



General Terms and Conditions - ROEZ, s.r.o. for the sale of goods

for Contracts and Orders concluded in accordance with the Commercial Code no. 513/1991 coll. as amended

Article 1 General provisions

1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the legal relations established on the basis of Contracts and Orders concluded between ROEZ, s.r.o. registered office: Tyršova 2354/2, 934 01 Levice, Business ID : 36564303, registered in the Commercial Register of the District Court Nitra, Section: Sro, File No. : 15235 / N as the Seller of Goods (hereinafter referred to as the "Seller") and the other party as the Buyer ("Buyer").

Application of the General Terms and Conditions of the other Contracting Party or any other General Terms and Conditions is hereby expressly excluded, unless the Parties agree otherwise.

2. Deviations from these GTC shall be binding on the Contracting Parties only if the Contracting Parties have agreed to them in writing in the Contract or in the Contract order. In such a case, the different contractual arrangements shall take precedence over the wording of these GTC.

3. These GTC are in accordance with § 273 of Act no. 513/1991 Coll. Of the Commercial Code, as amended (hereinafter referred to as the "Commercial Code"), an integral part of the Contract, resp. Order.

4. Subject of the Contract, resp. Orders are the Seller's obligation to deliver the agreed goods and, at the same time, the Buyer's obligation to take delivery of the delivered goods and pay the agreed price for them.

Article 2 Order and Contract

1. Pursuant to these GTC, the Contract, resp. The order is considered as closed:

a) on the date of signing of the written copy of the Contract by both parties, or

b) on the day of delivery of the Seller's written confirmation by which the Seller accepts the Order submitted by the Buyer. A scanned E-mail form is considered a written Order and a written order confirmation.

2. The order shall contain:

a) the business name of the Buyer and the Seller, registered office, Reg. comp. ID number in the case of a legal entity and a natural person

b) The VAT ID of the Buyer if they are a VAT payer,

c) Goods specification - requirements for the production and quality of goods (hereinafter referred to as "Specification") that means the name of the goods, the price of the goods (individual items and the total price), the quantity and, where appropriate, the description of the goods,

(d) a list of the documentation required for the goods,

e) the required date and place of delivery of the goods,

f) the name, surname of the statutory body of the Buyer,

g) the name, surname and telephone contact of the person who is authorized to process the specific Order, or the Buyer, for the Buyer; name, surname and telephone contact of the person authorized to take over the delivered goods (if this information is not given, it is assumed that any employee is entitled to take over the delivered goods)

h) signature of Buyer's Statutory and stamp of Buyer in case of legal person, signature of Buyer in case of natural person.

3. If the goods are to be manufactured and delivered based on the Specification prepared by the Buyer, the Buyer is obliged to enclose this Specification with the Order, resp. to the Treaty. Such Specification is binding on the Seller. Any other Specification (verbally, in writing, by telephone) that has not been included in the Order must be confirmed in writing by the Seller and is thus binding on the Seller.

4. The Buyer acknowledges that the offers prepared by the Seller's sales and technical staff are not binding. Technical statements of the Seller's sales and technical personnel, information about the goods and their properties (eg dimensions, weight, technical characteristics, plans, prices, performance and other data) given in the Seller's catalogs, brochures, advertisements and price lists are always descriptive. They are binding only if they are explicitly mentioned in the order confirmation or in the Contract or otherwise confirmed by the Seller. The order is binding on the Seller only after the Buyer has confirmed its acceptance in writing. A confirmed Order is binding on the Buyer. If the Buyer's request affects with the real possibility of making the goods, the Seller reserves the right to change the technical parameters of the delivered goods. The Seller is obliged to inform the Buyer about this fact immediately.

5. The following data shall be included in the written order confirmation:

a) identification data of the Seller, i.e. business name, registered office, company ID and at least the business name and registered office of the Buyer,

b) Buyer's billing address

c) the date of the Order,

(d) Goods specification - name of the goods according to the catalog, quantity and, where appropriate, their description and requirements for the manufacture and quality of the goods,

- (e) a list of the documentation required for the goods,
- f) the required date, method and place of delivery of the goods,
- g) price of goods (individual items and total price for goods),
- h) the cost of delivery of the goods,
- (i) the total price for goods containing VAT,
- (j) all costs,
- (k) guarantees,
- (l) method of payment,

(m) the list of annexes,

n) signature of the Seller's statutory body and imprint of the Seller's stamp

6. Binding data for the Seller and the Buyer are stated in the written confirmation of the Order sent by the Seller to the Buyer. Written acceptance of the Order

it also contains information such as the Buyer's Order in accordance with the Seller's offer. If a separate written Agreement is concluded between the Seller and the Buyer, the binding data for this party are stated in this Agreement

7. The Seller is not obliged to accept the Order or the Contract. In particular, the Order shall not be accepted if the Order is not signed pursuant to point 5 letter g) of this Article or if the Seller obtains information regarding the Buyer's credibility, which in his opinion is unsatisfactory.

