

# Rules for using the BEDNAR Configurator application

## 1. Preamble

- 1.1. The owner and provider of the BEDNAR Configurator application and website [<https://configurator.bednar.com/>] (hereinafter referred to as the "**Configurator**") is BEDNAR FMT s.r.o., with its registered office at Lohenická 607, 190 17 Prague 9, ID No.: 250 98 781, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 49530 (hereinafter referred to as the "**Provider**").
- 1.2. These rules of use of the Configurator (hereinafter referred to as the "**Rules**") regulate the rights and obligations arising in connection with its use between the Provider and the user who has gained access to an administrator user account on the basis of registration at the Provider (hereinafter referred to as the "**Administrator**") and between the Provider and the user who has gained access to the Configurator on the basis of a user account created by the Administrator (hereinafter referred to as the "**User**"). The Administrator and the User are also referred to in the following text as the "**Registered User**" or collectively as "**Registered Users**".
- 1.3. The Registered User understands that through the Configurator, it is possible to order goods and individual products from the Provider, as well as to enter into purchase contracts with the Provider, an integral part of which are the General Terms and Conditions valid and effective on the date of the conclusion of the purchase contract (hereinafter referred to as the "**GTC**"). The Registered User undertakes to familiarize himself with these GTC.

## 2. Copyright and intellectual property rights

- 2.1. The content and form of the Configurator is protected in its entirety by copyright and other regulations governing the protection of intellectual property and may not be used in any manner other than as provided for in these Rules.
- 2.2. The Provider is entitled to use the property rights to the Configurator and its content, including texts, graphics, technical drawings, product sheets, price lists, photographs and other materials and documents, unless otherwise stated, on the basis of the licenses granted.

## 3. Registration Rules

- 3.1. Registered Users means the Administrator and the User who are entitled to use the individual services provided on the Configurator and intended exclusively for Registered Users. The Administrator is authorized to create accounts for Users and subsequently set and change their permissions.
- 3.2. Only a legal entity may become a Registered User. When registering, the Registered User enters the name of the legal entity, the name and surname of the person authorised or authorised to act on behalf of the legal entity, the registered office, country, region, identification number, tax identification number, email address, telephone number, username and password.

- 3.3. After registration under these Rules, the relevant User account of the Registered User is activated and a profile (hereinafter referred to as the "**Profile**") is created for the Registered User, which can be accessed by logging in to the Configurator.
- 3.4. By registering, the Administrator and the User give their consent to the text of these Rules and expressly:
- a) agree to become a Registered User;
  - b) confirm that they are not a consumer within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended, but that they are an individual entrepreneur who acts in relation to the Provider in connection with their business activity and uses the Configurator for business;
  - c) undertakes not to disclose the access password to their Profile to any third party and in this connection undertakes to take all measures to prevent any third party from accessing this password or accessing their Profile and their data without their consent;
  - d) are responsible for the confidentiality of their login and registration data, which are not intended to be disclosed under the terms of these Rules, and are entirely responsible and liable for any costs or other damages incurred in connection with a breach of these Rules;
  - e) undertake to inform the Provider without delay of any loss of access data to the Profile or misuse of such data;
  - f) declare and undertake that they have provided, and will at all times in the future provide, only such information as is current, true and complete information about their person.
- 3.5. The Registered Users are not entitled to assign or transfer their rights and obligations arising towards the Provider in connection with the registration and use of the Services to a third party, even without payment.
- 3.6. The Registered User is allowed to change or cancel his Profile or change or delete all of his data from the Registered User database at any time by sending an e-mail to [orders@bednar.com](mailto:orders@bednar.com) or by sending a request via <https://bednar.atlassian.net/servicedesk/customer/portal/1>.
- 3.7. The Provider is entitled to activate/deactivate the Registered User's Profile, block it, set the access password, as well as view the contents of the Profile and set the Profile type and its validity.
- 3.8. The Provider is entitled to remove the Profile if:
- g) it has reasonable grounds to suspect that the Registered User is using it in violation of valid laws and generally obligatory ethical and moral principles of the Provider or good morals, or to violate the rights of third parties or to commit or contribute to criminal activities;
  - h) the Registered User illegally uses the Configurator for commercial and other purposes that could cause damage or other harm to the Provider or third parties;
  - i) the Registered User abuses, blocks, modifies or otherwise changes any part of the Configurator or services provided by the Provider;
  - j) the Registered User does not visit his profile for more than 1 year;
  - k) the Provider has reasonable doubt that the User is a legal or physical person other than the Registered User;
  - l) the Registered User disrupts or attempts to disrupt the stability or operation of the Configurator or the data stored therein;

- m) the Registered User violates the obligations set in these Terms or any other general or specific terms and conditions and Rules set by the Provider;
- n) the Provider ceases to operate the Configurator;
- o) in connection with any future change to these Rules, the Provider reserves the right to require the provision of further data of Registered Users and without the disclosure of such data, the Provider reserves the right to cancel the existing registration or the respective User account and/or not to allow access to the Configurator.

## **4. Responsibility**

### 4.1. Provider:

- a) is not responsible and does not guarantee the functionality of the Registered User's data network, nor is it responsible for its hardware and software equipment, as well as for the functionality of the public data network;
- b) is not liable for any damages that the Registered User may incur if the Registered User is not informed in time about any changes to the Configurator because he does not use the Configurator regularly;
- c) is not liable for damages caused by improper, illegal and unauthorized use of the Configurator, as well as for damages caused by incorrect, false, incomplete or inaccurate data provided by the Registered User;
- d) is not responsible for damages incurred by the User or Registered Users as a result of setting an incorrect and/or inappropriate password;
- e) is not responsible for any damage caused to Users and Registered Users as a result of incidents beyond its objective control, including the actions of third parties;
- f) is responsible for ensuring that the content of the Configurator is in full compliance with valid law;
- g) reserves the right that the Configurator may not be continuously available, especially due to regular servicing of hardware and software equipment or technical defects beyond the Provider's control;
- h) reserves the right to change these Rules.

## **5. Closing provisions**

- 5.1. These Rules come into validity and effect on 25.8.2023 and are available at the Provider's registered office and on the Internet at [<https://configurator.bednar.com>] after login.
- 5.2. Any changes to these Rules will become effective on the date specified by the Provider. In case of disagreement with these Rules and changes, the Registered User is entitled to cancel his registration at any time.
- 5.3. All legal relations arising from the Registered User's consent to these Rules are subject to the law of the Czech Republic. The reciprocal rights and obligations under the concluded purchase contracts are subject to these purchase contracts, the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and the GTC.
- 5.4. All notifications between the Provider and the Registered User may be submitted via email to [configurator@bednar.com](mailto:configurator@bednar.com)