment designated by the supplier. For some devices that may be part of the subject of performance, the customer can file a complaint directly with the authorized representative of the manufacturer. The instructions of the manufacturer's authorized representative are attached to the subject of performance. The place of claim is then determined by the manufacturer's authorized representative.

10.4. When claiming the subject of performance, the customer is obliged to prove the purchase of the subject of performance from the supplier by invoice and at the same time delivery note or service protocol or issue (indicating the serial number of the claimed subject of performance), PC system and servers.

10.5. In cases of complaints about the function of the PC system and servers, it is possible to file a complaint with the supplier by telephone at the telephone numbers designated for that purpose or in person at the supplier's premises. When making a complaint, it is necessary to report the serial number of the PC system, resp. server (see the production sheet of the PC set or the type plate on the PC, server), and further describe the nature of the defect in as much detail as possible and state the contact person of the customer (name, phone, fax). The supplier shall then ensure the assessment of the complaint and, in agreement with the customer, take steps to eliminate any defect in accordance with the provisions of paragraph 11 of these conditions.

10.6. Due to the risk of possible damage to the object of performance during transport, the supplier accepts for complaint only the object of performance packed preferably in the original packaging (the original packaging can be considered the original packaging from an identical piece identical to the serial number of the claimed subject of performance). If the customer does not deliver the object of performance in the original packaging, it is recommended to use another suitable packaging that meets the requirements of transport of the goods. In those legal relations to which the special provisions on the sale of goods in a shop according to the Civil Code do not apply, the claimed goods must be handed over for claim in the original packaging. The supplier is not obliged to accept the subject of performance to settle the complaint, unless the customer hands it over with all parts and accessories.

10.7. In case of compliance with the provisions of Articles 10.4.-10.6. customer, the authorized person of the supplier will take over the subject of performance to settle the complaint. If it is not possible for the person authorized by the supplier to decide on the recognition of the complaint on the spot, he shall hand over the claimed object of performance to the supplier's complaint department. The customer is informed about the result of the complaint in the manner agreed with the supplier (by telephone, fax, in writing), usually no later than 1 week from the receipt of the subject of performance to settle the complaint. If it is necessary to assess the defects of the goods by an authorized representative of the manufacturer, the supplier will ensure an assessment of the validity of the complaint, usually within 2 weeks of receipt of the subject of performance.

11. Elimination of defects of the subject of performance during the warranty period

11.1. The supplier is entitled to use third parties to provide warranty service.

11.2. Deleted.

11.3. The performance of warranty service at the place of installation at the customer's site is limited territorially in the Czech Republic.

11.4. Deleted.

11.5. Deleted.

11.6. For defects whose manifestations cannot be reproduced (defects that occur by chance), the time of diagnosis and repair of the defect is determined by agreement between the authorized persons of the supplier and the customer. If it is not possible to rectify such a defect at the customer, the supplier will rectify such a defect after performing the appropriate tests at the service center.

11.7. The customer undertakes to create conditions for the successful performance of the service intervention (enable access to the building, access to the equipment, access to the system, presence of his representative, etc.), as well as conditions for completing the formalities necessary to repair the claimed defect.

11.8. The Supplier is entitled to withdraw from the provided guarantee for the subject of performance, resp. in his unit.

12. License

12.1. Copyrights, as well as other intellectual property rights, relating to the software products, including manuals, manuals and other documents distributed with the software products, remain with the respective entities as their holders and are not affected by this obligation. The customer acquires only the non-exclusive right to use the software products.

12.2. Customer may not remove, alter, obscure, or otherwise interfere with any copyrights or other designations of the applicable entities located or stored on the Software Products, or any portion thereof, or documentation distributed with the Software Products.

13. Responsibility

13.1 The Supplier shall be liable to the Customer for damage caused by a breach of the obligations arising for the Supplier from this contractual relationship. In particular, the Supplier shall not be liable to the Customer for any damage incurred as a result of: - maintenance of the subject of performance by a person other than the Supplier or an entity authorized by it; - incorrect or inadequate use of the subject of performance; - use of the subject of performance in an environment other than that recommended.

13.2 The participants in this obligation stipulate that the amount of foreseeable damage that may arise from a breach of the supplier's obligations and the total amount of compensation represents the maximum amount up to the price of the subject of performance for which the loss event occurred, unless otherwise agreed. The supplier is not responsible for the loss or damage of customer data, any reconstruction of lost or devalued data is the responsibility of the customer.