8. If two or more persons are bound by the Buyer, their obligations are joint and several.

9. When canceling an already confirmed Order resp. Of the Contract (hereinafter referred to as the "Contract") shall be charged by the Seller until then incurred and a surcharge of 35% of the value of the ordered goods.

10. The Buyer acknowledges that the Seller is not obliged to examine the Buyer's organizational rules and considers, in accordance with § 16 of the Commercial Code, any employee of the Buyer who has ordered or confirmed the takeover of the goods as its authorized representative.

Article 3

Delivery terms and transfer of risk of damage

1. The delivery of goods shall mean their proper execution and handover to the Buyer. The Seller shall notify the Buyer of the proper manufacture of the goods in writing and shall notify the Buyer of the period within which the Buyer is obliged to take over the goods. Unless the type of delivery terms is explicitly specified in the Contract, the Seller shall be entitled to determine the CPT delivery condition under INCOTERMS 2000. In the event that the purchase price is due before delivery, the Seller shall not be obliged to deliver the goods to the Buyer agreed part credited to the Seller's account.

2. The Seller shall deliver the goods at the place, time and in the manner specified in the Contract. If the Buyer and the Seller fail to agree, the Seller shall deliver the goods to the Buyer at his registered office registered in the Commercial Register or the Trade Register. About delivery of goods speaks delivery note resp. a handover protocol signed by both parties to the Contract.

3. Delivery note, resp. the handover protocol shall contain at least:

a) Contract number,

b) business name, registered office and Comp. Reg. ID number in the case of a legal entity, resp. the name and surname, permanent address and date of birth of the natural person Buyer and Seller,

(c) identification of the goods and relevant documentation,

(d) the transferee (name and surname and function),

(e) the place of delivery of the goods,

(f) the date of receipt of the goods.

4. The time of delivery of the goods may be determined by an exact date or, as the case may be, by a period starting from the date of signature of the Contract. If the time of delivery is set by the time limit, the Seller is entitled to deliver the goods during the whole -time deadline. If the Seller is to deliver to the Buyer goods consisting of several items and the time of delivery of the goods is specified in the Contract within the time deadline, the Seller may deliver the individual items of goods gradually within the given period.

5. The agreed delivery time of the goods is extended by the time during which the Seller could not produce the goods due to obstacles on the part of the Buyer, especially if the Buyer did not provide the necessary cooperation in accordance with the Contract and these GTC. (e.g. supplying the necessary technical information needed to make the goods)

6. The agreed time of production of the goods shall be extended by the time during which the Seller could not produce the goods due to obstacles that could not be foreseen or for which the Seller could not reasonably be expected to be prevented or overcome.





7. Should the goods be delivered before the agreed delivery date, the Buyer shall take it over and the Contracting Parties consider that the goods have been delivered properly and on time. Premature performance by the Seller shall not affect the amount of the agreed price. The agreed delivery times may be adjusted based on the information of the Manufacturer of the Goods or the Carrier within +/- 5 working days. If the ordered goods will be delivered within a modified term according to the previous sentence, it means that the goods were delivered on time.

8. Unless agreed otherwise, the Seller is obliged to hand over the goods for transport and the Buyer is obliged to take over the goods at the place agreed in the Contract.

9. Means of transport, storage, transport instructions:

9.1 The Parties agree that the obligation to mark goods pursuant to § 413 of the Commercial Code is fulfilled by filling in shipping and delivery documents accompanying the goods.

9.2 For the transport of goods, the Seller shall provide appropriate packaging (boxes, metal pallets, wooden gratings). The goods will be packed (provided for transport) in the usual way in the business relations for the transport of the goods under negotiation in Central European weather conditions, unless agreed otherwise.

9.3 The Seller declares that it fulfills all legal obligations pursuant to the Packaging and Waste Act.

10. In the event that the transport is provided by the Seller and the Buyer subsequently decides to arrange for the transport himself, he is obliged to notify the Seller in due time before the specified time of performance, otherwise he is obliged to pay the costs incurred by the Seller.

11. In the case of a special requirement for the packaging of the goods, the Buyer shall be obliged to deliver the necessary packing instructions at least 5 calendar days before the first day of the month in which the goods are to be delivered, unless the contract states otherwise. If this condition is not met, the Seller shall be entitled to ship the goods packaged at its own discretion and charge the Buyer all costs associated with it.

