

General Terms of Business of AUTOCONT s.r.o.

registered office Krasovského 14, 851 01 Bratislava, Corporate ID 36396222, registered in the Business Register of the Bratislava I District Court, section: Sro, entry No.: 130357/B.

1. Basic Provisions

1.1. These General terms of business, service and warranty (hereinafter referred to as the "General terms") shall regulate the relationships in supply of goods and services, i.e. hardware -HW, software -SW, consumables, accessories, spare parts, documentation and similar (hereinafter referred to as the "Deliverables") by AUTOCONT s.r.o. (hereinafter referred to as the "Supplier") to Buyers and shall be binding on the entire commercial relations with the Supplier. Any different agreements between the parties made in writing shall take precedence over these General terms.

1.2. By executing legally binding acts towards establishment of a contractual relationship between the Supplier and the Buyer with regard to the supply of Deliverables, the parties accept that their contractual relationship shall be governed by the provisions of the Commercial Code. Only in cases where the Buyer is also the Consumer shall the contractual relationship between the Supplier and the Buyer be governed by the Civil Code. Establishment of a contractual relationship shall always be contingent on the acceptance of the Buyer's order by the Supplier. Should any of the provisions of these General terms be contradictory to the legal regulations on consumer rights protection, then such provisions of these General terms shall not apply to the legal relationship between the Supplier and the Buyer, instead the respective legal regulations shall be used.

1.3. Definitions of Basic Terms.

The term Consumer shall denote a party which in concluding and performance of an agreement does not act as a business or an entrepreneur (see Section 2 of the Act No. 634/92 Coll.). The term Payer shall denote a Buyer who concludes a contractual relationship with the Supplier, yet orders the deliverables for the use of the Recipient/Customer. The term Recipient/Customer shall denote a user of the Deliverables authorized in writing by the Buyer to take the deliverables over and to conduct any further negotiations with regard to its use. The term Seller shall denote an employee authorized to represent the Supplier in business negotiations.

2. Price of the Deliverables

2.1. All product catalogues and price lists issued by the Supplier, as well as any oral or phone information with regard to the price of the Deliverables shall be of purely informative nature, not binding on the Supplier and unenforceable by the Buyer. The Supplier reserves the right to change the technical parameters or price of the Deliverables without giving any prior written notification. The Supplier shall not be responsible for any print errors in its business and technical documentation.

2.2. To obtain the exact price and specifications of the Deliverables the Buyer shall be entitled to request a binding price quotation (hereinafter referred to as "Quotation") which shall be valid for 7 calendar days from the date of issue, unless stipulated otherwise.

2.3. The price of the Deliverables specified in the Quotation shall not include any related services, unless stipulated otherwise. Any related services need to be specifically requested in the order.

2.4. The Supplier assumes that the Deliverables shall be used for their usual purpose. Any specific requirements with regard to the Deliverables (e.g. the operating system to be run with the Deliverables, its connection and similar) need to be specified in the order.

3. Signing of Contract

3.1. Individual business cases shall be concluded by virtue of Buyer's written orders sent by post or fax, or orders sent in electronic form (e.g. e-mail or web form), in special cases also by virtue of oral or phone orders. Orders are usually issued following a Supplier's Quotation prepared in accordance with the Buyer's requirements. Unless stipulated otherwise in writing, the contractual relationship between the Supplier and the Buyer shall be regulated by these General terms. The respective sections of the General terms shall apply until all rights and payables between the Supplier and the Buyer have been settled. The prices specified in a valid Supplier's written Quotation or the price valid at the moment of order receipt shall be used in the price calculation of the Deliverables.

3.2. The order has to include the following requisites:

- business name and registered office of the Buyer including a telephone and fax number; if the Buyer is an entrepreneur (natural person), then he/she shall state his/her name, surname, address and place of business;
- person authorized to act in the given matter on behalf of the Buyer, the Buyer's corporate ID and tax ID (if the Buyer is registered as a VAT payer);
- clear identification of the Deliverables and the required quantity (including any related services or performances), terms of delivery (place and date), name of the person responsible for take-over of the Deliverables and any other specific requirements with regard to the Deliverables.

3.3. After receiving an order from the Buyer, the Supplier sends to the Buyer a written order confirmation by fax or e-mail. The Supplier may also accept an order that has been delivered after the validity of the Quotation has expired. The Supplier shall be obliged to confirm the Buyer's order within 2 business days from the date of order receipt. If the basic information (quantity and specification of the Deliverables, terms of supply and payment) in the order confirmation issued by the Supplier match the text of the Buyer's order, by handing over or sending the order confirmation the Supplier confirms his willingness to accept the Buyer's order as binding. At that moment the parties enter into a contractual relationship.

3.4. Should the Supplier be unable to meet some of the Buyer's requirements listed in the order, the Supplier shall send to the Buyer a new Quotation specifying possible order variants and requests the Buyer's standpoint. If the Buyer's order includes some non-standard Deliverables, before accepting the order, the Supplier shall request from the Buyer a deposit in an agreed amount. Such deposit shall be due by virtue of an advance invoice issued pursuant to Article 8.2 hereof. The term of delivery specified in the order confirmation shall start to lapse on the date of deposit payment by the Buyer.

