
General Terms and Conditions - Industrial Production Technologies

These general terms and conditions regulate, by Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code"), contractual obligations in matters of performance of work, works or services arising between MTS, spol. s r.o., Krivá 53, 027 55, Krivá, Slovak Republic, ID No.: 36 001 368, VAT No.: 2020426045, VAT No.: SK2020426045, registered at the Commercial Register of the District Court of Žilina, Section: Sro, Insert No.: 3318/L (hereinafter referred to as the "Contractor") as the Contractor and the Client with whom the Contractor concludes the Contract (hereinafter referred to as the "Client").

Article I. Definitions

- 1.1 The Contractor is the company MTS, spol. s r.o., Krivá 53, 027 55, Krivá, Slovak Republic, ID No.: 36 001 368, VAT No.: 2020426045, VAT No.: SK2020426045, registered at the Commercial Register of the District Court of Žilina, Section: Sro, Insert No.: 3318/L.
- 1.2 The Client is a legal entity or a natural person-entrepreneur who orders the work for his business. An entrepreneur is, in particular, a person registered in the commercial register or the trade register; a person who operates a business on the basis of a trade licence; a person who operates a business on the basis of a licence other than a trade licence according to special regulations. The entrepreneur is governed by these terms and conditions to the extent that they apply to him and by the Commercial Code.
- 1.3 These General Terms and Conditions are an integral part of any contract concluded between the Contractor and the Client. If the contract regulates the rights and obligations of the parties differently from these General Terms and Conditions, the regulation of the rights and obligations of the parties in the contract shall prevail. These General Terms and Conditions shall apply in priority in the event of a conflict with the Client's General Terms and Conditions. The application of the Client's general terms and conditions or any other terms and conditions is expressly excluded, unless the parties agree otherwise in writing. Any reference to other terms and conditions of sale, purchase, delivery or any other terms and conditions on the Client's documents (including references on the Client's Purchase Orders or any correspondence or communications of the Client) shall be legally ineffective and shall not bind the Contractor. It does not take precedence over or have any influence or effect on the content of the rights and obligations of the contracting parties arising from the contract under clause 1.4, regardless of whether the Contractor signs such a document. The Client undertakes not to make any reference to any other terms and conditions of sale, purchase, delivery or otherwise on documents relating to or in any way connected with the Contract under clause 1.4.
- 1.4 A contract means:
 - a) A contract for work which is concluded by sending a written confirmation of receipt of the order by the Contractor to the Client. In this case, the proposal for the conclusion of the contract is the order addressed by the Client to the

Contractor and the written acknowledgement of receipt of the order is the acceptance of the proposal. By sending the order to the Contractor, the Client confirms that he has accepted the Contractor's quotation and has also read these General Terms and Conditions.

- b) A written contract for the work concluded in documentary form, which is concluded at the moment of signing the contract for the work by the Client and the Contractor. By signing the contract, the Client confirms that he has read these General Terms and Conditions of the Contractor.
- 1.5 The work is the equipment made in accordance with the contract referred to in point 1.4, the conclusion of which is preceded by the procedure referred to in point 2.1.

Article II.

Conclusion of the contract

- 2.1 The contract is concluded on the basis of pre-contractual negotiations, the procedure of which is as follows:
- a) The Client addresses the Contractor with the assignment for the work and the specification of the work (e.g. number of pieces, technical drawings, documents, information on the work, etc.),
 - b) The Contractor shall prepare a quotation on the basis of the Client's assignment and send it to the Client,
 - c) Once the quotation has been sent, negotiations will take place between the parties on the work itself and the price for the work. If the parties come to an agreement during the negotiations, the Client issues an order with the agreed price for the work on the basis of the quotation under (b), which shall be sent to the Contractor,
 - d) The moment of conclusion of the contract is governed by clause 1.4 of these General Terms and Conditions,
 - e) The conclusion of the contract between the Client and the Contractor creates mutual rights and obligations defined by the contract and these General Terms and Conditions. In the event that a works contract is concluded between the Client and the Contractor pursuant to clause 1.4 b), the provisions of the contract of work which regulate the rights and obligations of the Client and the Contractor differently from the General Terms and Conditions shall prevail over these General Terms and Conditions.
- 2.2 The assignment, quotation, order and order confirmation must be in writing in the form of a letter or e-mail. The order may also be made through the Contractor's ordering portal (e.g. ARIBA, eProcurement, etc.).
- 2.3 The Client is not entitled to cancel an order without the Contractor's prior written consent after the Contractor has confirmed the order in writing.

Article III.
Subject of the contract

- 3.1 The subject of the contract is the Contractor's obligation to complete the Work specified in the contract for the Client, within the agreed timeline and price as stated in the contract. The Client is obligated to accept the completed Work and pay the agreed-upon price.
- 3.2 The Contractor shall carry out the Work at his own expense and risk.

Article IV.
Place and date of performance

- 4.1 The Work shall be executed at the Contractor's premises or a place specified in the contract. The place of delivery of the Work shall be the place agreed in the contract unless otherwise agreed.
- 4.2 The contractor is obliged to start the work and hand over the duly completed work within the time limits agreed in the contract.
- 4.3 Unless otherwise agreed in writing, the Client may take over the Work at the Contractor's request even before the agreed performance date.
- 4.4 The Contractor shall not be in delay in delivering the work by the date agreed in the contract if the delay is caused by the Client. In this case, the deadlines shall be extended by the time for which the Client is in delay. The postponement of the delivery date shall not affect the payment obligations of the Client, which shall remain in the originally agreed terms.
- 4.5 The delivery date may be reasonably extended due to:
- a) unexpected events not caused by the Contractor (force majeure) or
 - b) any delay or hindrance on the part of the Client. If the delivery date is extended for reasons on the Client's side by more than 15 calendar days, the Contractor shall be entitled to charge the Client a storage fee of 0.05% of the price of the Work for each day by which the delivery date is extended, unless otherwise agreed by the Parties. If the delivery date under (b) of this clause is extended by more than 15 consecutive calendar days, the Contractor shall be entitled to withdraw from the Contract.
- 4.6 Except as provided in clause 4.5, the delivery date may be changed only by written agreement of both parties. The Client is not entitled to unilaterally change the delivery date.
- 4.7 The Client is obliged to provide the Contractor with full cooperation necessary for the proper delivery of the Work, in particular, to provide the Contractor with all information and documents relating to the Work in sufficient time and to ensure all requirements for the performance of tests and tests of the Work, including the material. The Client is also obliged to ensure, if necessary, the

presence of its professional staff to accomplish the content of the Contract. The Client shall be liable for any damage caused to the Contractor as a result of a delay in providing the assistance which it is obliged to provide under the contract or which it has been requested to provide by the Contractor.