12. If the Seller entrusts the acceptance of the goods to a third party, the Seller shall be obliged to grant the power of attorney or to make available to him a contract for the carriage of goods pursuant to § 610 of the Commercial Code. The Authorized Person is obliged to prove his / her authorization at the request of the Seller. In the event that the person in charge of taking over the goods does not request information on the principles applicable in handling the goods, the Seller shall not be liable for damages caused by an untrained person.

13. Taking delivery back from the Buyer is strictly excluded.

14. Unless agreed otherwise, the obligation to deliver the goods is fulfilled by handing the goods over to the first carrier at the agreed place of delivery, or without specifying the place of delivery for transport for the Buyer to the destination according to shipping instructions in the Contract. The moment of such handover to the first carrier for transport to the Buyer passes the risk of damage, liability for deterioration, accidental damage or loss of goods to the Buyer, unless otherwise agreed.

Article 4 Method of making goods

1. The Seller undertakes to produce and deliver the goods duly and on time with all due care, in accordance with the terms of the Contract, to the extent agreed and agreed by both Parties to the Specification.

2. The Buyer undertakes to provide the Seller with all necessary information and documents necessary for the proper manufacture of goods to the extent according to the mutually agreed Specifications of the goods. If the Buyer fails to fulfill its obligation under the previous sentence within 15 days of the Seller's request, this shall be considered a material breach of the contractual terms and conditions, which entitles the Seller to withdraw from the Contract in accordance with § 345 et seq. Commercial Code. The withdrawal shall take effect upon its delivery to the other Contracting Party with ex Nunc effects.

3. At the Seller's request, the Buyer is obliged to comment on the mutually formed and agreed specification of the goods or to comment on the documents sent to him by the Seller within 2 working days from the date on which the Seller asked him for a statement. If the Buyer breaches the obligation under the previous sentence, it is deemed to have no reservations or additions.

4. Furthermore, the Buyer is obliged to provide the Seller with all necessary cooperation necessary for the manufacture and delivery of the goods. If the Buyer fails to provide such cooperation within 15 days of the Seller's request, the Seller shall be entitled to withdraw from the Contract.

5. Should the Buyer fail to provide the Seller with the necessary cooperation, the Seller shall be entitled to require the Buyer to pay a contractual penalty of 0.05% of the price of the goods for each day of delay in fulfilling this obligation.

6. In the event that the Seller withdraws from the Contract, the Buyer is obliged to pay to the Seller the price of the goods made so far and to pay the costs incurred by the Seller for the existing activities for the production of goods.

Article 5 Price and payment terms

1. The purchase price is governed by the agreement of the Seller and the Buyer and if there is no such agreement, the current prices from the price list of the goods of the Seller, valid at the time of ordering the goods or the price stated in the binding offer of the Seller. Prices are stated exclusive of VAT, denominated in currency, exclusive of fees, insurance and transport, which will be charged separately, usually in the supplier invoice, unless otherwise agreed by the parties. The Buyer is obliged to pay the Seller the price for the goods in the amount agreed in the Contract or in the amount stated in the written acceptance of the Order.

2. The Buyer undertakes to pay the Seller the price for the goods by transfer to the Seller's bank account, based on an invoice issued by the Seller within the period specified therein. The invoice is due within 15 days after the invoice is issued, unless otherwise specified in the Contract. The Seller warns the Buyer that he considers an invoice supplemented by tax requirements (VAT Act) as a tax document. In case of contractually agreed advance payments, the advance will be invoiced in the agreed amount immediately after the conclusion of the Contract.

3. The price for the goods is considered to be paid on the day the payment is credited to the Seller's account. Payment by bill of exchange, cheque or other means than by transfer to the Seller's account is possible only after written consent of the Seller. The discount and other costs are borne by the Buyer and are payable immediately.

4. Pursuant to the provisions of § 473 - 475 of the Commercial Code, the amount of the purchase price may be additionally adjusted if there have been price changes affecting production and transport costs between the conclusion of the Contract and the time of performance. The Buyer must be notified of the proposed change in the purchase price at least 15 calendar days before the invoice is issued.

5. The Seller is entitled to demand advance payment for the purpose of making the goods before the commencement of the goods. The advance is included in the total price for the goods. The adjustment of the amount of the advance shall be subject to the mutual agreement of the Parties and, if this occurs, this shall be specified in the Agreement. If the Buyer fails to pay the Seller an agreed advance payment within the due date, the Seller shall be entitled to change the agreed time of delivery of the goods or temporarily suspend the production of the goods until the Buyer pays the advance payment.