3.5. Provision of article 3.3., fourth sentence, shall not be binding on the Supplier, if the manufacturer stops manufacturing and supplying the product being the Deliverables, or if he replaces the product with a new version or significantly changes the price of the product. In this case the Supplier shall immediately notify the Buyer of this and after an agreement of both parties, he shall send to the Buyer an updated order confirmation.

3.6. In case of large supplies of Deliverables or when specific terms of performance have been agreed, or if either party requested so, the parties may conclude a special contract for the supply of Deliverables which includes a reference to the wording of these General terms.

4 Terms of Delivery

4.1. Depending on product availability and operational capacities of the Supplier, the Deliverables shall be delivered as soon as possible, usually within 1 to 21 days, in case of special products or extensive deliveries 3 to 8 weeks.

4.2. The expected delivery deadline shall be stated in the order confirmation. In special cases the Supplier may extend the delivery deadline, however, he shall advise the Buyer of this immediately.

4.3. The delivery deadline shall be deemed met, if the Deliverables are available for the Buyer at the Supplier's distribution office, or have been handed over by an authorized Supplier's employee (when using the Supplier's own transport) at the place of delivery, or handed over to the first local forwarder.

4.4. If the Buyer has agreed to collect the Deliverables in person, or if the Deliverables in question require installation at the Buyer's facilities, the delivery deadline shall also be deemed met when the Supplier informs the Buyer that the Deliverables are ready for despatch. A postponement of take-over or installation of the Deliverables at the Buyer's facilities shall not have an effect on the delivery deadline.

4.5. Unless agreed otherwise, the place of delivery shall be the respective Supplier's distribution office. Should the Buyer demand a different place of delivery, it shall be the Buyer's registered office or the place specified in the order and in the order confirmation.

4.6. The cost of delivery to a place of delivery other than the Supplier's distribution office shall be borne by the Buyer. Had the Buyer requested transport of the Deliverables, depending on the nature of the Deliverables and the information stated in the order and the order confirmation the Supplier chooses a suitable mode of transport (by post, using a forwarder or his own). If the Deliverables are transported in accordance with the Buyer's transportation instructions, the risk of loss, damage and destruction of the Deliverables shall pass onto the Buyer at the moment of Deliverables hand-over to the postal service or the first forwarder transporting the Deliverables to the Buyer.

4.7. If the Buyer fails to take the Deliverables over by his own fault (e.g. despite agreeing the date and time of delivery in advance, the person appointed by the Buyer is not present), the Buyer shall bear the full cost of repeated delivery.

4.8. The Buyer shall be obliged to take the Deliverables over and check whether the quantity and type match the delivery note or the issue slip and check for any visible damage to transport packaging and products.

4.9. If the Buyer discovers a discrepancy between the delivery note or the issue slip and the goods delivered, or if he discovers visible damage to the packaging or products, he shall be obliged to inform the Supplier or the carrier of this immediately and make a written note on the delivery note or the Supplier's issue slip, or in the forwarder's delivery note.

4.10. Should there be differences with regard to quantity and type of Deliverables or visible damage the Buyer shall immediately file a complaint with the Supplier, however, within 2 business days from the date of receipt, at the latest. The Supplier shall not be obliged to accept complaints filed at a later date.

4.11. After taking the Deliverables over, inspecting it and putting it into operation, the Buyer shall also check whether the serial numbers of the Deliverables match the records on the delivery note or the issue slip. The Buyer shall inform the Supplier of any differences discovered within 3 business days from the date of Deliverables take-over, at the latest. The Supplier shall provide for a correction and delivery of a new delivery note or issue slip within 10 business days. If the Buyer fails to advise of the difference in time, the serial number of the product different from the serial number stated on the delivery note or the issue slip can be a reason for refusal of a complaint.

4.12. Upon purchase, the Buyer shall be informed of places that collect used electric and electronic devices.

5. Cancellation of Order by the Buyer

5.1. Once the order has been accepted by the Supplier in accordance with Article 3.3. any changes or cancellation of the order need to be discussed with the respective sales representative.

5.2. The Supplier shall be entitled to invoice to the Buyer a cancellation fee amounting up to 50% of the price of the Deliverables or the cancelled portion of it to cover its costs purposefully spent in connection to the change or cancellation of the order.

6. Installation of the Deliverables

6.1. If the Buyer requested installation of the Deliverables, or if the Deliverables require installation at the Buyer's facilities, such installation shall be performed for a fee, usually at the moment of delivery of the Deliverables or at another date agreed with an authorized employee of the Supplier. Until the date of installation, the Buyer undertakes to ensure proper storage of the Deliverables appropriate to their nature and value.

6.2. If the Buyer demands installation of the Deliverables he shall be obliged to grant the Supplier's authorized personnel access to the premises where the Deliverables are to be installed and create suitable conditions for the installation (in particular provide the necessary cooperation, knowledge of network access passwords, information about configuration of the installed system, backup existing data in devices related to the installation and similar). All the customary conditions need to be met, plus further specification shall be provided by the Supplier's authorized employee.