- 4.8 If it is not possible due to lack of cooperation (e.g. failure of the Client to deliver parts to the Contractor to carry out testing of the work in accordance with clause 5.6, inadequate preparation of the wiring to connect the Work to the network) on the part of the Client to test the Work or to carry out the installation in accordance with the contract within seven calendar days, unless the Client and the Contractor agree otherwise in writing and the Client fails to provide such cooperation within seven calendar days after receipt of the Contractor's request, the Contractor shall have the right to determine that the Work shall be deemed to have been handed over to the Client on the date specified in writing by the Contractor or the Contractor may withdraw from the Contract. Subsequently, the Client is obliged to take over the Work from the Contractor and to fulfil all its subsequent obligations.
- 4.9 Force majeure shall be deemed to be unavoidable events which the party invoking them could not have foreseen when concluding the contract and which prevent it from performing its contractual obligations in a proper and timely manner, such as, but not limited to war, natural disasters, pandemics, strikes, or interventions by public authorities (legislation, governmental measures, etc.). Force majeure shall also include unforeseeable delays in deliveries by subcontractors, production failures, and shortages of materials at the time of the conclusion of the contract. For the avoidance of doubt, it is stated that any kind of insolvency of the contracting parties cannot be considered as a force majeure circumstance.

Article V.

Execution and acceptance of the work

- 5.1 The Contractor is bound by the Client's instructions in the scope of the specification of the work specified in the quotation and the technical documents that were part of the assignment according to point 2.1 a), on the basis of which the quotation was prepared. For the avoidance of any doubt, the Parties declare that the Client shall be liable for infringement of the copyright of third parties if it provides the Contractor with drawings or any technical documents for the construction of the Work within the meaning of clause 2.1 or in the course of the construction of the Work. The Client is entitled to give instructions for the execution of the Work within the scope of the quotation and technical documents which were part of the assignment pursuant to clause 2.1 a), on the basis of which the quotation was made electronically, by e-mail. If the instructions of the Client are beyond the scope of the quotation and technical documents that were part of the assignment pursuant to clause 2.1(a), on the basis of which the quotation was made, the Contractor shall not be bound by them and such instructions shall be deemed to be extra work. The Contractor shall prepare and send a quotation to the Client after the instruction for extra work has been given. The Contractor shall only be obliged to carry out the extra work after the Client has agreed in writing to the quotation for the extra work.

The Contractor shall be entitled to refuse to carry out the extra work. For the avoidance of any doubt, it is stated that the Contractor shall be entitled to remuneration for the performance of the extra work beyond the remuneration agreed upon for the completion of the work

- 5.2 Prior to completion of all work in connection with the Work, the Contractor is obliged to invite the Client to a personal preliminary inspection of the Work in the presence of both parties or their authorized representatives. If the person of the authorised representative changes in the course of the execution of the work, this authorised person shall be the immediate superior of the original authorised representative of the Client. The Work is produced on the basis of the Client's requirements and corresponds to the Client's specific needs, and therefore a preliminary inspection is carried out at the Contractor. During the preliminary inspection of the Work, the Client shall have the opportunity to inspect the functionality, parameters and characteristics of the Work in accordance with the Client's order for the Work. The preliminary inspection of the Work shall take place at the place of execution of the Work, i.e. at the Contractor's premises, unless otherwise specified in the contract. The contractual parties are obliged to agree on the date of the preliminary inspection of the Work. The preliminary inspection of the Work by the Client must be carried out within 14 days of the Contractor's call for preliminary inspection of the Work unless the Client and the Contractor agree otherwise. If, for reasons on the part of the Client, the preliminary inspection of the Work is not carried out within the time limit specified in this clause, the work shall be deemed to be in proper working order and free from any defects. In the event of the Client's unexcused absence from the preliminary inspection according to this clause, the Contractor shall be entitled to withdraw from the contract and to claim from the Client reasonable compensation for the costs incurred by the Contractor.
- 5.3 The Client and the Contractor shall draw up a report on the execution of the preliminary inspection of the Work. If defects occur during the preliminary inspection of the work, they shall be specified in the preliminary inspection protocol and the Client and the Contractor shall agree on a reasonable period of time for the correction of these defects. If the parties fail to agree on the remedy of the defects, both parties shall have the right to withdraw from the contract. The exercise of the right of withdrawal shall not extinguish the Contractor's right to compensation for damages incurred by the Client's breach of contract. If the Client and the Contractor do not agree on a reasonable period of time for the remedy of defects, the Contractor shall be obliged to correct the defects within a reasonable period of time determined by the Contractor.
- 5.4 The Parties agree that the Contractor shall arrange for the transport of the Work to the Client unless otherwise agreed between the Client and the Contractor. The Client shall be obliged to pay the Contractor for the associated costs, which include in particular the costs of packaging and transport of the Work. If the Contractor provides the transport of the Work to the Client, the Client is obliged to create such conditions for the Contractor at the place of destination that the transport and assembly of the Work takes place without any difficulties and problems, i.e. in particular, the Client shall allow the free and safe parking of the car at the unloading point and the transport corridor to the place of assembly

of the Work. The Client undertakes to carry out the unloading of the Work by mechanised equipment and trained personnel. If the Work is damaged or if any damage occurs during the unloading, the Client shall be liable for such damage.

