



**General Terms and Conditions of ROEZ, s.r.o. for the sale of services and works of divisions ROEZ engineering, ROEZ STRESS ANALYSES, ROEZ Quality**

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 Nitra, Section: Sro, File No.: 15235 / N as the Contractor (hereinafter referred to as the "Contractor") and the other party as the Customer (hereinafter referred to as "Customer"). The provided services 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 of the Contract is the Contractor's obligation to perform and hand over the agreed services and at the same time the Client's obligation to take over the services rendered and to 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 on which both Parties sign a written copy of the Agreement; 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) Work Specification - Requirements for Performance and Quality of Services (hereinafter referred to as "Specification"),
- d) number of copies or CDs,
- e) required date and place of delivery of the work,
- 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 the 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 work is 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. to the Treaty. Such Specification is binding on the Contractor. Any other Specification (verbally, in writing, by telephone) not included in the Order, resp. The Contract must be confirmed in writing by the Contractor and is thus binding on the Contractor.

4. Any missing details in the Specification necessary for the construction of the work is entitled to unilaterally supplement the Contractor. The Ordering Party is entitled to change the Work Specification thus supplemented 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. business name, registered office, company identification number and

- identification data of the Client according to point a) and b) of this GTC,
- b) Customer's billing address,
- c) date of order,
- d) exact specification of the work,
- (e) number of copies or CDs
- f) place of performance of the work,
- g) the price for performance of the work (individual items and total price for the work),
- h) costs of delivery of the work if the work is not performed by the Client,
- (i) the total price for the VAT work,
- (j) all costs,
- k) method of delivery of the work, if the work is not performed by the Client,
- l) method of payment, date of delivery of the work,
- 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 specified in this Contract for Work 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 Work.

**Article 3**

**Time and place where the work was performed**

1. Performance of the Work shall mean its proper termination and handover to the Client. The Contractor shall notify the Client in writing of the due termination of the work and shall notify the Client of the period within which the Client is obliged to take over the work. This period shall not be less than 5 days from the date of receipt of the notification.

2. The Contractor shall deliver the work at the place, time and in the manner specified in the Contract, resp. in the order. The handover protocol, signed by both participants, will be written on the delivery of the work.

3. The handover protocol shall include at least:

- a) Contract / Order number
- b) business name, registered office and ID number in the case of a legal entity, or name and surname, permanent address and date of birth in the case of a natural person of the Client and the Contractor,
- c) identification of the work and number of copies, if necessary; CDs
- (d) the transferee (name and surname and function);
- e) place of delivery of the work,
- (f) the date of receipt of the work.

4. The time of delivery of the work may be determined by an exact date, or a period starting from the date of signing the Contract, resp. Order. If the delivery time is set by the deadline, the Contractor shall be entitled to deliver the work for the whole of this deadline. If the Contractor is to deliver to the Customer a work consisting of several items and the time of delivery of the work is determined by the deadline, the Contractor may deliver the individual items of the work gradually within the given period.

5. The agreed time of performance of the work is extended by the time during which the Contractor could not perform the work due to obstacles on the part of the Client, especially if the Client did not provide the necessary cooperation in accordance with the Contract, resp. Order and these GTC. (e.g. supplying the necessary technical information needed to create a work)

6. The agreed execution time of the work is extended by the time during which the Contractor could not perform the work





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 execute the Work even before the agreed time. Premature performance by the Contractor shall not affect the amount of the agreed price.

8. The Contractor is obliged to hand over the work and the Client is obliged to take over the work at the place agreed in the Contract, resp. Order.

9. Unless otherwise stated in the Contract, the place of production and handover of the Work shall be the Contractor's office premises at:

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

#### **Article 4**

##### **Process of making the work**

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

2. The Contractor undertakes to execute the work duly and on time with all professional care, in accordance with the conditions arising from the Contract, to the extent specified in the agreed Specification.