6.3. If the Buyer fails to provide to the Supplier the required cooperation, or fails to create conditions allowing successful installation of the Deliverables in accordance with the previous article, the Supplier shall be entitled to invoice to the Buyer all cost related to his failure to carry out installation in accordance with the valid Supplier's price list. If the Supplier's second attempt to install the Deliverables equally fails due to circumstances within the responsibility of the Buyer, the Supplier shall be entitled to refuse installation of the Deliverables. The Supplier's covenant to install the Deliverables shall be deemed met on the day, when a repeated attempt to install the Deliverables at the Buyer's premises fails.

6.4. On-site installation work is normally carried out during normal business hours, i.e. Mo-Fr 8:00 a.m. to 5:00 p.m. If due to circumstances within the responsibility of the Buyer it shall be necessary to carry out the installation outside these times, such requirement needs to be stated in the order and the order confirmation, i.e. included in the agreed price. If, at a later date, the Buyer demands installation of the Deliverables outside the normal working hours the parties to this contractual relationship shall negotiate the terms of such installation.

6.5. Installation of the Deliverables shall be deemed completed by demonstrating the product's correct functionality in accordance with the supplied documentation or otherwise demonstrating the standard operating condition, except in the cases specified in Article 6.3. The parties shall draw up a transfer protocol on installation of the Deliverables.

7. Functionality of the Deliverables

7.1. The Supplier shall not be responsible for the suitability of the Deliverables for a specific purpose or the possibility to use it with the Buyer's existing system, unless this has been agreed in writing in the Quotation, in the order confirmation or another written agreement. In case of a dispute with regard to the notion "usual use" the definition provided by the Supplier's statutory body shall apply.

7.2. If the Buyer demands that the Deliverables be installed contrary to the usual use or conventions despite having been advised of this by the Supplier, the Supplier shall be entitled to:

- propose a feasible method of Deliverables installation,
 - propose that the Deliverables be enhanced or that the necessary system measures be taken to make the Deliverables operational (driver update/upgrade, change of configuration and similar),
 - refuse installation of the Deliverables due to its infeasibility. Any cost spent by the Supplier with regard to resolving these issues shall be borne by the Buyer.
- 7.3. The Buyer may not withdraw from this contractual relationship on the grounds that the Deliverables cannot be installed in a way that has not been agreed in advance and has not been stipulated in the order confirmation.

8. Terms of Payment and Transfer of Ownership

- 8.1. When supplying goods from the standard range of products offered by the Supplier the usual terms of payment shall be advance payment, or cash payment upon hand-over of the Deliverables. Other terms of payment can be agreed in a master agreement or a purchase agreement signed by the Supplier's statutory representative.
- 8.2. If the Buyer orders non-standard Deliverables (e.g. a custom made PC configuration, non-standard components, peripherals or other equipment, and SW) the Buyer's order may only be accepted and confirmed after payment of a deposit in the amount of at least 30% of the price of the non-standard Deliverables.
- 8.3. If the Buyer demands modification of the standard terms of payment, he shall negotiate the terms with the Supplier's sales representative and stipulate the agreed terms in his order. Modification of the terms of payment may influence the agreed price of Deliverables.
- 8.4. If the Buyer is unable, for any reason whatsoever, to pay the invoice within the due date specified on the invoice, he shall immediately contact the Supplier's sales department and agree a change of the payment terms. If the Buyer fails to do so, the Supplier shall be entitled to charge to the Buyer contractual penalty in the amount of 0.1% of the outstanding amount including VAT for each day of the delay starting from the original date of payment and ending by payment of the full outstanding amount.
- 8.5. The Buyer's obligation to settle the payables towards the Supplier in a due and timely manner shall be deemed met on the date of crediting the agreed amount to the Supplier's account specified in the invoice.
- 8.6. If the Buyer pays in cash the Supplier shall issue a cash receipt voucher stating the number of the advance invoice or invoice to which the respective cash receipt voucher relates. The invoice or the advance invoice stating "cash" as the method of payment shall be the basis for effecting the payment, however, not the proof of cash payment.
- 8.7. The risk of damage to the Deliverables shall pass onto the Buyer at the moment of take-over of the Deliverables, except in the case specified in Article 4.6., last sentence. Until the price of the Deliverables has been paid in full, the Deliverables remain the property of the Supplier, even if, in the meantime, it has been incorporated into a system owned or used by the Buyer. Any loss of the Deliverables, pledging of the Deliverables or limitation of assignment of rights or establishment of another contractual relationship with regard to the Deliverables for the benefit of a third party without the prior Supplier's consent shall be excluded.
- 8.8. If the Supplier becomes entitled to repossess the Deliverables due to a failure to pay the price of the Deliverables, the Buyer hereby grants to the Supplier an irrevocable right of entry to the premises (during normal business hours) where the Deliverables are located so he can repossess the same.
- 8.9. If the Buyer fails to pay the full price of the Deliverables in a timely manner, the Supplier shall be entitled to suspend performance or the services related to the Deliverables (e.g. warranty service) until the Buyer has paid all his debt including any agreed interest (penalties) or contractual penalties for late payment.

9. Warranty

9.1. Scope of Warranty:

9.1.1. The Supplier provides warranty with regard to individual goods and other individual Deliverables with the exception of SW (hereinafter referred to as the "Goods/Work") specified in the invoice or another accounting document and at the same time in the respective document confirming supply of the Goods/Work, i.e. a delivery note, issue slip or PC assembly sheet or service protocol which include the serial numbers of the supplied Goods/Work. Software shall not be deemed Goods; the Supplier only transfers the right to use software (see below). Provision of warranty shall not affect the rights of the Consumer in the position of a Purchaser, which (rights) relate to the purchase pursuant to special legislation.