- 5.5 The Client is obligated to grant the Contractor access to the Client's worksite to assemble the work, conduct tests, and trials, and remedy any defects in the Work.
- 5.6 The Contractor shall only fulfil its obligation to perform the Work when it has carried out the installation of the Work, the tests and trials of the Work and the technical inspection of the Work at the Client's premises, unless otherwise agreed. The Client, in cooperation with the Contractor, shall draw up an acceptance report on the course of the acceptance procedure, one copy of which, signed by both parties, shall be given to the Contractor and one copy to the Client. If the parties omit to execute the acceptance report or if the Client refuses to sign the acceptance report in violation of the contract, the Work shall be deemed to have been duly handed over.
- 5.7 The terms and conditions of transport of the Work shall be governed by the terms and conditions of INCOTERMS 2020 (EXW,DAP) unless otherwise agreed between the Contractor and the Client.
- 5.8 The risk of damage to the Work shall pass to the Client upon delivery of the Work to the Client or the first external carrier for transportation unless the terms of transportation are governed by the terms of INCOTERMS pursuant to clause 5.7.
- 5.9 The ownership right to the Work shall pass to the Client upon payment of the full Price of the Work. Pending the acquisition of the Client's ownership right to the Work, the Client may not transfer the Work to a third party or establish any other third party right to the Work.

Article VI.

Price of the work and payment terms

- 6.1 The price for the execution of the Work is set by agreement of the parties on the basis of the agreed quotation by the Client, which the Client confirms by concluding the contract.
- 6.2 The parties agree that if the prices of materials and inputs change by more than 5% after the conclusion of the Contract, the Contractor may adjust the price for the Work by the relevant percentage. The Client undertakes to pay the adjusted price for the work.
- 6.3 The price of the Work does not include VAT at the statutory rate.
- 6.4 The price of the Work also includes packing, shipping and assembly of the work, unless otherwise agreed in the contract.

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- 6.5 The Client is obliged to pay the Contractor the price of the work on the basis of an invoice, which is issued according to the terms agreed in the contract. The parties may agree in the contract that the price of the work shall be paid employing several invoices (regular, advance or partial).
- 6.6 The due date for invoices issued by the Contractor is 30 days from their issue by the Contractor unless otherwise stated on the invoice. Payment shall be made by bank transfer in euros to the Contractor's account indicated on the invoice. The date of fulfilment of the Client's monetary obligation shall be the date on which the price of the Work is credited to the Contractor's account.
- 6.7 If the Client is more than 10 days late in paying a due invoice, the Contractor shall have the right to suspend work on the Work or other agreed deliveries until all outstanding invoices have been paid by the due date.
- 6.8 In the event of non-compliance with the due date, the Client is obliged to pay the Contractor interest on late payment according to the applicable legislation and a contractual penalty of 0.05% of the amount due for each day of delay.
- 6.9 The Client shall not be entitled to assign or transfer any rights or obligations under the Contract without the prior written consent of the Contractor.

Article VII.

Liability for defects

- 7.1 The Contractor is responsible for the fact that the Work has the characteristics agreed in the contract at the time of its handover and acceptance. The Contractor shall also be liable for the fact that the work, or part of it, will have these characteristics throughout the entire warranty period.
- 7.2 The warranty period for the Work within the scope of the Contractor's work performed on the Work and its functionality according to the Client's assignment specified in point 2.1 a) is 12 months and begins on the date of the Client's protocol acceptance of the Work according to point 5.6 of the contract unless otherwise agreed in the contract.
- 7.3 The Contractor shall not be liable for defects in the Work resulting from a breach of duty by the Client. Similarly, the Contractor shall not be liable for defects and faults resulting from unprofessional operation, handling and maintenance of the Work, or its use in violation of the warranty conditions, instructions for use or other documents supplied by the Contractor, or in violation of the usual manner of use.
- 7.4 If the work has apparent defects at the time of handover, or if the documentation that should accompany the work is incomplete, the Client is entitled to refuse acceptance of the Work. The Contractor and the Client shall draft a record of the refusal to accept the Work, including a description of the defects that led to the refusal. The record shall also specify a deadline for the remedy of the defects, which will be set by the Contractor.

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- 7.5 If the Client accepts the work with obvious defects, the defects will be described in the acceptance report together with a deadline for the remedy of the defects to be set by the Contractor.
- 7.6 In the event that any defects occur at the time of acceptance of the Work which could have been discovered/existed during the preliminary inspection as defined in Article V., the Client shall be obliged to accept the Work with such defects and such defects shall be recorded in the acceptance report together with a deadline for the remedy of the defects to be set by the Contractor. If the Client is interested in the remedy of defects that were not pointed out during the preliminary inspection of the Work and were not specified in the acceptance report, the Contractor shall issue a separate quotation to the Client for their remedy. Acceptance of such quotation shall be deemed to constitute a new contract for the Work.
- 7.7 Defects that are detected after acceptance of the work (after signing the acceptance report) during the warranty period will be rectified by the Contractor under warranty in accordance with these General Terms and Conditions and the Contract.
- 7.8 The Client is obliged to notify the Contractor of the defects in writing with a precise description of the defects (or photo documentation) as soon as possible, at the latest within 5 days from the moment when the defect occurs (hereinafter also referred to as "Claim"). The Claim must contain, in particular, the production label of the equipment with the serial number of the Work, the date of appearance of the defect and a description of the type and extent of the defect.
- 7.9 If defects appear in the Work, the Client is obliged to allow the Contractor to assess the defect on the site where the work is located, including by a third party if the situation requires it (e.g. an expert). If it is proven that the Claim was unjustified, the Contractor is entitled to claim the costs associated with the unjustified Claim, while the Client is obliged to pay the given costs incurred by the Contractor in this procedure.
- 7.10 If the Client breaches the obligation to notify defects properly and on time in accordance with clause 7.8, the Contractor shall always have the right to object to a late Claim. In the event of an objection to a late Claim, the Client's rights regarding the defects in question asserted through such a delayed Claim, shall be extinguished.
- 7.11 The Contractor undertakes that after notification of the Claim by the Client, it will confirm receipt of the Claim in writing within 10 working days and notify the method of handling the Claim.
- 7.12 During the warranty period, the Client is not entitled to rectify the defect in the Work himself or at his own expense without the Contractor's consent. In the event of a breach of this obligation, the Client shall lose the rights of liability for defects and shall likewise lose the warranty for the Work.