6. In case of inactivity and failure to provide necessary cooperation by the Buyer, the Seller shall produce the goods only according to the Goods Specification provided to it and the Buyer undertakes to pay the Seller the agreed price for the goods. Inactivity by the Buyer is considered to be refusal to cooperate with the Seller for at least 15 calendar days.

7. Any other work requested by the Buyer outside the agreed scope contained in the Specification of the Goods, and in particular the change of the content of the goods resulting from the Specification of the Goods, are not included in the price for the manufacture of goods and these will be subject to separate invoicing by the Seller. Price of other requested works as well as commissioning of goods, or service intervention, etc. shall be the subject of an agreement by both Parties. However, the Buyer acknowledges that all additional and additional costs of the Seller will be fully paid. In the agreed performance of works related to the goods (but separately ordered), the Buyer acknowledges that it will cover all costs, including the costs of travel time, also the waiting time is considered as working time; over-time hours (standard + 50%), night work (from 20:00 to 8:00 standard + 100%), on Sundays and public holidays (standard + 200%), the applicable valid surcharges are charged at least according to the currently valid legislation. Travel, additional expenses and overnight costs will be charged separately.

8. In the event of Buyer's delay in paying the price for the goods, the Seller shall be entitled to apply a contractual penalty of 0.2% of the amount due for each day of delay within 15 days and of 0.5% of the amount due for each day in case of delay 15 days. This is without prejudice to the Seller's claim for compensation for damages incurred by the Seller in delay with payment. Delay of Buyer with payment of due invoice for more than 15 calendar days is considered a substantial breach of contractual conditions, which entitles the Seller to withdraw from the Contract in accordance with the provisions of § 345 et seq. Commercial Code. The withdrawal shall take effect upon its delivery to the other Contracting Party with ex Nunc effects.

9. The Parties agree that if the total amount owed / amount for the delivered goods exceeds the amount / amount determined by the Seller (hereinafter the "credit limit") or if the Buyer has unpaid invoices or their part overdue, the Seller shall be entitled to postpone delivery of goods to the Buyer until the time of proper fulfillment of all obligations of the





Buyer without any breach of the Contract, delay of the Seller with delivery of the goods or establishing the right of the Buyer to withdraw from the Contract. The amount of the credit limit is variable / variable; the Seller shall notify the Buyer of the current credit limit at the Buyer's request / request.

10. The Buyer is not entitled to reduce, condition, assign or offset unilateral payments. Unilateral offsetting is only possible based on a valid decision of the competent court confirming the legitimacy of the Buyer's claims against the Seller. Payments received by the Seller shall be counted first against the Buyer's earliest due and then for the purpose specified in the payment documents.

11. Making a claim does not create the Buyer's right to suspend payment for the delivery of goods. If the Buyer is delayed in paying the purchase price, the Seller shall not have a deadline to remedy the defect of the goods until the full purchase price has been paid. In the event of defective goods, the Buyer shall not be entitled to withhold the part of the purchase price that would correspond to the claim for a discount if the defects were not remedied.

Article 6

Termination and withdrawal from the Contract

1. The contract shall terminate on the date of settlement of all rights, obligations and claims of the contracting parties arising therefrom.

2. Before the period referred to in the preceding paragraph, the Contract may be terminated by agreement of the parties or by withdrawal in accordance with the following paragraph of the GTC.

3. The Seller is entitled to withdraw from the Contract if any of the following occurs:

a) if the Buyer is in default of payment of its monetary obligation to the Seller and will be in delay for more than 15 days after the due date,

b) The Buyer has provided false information or has concealed the essential information which is necessary for the conclusion or duration of the contractual relationship between him and the Seller,

c) substantial changes have occurred in the Buyer's property relations that threaten or adversely affect the fulfillment of obligations towards the Seller,

d) The Buyer repeatedly violates the Agreement despite a written notice,

e) The Buyer has materially breached the Contract or acted in breach of these GTC,

f) if the Buyer is in delay in providing cooperation for more than 15 days,

g) if the Buyer is in delay with the takeover of the goods and will be in delay for more than 15 days after the day when the Buyer was obliged to take over the goods,

i) If the Buyer does not comply with its obligation to provide the Seller with all necessary information and documents necessary for the proper manufacture of the goods to the extent according to the mutually agreed Specification of the goods within 15 days of the Seller's request.

4. Withdrawal from the Contract must be made in writing, stating the reason for the withdrawal. Withdrawal from the Agreement is effective on the day following the date of delivery of the withdrawal to the Buyer.

