



General Terms and Conditions of ROEZ, s.r.o. - sale of services

for Contracts and Orders concluded pursuant to 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. with its registered office at Tyršova 2354/2, 934 01 Levice, IČO: 36564303, registered in the Commercial Register of the District Court of Nitra, Section: Sro, File No. : 15235 / N as the Contractor, the seller of services, as a Customer (hereinafter referred to as the "Customer"). The provided services, service interventions, and other activities administered by these GTC are within the meaning of § 536 letter 2 of Act no. 513/1991 Coll. Commercial Code perceived as a work (hereinafter referred to as "services"). 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. in 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. The subject matter of the Contract is the Contractor's obligation to perform the agreed services and at the same time the Client's obligation to take over the performed services and pay the agreed price for their performance.

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 Contractor's written confirmation by which the Contractor accepts the Order submitted by the Client. A scanned E-mail form is considered a written Order and a written acceptance.

2. The order shall contain:

a) business name, registered office, company registration number in case of legal entity and natural person of entrepreneur,

b) VAT ID of the Client, if he is a VAT payer,

c) Service specification - performance requirements (hereinafter referred to as "Specification"),

d) number of copies or CDs,

(e) the required date and place of performance of the services

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

g) the name, surname, place of residence and telephone contact of the person who is authorized to process a specific Order on behalf of the Client,

h) signature of the Statutory Representative of the Client and imprint of the Client's stamp in the case of a legal person, signature of the Client in the case of a natural person.

3. If the Services are to be performed on the basis of a Specification prepared by the Client, the Client is obliged to enclose this Specification with the Order, resp. Contract. Such Specification is binding on the Contractor. Any other Specification (verbally, in writing, by telephone) not included in the Order, resp. in the Contract must be confirmed by the Contractor in writing and is thus binding on the Contractor.

4. The Contractor is entitled to unilaterally add any missing details in the Service Specification necessary for their execution. The Ordering Party is entitled to change the amended Service Specification only with the consent of the Contractor.

5. The Order shall bind the Contractor only after it has confirmed in writing to the Client its acceptance. A confirmed Order is binding for the Client.

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

a) the Contractor's identification data, i.e. business name, registered office, company identification number and identification data of the Client pursuant to point 2 letter a) and b) of this GTC,

b) Customer's billing address,

c) the date of the Order,

d) the exact Service Specification,

(e) number of copies or CDs

(f) place of performance of services,

(g) the price for the provision of services (individual items and total price);

h) costs for the execution of services, if the services are not realized with the Client,

(i) the total price for VAT services,

(j) all costs,

k) method of handover of services, if the services are not performed by the Client,

l) method of payment, deadline for services,

m) signature of the Contractor's statutory body and imprint of the Contractor's stamp.

7. For the Contractor and the Client the binding data are stated in the written acceptance of the Order sent by the Contractor to the Client. If a separate written Contract is concluded between the Contractor and the Client, the data stated in this Contract shall be binding on its participants, even if these are different from

the data stated in the written acceptance of the Order sent by the Contractor to the Client.

8. The Contractor is not obliged to place an Order or accept the contract. In particular, the Order shall not be accepted if the Order is not signed pursuant to point 6 letter g) of this Article or if the Contractor obtains information regarding the credibility of the Client, which in his opinion is unsatisfactory.

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

10. When canceling an already confirmed Order, resp. The Contractor shall charge the costs incurred up to that date, damages and a surcharge of 35% of the value of the services.

Article 3

Time and place of performance of services

1. The performance of the Services shall mean their proper execution and takeover by the Client. The Contractor shall notify the Client in writing of the due termination of services and shall notify the Client of the period within which the Client is obliged to take over the services performed. This period shall not be less than 5 days from the date of receipt of the notification.

2. The Contractor shall perform the services at the place, time and in the manner specified in the Order, resp. Contract. Subsequently, a protocol on the handover of services, signed by both parties to the Contract, will be written.

3. The transfer of services protocol shall contain at least:

a) Contract / Order 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 of the buyer and of the seller,

(c) identification of services and number of copies, where appropriate; CDs

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

(e) the place of performance of the services,

(f) the date of receipt of the services.