3. The Client undertakes to provide the Contractor with the information and documents necessary for the proper execution of the Work to the extent specified in the Work 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 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.

4. The Customer is obliged, at the Contractor's request, to comment on the parts of the work so far made or to comment on the documents sent to it by the Contractor within 5 working days from the day when the Contractor invited him for the statement. In the event that the Customer breaches the obligation under the previous sentence, it shall be deemed to have no reservations or additions.

5. In the event that the work is made by the Client, the Client is obliged to allow and endure the performance of tasks necessary for the proper execution of the work. At the same time, the Client is obliged to provide the Contractor's employees with a connection to the electric current, to the Internet, and to ensure adequate working conditions (table and chair) and access to sanitary facilities. If the Client fails to fulfill any of these obligations, the Contractor shall be entitled to withdraw from the Contract under the terms of Article VI point 3 of these GTC.

6. In the event that the Client fails to provide the Contractor with the necessary cooperation, the Contractor shall be entitled to require the Client to pay a contractual penalty of 0.05% of the price of the work 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 work performed so far and to pay the costs incurred by the Contractor for the existing activities for the execution of the work.

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

#### **Article 5**

##### **Price and payment conditions**

1. The Client shall pay the Contractor the price for the work in the amount agreed in the Contract or in the amount stated in the written acceptance of the Order. The Contractor shall be entitled to payment of the agreed price by proper execution and delivery of the Work.

2. The Client undertakes to pay to the Contractor the price for the execution of the work by transfer to the bank account of the Contractor on the basis of an invoice issued by the Contractor within the period specified therein.

3. The price for the work 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 Work for the purpose of performance of the Work before the work commences. The advance is included in the total price for the work. The Parties declare that the amount of the advance is reasonable, agreed in certain terms, does not appear to be disproportionately high or negotiated contrary to good morals.

5. In case of inactivity and failure to provide the necessary cooperation by the Client, the Contractor shall produce the work only in accordance with the Specification of the work provided to him and the Client undertakes to pay the Contractor the agreed price for the work. 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 Work Specification, and in particular the change of the content of the Work arising from the Work Specification, updating or modification of the Work, shall not be included in the Work Performance Price. 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 the work e.g. early completion. However, the Client acknowledges that all additional 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; overtime 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 the Work, 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 § 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 agreed advance to the Contractor for the payment of the price of the work within the due date, the Contractor shall be entitled to change the agreed time of performance of the work or temporarily interrupt the performance of the work.

9. The Parties agree that if the total amount owed / amount for the delivered work exceeds the amount / amount determined by the Contractor (hereinafter referred to as the "credit limit") or if the Customer has unpaid invoices or their part overdue, the Contractor is entitled to postpone delivery of the work to the Client until the due fulfillment of all obligations of the Client without the breach of the Contract, delay of the Contractor with the delivery of the work or establishing the right of the Client 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 request / 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 monetary 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 with the provision of cooperation for more than 15 days,
  - g) if the Client is in delay with the takeover of the work and will be in delay for more than 15 days after the day when the Client was obliged to take over the work.
4. Withdrawal from the Contract must be made in writing, stating the reason for the withdrawal. Withdrawal from the Contract is 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 Client 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 shall be obliged to perform the Work properly and on time, especially in the agreed scope and quality.
2. The Client shall acquire the title to the work performed only by the full payment of the price for the work, by paying the receivables it has against the Contractor for example, 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 execution of the work, without reservation until the price for the work is fully paid. The Client is not entitled to use, submit, copy and reproduce any materials or documentation related to the performance of the work, nor is it entitled to make these documents available to third parties without written consent without granting a license from the Contractor. 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 the Work that the Work has at the time of its handover to the Customer. In the event that the Client is in delay with the takeover of the work, the Contractor shall be liable for defects that the work had at