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- 7.13 If it is a remediable defect claimed by the Client within the warranty period of the Work, the Client has the right to have it remedied free of charge, within a reasonable time and properly. The Contractor may always replace the defective part of the Work instead of removing the defect unless this causes the Contractor serious difficulties.
- 7.14 If the defects are irremediable but do not prevent the use of the Work, the Client is entitled to a reasonable discount on the price of the Work. If there are irremediable defects that prevent the use of the Work, the Client has the right to withdraw from the contract or to demand a reasonable discount on the price of the Work.

Article VIII.

Confidential information

- 8.1 The parties are obliged to maintain the confidentiality of confidential information unless otherwise required by the contract or by applicable law. For these General Terms and Conditions, confidential information shall be deemed to be information which has come to the knowledge of either party in connection with the performance of the Work or performance under the contract, or information which has been designated as confidential by either party.
- 8.2 The following information shall be considered confidential:
- a) relating to the contract and its performance,
 - b) concerning the Party (in particular information on its activities, structure, economic results, all contracts, financial, statistical and accounting information, information on its assets and liabilities, receivables and payables, information on its technical and software equipment, know-how),
 - c) concerning the Parties' business partners,
 - d) provided to or obtained by the Party before the entry into force and effect of the Contract, insofar as they relate to the subject matter and/or content of the Contract (in particular, but not limited to, a request for quotation, a quotation);
- 8.3 A Party shall not, without the prior written consent of the other Party, disclose, transmit, communicate, make available, disclose, publish, disseminate, disclose, or use Confidential Information other than to perform the subject matter of the Contract.

Article IX.

Sustainable development, social capability of the Client and quality assurance of supply

- 9.1 The Client undertakes to carry out any of its activities in accordance with internationally recognised standards relating to social responsibility, sustainable development and quality management systems. Compliance with the requirement under this clause above shall be demonstrated by the Client to the Contractor

either by: a certificate under ISO 9001, ISO 14001 (hereinafter referred to as "Certificates") or in another manner satisfactory to the Contractor to the extent appropriate under the Certificates.

- 9.2 The Contractor shall be entitled to request the Client to demonstrate compliance with the obligation under this Article and to verify compliance with this obligation directly with the Client. If the Contractor identifies a breach of the obligation under this clause on the part of the Client, the Contractor shall give the Client time to remedy the breach, by the expiry of which the Client shall be obliged to comply with the conditions under this clause. If the Client fails to comply with the conditions under this clause even after the expiry of the time limit under the preceding sentence, this shall be considered a serious breach of contract on the part of the Client and the Contractor shall be entitled to withdraw from the contract.
- 9.3 The Client also agrees to comply with the Contractor's binding documents, which are available at <https://www.mts.sk/zavazne-dokumenty-mts/>.

Article X.

Final provisions

- 10.1 The Parties hereby expressly agree to apply the law of the Slovak Republic with regard to the regulation of rights and obligations under the Contract and/or the General Terms and Conditions. Rights and obligations not expressly governed by the contract and/or the general terms and conditions shall be governed by the relevant provisions of the Commercial Code and other legal regulations.
- 10.2 The Parties undertake to resolve disputes arising out of the Contract, including disputes concerning its validity, interpretation or cancellation, preferably by negotiation and mutual agreement of the Parties. If the Parties fail to reach an agreement on the dispute, either of the Parties shall be entitled to bring an action before a court of competent jurisdiction under the laws of the Slovak Republic, or for the avoidance of doubt, it is hereby stated that the Parties have agreed to the jurisdiction of the courts of the Slovak Republic.
- 10.3 The Parties undertake to respect each other's legitimate interests in the performance of the Contract and to afford each other all necessary cooperation which may be fairly required in order to achieve the purpose of the Contract.
- 10.4 The Contractor reserves the right to change these General Terms and Conditions. However, this change will not affect contracts already concluded, but only those concluded after the change to the General Terms and Conditions have come into effect.
- 10.5 These general terms and conditions come into force on 01.08.2024.

MTS, spol. s r.o.
Ing. Peter Laurinčík
Managing Director

General Terms and Conditions - Components

These Terms and Conditions further define and specify the rights and obligations of the Seller and the Buyer. As such, **they form an integral part of the contract of sale** between the Seller and the Buyer.

All contractual relations between the Seller and the Buyer with permanent residence or registered office in the Slovak Republic are concluded in accordance with the law of the Slovak Republic. If the contracting party is a Consumer within the meaning of Section 52(4) of Act No. 40/1964 Coll., the Civil Code, as amended ("**Civil Code**"), the Civil Code shall govern contractual relations that the Terms and Conditions do not govern, Act No. 108/2024 on Consumer Protection, as amended ("**Consumer Protection Act**"). If the contracting party is an Business entity, contractual relations not governed by the Terms and Conditions shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended (the "**Commercial Code**").