9.1.2. The duration of warranty with regard to the Goods/Work may be different for individual parts of the Goods/Work and shall be specified in the delivery note, issue slip or PC assembly sheet or service protocol. Under legal relationships governed by the legal regulations of the Civil Code the legal warranty period for consumer products shall be 24 months, unless, in specific cases, the Civil Code explicitly stipulates otherwise.

9.1.3. As for brand name personal computers and notebooks of foreign manufacturers (IBM, HP, Toshiba, Asus, Dell, Acer and others) sold in the trade network of AUTOCOINT, the warranty and complaint terms of the exclusive distributors of such products in the territory of the SR apply and take precedence over the terms of these General terms. With regard to the other provisions these General terms apply.

With some Goods/Work it is possible to purchase an extended warranty (extended in duration or scope). The terms of such extended warranty shall be governed by the respective terms of registration (e.g. for Toshiba notebooks) or by an extended warranty agreement. The different terms of registration (according to the registration card) or extended warranty agreement shall take precedence over the terms of these General terms. With regard to the other provisions these General terms apply.

9.1.4. Legal warranty: When selling goods under civil-law relations (when the Buyer is also the Consumer) any consumer products sold under civil-law relations pursuant to the provisions of Sections 619 through 627 of the Civil Code (legal warranty in the sale of goods) shall be covered by a legal warranty for the first 24 months of the total duration of warranty provided by the Supplier. After the expiry of the legal warranty, any Buyer's claims shall be governed by the provisions of the contractual (so-called extended) warranty provided in accordance with these General terms. The legal warranty does not apply to sale of used goods. When selling goods under civil-law relations, the Supplier shall be responsible towards the Consumer for defects that manifest as a purchase agreement discrepancy and the Consumer's legal rights related to such liability for defects shall be governed by the respective provisions of the Civil Code. In any contracts for work drawn up under civil-law relations the Consumer's legal rights shall be governed by the respective provisions of the Civil Code applicable to contracts for work. The Buyer's rights under the quality warranty under the Commercial Code shall be governed by the terms of contractual warranty specified in these General terms.

9.1.5. Product lifetime: The terms "product lifetime", i.e. the period of time during which a properly used and maintained product considering its properties, purpose and different intensities of use should last, and "warranty period", i.e. the period of time during which complaints can be filed with regard to product defects, i.e. defects originating from the manufacturing process, materials used or processing methods, shall not be confused. The following shall not be deemed a purchase or other agreement discrepancy: complaints filed with regard to parameters of a particular product, which (parameters) are not listed in its operating instructions or other manufacturer's business or technical documentation or binding technical standards.

9.1.6. Contractual warranty: Contractual warranty shall apply to contractual business relationships and legal relationships entered into under the Commercial Code and it shall also apply during the Supplier's warranty, which under civil-law relationships exceeds the duration of the legal warranty (i.e. during the period of the so-called extended warranty). Under the contractual warranty, and under commercial law relationships also under the legal responsibility for defects, the Buyer shall only be entitled to a free removal of defects (labour and material) covered by the warranty which the Goods/Work develop during the warranty period while all the below specified terms of warranty have been observed. If the defect cannot be removed the Buyer becomes entitled to have the Goods/Work replaced by Goods/Work of the same parameters (if this is impossible due to ongoing technological innovation, by Goods/Work of better parameters). During the warranty period, the Goods/Work defect shall be removed by a repair, and if such repair is not possible or economical, by replacement of the Goods/Work for Goods/Work of the same or better parameters. Repair of a faulty part of the Goods/Work can be completed by replacing the part by an equal component and only if the manufacturer or the Supplier does not have such component available, by a component of similar or better parameters so that the functionality of the repaired Goods/Work can be restored.

9.1.7. The contractual warranty shall apply to defects originating from the manufacturing process, materials used or processing methods, and from assembly or installation of the Goods/Work by the Supplier. The Supplier shall meet his obligations arising out of the contractual warranty only if the Buyer is not in default with payment of the price of the Deliverables.