- the time when the Client was obliged to take over the work. (e.g. out-of-date work under more recent legislation)
4. The Client is obliged to inspect the work or arrange its inspection as soon as possible after its acceptance in order to check the conformity of the work with the order. If any defects of the work are found during this inspection, the Client is obliged to notify the Contractor without delay of such defects in writing, but no later than within 10 days of receipt of the work, otherwise the Client's right to claim claims from these defects of the work shall expire.
  5. The Contractor shall provide the Client with a guarantee that the work (with regard to a change in legislation affecting the nature of the work) has properties that make it applicable to the agreed, otherwise usual purpose for the period agreed in the Contract (quality guarantee).
  6. The warranty period (24 months) commences from the date of acceptance of the work by the Client. In the event that the Client has been in delay with the takeover of the work, the warranty period starts from the day when the Client was obliged to take over the work.
  7. After the defect is discovered, the Client is not entitled to use the work or its defective part. In the event of breach of this obligation by the Client, the Contractor shall not be liable for subsequent defects caused by the use of the defective work or its part.
  8. The Contractor shall be liable only for those defects of the work that were caused by a breach of its obligations.
  9. The Contractor shall not be liable, in particular, for any defects in the work that 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 the out-of-date work with respect to the legislation governing its origin and use, if the change in legal regulations occurred after the protocol takeover of the work. (regardless of warranty period)
  10. The Client shall not be entitled to assert claims arising from defects of the work 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 the event of unauthorized assertion of claims arising from defects of the work (especially if it is proved that the defects of the work do not exist or were not caused by a breach of the Contractor's obligation), the Client is obliged to reimburse the Contractor for costs incurred thereby.
  12. Claims arising from defects in the Work by the Client against the Contractor shall not entitle the Client to delay payment of the price for the work.
  13. After claiming the defects of the work, the Client is obliged to provide the Contractor with the assistance necessary for the proper examination of these defects, in particular it is obliged to provide him with information on the occurrence of defects, provide the required explanations, 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 representing 10 to 30% of the value of the work or part thereof. Claims for damages of the Client exceeding the amount corresponding to 30% of the value of this work are excluded.
  15. In the event of a claim for damages as a result of a defect in the Work, the burden of proof regarding the determination of 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 Work.
  17. The Parties have expressly agreed that the limitation period for the application of contractual penalties is 1 year from the protocol handover of the work.
  18. In the event of the conclusion of the Contract or any cooperation agreement or service, the execution of any part of the work or the whole, the intellectual property of the Contractor and any cooperation and the establishment of the contractual relationship, the statutory or person authorized to act on behalf of the Client agrees damage to the Contractor and its interests, causing any loss (financial and any other), damage to the reputation 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 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 or the current representative of the Client with legal sanction in its entirety, will agree that he 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 policy 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 is the sale of services, resp. of the Work 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 § 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 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 the name, date of birth, Comp. Reg ID, VAT number, registrations, online identificatory, 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 Sections 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, if necessary, 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, the right that the Data subject shall not 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 (Personal Data Protection Office of the Slovak Republic, [www.dataprotection.gov.sk](http://www.dataprotection.gov.sk)) and a motion to initiate personal data protection proceedings. 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 documentation related to the execution of the service, and other material 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, with the exception of 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 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 preclude the execution of the Contractor's contractual obligations, as well as circumstances which occurred independently of the Contractor's will and affect its performance, exclude the Contractor from extinction of these circumstances. Circumstances excluding the responsibility of the Contractor include in particular natural disasters, wars, civil unrest, natural disasters, strikes, terrorist attack, measures taken by state authorities, lack or failure of supplies of electricity and materials not caused by the Contractor and other circumstances that occur independently of the Contractor's will prevent the Contractor from properly performing his duties 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, Company registration no, bank connection and other data specified in the Contract. The Client is obliged to notify the Contractor of the fact that bankruptcy / restructuring / execution proceedings have been initiated against its assets.

and also, 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.

