Terms and conditions of the MEDUSA Group for purchasing goods

I. General provisions

1. The Terms and Conditions for Purchasing Goods (hereinafter referred to as the "Terms and Conditions") apply to all contracts (hereinafter generally referred to as the "contract") which any of the MEDUSA Group companies (hereinafter referred to as the "buyer") concludes to purchase specific goods. The application of the terms and conditions of the other contracting party to such contract or any other terms and conditions is strictly prohibited, unless the parties agree otherwise in writing.
2. The MEDUSA Group is specified as:
(i) MEDUSA GROUP, s. r. o., with registered office at Einsteinova 23, 851 01 Bratislava, Company ID: 45 301 883;
(ii) GASTRONIX, s. r. o., with registered office at Einsteinova 23, 851 01 Bratislava, Company ID: 35 849 592;
(iii) PRESTO, s. r. o., with registered office at Einsteinova 23, 851 01 Bratislava, Comapny ID: 35 854 197;
(iv) X WEAR, s. r. o., with registered office at Einsteinova 23, 851 01 Bratislava, Company ID: 35 847 999;
(v) X WEAR BETA, s. r. o., with registered office at Einsteinova 23, 851 01 Bratislava, Company ID: 44 716 851;
3. Changes hereto are only binding for the contracting parties if agreed upon by the contracting parties in writing. In such case, the deviating agreements take priority over the text hereof.
4. These Terms and Conditions comply with the provisions of Section273 of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and form an integral part of any contract.
5. For the purposes hereof, a contract is considered concluded:
(i) on the date of signature of the written text of the contract, purchase agreement or framework purchase agreement for the repeated delivery of goods by both contracting parties thereto, or
(ii) on the date of delivery of written confirmation from the seller by which the seller accepts the conditions laid down by the buyer in an order or herein.
6. Each contract must contain the basic identification details of the contracting parties per their registration in the Commercial Register or in the Trade License Register, or registration in any other records defined by law. Each contracting party is likewise obliged to inform the other contracting party of any changes that occur and that are registered in the records specified above and without any undue delay; otherwise, they are liable for all resulting damages or costs incurred by the other party within this context. Each contracting party shall also notify the other contracting party of its VAT ID if so assigned.

II. Subject matter of the contract

1. The subject matter of any such contract is the commitment of the seller to deliver goods to the buyer and to transfer title thereto and the buyer's commitment to pay the purchase price.
2. The seller shall deliver the goods per the specifications agreed in the contract or required in a partial contract (order).
3. Unless the contracting parties agree otherwise, the seller is not authorised to deliver the subject matter of a contract in part or partially. Delivery of a smaller quantity of goods or different goods compared to that agreed upon in the contract is considered a material breach of contract and gives the buyer the right to withdraw from the contract or partial contract (order).

III. Price, currency and payment conditions

1. Unless otherwise agreed in writing in the contract, the seller's costs for packaging goods, transport to the site of delivery and other costs associated with the delivery of the goods are included in the price of the goods.
2. The seller is entitled to payment of the purchase price after fulfilment of the subject of the contract.
3. The seller shall only pay the purchase price based on an invoice issued by the seller and delivered to the buyer, an attachment to which shall be the documents demonstrating the fulfilment of the subject matter of the contract signed by both contracting parties.
4. Invoice payment terms are 60 days from delivery to the other contracting party. If the last day of an invoice payment term falls on a non-working day or a holiday based on the Slovak calendar, the financial payment under such invoice shall be considered complete on the next subsequent business day under the same agreed price and payment conditions.
5. The date of payment is considered the date on which the outstanding about is debited from the debtor's account as a credit to the creditor's account.
6. An invoice must contain all details as stipulated in valid legislation and the following:
   - indication that the document is an invoice;
   - an invoice serial number;
   - the first and last name of the individual or the name of the seller, the address of its registered office, place of business or establishment, place of residence or address where the person typically resides;
   - the name of the buyer, the address of its registered office, place of business or establishment
   - Company ID and tax identification number (VAT ID) for both contracting parties;
   - registration details for the seller and the number of its registration document;
   - order number, designation of the company's establishment or contract with their designator and date of completion or conclusion;
   - invoice date;