9.1.8 Neither the legal nor the contractual warranty shall apply to the normal wear and tear of the Goods/Work and to defects because of which the price of the Goods/Work had been reduced, to defects caused by use or installation which are contrary to the operating instructions or terms of handling the Goods/Work included in these General terms (see below) or the general principles of use, to defects caused by a failure to observe maintenance, service or operating instructions of the Goods/Work, to defects caused by incorrect transport or storage, by unqualified or inappropriate handling, by operation under conditions different from those set forth by the manufacturer and the Supplier or under unusual conditions; by physical damage; to defects caused by an event (fire, flood, etc.) that could not have been averted, by weather, damage by lightning or electrostatic discharge, by excessive mechanical wear, to damage caused by use of incorrect programming code or programming code containing errors, and by using consumables other than explicitly recommended by the manufacturer or the Supplier (e.g. other than original printer ribbons). Warranty shall not apply to defects originating from user introduced computer viruses, installation of software not supplied by the Supplier and installation of software or optional accessories not performed by qualified personnel. The everyday maintenance, cleaning and similar activities prescribed by the manufacturer in the operating instructions shall not be the object of the warranty service. Neither legal nor contractual warranty shall apply to wear of components for which the manufacturer has specified a limited lifetime, after such lifetime has been exceeded, and to natural wear and tear of components when using the goods as recommended by the manufacturer (e.g. rollers, bulbs, rubber components, filters, natural decrease of battery capacity, projector lamps, etc. The projector lamp life specified by the manufacturer can differ depending on the conditions under which the projector is being used). With LCD displays, during use, individual pixels may stop working. If the number of pixels that fail remains within the quality tolerance limit specified by the manufacturer this is deemed a normal property of the product. If it is proved that the defect subject to a complaint was due to the Customer's conduct – having damaged goods by improper using or improper handling and if the Customer complained about such defect despite it had or could have the knowledge of such fact, or if the fact that the product defect occurred in a manner excluded from warranty repairs is found out during a repair or if the product defect does not prove itself, the Supplier may request from the Customer, in the case of unreasonable complaint, a service charge for every unadmitted complaint and performed diagnostics in the amount of EUR 10 + VAT.

9.1.9. The contractual warranty starts to lapse on the day of Goods/Work take-over by the Buyer. If the Goods are replaced under contractual warranty, such replaced Goods/Work shall be covered by a warranty that applies until the remainder of the original warranty period of the Goods/Work with regard to which a complaint has been filed, unless expressly stipulated otherwise.

9.1.10. The time period from making a complaint until the Buyer becomes obliged to pick up the Goods/Work after completion of the repair shall not be included in the warranty period duration.

9.1.11. The contractual warranty shall cease to apply if the operating conditions have not been observed, if the regular everyday user maintenance in accordance with the operating instructions has not been performed, if changes have been made to the Goods/Work or the warranty seal has been broken, if unauthorized changes have been made to the Goods/Work by a person not explicitly authorized to do so by the Supplier. A failure to follow the terms of warranty shall void all Buyer's rights arising out of the contractual warranty.

9.1.12. Software (programs): if the Deliverables have the form of software, the supplier warranty relates only to the ability to physically read the supplied media. By removing the protective items (foil, seal, envelope, etc.) the Buyer (or the User) becomes a licensed user of the software products and accepts the copyright owner's or software manufacturer's licensing terms. Such deliverables cannot be returned to the Supplier. The Supplier shall not be responsible for proper functioning of software products (hereinafter referred to as "SW") or so-called DEMO products. The warranty provided by the copyright owner shall be governed by the software licensing terms, which form part of the software product. Warranty for Microsoft software products shall be limited by the provider to 90 days from the date of sale in accordance with the Microsoft licensing agreement.

9.1.13. In case of a failure of a PC under warranty which causes a loss of the installed SW, the Supplier restores, free of charge, the condition in which the PC was sold to the Buyer, i.e. including the SW which had been installed by the Supplier or the manufacturer.

9.1.14. The warranty does not apply to non-functionality of original software products installed by the manufacturer or the Supplier, which (non-functionality) has been caused by a third party or a thereby performed change of settings. A change of settings shall be any change of system settings originally configured by the manufacturer or the Supplier related to installed software products (the so-called OEM software), installation of other or additional software product, or installation of drivers performed by the Buyer or a third party.

9.1.15. In case of hardware defects or modifications of the Deliverables carried out post warranty or during warranty for a fee (i.e. not covered by the warranty) the contractual warranty for any provided material shall be 6 months and for any work carried out 3 months, unless agreed otherwise. Services not covered by the warranty shall be provided by the Supplier by virtue of an agreement and for a fee.

9.1.16. Any used Deliverables shall be covered by a Supplier's warranty the scope of which shall be specified in the delivery note or the issue slip.

9.1.17. Consumer Agreements:

In cases where the sale of goods (or supply of the Deliverables) is performed by virtue of an **agreement concluded using means of remote communication** (in particular Internet e-shops), the Consumer is entitled to withdraw from the agreement within 7 days from the date of take-over of the Deliverables. Only in cases where the Supplier fails to provide to the Consumer information which pursuant to Sections 9 through 13 of the Act No. 108/2000 Coll. the Supplier is obliged to provide, shall the withdrawal period be extended to 3 months from the date of take-over of the Deliverables. Had such information been duly provided during this time period, the 3 month period shall end and from that moment on the 7 day time period begins to lapse. The Consumer, however, may not withdraw from the agreements specified in Section 12, subsection 5 of the Act No. 108/2000 Coll., i.e. agreements for the supply of computer programs after the Consumer has broken their original packaging, agreements for the supply of goods modified according to the Consumer's wishes, agreements for the supply of goods or services the price of which depends on financial market fluctuations independent from the will of the Supplier and other agreements stipulated by the law. The Consumer's notification of withdrawal of agreement concluded remotely shall be delivered to the Supplier until the end of the withdrawal time period and the complete goods (Deliverables) need to be returned to the Supplier in original condition with all papers and documentation originally supplied to the Consumer. To expedite the process the goods need to be returned to the Supplier's address specified in the delivery documents as the place of despatch of goods to the Purchaser. As a consequence of the withdrawal the contracting parties

become obliged to return to each-other everything they have received in accordance with the agreement. The direct cost of returning the goods shall be borne by the Consumer. After the withdrawal and due returning of the goods by the Consumer, the Supplier shall without undue delay return to the Consumer the price of the goods (Deliverables) the Consumer has paid. Any agreements remotely concluded with a consumer can be voided only under the terms specified by the law.