4. The time of execution and handover of services may be determined by an exact date, or a period starting from the date of confirmation of the Order, resp. signing of the Contract. If the delivery time is set by the deadline, the Contractor shall be entitled to perform the services during the whole period. If the Contractor is to carry out services for the Client that consist of several items and the time of execution of services is set by the deadline, the Contractor may execute the individual items gradually within the given period.

5. The agreed time for the execution of services shall be extended by the time during which the Contractor could not perform the service due to obstacles on the part of the Client, especially if the Client did not provide the necessary cooperation in accordance with the Order resp. the Contract and these GTC. (e.g. supplying necessary technical information necessary for the implementation of services)

6. The agreed time for the execution of the services shall be extended by the time during which the Contractor could not perform the service due to obstacles that could not be foreseen or for which the Contractor could not reasonably be expected to be prevented or overcome by the Contractor.

7. The Contractor is entitled to realize the services before the agreed time. Early performance by the Contractor shall not affect the amount of the agreed price.

8. The Contractor is obliged to realize the services and the Customer is obliged to take over the services at the place agreed in the Order, resp. Contract.

9. For further purposes of these GTC, the Order and the Contract shall be called uniformly the "Contract".

Article 4

Method of implementation of services

1. In performing the services, the Contractor shall proceed independently and shall not be bound by the Client's instructions when determining the manner of performing the services, unless he expressly undertakes to comply with them.

2. The Contractor undertakes to execute the Services in a due and timely manner with the use of all professional care, in accordance with the conditions arising from the Contract, to the extent according to the agreed Specification.

3. The Client undertakes to provide the Contractor with the information and documents necessary for the proper execution of services to the extent specified in the Service Specification in the appropriate quality and in the shortest possible time. If the Client fails to fulfill its obligation under the





previous sentence, this shall be considered a material breach of the Contract for the statement. If the Customer breaches the obligation under the contractual conditions, which entitles the Contractor to withdraw from the Contract in accordance with the provisions of § 345 et seq. Commercial Code. In the event that the services are performed with the Client, the Client is obliged to allow and endure the performance of the actions necessary for the proper execution of the services. At the same time, the Client is obliged to provide the Contractor's employees with the connection to the electric services provided so far or to comment on the documents sent to it by the Contractor within 5 working days from the day when the Contractor invited the Client fails to fulfill any of these obligations,

4. The Contractor is obliged, at the Contractor's request, to comment on the documents sent to it by the Contractor within 5 working days from the day when the Contractor invited the Client fails to fulfill any of these obligations, entitled to postpone the still unfulfilled deliveries of services to the Client until all obligations of the Client have been properly fulfilled without any breach of the Contract, delay of the Contractor in delivery of services or establishing the Client's right to withdraw from the Contract. The amount of the credit limit is variable / variable; the Contractor shall notify the Client of the current amount of the credit limit upon its application / request.

6. Should the Customer fail to provide the Contractor with the necessary cooperation, the Contractor shall be entitled to require the Customer to pay a contractual penalty of 0.05% of the total price of services for each day of delay in fulfilling this obligation.

7. If the Contractor within the meaning of Article VI, point 3 of these GTC withdraws from the contract, the Client is obliged to pay the Contractor the price of the services performed so far and to pay the costs incurred by the Contractor for activities in the implementation of services.

8. The transfer of the risk of damage to the realized services shall pass from the Contractor to the Customer on the day of taking over the services by the Customer. In the event that the Customer is in delay with the takeover of the services, the risk of damage to the services passes to the Customer on the day when the Customer was obliged to take over the services.

Article 5 Price and payment terms

1. The Client shall pay the Contractor the price for services in the amount agreed in the Contract. The Contractor shall be entitled to payment of the agreed price by proper implementation and delivery of services.

2. The Client undertakes to pay the Contractor the price for the performance of services by transfer to the Contractor's bank account, based on an invoice issued by the Contractor within the period specified therein.

3. The price for services shall be deemed paid on the day the payment is credited to the Contractor's account.

4. The Contractor shall be entitled to demand an advance payment of 50% of the price of the Services for the purpose of the implementation of the Services prior to the commencement of the Services. The advance is included in the total price for the implementation of the services. The parties declare that the amount of the advance is reasonable, agreed in certain terms, does not appear to be excessive or agreed in contravention of good morals.