Seller's contact details:

e-mail: mts@mts.sk, phone number: +421 43 5502 111

Mailing address: Krivá 266, Krivá, Postal code: 027 55

Supervision over compliance with the Act is carried out by the Slovak Trade Inspection "SOI":

name and address of the supervisory or regulatory authority to which the service provider's activities are subject: the SOI Inspectorate for the Žilina Region, Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1, Supervision Department, tel. no. 041/763 2130, fax no. 041/763 21 39.

za@soi.sk

Article I. Definitions

1. The Seller is the company MTS, spol. s r.o., Krivá 53, 027 55, Krivá, Slovak Republic, ID No.: 36 001 368, VAT No.: 2020426045, VAT No.: SK2020426045, registered at the Commercial Register of the District Court of Žilina, Section: Sro, Insert No.: 3318/L. Seller's address for returning goods or making a claim or complaint is: Krivá 266, Krivá, postcode: 027 55. For the purposes of these general terms and conditions, the trader is referred to by the single term 'Seller'.
2. The Buyer is a Consumer or Business entity who has entered into a contract of sale with the Seller.
3. A Consumer is a Buyer - a natural person who, when concluding and performing a contract, does not act within the scope of his/her trade or other business activity, purchases goods for personal use or the use of members of his/her

household, and the goods do not serve him/her for the performance of his/her employment, profession or business.

4. A Business entity is a Buyer - a legal entity or a natural person- Business entity who purchases goods for the purpose of his business with these goods. . A Business entity is, in particular, a person registered in the commercial register or the trade register; a person who operates a business on the basis of a trade licence; a person who operates a business on the basis of a licence other than a trade licence according to special regulations. The Business entity is governed by these terms and conditions to the extent that they apply to him and by the Commercial Code
5. Waste Act - Act of the Slovak Republic No. 79/2015 Coll. on Waste and Amendments and Additions to Certain Acts.
6. Distributor of the Goods - is a Seller if he makes the Goods available on the market in the course of his business activity, where the said Goods fall under the definition of a reserved product under the second to eighth sections of the fourth part of the Waste Act
7. Waste holder - is the waste producer or Buyer who holds the waste
8. Goods consist of products listed in the Seller's catalogue, displayed on the Seller's website (e.g. <https://www.mts.sk/komponenty>) and products sold by the Seller based on specific Buyer's requests.
9. Specified product - means a Good belonging to a product group regulated in sections two to eight of Part Four of the Waste Act.
10. The purchase contract is concluded when the Buyer agrees to the order confirmation sent to him by the Seller.
11. The purchase price is the financial amount for the Goods excluding the price for shipping, unless otherwise agreed.

Article II. Purchase contract

1. By the purchase contract, the Seller undertakes to deliver the goods which are the subject of the purchase to the Buyer and to enable the Buyer to acquire the right of ownership to them, and the Buyer undertakes to take over the goods and to pay the Seller the purchase price.
2. The Buyer shall send the order to the Seller's address.

The quotation sent to the Buyer is a draft purchase contract and the purchase contract itself is concluded when the Buyer agrees to the Seller's quotation. Unless otherwise agreed, the validity of the quotation lasts until the end of the

month in which the quotation is delivered to the Buyer. If the Buyer sends the Seller an order without knowing the price, the Seller shall send the Buyer an order confirmation giving the current price. If the Buyer disagrees with the quotation within 24 hours from the date of sending the order confirmation by the Seller, the Buyer agrees to the quotation. This presumption only applies if the Buyer is a Business entity.

3. The moment the purchase agreement is concluded, it becomes binding for the parties. By confirming the quotation, the Buyer acknowledges that the quotation entails an obligation to pay. The Buyer's confirmation of the quotation also serves as confirmation that they have read and agree with these Terms and Conditions, including the complaints procedure.
4. The Seller reserves the right to withdraw from the purchase contract with the Business entity in the following cases:
 - a) The goods are no longer manufactured or the supplier's price has significantly changed.
 - b) Buyer orders goods at a price inadvertently published due to an error in the Seller's internal information system. In such case, the Seller shall inform the Buyer of such fact.
5. In the event of a change to the order, the changed order shall be binding for both parties at the time of confirmation of the change to the order by the Seller and the Buyer.
6. The Purchase Contract may only be amended by written agreement between the Seller and the Buyer.
7. The Buyer is not entitled to return the ordered goods without the Seller's consent. In the event that the Seller and the Buyer agree to return the goods, the Buyer shall pay the Seller a cancellation fee in an amount to be determined by the Seller.
8. The Buyer acknowledges that the Seller, in the sale of the Goods, is not the manufacturer of the Goods, which are specified products.
9. Goods that are not specified products become the Buyer's responsibility for their disposal in accordance with the Waste Act in terms of the waste management hierarchy.
10. By purchasing the Goods, the Buyer becomes the holder of the waste if he disposes of the Goods, wants to dispose of them or is obliged to dispose of them in accordance with the Waste Act or other specified legislation.

11. The Buyer, whether a business or a Consumer, has obligations related to waste management arising from the Waste Act and other applicable legal regulations.

Article III.

Delivery and payment terms

1. Payment methods:

- payment by bank transfer on the basis of advance invoice, regular invoice, cash.

The Seller is entitled to exercise a right of retention against the Buyer concerning the Goods if the Seller has any outstanding due monetary claim against the Buyer. The Seller will dispatch the retained Goods to the Buyer only after the due monetary claim has been settled in accordance with the preceding sentence.

2. The Buyer is obliged to take delivery of the goods at the place specified in the quotation, unless the parties agree otherwise. If the delivery of the goods has to be repeated due to the absence of the Buyer at the place specified in the quotation, the Buyer shall bear all costs incurred in this respect, in particular, the re-delivery of the goods to the place of destination.
3. The goods shall be deemed to be accepted by the Buyer at the moment when the Buyer or a third party designated by the Buyer, with the exception of the carrier, accepts all parts of the ordered goods.
4. The Buyer is obliged to inspect the shipment with the goods as well as its packaging immediately upon delivery. If the Buyer discovers that the goods or the packaging of the goods is damaged or the goods are incomplete, he is obliged to immediately notify the carrier and draft a damage report with him and also immediately notify the Seller at mts@mts.sk. Subsequent claims regarding the incompleteness or external damage of the shipment do not waive the Buyer's right to make a claim, but they provide the Seller with the opportunity to prove that there is no discrepancy with the purchase contract and that the Seller is not liable for any resulting defects.
5. Claims for damage to goods that were not apparent upon receipt of the shipment must be made immediately upon receipt of the shipment. It must be proven that the mechanical damage could not be detected even after a thorough inspection of the goods and their packaging. Claims arising from

defects subsequently discovered in such damaged goods may be asserted if it can be proven that the goods were already defective at the time of receipt from the carrier.