9.2. Terms of Warranty:

9.2.1. PLACE AND MANNER OF FILING A COMPLAINT:

The place and manner of filing a complaint shall be governed by Section 10 - Complaint Regulations - and Section 11 - Removal of Defects in Deliverables under Warranty - of these General terms, except as otherwise agreed in an agreement. When filing a complaint it shall be always necessary to submit (for more information see Section 10. - Complaint Regulations -):

- A proof of purchase of goods (or supply of work), namely an **invoice** or another accounting document and, at the same time, a delivery note showing the serial number of the supplied Goods/Work, i.e. a **delivery note** or an issue slip or a PC assembly sheet or a service protocol.
- In case of mail-order sale also submit the transport (postal) document confirming take-over of the Goods/Work.
- The Goods/Work under complaint** which need to be returned complete including documentation, with unbroken warranty seals, plus in commercial contractual relationships the Goods/Work under complaint need to be delivered in the original packaging.
- At the same time it needs to be stated **what the defect is and how does it manifest**.
- If extended warranty was purchased with the Goods/Work also submit the respective registration card (e.g. for the AC Assistant service).

9.2.2. TERMS OF HANDLING THE GOODS/WORK:

- The Goods/Work are intended to be operated in a power grid that conforms to the technical standard, in an environment free from temperature and humidity fluctuations. They need to be duly maintained and the load should correspond to the manufacturer's or Supplier's specifications (see the operating instructions or the user manual and similar).
- The Goods/Work need to be treated in accordance with the operating instructions, and the operating and maintenance conditions need to be observed. - The Goods/Work can only be used with consumables and accessories recommended by the manufacturer of the Goods/Work (e.g. toners, drums, print heads, ink cartridges, etc.)
- Any changes and modifications of the Goods/Work can be performed only by the Supplier or a thereby authorized party.
- In case of data storage media the Buyer (User) needs to ensure reasonable and customary level of data protection as part of his/her general obligation to prevent damage. Data storage media are technical devices where defects can objectively occur and are of stochastic nature. The Supplier does not assume any responsibility for the data stored on such media. The Supplier recommends that users regularly back up all stored data using a suitable device.
- When handing the Goods/Work over for repair it shall be assumed that the user has backed up all stored data and programs and took measures to prevent their possible abuse. The Supplier shall not be responsible for any loss or damage of data and programs stored on the data storage media.
- The Supplier does not guarantee full compatibility of the sold computers and computer components with other parts which have not been approved by the Supplier's personnel or thereby authorized personnel, nor with SW applications the functionality of which has not been explicitly requested by the Buyer in the order.
- The Supplier does not guarantee full functionality of application SW in versions not suitable (not created) for the operating system ordered or used by the Buyer. The Supplier shall not be responsible for any errors caused by limited functionality of SW applications that don't meet the condition stipulated in the previous sentence.
- If the Buyer (User) requests that the Supplier installs in the computer additional equipment or parts which have not been supplied by the Supplier, the Supplier may do this, however, he shall not bear any responsibility for any change of the Goods' nature nor for any errors or damage thereby caused, unless the Supplier has declared such equipment or parts compatible with the given computer.

9.2.3. IN CASE OF AN UNJUSTIFIED COMPLAINT (if the alleged defect has not been found or the defect is not covered by warranty) before picking-up the equipment, the Buyer shall be obliged to settle all transportation and testing costs calculated according to the valid price-list of the service centre that performs in-warranty repair of the given equipment.

10. Complaint Regulations

10.1. The Buyer shall inspect the Deliverables as soon as possible after the passing of the risk of damage to the Deliverables. If the Buyer fails to inspect the Deliverables or fails to arrange its inspection at the moment of passing of the risk of damage to the Deliverables, he can only make claims with regard to defects discovered during such inspection if he can prove that the Deliverables had such defects at the time of passing of the risk of damage to the Deliverables.

10.2. The Buyer shall be obliged to immediately notify the Supplier of all such discovered defects. The Buyer shall be obliged to notify the Supplier of the defects that may have been discovered later when exercising due professional care, until the end of the warranty period at the latest.

10.3. The Buyer shall be obliged to file complaints (except for PC systems to which first year on-site warranty applies, and AUTOCONT servers with on-site warranty during the entire warranty period) by sending in the Deliverables accompanied by a written notification (or a fax or e-mail message) containing specification of the alleged defect which is as precise as possible, or he/she can file such complaint in person. Complaints shall be filed at the facilities provided by the Supplier for this purpose, or at the place where the Deliverables were bought by the Buyer (this only applies to Deliverables purchased for the Buyer's own use). Complaints with regard to Deliverables purchased for resale can only be filed at the facilities provided by the Supplier for this purpose. Complaints with regard to some equipment which may be part of the Deliverables may be filed by the Buyer directly with the manufacturer's authorized representatives. Instructions of the manufacturer's authorized representative shall be attached with such Deliverables. The place where complaints can be filed is then determined by the manufacturer's authorized representative.