- the date on which the given goods or services were delivered or the date on which payment was received (if payment was made before the delivery of the goods or before provisioning of the services was completed), if such date can be defined and if different from the invoice date, in the case of a tripartite transaction, such fact must be clearly stated on the invoice itself;
- the quantity and type of delivered goods or the scope and type of delivered service; an invoice payment date;
- variable symbol;
- the seller's bank details in the form of an IBAN and BIC;
- method of payment: payment order;
- the VAT rate or indication of VAT-exempt status; in the case of VAT-exempt status, a reference to the provisions of the relevant act or Council Directive 2006/112/EC of 28 November 2006 on the common value added tax system, as amended, or the phrase "delivery is tax exempt", the amount of VAT together in EUR to be paid as the VAT base for each individual tax rate, unit price exclusive of VAT and discounts and rebates, if not contained in the unit price;
- deduction of paid-up deposits or advance payments;
- amount due;
- place of work;
- name, signature and phone number for the responsible employee of the invoice's issuer;
- imprint of the stamp of the invoice's issuer;
- the phrase "invoice completed by the customer", if the customer which is the recipient of specific goods or services completes an invoice under valid legislation, the phrase "transfer of tax liability" if the party obliged to pay tax is the recipient of specific goods or services, details on the newly delivered means of transport under valid legislation, the phrase "margin scheme - used goods", "margin scheme - works of art" or "margin scheme - collectibles and antiques" depending on the goods that are subject to special stipulations under valid legislation.

If an invoice does not contain the material content or formal details as required by law and under the concluded contract or if the preceding conditions for issuing and payment of the invoice are not met, the buyer is authorised to return the invoice and to request the other contracting party remedy the defects contained therein. In this case, the new invoice payment term begins on the day following the day on which the identified deficiencies are remedied and a new invoice is delivered.

7. Invoices shall be issued in EUR. The parties commit to make all payments in EUR.
8. Bank details provided in the form of the IBAN and BIC provided in the invoice must match the bank details specified in the contract. Otherwise, the seller is authorised to pay the invoiced amount using the bank details provided on the invoice. If the incorrect bank details are provided in terms of the IBAN and BIC or the provided IBAN and BIC deviate between the contract and the invoice from the seller, the buyer is not liable for any damage that may result from such improperly directed payment; if damage occurs for such reason to the detriment of the buyer, the buyer has the right to seek compensation for damages from the seller who caused this damage.
9. An acceptance certificate confirming the acceptance of the goods by the buyer or corresponding transport documents must be attached to each invoice and, if the goods are imported from third parties (i.e. from countries that are not member states of the European Union), customs declarations to release the goods. If goods are delivered from any European Union country or from a third country, the corresponding transport document must be attached to an invoice. The prerequisite for payment of a final invoice is the delivery of technical documentation, specifications and certificates from completed testing and the used materials and other documents as required, as well as a roster of all previous invoices related to the subject of the contract per the given final invoice.
10. Bank fees shall be divided between the payer and the beneficiary of payment. If the event of breach of contractual conditions related to payment, the party at fault for such breach shall cover all related bank fees.

IV. Tax matters

1. The contracting parties shall follow all valid and effective legal regulations of the countries in which they maintain tax residence and in accordance with international legal regulations in the settlement of their tax obligations. The ability to transfer tax obligations to the other party is precluded.
2. If the seller is not a resident of Slovakia, it is obliged to submit certified confirmation from the tax (financial) authority on tax domicile (residence) to the buyer within 10 days from the conclusion of the contract, if it has no done so during the conclusion of the contract. If payment under a contract shall be conducted before the expiration of a period of 10 days from the date of conclusion of the contract,

such confirmation must be submitted upon conclusion of the contract, or on the date of the first payment at the latest.

3. If the seller is not a Slovak resident, it is obliged to provide an affidavit in which it declares the following facts:

- if it maintains a permanent establishment in Slovakia or not under legislation valid in Slovakia or in the relevant treaty on double taxation (hereinafter referred to as the “international treaty”),
- if activities that are covered by the contract are conducted by this permanent establishment or if the contract concerns delivery of software or licenses, an affidavit shall be provided to indicate who is the beneficial owner of the software/license
- and if a permanent establishment may be formed in Slovakia based on the contract or tax obligations for employees or other persons working for it in Slovakia under valid Slovak legislation and the relevant international treaty.