5. In the event of inactivity and failure to provide the necessary cooperation by the Client, the Contractor shall execute the services only according to the Service Specification provided to him and the Client undertakes to pay the Contractor the agreed price for the services. Refusal of cooperation with the Contractor for at least 10 calendar days shall be considered as inaction by the Client.

6. Any other work requested by the Client outside the agreed scope contained in the Service Specification, in particular change of content and implementation of services resulting from the Service Specification, updating or modification of services, are not included in the price for performance of services and these will be subject to separate invoicing by the Contractor. The price of the additional works requested under the preceding sentence shall be the subject of an agreement between the Parties. The Client may agree with the Contractor e.g. on non-standard performance of services e.g. early completion. However, the Client acknowledges that all other and additional costs of the Contractor shall be fully paid. This is mainly the reimbursement of travel time, 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%) or the applicable valid surcharges are charged at least according to the current valid legislation. Travel, additional expenses and overnight costs will be charged separately.

7. In the event of the Client's delay in paying the price of services, the Contractor shall be entitled to apply a contractual penalty of 0.2% of the amount due for each day of delay. This is without prejudice to the Contractor's claim for compensation of damages incurred by the Client's delay in payment. The default of the Client with the payment of the due invoice for more than 14 calendar days is considered a substantial breach of the contractual conditions, which entitles the Contractor to withdraw from the Contract in accordance with the provisions of Section 345 et seq. Commercial Code. The withdrawal shall take effect upon its delivery to the other Contracting Party with ex nunc effects.

8. If the Client fails to pay the Contractor an agreed advance payment for the payment of the price of services within the due date, the Contractor shall be entitled to change the agreed time of performance of services or temporarily suspend the performance of services until the Customer pays the advance.

9. The Parties agree that if the total amount owed / amount for the services rendered exceeds the amount / amount (if any) determined by the Contractor (hereinafter referred to as the "credit limit") or if the Customer has unpaid invoices or part thereof overdue, shall be

entitled to postpone the still unfulfilled deliveries of services to the Client until all obligations of the Client have been properly fulfilled without any breach of the Contract, delay of the Contractor in delivery of services or establishing the Client's right to withdraw from the Contract. The amount of the credit limit is variable / variable; the Contractor shall notify the Client of the current amount of the credit limit upon its application / request.

10. The Customer shall not be entitled to reduce, condition or offset unilateral payments. Unilateral offsetting is only possible on the basis of a valid decision of the competent court confirming the legitimacy of the Client's claims against the Contractor.

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 Contractor is entitled to withdraw from the Contract if any of the following occurs:

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

b) the Client has provided false information or withheld the essential information necessary for the conclusion or duration of the contractual relationship between him and the Contractor,

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

d) The Client repeatedly violates the Contract despite written notice,

e) the Client has substantially breached the Contract or acted in breach of these GTC,

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

g) if the Client is in delay with the takeover of services, while in the delay for more than 15 days after the day when the Client was obliged to take over the services.

4. Withdrawal from the Contract must be made in writing, stating the reason for the withdrawal. The withdrawal from the Contract shall become effective on the day following the date of delivery of the withdrawal to the Client.

5. Withdrawal from the Agreement shall not affect the existence of an obligation to pay the other party a contractual penalty and compensation for damages incurred in connection with a breach of obligations under the Agreement and its components, including these GTC or the generally binding legal regulations.

Article 7 Delivery

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

2. Documents relating to the Contract between the Contractor and the Customer 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 delivered on the third day from 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, liability for defects, quality guarantee, damages

1. The Contractor is obliged to execute the services properly and on time, especially in the agreed scope and quality.





2. If it is practically and legally possible that it is possible to acquire title to the services rendered in the given case, the Client shall acquire such title to the services rendered only by full payment of the price for services; fees, damages, contractual penalties, etc. (so-called retention of title). For the avoidance of doubt, the Contractor retains ownership and copyright in technical calculations, drawings, provisional cost estimates, quotations, designs, models and other documentation related to the performance of the Services without reservation until the full price of the Services has been paid. . The Client is not entitled to use, submit, copy and reproduce any materials or documentation related to the implementation of the Services, nor is it entitled to make these documents available to third parties without written consent without the Seller's license granted to the Client on the day of full payment. If the order is not executed, the Client is obliged to immediately send these documents back to the Contractor.