5. Withdrawal from the Contract shall not affect the existence of the Buyer's obligation to pay to the Seller a contractual penalty and damages incurred in connection with the breach of the Buyer's obligations resulting from the Contract and its components, including these GTC or valid generally binding legal regulations. Similarly, in the event of termination of the Agreement, the Buyer shall reimburse the Seller for all direct and indirect costs incurred by the Seller in connection with the Agreement.

Article 7

Delivery

1. Communication between the Parties shall take place preferably by e-mail.

2. Documents relating to the Contract between the Seller and the Buyer shall be delivered in person, by courier, by post or by electronic means to the addresses specified in the Contract.

3. Personal delivery shall be deemed to be the personal receipt of the document by the contracting party, resp. a person authorized by the Contracting Party to receive documents.

4. If the addressee refuses to accept the document when serving documents by post, the document shall be deemed to have been delivered on the day of refusal to accept it. If the addressee of the document is not reached at the place of its delivery, the document shall be deemed to have been delivered on the third day after its deposit at the post office, even if the addressee does not know of its deposit.

5. If the addressee refuses to accept the document when delivering the document by the courier service, the document shall be deemed delivered on the day of refusal of its receipt. If the addressee of the document is not reached at the place of its delivery, the document shall be deemed to have been delivered on the third day after its delivery to the courier.

6. Documents delivered by e-mail shall be deemed to have been served on the day following that on which it is sent, unless an earlier date of service is proven.

Article 8

Retention of title, quality guarantee, liability for defects, complaints, damages

1. The seller is obliged to produce and deliver the goods properly and on time, especially in the agreed scope and quality.

2. The Buyer shall acquire title to the delivered goods only by full payment of the price for the goods, by paying the receivables which he has against the Seller e.g. fees, damages, contractual penalties, etc. (so-called retention of title).

3. For the avoidance of any doubt, the Seller retains ownership and copyright in technical calculations, drawings, provisional cost estimates, quotations, designs, models and other materials related to the delivery of goods and other material and intangible information - both also in electronic form, which the Buyer could become acquainted with during the execution of the Contract, or which he received without reservation.

4. The Seller provides the Buyer with a guarantee that the goods have properties that make them usable for the agreed, otherwise usual purpose for the period agreed in the Contract (quality guarantee).

5. The warranty period (24 months, unless otherwise specified in the Contract) shall commence from the date of receipt of the goods by the Buyer. If the Buyer is in delay with the takeover of the goods, the warranty period starts from the day when the Buyer was obliged to take over the goods.

6. The Seller shall be liable only for those defects of the goods caused by a breach of his obligations. The seller is not liable for defects and the right to claim the warranty expires in cases of:

a) if the defects were caused by operating conditions which do not correspond to the contractually agreed conditions, resp. conditions specified in the manual or technical documentation of the goods or conditions in which it is usually used, improper or improper use, storage, incorrect assembly, incorrect commissioning, improper operation by the Buyer or third parties, natural wear, improper repairs, faulty or negligent treatment, neglected care, unsuitable equipment, faulty construction works and unsuitable building land, chemical, electrochemical or electrical inputs and influences, unless caused by the Seller, etc.,

b) The Seller shall not be liable in particular for those defects of the goods caused by the delivery of erroneous, misleading, inaccurate and other information or instructions from the Buyer or a third party authorized by the Seller,

c) if the claimed goods were intentionally damaged in any way and by any person,

d) furthermore, the Seller is not liable for any defects that became apparent after the expiry of the warranty period or which were claimed by the Seller after the expiry of the warranty period,

(e) if there has been a breach of the protective seals and stickers that may be affixed to the goods,

f) if defects occurred outside the influence of the Seller, by mechanical damage or other external interventions in the goods or by interventions of third parties or by force majeure,

g) The Buyer is not entitled to claim claims of defects of the goods of which the Seller was informed in writing or orally or at the time of conclusion of the Contract, or of which, having regard to the circumstances in which the Contract was concluded,

h) if the Buyer selects and purchases products from the Seller's range of products from the Seller of his choice and without consulting the Seller, the Seller shall not be liable for any damage to the purchased goods or for any consequential damages (property, engineering, technology, health) caused by inappropriate selection and use of the goods.

7. In the event of unauthorized assertion of defects in the goods (especially if it is proved that the defects of the goods do not exist or were not caused by a breach of the Seller's obligation), the Buyer is obliged to reimburse the Seller for the costs incurred thereby.

8. Complaint

8.1. If the Buyer is in delay with the takeover of the goods, the Seller shall be liable for defects that the goods had at the time when the Buyer was obliged to take over the goods.

2.8 The Buyer is obliged to inspect the goods or arrange their inspection as soon as possible after their receipt in order to check the conformity of the goods with the Contract.