This affidavit must be submitted by the seller during conclusion of the contract. The seller shall inform the buyer immediately if a permanent establishment is created by the seller in Slovakia after the conclusion of the contract.

4. If the seller is not a Slovak resident but will conduct the subject matter of the contract via its organisational branch located in Slovakia, it shall provide the buyer with an officially certified copy of this organisational branch’s excerpt from the Commercial Register, no more than three months old, upon conclusion of the contract or within 10 days from the conclusion of the contract.

5. If the seller is a resident of a European Union member state or a resident of a European Economic Area country and has an organisational branch or permanent establishment in Slovakia, it shall provide the buyer with a declaration upon conclusion of the contract or within 10 days from the conclusion of the contract stating that it is subject to income taxation in such European Union member state or European Economic Area country from sources that are inside or outside this European member state or European Economic Area country, while the seller is not considered a taxpayer with unlimited tax liability in Slovakia. The seller shall submit confirmation or officially certified decision issued by the competent tax authority in Slovakia regarding the payment of pre-payments for corporate income tax.

6. A seller that is not a resident of a European Union member state or a resident of a European Economic Area country but that maintains an organisational branch or permanent establishment in Slovakia is obliged to submit officially certifies copies of its registration as a taxpayer for income tax in Slovakia to the buyer and a (valid) decision from the relevant tax authority that it is paying tax pre-payments under the income tax act valid and in force in Slovakia, and within 10 days from the conclusion of the contract, if not provided during conclusion of the contract. If the seller provides these documents in a timely manner, the buyer will not deduct the corresponding amount for tax security or shall proceed as specified in the decision from the relevant tax authority.

7. If a seller that is not a resident of a European Union member state or a resident of a European Economic Area country has an organisational branch or permanent establishment in Slovakia and does not submit the decision(s) from the relevant tax authority concerning income tax pre-payments under Article IV (6) herein, the buyer shall deduct the corresponding amount from payments intended as tax security under the income tax act valid and in force in Slovakia, or in accordance with the international treaty which has priority over such act, and specifically on the date of payment.

8. In the case of a seller that is not a European Union member state resident or resident of a European Economic Area state, the buyer is authorised to withdraw the amount corresponding to the tax security from payments as defined in the income tax act valid and in force in Slovakia or the international treaty which has priority over such act.

9. If the seller after signature of the contract creates a permanent establishment in Slovakia, and fails to inform the buyer of such fact, the seller declares and commits to compensate the buyer for the tax security, fines and interest that the buyer may incur as a result of the failure to fulfil the obligation to inform the buyer under valid Slovak legislation and as a result of the failure to withhold the tax security amount, where

such failure to withhold is the result of a breach of the notification or other obligation on the part of the seller to the buyer, and the buyer may request such compensation on the date on which the payment statement or decision issued by the relevant tax authority is delivered to the buyer at the earliest.

10. If the seller is a registered VAT taxpayer in Slovakia, it shall submit official certification of its registration as a VAT taxpayer with a current date of issue. If the seller is a registered VAT taxpayer in another European Union member state and the subject of this contract shall be executed as a VAT taxpayer registered for VAT in another European Union member state (i.e. this European Union member state has issued a VAT ID), it is likewise obliged to provide the buyer with a copy of its registration certificate as a VAT taxpayer in the country that registered it as a VAT taxpayer (which assigned the VAT ID under which the subject of the contract shall be executed).

11. If the seller shall implement the subject of the contract via its organisational branch located in Slovakia or a permanent establishment for VAT purposes under valid legislation, while this organisational branch or permanent establishment is a VAT taxpayer in Slovakia, the seller shall provide the buyer with an officially certified copy of its registration certificate as a VAT taxpayer with a current date of issue and, upon the buyer's request, the necessary affidavits regarding the proper application of deductions / rights to VAT deductions.

12. If for any reason the tax authority refunds the withheld and deducted pre-payments for tax security to the seller for any reason or a tax deduction through the taxpayer, i.e. the buyer, this amount shall be transferred to the seller's account in the amount and in the currency identified in the decision from the relevant tax authority, but in a maximum of the amount of the withheld tax in a foreign currency.