13.3 The customer is entitled to pursue any claims for damages with the supplier only if, after the occurrence of the loss event, he took all steps to minimize the amount of damage and if he immediately notified the supplier of the occurrence of the loss event and provided him with all requested documents relating to the damage event.

13.4. The participants in this contractual relationship are not liable, except in cases stipulated by the relevant law, for breach of obligations caused by force majeure, ie circumstances arising independently of the will of the participants, which could not be averted, even with all possible efforts. they are objectively inevitable by chance.

14. Technical and system support

14.1. The supplier provides the customer with technical and system support for the subject of performance. This support has two levels:

Basic support - ensuring the operability of the subject of performance to the extent that corresponds to the use for which the subject of performance was delivered, resp. installed by the supplier. These include, for example, the elimination of error conditions, repairs (new versions) of system drivers and additional information that is not in the supplied documentation and is necessary for the use of the subject of performance. In particular, the elimination of error conditions caused by incorrect operation or arising in connection with a change in the configuration of the device and the operating system / environment used, including upgrades, is not considered basic support, unless these are performed and supplied by the supplier. Furthermore, support for the deployment of a system with software applications that were not delivered and installed by the supplier is not considered basic support, unless explicitly stated otherwise.

14.1 Above-standard support - solves the states of the subject of performance, related to changes in the configuration or method of use differently from the state for which the subject of performance was delivered. These are, for example, changes (expansion) of configurations / reinstallation of the subject of performance at another location, in connection with another device or another operating system than the one that was originally installed; furthermore, deliveries of system drivers, consultations related to operation, operator training and resolution of error conditions arising as a result of configuration changes, if these changes are not made and not supplied by the supplier. The supplier provides above-standard support to the customer on the basis of the order.

14. 2. The basic support provided at the supplier's place is free of charge during the warranty period, the supplier is entitled to charge the costs of above-standard support according to the current price list of services, including related costs.

14.3. Based on the customer's request, the conditions for providing above-standard support within the delivery of the subject of performance may be agreed.

14.4. After the warranty period, all technical and system support is a paid service. Participants in this contractual relationship may enter into a separate contract for the provision of post-warranty service or technical and system support.

14.5. Technical and system support is provided via Hot-Line, electronic services Dlestra (WWW), telephone and personal consultations, or intervention by persons authorized by the supplier at the place of installation. The Supplier is entitled, at its discretion, to choose a procedure sufficient to ensure the target condition. The supplier assumes that the person designated by the customer is able to perform at least basic service of the subject of performance.

15. General conditions

15.1. The Supplier is entitled to withdraw from this contractual relationship in the event that the Customer is in arrears with the payment of financial amounts according to these General Terms and Conditions for a period longer than 14 days. The Supplier is also entitled to exercise the reservation of ownership in accordance with these General Terms and Conditions.

15.2. If the situation envisaged in the previous article occurs, the participants in this contractual relationship are obliged to return everything they have provided on its basis, no later than within 10 days from the date of delivery of the written decision to withdraw, resp. decision on the implementation of the reservation of title.

15.3. The rights and obligations arising from this contractual relationship are governed by Czech law. To resolve any disputes, the participants designate the competent court in Prague as the competent court.

15.4. The text of these General Terms and Conditions is made available to the customer no later than with the delivery of the subject of performance ordered by the customer. The publication of the General Terms and Conditions is also considered to be their publication on the supplier's website. The Customer understands that the contractual relationship arising from the provision of the above performance and established at the time of acceptance of the order issued by the Customer by the Supplier is governed by these General Terms and Conditions.

15.5. The parties to this commitment agree that notices and other documents will also be deemed to have been received on the day on which the sending party receives the duly addressed document returned by the postal service as undeliverable or rejected by the addressee.

15.6. Legal acts and legal relationships established before 1 January 2014 are subject to the business conditions that were in force between the participants at the time of their occurrence. These General Terms and Conditions do not affect contracts concluded before 1 January 2014.

15.7. These General Terms and Conditions come into force and effect on 1 January 2018 and replace in full the General Terms and Conditions of Diestra consulting CZ, s.r.o. dated 1.1.2014. These General Terms and Conditions are published on the Internet, in the company's catalogs from the day of their publication and are also published in all business premises of Diestra consulting CZ, s.r.o.