8.3 If the delivered goods have quality or quantity defects, the Buyer is entitled to claim such defects from the Seller. The Buyer is entitled to claim defective goods only in writing.

8.4 If the Buyer discovers any indication of possible damage or loss during transport and handling upon receipt, the Buyer shall record this fact in the consignment note, possibly a record of the condition in which the shipment was delivered and of any other damage and it shall be handed over to the carrier and notified to the Seller. By doing so, the Buyer will ensure a more effective solution of any later complaints and minimize the occurrence of possible damages.





8.5 The Buyer is obliged to claim defects of the quantity of goods in writing within 2 working days after delivery of the goods. Other obvious defects, except for the defect mentioned in the previous sentence, must be notified to the Seller by the Buyer in writing no later than 7 calendar days after receipt of the goods by the Buyer.

8.6 Making a claim

To make a claim, the Buyer must comply with the following procedure:

a) inform the Seller without delay by telephone or by e-mail. The Buyer shall announce the identification of the goods, description of the defect of the goods, time of occurrence of the defect, preliminary cause of the defect,

(b) take immediate necessary measures to prevent the spread of damage,

c) the Buyer is not entitled to continue to use the goods or its defective part after the defect has been found. (note, in the event of a breach of this obligation by the Buyer, the Seller is not liable for consequential defects caused using defective goods or part thereof),

d) after informing the Seller, wait for his instructions,

e) immediately deliver the documents below to the Seller without delay.

8.7 Requirements to be delivered to the Seller in the event of a defect:

a) a detailed Complaint Protocol stating the number of the Contract to which the delivery of the goods relates, specification of the goods, notification of how the defects manifest themselves,

b) photographic documentation of the detail of the defect on the claimed product or, as the case may be, photographic documentation of the site with the claimed product installed,

(c) information on the system in which the product was installed (type of system, operating pressure, test pressure, operating temperature, test temperature, type of medium, etc.),

(d) a copy of the system pressure test record.

8.8 Upon receipt of a complaint in accordance with the above procedure, the Seller shall express its opinion on the justification or ineligibility of the complaint. The Buyer is obliged to provide the Seller with the maximum possible cooperation necessary for a proper examination of these defects, in particular it is obliged to provide the Seller with information on the occurrence of the defects, provide the required explanations, submit the necessary documentation mentioned above.

8.9 The claimed goods will be delivered to the Seller at the Buyer's expense. In the event that the Seller considers the claim as justified, the repaired goods will be delivered to the Buyer at the Seller's expense; in the case of an unjustified complaint, the Buyer shall bear the costs associated with the claim, eventual repair of the goods and its transport.

8.10 The Seller shall remedy at its own expense only those defects for which it is responsible, ie construction, material and manufacturing defects, unless its liability for the defects in question according to legal regulations or according to the GTC or the Contract. If the Seller acknowledges the claim or the defect report as justified, it shall deliver the missing goods to the Buyer if the defect consists in the delivery of a smaller quantity of the goods, in other cases. The choice of the method of removal of the defect (repair, discount from the price or replacement) is the responsibility of the Seller. Selection of the method of removal of defects of goods is available to the Seller, depending on the type of defects claimed.

8.11 The Buyer has no right to remove defects of the goods. Should the Buyer intervene in the goods, the Seller shall also lose all guarantees of the Seller.

8.12 As a rule, the Seller shall provide a discount on the purchase price if he has at least three times been unsuccessfully attempting to remedy the defect by repairing the goods.

8.13 Claims arising from defects of goods by the Buyer against the Seller do not entitle the Buyer to delay payment of the price for the goods.

8.14 The Buyer cooperates with the Seller in handling the warranty claim with maximum effort for the equipment as quickly as possible.

9 If the Seller's performance caused damage and this damage was demonstrably and directly caused by the Seller's fault, the Buyer has the right to claim compensation for directly incurred damage. In any event, the Buyer's claim for damages is limited to an amount of 10 to max. 30% of the value of the Contract or part thereof. Claims for Seller's damages in excess of 30% of the value of the Contract are excluded. Indirect and consequential damages, such as lost profits or costs incurred as a result of a breach of the Seller's obligations, are excluded from the recovery of damages, and thus the Seller shall only cover actual damage to property or health to a limited extent and not lost profits and other indirect and consequential damages. The seller also does not cover damages caused by loss of income, loss of use, capital expenditures or expenses related to production interruption.

10. The total amount of the Seller's fines pursuant to the Contract and these GTC is limited to 10% of the total price of the goods.