6. The risk of damage to the goods passes to the Buyer upon receipt of the goods.
7. In the event that there are several types of goods in the order and some of them are not in stock, the Seller shall inform the Buyer about the possibility of sending partial shipments.
8. The invoice (tax document) is sent to the Buyer only after the delivery of the goods.
9. Unless otherwise agreed, the goods are sent by carrier or courier services provided by the Seller, provided that the Buyer does not choose to collect the goods in person. The price for transport and packaging is 10 euros if the value of the goods does not exceed the amount of 200 euros excluding VAT within one delivery within the Slovak Republic. If the Buyer chooses partial delivery of the goods, this will be charged at the rate according to the previous sentence, for each partial delivery, unless otherwise specified in the Seller's quotation.

Article IV.

Consumer Complaints Procedure

1. The Complaints Procedure is governed by the Civil Code and the Consumer Protection Act and applies to goods for which the Buyer's Consumer liability rights are exercised during the warranty period (hereinafter referred to as "claim"). The purpose of the Complaints Procedure is to inform the Consumer about the scope, conditions and method of claiming a complaint, including information on where the claim can be filed and on the performance of warranty repairs.
2. The Complaints Procedure is an integral part of the Seller's Terms and Conditions and describes the Consumer's procedure for making a complaint, i.e. for claiming defects in goods purchased from the Seller.
3. By concluding the purchase contract, the Consumer confirms that he/she has been duly informed about the conditions and method of claiming defects in accordance with the Civil Code.
4. As proof of warranty, the Seller issues a purchase document (invoice) for each purchased goods with all the necessary data to apply the warranty (in particular, the name of the goods, the length of the warranty, the price, and the quantity).
5. The warranty period starts from the receipt of the goods by the Consumer.

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6. The warranty period is 24 months.
 7. The warranty does not cover normal wear and tear of the item (or its parts) caused by use. A shorter lifetime of the product cannot therefore be considered a defect and cannot be claimed.
 8. The right to free warranty repairs ceases by:
 - a) failure to notify obvious defects upon receipt of the goods,
 - b) the expiry of the warranty period of the goods,
 - c) mechanical damage to the goods caused by the consumer,
 - d) using the goods in conditions that do not correspond to the natural environment in terms of humidity, chemical and mechanical effects,
 - e) improper handling, operation or neglect of the goods,
 - f) damage to the goods by excessive loading or use contrary to the conditions specified in the documentation,
 - g) damage to the goods due to unavoidable and/or unforeseeable events,
 - h) by tampering with the goods of an unauthorised person.
 9. The claim may be submitted directly to the Seller or at the establishment where the goods were purchased. The Consumer may also file the claim at any other business location of the Seller where the receipt of claims is feasible with regard to the products sold or with a designated person who is obliged to handle the claim. During operating hours, an employee authorized to handle claims must be present at the establishment and with the designated person.
 10. When making a claim, you must provide a warranty certificate or a purchase document (invoice).
 11. Pursuant to the Civil Code, the Seller is obliged to issue a confirmation of the defect to the Consumer when making a claim. In order to comply with this legal obligation, the person making the claim shall, together with an authorised employee of the Seller or a designated person who handles claims, fill in a claim report, in which he/she shall describe the defect and how the defect manifests itself precisely and hand over the defective goods in the packaging together with any accessories and documentation to the Seller. In the claim report, the person filing the claim shall indicate the contact address (e-mail, telephone number) to which the Seller will be informed about the method of handling the claim. The Seller shall not be held liable for the failure to deliver the notification to the contact address provided. If the claim is made through remote communication, the Seller is obliged to deliver the confirmation of the claim to the consumer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest together with the proof of the claim; the confirmation of the claim does not have to be delivered if the Consumer can prove the claim in another way. The Seller must issue written proof of the complaint no later than 30 days from the

date of filing the claim. If the claim is settled by repair, the Seller shall be obliged to issue the Consumer with a confirmation of the repair and the duration of the repair.

12. If the Consumer files the claim, the Seller or his authorized employee or designated person is obliged to instruct the Consumer about his rights under the general regulation (Civil Code); based on the Consumer's decision which of these rights the Consumer claims, the Consumer is obliged to determine the method of handling the claim immediately, in complex cases no later than 3 working days from the date of filing the claim, in justified cases, in particular if a complex technical evaluation of the product condition is required, no later than 30 days from the date filing the claim. Once the method of handling the claim has been determined, the claim shall be handled immediately; in justified cases, the claim may also be handled later; it may not take longer than 30 days from the date of filing the claim unless the longer period is justified by an objective reason beyond the control of the Seller. After the expiry of the time limit for processing the claim, the Consumer has the right to withdraw from the contract or to have the goods exchanged for new goods.
13. In the event that the goods are defective upon receipt by the Consumer and the defect is remediable, the Consumer has the right to have it removed free of charge, in a timely and proper manner. As part of the remedying of the defect, the Consumer may also request the replacement of the goods or, if the defect relates only to a part of the goods, the replacement of the part provided that this does not incur disproportionate costs for the Seller concerning the value of the goods or the seriousness of the defect. Instead of remedying the defect by repairing the goods, the Seller may replace the defective goods, taking into account all the circumstances, including those referred to in paragraph 14 of this Article. If the defect is irremediable and prevents the proper use of the goods, the Consumer has the right to withdraw from the contract. The same rights shall apply to the Consumer if the defect is a remediable defect but the Consumer cannot properly use the goods because of the recurrence of the defect after repair or because of a number of defects. If the defect is irremediable and does not prevent the proper use of the goods, the Consumer is entitled to a reasonable discount on the price of the goods.
14. The Buyer may not choose a method of remedying a defect in the Goods which is not possible or which would cause the Seller disproportionate costs in comparison with the other method of remedying the defect (replacement), taking into account all the circumstances, in particular the value which the item would have without the defect, the seriousness of the defect and whether the other method of remedying the defect would cause the Buyer significant difficulties.

