

General Terms and Conditions -Components - mts.sk Form MTS-PZ-02-10F INTERNAL

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. <u>za@soi.sk</u>

Article I. Definitions

- 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

- 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 document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



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. The Buyer has the right to express disagreement with the price, delivery terms, or other conditions stated in the order confirmation within 24 hours of its receipt. If the Buyer fails to do so, the order confirmation shall be deemed bindingly accepted. 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.

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



- 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

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



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

- 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.
- 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

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



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 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.

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



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

- 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).
- 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,

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



- 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



General Terms and Conditions -Components - mts.sk Form MTS-PZ-02-10F INTERNAL

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,

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



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.

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

- 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.

The document is the intellectual property of MTS, spol. s r.o. It may not be copied and distributed to third parties without the express permission of the management. Once printed, the document loses its topicality and is considered an unmanaged copy. The original is on the company's intranet.



Article VIII. Alternative dispute resolution

- 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 01.04.2025 **MTS, spol. s r.o.**

Ing. Peter Laurinčík Managing Director