11. The Contracting Parties have expressly agreed that the limitation period for the application of contractual penalties is 1 year from the date of the handover of the goods.

12. In the event of the conclusion of a Contract or any cooperation agreement or service, the manufacture and delivery of goods or any part thereof and the intellectual property of the Seller and of any cooperation and contractual relationship, in the event of damage to the Seller and its interests, causing any loss (financial or any other), damage to the good name of the Seller, failure to comply with contractual obligations and lack of cooperation in protecting the interests of the Seller assumes responsibility for such action. Regardless of the person who as the statutory body represented the Buyer, when signing the Contract, if it is established that the Buyer as such caused the adverse situation for the Seller, the Statutory Officer will agree in respect of the Buyer's current representative, with legal sanction in its entirety, that he would have acted in violation of these GTC, the Contract with the Seller signed by him or concluded and breached agreement. Such person also assumes full responsibility for the damage incurred to the Seller

Article 9 Privacy and confidentiality

1. The Buyer (hereinafter referred to as the "Data subject" for the purposes of this Article) acknowledges that by concluding the Contract, the Seller (hereinafter referred to as the "Operator") is entitled to process the Buyer's personal data pursuant to § 13 section 1 letter b) of the Data Protection Act..

2. The responsible person of the Operator is stated at the registered office of the Operator, if it is designated.

3. The purpose of processing the Personal Data of the Data subject by the Operator is the sale and delivery of the Goods to the Data subject by the Operator, conclusion and performance of the Contracts, collection and enforcement of receivables from the Contract. In the case of the consent of the Data subject, the purpose of processing the personal data of the Data subject by the Operator is based on the consent given by the Operator also to send offers and marketing messages to the Data subject.

4. The legal basis for the processing of Personal Data is the fulfillment of the Seller's contractual obligations under the Contract, to which the Data subject is a party (§ 13 section 1 letter b) of the Data Protection Act and the legitimate interest of the Controller (§ 13 section 1 letter f) Data Protection Act), which is based on the interest in proper and complete Contract and eventual assertion of claims of the Operator or third party against the Data subject.

5. The controller will process personal data of the Data subject to the following extent (personal data list): identification data (name and surname, maiden name, titles before and after name, date of birth, Comp. reg. ID, VAT number, registry entries, online identifiers, IP addresses, signatures), contact details (addresses / permanent residence, temporary residence, residence, billing address, delivery address, e-mail address, telephone number, fax number), economic identity data (bank account numbers, tax, accounting, delivery numbers and other documents, payment, debts and payables data), other legal identity data (contract and other legal data, non-financial payables, rights and entitlements data, activity, activity and behavior data, cookie and shopping preference data) and other personal data processed under the law ("Personal Data"). The personal data is not the legal entity's contact details.

6. The period of retention of Personal Data is the time required to assert the claims of the Data subject and / or Operator in legal proceedings determined pursuant to § 387 to 408 of the Commercial Code. respectively, the term of retention of Personal Data is the duration of the Agreement + twenty-four (24) months from the termination of the Agreement, or the last Agreement entered by the parties.

7. The provision of Personal Data is a contractual requirement as well as a requirement for the conclusion of an Agreement between the Operator and the Data subject. The provision of personal data is voluntary.

8. The operator shall not use automated decision making or profiling.

9. The data subject shall have the rights of the data subject under Title II of the Data Protection Act, in particular he shall have the right to information pursuant to § 19 to 21 of the Data Protection Act and notifications of § 22 to 28 and 41 of the Data Protection Act relating to processing, in a concise, transparent, comprehensible and easily accessible form, formulated in a clear and simple manner and provided in writing or by other means and, where appropriate, by electronic means, right of access to your Personal Data, right of rectification of Personal Data, right of erasure (right to be forgotten), right to restrict the processing of Personal Data, right to notify that Personal Data has been corrected, deleted or restricted, right to portability of Personal Data if processing is carried out by consent or contract and is automated means, the right to object to processing personal data processing, the right not to be subject to automated individual decision making, including profiling, the right to withdraw consent to the processing of Personal Data at any time and the right to file a complaint with the Supervisory Authority (Data Protection Office of the Slovak Republic, www.dataprotection.gov.sk); application for the initiation of a data





protection procedure. The scope, limitations and methods of exercising these rights are set out in Title II of the Data Protection Act.

10. The data subject has the right to object to the processing of personal data if they are processed for reasons of public interest, legitimate interest or for the purposes of direct marketing. An objection to the processing of personal data may be made in writing to the Operator.

11. The data subject is entitled to withdraw the consent to the processing of personal data, if the processing of personal data is done only with his consent, in writing to the Operator.