Article V. Complaints procedure for Business entities

1. The Complaints Procedure is governed by the Civil Code and the Consumer Protection Act and applies to goods for which the Buyer's Consumer liability rights are exercised during the warranty period (hereinafter referred to as "claim"). The purpose of the Complaints Procedure is to inform the Business entity about the scope, conditions and method of claiming a complaint, including information on where the claim can be filed and on the performance of warranty repairs.
2. The Complaints Procedure is an integral part of the Seller's Terms and Conditions and describes the Business entity's procedure for making a complaint, i.e. for claiming defects in goods purchased from the Seller.
3. By concluding the purchase contract, the Business entity confirms that he/she has been duly informed about the conditions and method of claiming defects in accordance with the Civil Code.
4. As proof of warranty, the Seller issues a purchase document (invoice) for each purchased goods with all the necessary data to apply the warranty (in particular, the name of the goods, the length of the warranty, the price, and the quantity).
5. The warranty period starts from the receipt of the goods by the Business entity.
6. The warranty period is 12 months.
7. The warranty does not cover normal wear and tear of the item (or its parts) caused by use. A shorter lifetime of the product cannot therefore be considered a defect and cannot be claimed.
8. The claim may be submitted at an authorized service centre or directly with the Seller. During operating hours, an employee authorized to handle claims must be present at the establishment and with the designated person. If the Business entity files the claim with the Seller, the Business entity must deliver the goods together with a correctly completed and signed claim form. The Business entity is required to precisely indicate the type and extent of defects in the claim form. The Business entity covers the costs of transporting the claimed goods to the Seller. Shipping costs and other fees are not refundable within the claims process. The Seller recommends Business entity insure the shipment containing the claimed goods. Goods sent via cash on delivery will not be accepted by the Seller. The goods must be appropriately packaged to prevent damage during transportation.
9. When filing a claim, you must provide a warranty certificate or a purchase document (invoice).

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10. The Business entity is obliged to file a claim with the Seller without undue delay. The time limit for processing a complaint for Business entities is 60 days unless a longer period is agreed.
11. The right to free warranty repairs is ceased:
- a) failure to notify obvious defects upon receipt of the goods,
 - b) the expiry of the warranty period of the goods,
 - c) mechanical damage to the goods caused by the Business entity,
 - d) using the goods in conditions that do not correspond to the natural environment in terms of humidity, chemical and mechanical effects,
 - e) improper handling, operation or neglect of the goods,
 - f) damage to the goods by excessive loading or use contrary to the conditions specified in the documentation,
 - g) damage to the goods due to unavoidable and/or unforeseeable events,
 - h) by tampering with the goods of an unauthorised person.
12. If it is a defect that can be remedied, the goods will be repaired. If repair is not possible and the nature of the defect does not prevent normal use of the goods, the Seller may agree with the Business entity on a reasonable discount on the price of the goods. If a discount is granted, the defect cannot be claimed again in the future.
13. If there is a defect which cannot be remedied and which prevents the goods from being properly used as a thing without defect, the Seller is entitled to exchange the defective goods for new goods with the same or similar utility characteristics or the Business entity is entitled to withdraw from the contract of sale.
14. The Seller shall conclude the complaint procedure in one of the following ways:
- a) by handing over the repaired goods,
 - b) by paying a reasonable discount on the price of the goods (the discount on the purchase price must be proportionate to the difference between the value of the goods sold and the value the goods would have had if they were free from defects),
 - c) by handing over the goods exchanged for the defective goods; and
 - d) withdrawal from the contract.
15. The Business entity will be informed about the result of the claim immediately after the conclusion of the complaint procedure by phone or e-mail and the goods and the claim report will be delivered to him by post or courier service. The seller will cover the transportation costs of returning the goods to the business customer after the claim is accepted.

Article VI.

Withdrawal from the contract and the Consumer instruction on withdrawal

1. The Consumer may withdraw from the contract without providing any reason within 14 calendar days from the date of receipt of the goods. The withdrawal period is deemed to be met if the Consumer sends a notice exercising of the right of withdrawal before the withdrawal period expires. However, this statutory entitlement should not be understood by the Consumer as an option to borrow the goods free of charge. If the Consumer exercises the right of withdrawal within 14 calendar days of taking delivery of the goods, he must return everything received under the purchase contract to the Seller. If the returned goods are incomplete or damaged, even partially, the Seller may exercise the right to claim compensation for damages from the Consumer. The Consumer shall be liable for the damage caused to the Seller when returning the goods in accordance with the general principles of liability for damages pursuant to § 420 et seq. of the Civil Code and the Seller might also request financial compensation from the Buyer corresponding to the reduction in the value of the goods.
2. The withdrawal form (MTS-PZ-02-12F) can be found here:
<https://www.mts.sk/zavazne-dokumenty-mts/>
3. The procedure for withdrawal from the contract is that the Consumer sends a written withdrawal to the Seller's correspondence address or electronically to the Seller's email address: mts@mts.sk.
4. The withdrawal must include the Seller's details (see above), the Consumer's details, the order number, the date of purchase and the address or number of their bank account to which payment for the goods will be refunded. The Consumer must date and sign the withdrawal. Upon withdrawal, the Consumer will be refunded all payments made by him in connection with the conclusion of the purchase contract, in particular the purchase price, including the cost of delivery of the goods to the Consumer. This does not apply to additional costs if the Consumer has chosen a delivery method other than the cheapest normal delivery method offered by the Seller. Refunds will be made by the same method used by the Consumer to pay for the goods unless the Consumer has expressly agreed to a different method of payment. This amount will be refunded without charging any additional fees. At the same time as withdrawing from the contract, the Consumer shall send the returned goods to the address of the Seller's registered office: Krivá 53, Krivá, postcode: 027 55, no later than 14 days from the date of exercising the right of withdrawal. The time limit is deemed to have been observed if the Consumer sends the goods back before the expiry of the 14-day period. Payment for the purchased goods will be refunded to the Consumer no later than 14 days after the delivery of the

returned goods back to the Seller's address or upon presentation of a document proving the return of the goods, whichever is earlier. If the goods delivered fully comply with the quality requirements and are free from defects, the costs of returning the goods to the Seller shall be fully borne by the Buyer. The goods must show no signs of use, and be undamaged and complete, including all accessories. The Consumer is obliged to protect the goods against damage during transport (the use of the original packaging is most appropriate).