10.4. When filing complaints with regard to the Deliverables the Buyer shall be obliged to furnish a proof of purchase from the Supplier in form of an invoice and a delivery note or a service protocol or an issue slip (with indication of the serial number of the Deliverables under complaint). For all PC systems and AUTOCONT servers the invoice needs to be accompanied by the PC assembly sheet.

10.5. When complaints are filed with regard to the functionality of PC systems and AUTOCONT servers, the complaint can be filed with the Supplier by phone using the phone numbers reserved for this purpose or in person at the Supplier's office. When filing a complaint, the PC system's or server's serial number needs to be provided (see the PC assembly sheet or the serial number plate of the PC/server), the nature of the defect described in as much detail as possible, and a name of the Buyer's contact person (name, phone, fax) needs to be provided. The Supplier then provides for a review of the complaint and after an agreement with the Buyer takes steps towards removal of the defect in accordance with the provisions of section 11 of these General terms.

10.6. Due to the risk of damage to the Deliverables during transport the Supplier only accepts complaints for Deliverables wrapped in their original packaging (original packaging shall be also the original packaging from an identical Deliverable, where the serial number shown on the packaging / or serial number modified by the user / is the same as the serial number of the Deliverable under complaint). Except as provided below, any Deliverables under complaint transported without original packaging won't be accepted. If the Buyer fails to send the Deliverables in the original packaging, the Supplier shall provide for a replacement packaging. A service fee of € 10,- plus VAT will be charged for the provision of such replacement packaging. The Supplier shall not be obliged to accept complaints with regard to Deliverables, unless the Buyer also supplies all requisites and accessories.

10.7. Had the Buyer met all provisions of articles 10.4. through 10.6. an authorized employee of the Supplier shall take the Deliverables over to process the complaint. If the authorized employee of the Supplier is unable to decide whether the complaint is justified or not, he/she shall hand the Deliverables under complaint over to the Supplier's complaint department. The Buyer shall be informed of the outcome of his complaint in the manner agreed with the Supplier (by phone, fax, in writing) usually within 1 week from the date of take-over of the Deliverables under complaint. If the defects need to be examined by a manufacturer's authorized representative the Supplier provides for an assessment of the justifiability of the complaint usually within 2 weeks from the receipt of the Deliverables.

11. Removal of Defects in Deliverables under Warranty

11.1. The Supplier shall be entitled provide warranty service through third parties.

11.2. By default, the Supplier provides warranty service for complete supplied AUTOCONT PCs (main unit, keyboard, mouse) depending on the type of device. The terms of extended service need to be agreed in writing when signing a separate service agreement. Individual types of warranty service are provided depending on the computer model (included in the purchase price). The type of service shall be specified in the documents supplied with the purchased Deliverables.

11.3. On-site warranty service shall be limited to the territory of the Slovak Republic.

11.4. The main unit of a particular PC system consists of multiple components listed in section Main unit of the PC assembly sheet. The main unit of a PC usually consists of the following parts: motherboard (MB), processor (CPU), CPU cooler, memory (RAM), CD-ROM, FDD and HDD controller, graphic card (VGA), audio (sound card), network interface card, hard disk drive (HDD), floppy disk drive (FDD), power supply, case.

11.5. The terms of the abovementioned on-site warranty service relate to the main unit including any peripherals built into the main unit by the Supplier, the keyboard and the mouse which comprise the Deliverables supplied by the Supplier. The terms of on-site warranty service do not relate to SW, monitors, peripherals, multimedia packages (kits), rewritable drives CR-R/RW, backup devices (e.g. DAT drives, magnetoscopic recording devices, etc.) and to user installed devices.

11.6. With defects the occurrence of which cannot be reproduced (randomly occurring defects) the time for diagnostics and repair is determined by agreement between the authorized employees of the Supplier and the Buyer. If such defect cannot be removed on-site, the Supplier shall remove such defect at his service centre after performing the respective tests.

11.7. The Buyer undertakes to create suitable conditions for the Supplier or a thereby authorized party for a successful completion of the service visit (allow entry to the building, access to the device, system access, provide for the presence of a Buyer's representative and similar), as well as conditions to complete the necessary formalities to repair the defect with regard to which the complaint had been filed.

11.8. The Supplier shall be entitled to discontinue the warranty with regard to the Deliverables or parts of it if he discovers that the defect at hand had been caused by a cause not covered by warranty, or if he discovers that the Deliverables or parts of it have been modified by unauthorized personnel, i.e. a person other than the Supplier or a thereby authorized individual. If the Supplier discontinues the warranty, or if he discovers that the complaint filed is not covered by warranty, the Supplier shall be entitled to ask the Buyer for compensation of all costs incurred in connection to the service visit calculated using the currently valid price list of the Supplier or the service centre performing warranty service for the device in question.

12. License

12.1. Copyrights, as well as all other intellectual property rights related to software products, including handbooks, manuals and other documents distributed along with software products, shall remain the property of their respective owners and shall not be affected by this contractual relationship. The Buyer shall only have a non-exclusive right to use the software products.