12. Control of personal data processing is carried out by the Office for Personal Data Protection of the Slovak Republic based at Hraničná 4826/12, 820 07 Bratislava - Ružinov. The data subject shall be entitled to initiate proceedings on the protection of personal data to the Office as the supervisory authority.

13. All documentation, such as technical calculations, drawings, provisional cost budgets, quotations, designs, models and other materials related to the delivery of the goods and other material and intangible information - including in electronic form which Buyer may have learned during the execution of the contract, which he has received without confidentiality, and the Buyer shall not be entitled to use, submit, copy and reproduce any materials or documentation related to the goods, nor to make these documents available to third parties without written consent and without . The data in question may only be used by the Buyer solely in connection with the execution of the Contract.

14. At the same time, the Buyer is obliged to maintain confidentiality of all facts which he became acquainted with during the cooperation with the Seller, with the exception of those designated by the Seller for publication. § 17-20 of the Commercial Code apply to the above. If the delivery of the goods is not realized, the Buyer is obliged to immediately send these documents back to the Seller. The Buyer is aware that the purchase of the Seller's goods does not entitle him to use the registered marks, company logo or patents of the Seller or other companies, unless stated otherwise.

Article 10 Force majeure

In the case of circumstances that could not have been foreseen at the time of conclusion of the Contract and which prevent the performance of the Seller's contractual obligations, as well as circumstances that have occurred independently of the Seller's will and affect its performance, extinction of these circumstances. Circumstances excluding Seller's liability include, but are not limited to, natural disasters, wars, civil disturbances, natural disasters, strikes, terrorist attacks, government action, lack or failure of power and materials not caused by the Seller, and other circumstances occurring independently of Seller's will, prevent the Seller from properly performing its obligations and it cannot reasonably be assumed that the Seller would overcome such an obstacle. The duration of the circumstances under this clause excludes, for the period of such circumstances, the Seller's delay in performing its duties.

Article 11 Applicable law and jurisdiction

1. The Contract, these GTC, their interpretation, performance or any breach shall be governed by and construed in accordance with the law in the Slovak Republic as the applicable law.

2. Any disputes that arise or will arise between the Seller and the Buyer under this Agreement in the future or in connection with this Agreement shall be resolved in a matter of fact and locally competent court in the Slovak Republic.

Article 12 Final provisions

1. These General Terms and Conditions are valid and effective as of 01.02.2019.

2. If any provision of the Contract or these GTC becomes invalid or ineffective without the express will of both contracting parties, this shall not affect the validity and effectiveness of other contractual arrangements. The Contracting Parties are obliged to replace such a provision with a new valid and effective provision so as to preserve the economic and legal purpose, which will correspond as much as possible to the purpose pursued by the conclusion of the Treaty.

3. Information, data, data or instructions in whatever form or form that Seller has provided or addressed to Buyer in performance of or in connection with the Agreement are solely for Buyer's needs, are confidential and may not be disclosed or disclosed to third parties without with the express written consent of the Seller, unless such information, data, data or instructions become generally known or if disclosure or disclosure is required by special regulation.

4. During the term of the Contract, the Buyer is obliged to immediately notify the Seller of a change of business name, registered office, residence, Comp. ID, bank connection and other data specified in the Contract or in the Order. The Buyer is obliged to notify the Seller of the fact that bankruptcy / restructuring / execution proceedings have been

initiated against its property and that the Buyer has decided on its cancellation and entry into liquidation. The Buyer is obliged to fulfill the notification obligation according to the previous sentence against the Seller within 15 days from the date on which any of the aforementioned facts occurred, in the form of a written notice delivered within the said 15-day period specified in the 15-day period.

5. The Contract may be amended only by written, ascending numbered amendments, signed by both contracting parties.

6. The Seller reserves the right to unilaterally change the GTC or replace it with a new wording. The Seller shall notify the Buyer of the change to the GTC no later than 30 days before the effective date of their new wording. From the effective date of the new GTCs, these will apply to all contractual relations that are subject to them and which are in force on the effective date.

7. The change of the GTC is not considered a breach of the Contract by the Seller. The change of the GTC does not entitle the Buyer to fulfill its obligations agreed in the Contract as well as the obligations resulting from the new wording of the GTC duly and in time after the new GTC comes into effect.

8. The Buyer is entitled at any time during the term of the contractual relationship to request the provision of a new version of these GTC in paper or electronic form, stating the date of their validity and effect.

9. These GTC are an integral part of the Contract concluded between the Seller and the Buyer. By signing the Order and / or the Contract, the Buyer confirms that he has taken over these GTC from the Seller, read them, understood their contents and agrees with this.