3. The Contractor shall be liable for defects of services that have been performed at the time of their handover to the Customer. In the event that the Client is in delay with the takeover of the Services, the Contractor shall be liable for defects that had the Services at the time when the Customer was obliged to take over the Services. (e.g. out-of-date services in terms of more recent legislation)

4. The Customer is obliged to inspect the services or arrange for their inspection as soon as possible after their acceptance in order to check the conformity of the services with the Contract. If such defects are discovered during the inspection, the Client is obliged to immediately notify the Contractor of these defects in writing, but no later than within 10 days of receipt of the services, otherwise the Client's right to claim claims from these defects of services expires.

5. The Contractor provides the Client with a guarantee that the Services (with respect to a change in legislation affecting the nature of the Services) have characteristics that make them applicable to the agreed, otherwise usual purpose for the period agreed in the Contract (Quality Guarantee).

6. The warranty period (12 months, unless agreed otherwise in the Contract) starts from the date of receipt of services by the Client. In the event that the Client is in delay with the takeover of the services, the warranty period starts from the day when the Client was obliged to take over the services.

7. After finding a defect in the Services, the Customer is not entitled to use the object on which the services were performed or to continue to use the defective part thereof. In the event of a breach of this obligation by the Client, the Contractor shall not be liable for any subsequent defects of the object caused by its use.

8. The Contractor shall only be liable for any defects in services caused by a breach of his obligations.

9. The Contractor shall not be liable, in particular, for any defects in the Services which were caused by the delivery of erroneous, misleading, inaccurate and other information or instructions from the Client or a third party authorized by the Client. Furthermore, the Contractor shall not be liable for out-of-date services with respect to legal regulations governing its origin and use, if the change in legislation occurred after the protocol takeover of services. (regardless of warranty period)

10. The Customer shall not be entitled to claim claims from defects in services of which the Contractor was informed in writing or orally or at the time of conclusion of the Contract or of which he had to be aware of the circumstances under which the Contract was concluded.

11. In case of unauthorized assertion of claims from defects of services (especially if it is proved that the defects of services do not exist or were not caused by a breach of the Contractor's obligation), the Client is obliged to reimburse the Contractor for the costs incurred thereby.

12. Claims arising from defects in services by the Client against the Contractor shall not entitle the Client to late payment of the price for services.

13. The Customer is obliged to provide the Contractor with the assistance necessary for a proper examination of these defects, in particular to provide him with information on the occurrence of defects, to provide the required explanations, to submit the necessary documentation.

14. If the Contractor's performance caused damage and this damage was demonstrably and directly caused by the fault of the Contractor, the Client has the right to claim compensation of directly incurred damage. In any event, the claim for damages of the Client shall be limited to an amount of between 10 and max. 30% of the value of services or parts thereof. Claims for damages exceeding the amount corresponding to 30% of the value of the Contract are excluded.

15. In the event of a claim for damages as a result of a defect in services, the burden of proving the fault shall lie with the Client.

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

17. The Contracting Parties have expressly agreed that the limitation period for the application of contractual penalties is 1 year from the protocol transfer of services.

18. In the event of conclusion of the Contract or any cooperation agreement or service, performance of any part of the Services, provision of intellectual property of the Contractor and of any cooperation and contractual relationship, the statutory or person authorized to act on behalf its interests, causing any loss (financial and any other), damage to the goodwill of the Contractor, failure to comply with contractual obligations and lack of cooperation in the protection of the Contractor's interests shall assume responsibility for such acts of a legal entity or physical customer. Regardless of the person who represented the Client as the statutory body, at the signing of the Contract, if it is proved that the Client as such caused the unfavorable situation for the Contractor, the Statutory Officer will agree that current representative of the Client with legal sanction in its entirety, would have acted in violation of these GTC, a contract signed by him with the Contractor, or a concluded and breached agreement. Such person also assumes full responsibility for such damage to the Contractor.