5. The Seller may withdraw from the concluded contract of sale if the ordered goods become impossible, or the ordered goods are no longer manufactured or are not available on the market to the Seller, or are unavailable for a long time without fault on the part of the Seller. If the aforementioned impossibility of performance concerns only part of the ordered performance, the Seller may cancel only part of the order.
6. If the Seller is unable to fulfil the terms of the purchase contract because he cannot deliver the ordered goods, he is obliged to inform the Consumer immediately and to refund the total price paid for the goods within 14 days, unless the Seller and the Consumer agree on an alternative performance.
7. The Consumer is not entitled to withdraw from the contract of sale if the sale is of goods made to the Consumer's specific requirements, custom-made goods or goods intended specifically for a single Consumer. The Buyer may not withdraw from the contract of sale if he has contributed to the defect or if the defect is negligible. The burden of proving that the Buyer has contributed to the defect and that the defect is negligible shall be on the Seller. If the contract relates to the purchase of more than one item, the Buyer may withdraw from the contract only in relation to the defective item. In relation to the other items, he may only withdraw from the contract if he cannot reasonably be expected to have an interest in retaining the other items without the defective item.
8. Withdrawal from the contract within the meaning of this Article shall not apply to the Business entity. The Business entity shall not be entitled to withdraw from the contract unless otherwise agreed.
9. The Seller shall not be entitled to compensation for damage caused by normal wear and tear of the item and to remuneration for normal use of the item before withdrawal from the purchase contract.

Article VII.

Data protection and conditions for the processing of personal data

1. The Seller, as the controller within the meaning of Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Acts (hereinafter referred to as the "Personal Data Protection Act"), declares that all personal data required from the Buyer are confidential and will be used only in accordance with these Terms and Conditions.
2. The Seller hereby notifies the Buyer that, pursuant to § 13 (1) (1) (a) of the Act, the Buyer is not obliged to sell the property. b) of the Personal Data Protection Act, as amended, the Seller, as the controller, will process the Buyer's personal data without the Buyer's consent as a data subject in the process of concluding the purchase contract, since the processing of the Buyer's personal data will be carried out by the Seller in pre-contractual relations with the Buyer and the processing of the Buyer's personal data is necessary for the performance of the purchase contract, in which the Buyer acts as one of the parties (the legal basis for the processing is thus the necessity for the (s)performance of the purchase contract). This means that the Seller must process data such as name, surname, date of birth, telephone number, e-mail address, permanent address or delivery address in order to be able to fulfil the obligations arising from the sales contract.
3. The Seller declares that it does not disclose the personal data of the Buyer to third parties (except to the transport company for delivery of goods or to state authorities in case of inspection) and the Seller secures the Buyer's personal data from being disclosed to unauthorized persons.
4. The Seller shall protect the data provided by the Buyer from unauthorized leakage or misuse.

Article VIII.

Alternative dispute resolution

1. Supervision over compliance with the Consumer Protection Act in the case of distance contracts is carried out by the Slovak Trade Inspection (Central Inspectorate) with its registered office at Bajkalská 21/A, 827 99 Bratislava, P.O.BOX 29. For the Žilina Region, it is the Inspectorate of the Slovak Trade Inspection (SOI) for the Žilina Region, with its registered office at Predmestská 71, 011 79 Žilina 1, P.O.BOX B-89.
2. Disputes between the Seller and the Consumer can be resolved alternatively in accordance with Act No. 391/2015 Coll. on alternative dispute resolution of Consumer disputes and on amendment and supplementation of certain acts, as amended.
3. Alternative Dispute Resolution is a procedure of an Alternative Dispute Resolution entity aimed at reaching an amicable settlement between the

parties to a dispute. Only the Consumer is entitled to submit a proposal for alternative dispute resolution.

4. The alternative dispute resolution body is the Slovak Trade Inspection Authority with its registered office at Bajkalská 21/A, 827 99 Bratislava.
5. For more information on alternative dispute resolution, please visit:
<https://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>

Article IX. Final provisions

1. If any provisions of these Terms and Conditions are or become invalid or ineffective, the remaining provisions of these Terms and Conditions, which shall remain valid and effective, shall not be affected. In this case, the Seller undertakes to replace the invalid/ineffective provision with a new valid/effective provision that best corresponds to the originally intended business purpose of the invalid/ineffective provision. In the meantime, the corresponding provisions of the generally applicable legislation of the Slovak Republic shall apply.
2. The Seller reserves the right to change these Terms and Conditions in the event of a change in any related legislation or the event of a change in the judicial practice relating to the contractual relationships governed by these Terms and Conditions.
3. The Buyer hereby bindly declares that he/she has duly considered these terms and conditions, has read them in their entirety and agrees with their content. The Seller and the Buyer declare that they are not aware of any facts which may in any way render these terms and conditions invalid, ineffective against any third party or defeat their purpose as seriously declared by the Seller at the beginning of these terms and conditions.
4. The contents of the terms and conditions include a sample Claim Form and a sample Withdrawal Form.
5. The Seller is entitled to amend these Terms and Conditions. However, this change shall not affect the already concluded purchase contracts, but only those purchase contracts that will be concluded after the change becomes effective.

These terms and conditions come into force on 01.07.2024

MTS, spol. s r.o.

Ing. Peter Laurinčík
Managing Director