12.2. The Buyer shall not remove, alter, conceal or change in any way whatsoever any of the copyright or other designations of the respective parties found on or stored in the software products or any of their parts or the documentation distributed along with the software products.

13. Liability

13.1. The Supplier shall be liable towards the Buyer for any incurred damage which had been caused by a breach of the Supplier's obligations specified herein. The Supplier shall not be liable towards the Buyer for damage incurred in consequence of:

- maintenance of the Deliverables carried out by a person other than the Supplier or a thereby authorized party;
- incorrect or inadequate use of the Deliverables;
- use of the Deliverables in other than the recommended environment.

13.2. The parties to this contractual relationship have agreed that the maximum amount of foreseeable damage which may arise from the breach of the Supplier's obligations shall equal to the price of the Deliverables with regard to which the damage has arisen, unless a different amount has been agreed. The Supplier shall not be liable for any loss or damage of Buyer's data. The cost of reconstruction of any lost or corrupt data shall be borne by the Buyer.

13.3. The Buyer may only claim damages from the Supplier if, after the damage event has occurred, he took all measures to minimise the damage, informed the Supplier of the issue immediately, and provided all requested documents related to the damage event.

13.4. The parties to this contractual relationship shall not be responsible for any breach of covenants (except in cases specified by the respective law) caused by force majeure, i.e. events occurring independently of the will of the parties, which could not have been averted even when proceeding with all reasonable care, or which are without prejudice an unavoidable coincidence.

14. Technical and System Support

The Supplier provides to the Buyer technical and system support with regard to the Deliverables. There are two different levels of such support:

14.1. The basic support ensuring operability of the Deliverables within the scope allowing using the Deliverables for the purpose for which it had been supplied or installed by the Supplier. This shall be for example removal of defects, repairs (upgrades) of system drivers and provision of additional information not included in the supplied documentation but necessary for the due use of the Deliverables. Basic support shall not include removal of defects caused by incorrect operation or changes of device configuration and configuration of the used operating system/environment, including upgrades, unless they have been performed by the Supplier. Basic support equally does not include support of deployment of systems with software applications that have not been supplied and installed by the Supplier, unless explicitly agreed otherwise.

14.2. The extended support also covers issues related to changes of configuration of Deliverables or use of the Deliverables for a different purpose than supplied for. This includes for example changes (expansion) of configuration and installation of the Deliverables at a different location in conjunction with another device or an operating system other than originally installed; installation of system drivers, operation related consulting, operator training and removal or errors occurring due to configuration changes, unless such changes have been performed and supplied by the Supplier. The extended support shall be provided by the Supplier to the Buyer on the basis of orders.

14.3. The basic support provided at the Supplier's facilities shall be free of charge during the term of warranty, the cost of extended support shall be charged by the Supplier according to the applicable service price list and the related costs.

14.4. Based on the Buyer's request the terms of extended support can be agreed as part of the supply of the Deliverables.

14.5. After the expiry of the warranty period the entire technical and system support becomes a paid service. The parties to this contractual relationship may conclude a separate agreement for post-warranty service or technical and system support.

14.6. The technical and system support shall be provided through a Hot-Line, through AUTOCONT electronic services (WWW), through over the phone and personal consulting, and through on-site service visits of Supplier's personnel. The Supplier may, at his own discretion, choose the method sufficient to achieve the desired outcome. The Supplier assumes that the person appointed by the Buyer is capable of performing at least the basic operations with the Deliverables.

15. General Provisions

15.1. If, in accordance with these General terms, the Supplier is entitled to demand from the Buyer payment of the price for the supplied Deliverables, the Buyer shall be obliged to pay the amount claimed by the Supplier in accordance herewith within 14 days from the receipt of an invoice. Should the Buyer fail to pay the entire invoiced amount or be in default with the payment, the Supplier shall be entitled to charge interest on arrears in the amount of 0.1% of the outstanding amount plus VAT for each day of the delay. The contractual penalty shall be due by virtue of an invoice issued by the Supplier. The payment of the said contractual penalty shall not in any way affect the Supplier's right to claim damages in full amount.

15.2. The Supplier shall be entitled to withdraw from this contractual relationship if the Buyer is in default with payment of the amounts due according to these General terms for more than 14 days. The Supplier shall also be entitled to apply reservation of ownership in accordance with these General terms.

15.3. Should the situation described in the previous article occur, the parties to this contractual relationship shall be obliged to return everything they have provided to each-other hereunder, at the latest within 10 days from the date of receipt of a written withdrawal notification or resolution on application of reservation of ownership.

15.4. The rights and obligations arising out of this contractual relationship shall be governed by the Slovak jurisdiction. Any disputes arising out of this relationship shall be resolved by a court of competent jurisdiction in Bratislava.

15.5. The text of these General terms shall be provided to the Buyer upon the delivery of the ordered Deliverables at the latest. The Buyer was informed of the fact that the contractual relationship arising when providing the abovementioned performance and established at the moment of acceptance of the Buyer's order by the Supplier shall be governed by these General terms.

15.6. The parties to this contractual relationship have agreed that all notices and other written communication shall be also deemed delivered on the day as of which the duly addressed notice returns by post to the sender as undeliverable or refused by the addressee.

General Terms of Business of AUTOCONT s.r.o. valid from 8.8.2018