Article 9

Privacy and confidentiality

1. The Client (hereinafter referred to as the "Data subject") acknowledges that by concluding the Contract, the Contractor (hereinafter referred to as the "Operator") is entitled to process the Client'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 to sell the services to the Data subject by the Operator, concluding and fulfilling the Contracts, collecting and enforcing the receivables from the Contract. In the case of the consent of the Data subject, the purpose of the processing of the 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) of the Data Protection Act), which is based on the interest in the proper and full application of the Agreement and in the eventual claim of the Operator or a third party against the Data subject.

5. The controller will process personal data of the Data subject in the following scope (personal data list): identification data (name and surname, maiden name, titles before and after name, date of birth, Comp. Reg. ID, VAT number, registrations, 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, debt and liability data), other legal identity data (data from contact and other legal acts, data on non-financial obligations, rights and entitlements, data on activities, activities and behavior, data from cookies and purchasing preferences) and other personal data processed under the law (hereinafter referred to as "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 / 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 into 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 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 to the Supervisory Authority (Data Protection Office of the Slovak Republic, www.dataprotection.gov.sk) and 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 with its registered office 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 documentation related to the execution of the service, and other tangible and intangible information - including in electronic form which the Client may have learned during the execution of the contract, or which it has received is without confidentiality and the Client is not authorized 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 relevant data may be used only by the Client and exclusively in connection with the execution of the Contract.

14. At the same time, the Client is obliged to maintain confidentiality of all facts which he / she has become acquainted with during the cooperation with the Contractor, except for those designated by the Contractor for publication. § 17-20 of the Commercial Code apply to the above. If the services are not realized, the Client is obliged to immediately send these documents back to the Contractor. The Client is aware that the performance of the Services by the Contractor does not entitle the Contractor to use the registered marks, company logo or patents of the Contractor or other companies, unless stated otherwise.

Article 10

Applicable law and jurisdiction

1. The provisions of the Contract shall be governed by Act No. 513/1991 Coll. Commercial Code, as amended, and other generally binding legal regulations of the Slovak Republic.

2. All disputes arising between the Contractor and the Customer or arising out of this Contract in the future or in connection with this Contract shall be settled by the competent and local court in the Slovak Republic.

Article 11

Force majeure

In the case of circumstances that could not have been foreseen at the time of the conclusion of the Contract and which prevent the execution of the Contractor's contractual obligations, as well as circumstances which occurred independently of the Contractor's will and have an impact on the fulfillment of its obligations, exclude the Contractor's delay in fulfilling its obligations until such circumstances cease to exist. Circumstances excluding the responsibility of the Contractor include in particular natural disasters, wars, civil unrest, natural disasters, strikes, terrorist attack, measures of state authorities, lack or failure of the supply of electricity and materials not caused by the Contractor and other circumstances occurring independently of the Contractor's will, prevent proper performance of the Contractor's obligations and it cannot reasonably be assumed that the Contractor would overcome such an obstacle. The duration of the circumstances under this clause shall preclude, for the duration of such circumstances, any delay in the Contractor's performance of his obligations.

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 provided by the Contractor or addressed to the Client in the performance of the Contract or in connection with the Contract are intended solely for the Client's needs, are confidential and may not be disclosed or provided to with the express written consent of the Contractor, 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 Client is obliged to notify the Contractor without delay of a change in the business name, registered office, residence, Reg. company ID, bank connection and other data specified in the Contract. The Client shall notify the Contractor of the fact that bankruptcy / restructuring / execution proceedings have been initiated for its assets and that the Client has decided on its cancellation and entry into liquidation. The Client is obliged to fulfill the reporting obligation according to the previous sentence against the Contractor within 15 days from the date when any of the above mentioned 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 Contractor reserves the right to unilaterally change the GTC or replace it with a new wording. The Contractor shall notify the Customer 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. A change of the GTC shall not be considered a breach of the Contract by the Contractor. The change of the GTC does not entitle the Client, after the new version of the GTC comes into effect, for this reason not to fulfill properly and timely its obligations agreed by the Contract as well as the obligations arising for it from the new wording of the GTC.

8. The Customer 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, together with the date of their validity and effectiveness.

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