13. The contracting parties commit to accept any legislative changes in Slovak law, including changes to tax law that affect the contract and will respect their application during the period of its validity. The seller commits to immediately consult with the buyer if there are any changes with respect to their tax obligations to Slovakia and, upon request, to provide the buyer with all materials necessary for the proper settlement of all its obligations. If the seller provides the buyer with untrue declarations or otherwise misleads the buyer, the seller shall compensate the buyer for the withheld taxes, tax security, VAT, fines and interest incurred by the buyer as a result of such conduct on the part of the seller. The buyer may request such compensation on the date on which the payment statement or decision issued by the relevant tax authority is delivered to the buyer at the earliest.

14. The contracting parties agree that neither contracting party may transfer their rights under the contract without the prior written consent of the other contracting party, otherwise such transfer is null and void.

15. If the seller is a VAT taxpayer in Slovakia, including foreign entities with a permanent establishment in Slovakia registered for value added tax, and invoicing for the subject of the contract is issued under the VAT ID assigned to the permanent establishment in Slovakia, the seller hereby declares that: (i) at the signature date of the contract, there are no grounds based on which the buyer should or could function as a guarantor for the seller's tax obligations for VAT that the seller charged the buyer or that is charged on the price as defined in the contract, under the provisions of Section 69 (14) in connection to
Section 69b of Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Act");
(ii) if required by the VAT Act, to submit regular VAT tax returns and, if there is a corresponding liability, to pay such VAT by the agreed deadline to the relevant local tax authority;
(iii) if the VAT Act requires the payment of VAT, it has no intent to not pay such VAT related to the subject of the contract or to reduce such VAT or employ a tax advantage and does not intended to be in a position where it would be unable to pay such VAT.

16. If the seller does not confirm to the buyer in writing at the time the tax obligation is incurred that the buyer has no obligation to secure VAT under Section 69 (14) of the VAT Act as is the case if the seller is published in the list maintained by the Financial Directorate of the Slovak Republic per the above specified provisions, the buyer may withhold and refrain from paying the amount of VAT specified on every given invoice issued by the seller, with which the seller explicitly agrees.

V. Place and date of delivery

1. The seller shall deliver the goods to the buyer at the place agreed upon in the contract. If no such place is agreed upon in the contract, the seller shall deliver the goods to the buyer's registered office.
2. The seller shall deliver the goods by the specified delivery date.
3. The buyer is not obliged to take delivery of the goods before the agreed delivery date.
4. Failure to meet the delivery date is considered a material breach of contract. The buyer is authorised to withdraw from the contract if the seller is in delay with the delivery of the goods. The buyer likewise has the right to seek compensation for contractual penalties under Article XII herein.

VI. Transfer of title and risks of damage

Title and risks of damage to the goods transfer to the buyer at the moment of acceptance of the goods.

VII. Acceptance of goods and testing of goods

1. The contracting parties shall complete a written acceptance certificate to certify the acceptance of the goods by the buyer (hereinafter referred to as the "acceptance certificate"). The acceptance certificate signed by the representatives of both contracting parties is considered proof of the fulfilment of the subject of the contract.
2. The seller is obliged, upon acceptance of the goods by the buyer at the latest, to furnish the buyer with the documents needed for the acceptance and use of the goods, technical documentation for the goods and other documents defined in the contract.
3. If stipulated in legislation or agreed in the contract, the seller shall, upon acceptance of the goods by the buyer at the latest, furnish the buyer with certificates demonstrating the conformity of the technical properties of products with relevant technical regulations or other documents demonstrating the conformity of such goods with requirements laid down in generally binding or technical regulations (technical documentation, material safety data sheets, etc.). The technical documentation for the goods includes instructions for the safe use and maintenance thereof and the conditions for conducting checks and inspecting the goods. If the goods are work equipment, the technical documentation must contain the requirements for assuring occupational health and safety.
4. Before delivery, the seller shall subject the goods to testing or technical inspection (hereinafter referred to as the "testing") to determine if the goods meet the quality requirements and fulfil the contractually-defined conditions. The seller shall submit the test results to the buyer upon acceptance of the goods by the buyer at the latest.
5. If the contracting parties agree that the buyer has the right to attend the testing of the goods, the seller shall notify the buyer of the place and date of such testing of the goods at least 14 days in advance of the planned testing date.
6. If the buyer or its authorised representative does not appear at the designated time of testing, the seller may conduct this testing without the buyer in attendance, but must inform the buyer of the test results without any undue delay.
7. The seller covers all costs associated with completing the testing of the goods.
8. The buyer covers all costs associated with the attendance of the buyer or its authorised representative at testing. If testing is not conducted at the agreed time for reasons attributable to the seller or if the test results demonstrate that the goods do not meet the quality requirements or fail to meet the contractually defined conditions, the seller is obliged to compensate the buyer for all costs incurred by the buyer in this context.
9. The buyer's attendance at testing does not relieve the seller of its responsibility for defects identified after delivery of the goods.

VIII. Warranty period and liability for defects in the goods

1. The seller is obliged to deliver the goods in the quantity, quality and finish specified in the contract. Conversely, the goods are considered to have defects and the seller is liable for defects in the goods under the provisions hereof and Section 422 et seq. of the Commercial Code.
2. The seller provides a warranty that the goods will be capable of their agreed or typical use over the warranty period and will maintain the agreed or typical properties and technical parameters during that time.
3. The seller is liable for ensuring the delivered goods do not contain any legal defects and specifically that no third parties will lodge claims with respect to a violation or impingement of copyright, other rights to a protected trademark or other similar rights. The seller is liable under the provisions of Section 433 et seq. of the Commercial Code for legal defects in the goods.
4. Unless agreed otherwise in writing in the contract, the warranty period is 24 months and commences on the day of the buyer's acceptance of the goods.

5. If the delivered goods have defects, the buyer is authorised:

a) to request the remedy of such defects in the goods by replacing the goods, delivering missing goods and requesting the remedy of legal defects, or

b) to request the remedy of defects by repairing the goods if repairable, or

c) to request a suitable discount from the purchase price, or

d) to withdraw from the contract.

The buyer has the right to choose from the remedies identified above.

6. The buyer is authorised to make claims for defects that occur during the warranty period. If the buyer requests the remedy of defects in its claim, the seller shall remedy these defects in all instances and the seller is responsible for all related costs. The buyer shall make every effort to ensure such claimed defects are remedied in the shortest possible period from delivery of the claim. Unless the buyer and seller agree otherwise in writing, the seller shall remedy the claimed defects within 3 days of the receipt of the claim itself. If the seller does not remedy such defects within this period, and in urgent cases where it is impossible to wait for the seller to actually remedy such defects, the buyer has the right to remedy such defects on its own or to entrust their remedy to a third party, whereby the buyer is entitled to the reimbursement of related costs from the seller. Remedy of defects by the buyer or a third party in such case does not terminate the contract.

7. Claims related to defects in the goods have no prejudice on the entitlement to compensation for damages or to a contractual fine.

IX. Risks associated with the goods

1. If the goods contain substances with one or more hazardous properties, the seller shall characterise the risks associated with their use, identify hazards and specify safeguards for safe handling, storage and transport of these substances, especially with respect to health protection, in the corresponding documentation for such goods.

2. The seller shall provide the buyer with corresponding information on the risks associated with the use of the goods in specific operating and user conditions, including information on safeguards to protect against such hazards and to take measures under specific regulations to ensure safety, health protection and in terms of fire protection.

X. Audit

1. If the seller declares that it has implemented a health, safety and environmental quality management system (certified or otherwise), it shall permit authorised employees of the buyer upon buyer request to conduct an audit at its premises focused on compliance with this system. The buyer has the right to request that the seller secure an audit of its processes related to ensuring the stable quality of its production. If the seller prevents such audit from being performed, the buyer has the right to request the delivery of goods with identical specifications from another producer from the seller or to refuse to take delivery of other goods from the same producer.

2. For the purposes of verifying cost effectiveness during the performance of the contract, the seller shall submit accounting records (financial statements, statement of assets and liabilities or statement of income and expenses) upon buyer request at any time. The buyer commits to handle such accounting records as confidential information and not to disclose such documents to any third parties without consent from the seller.

3. If discrepancies are identified on the part of the seller with respect to quality, the environment and work safety, the buyer is authorised to provide the seller with an adequate term to remedy such identified discrepancies, with the ability to conduct a follow-up audit thereafter.

4. If the seller fails to take proper precautions leading to an improvement in such quality and to remedy of discrepancies, even after an additional term is provided, such fact is considered a material breach of contract.

XI. Environmental protection

1. If the contract covers the delivery of goods containing chemicals or compounds, the seller shall provide the material safety data sheets for such goods in accordance with special legislation.

2. The seller may only deliver such chemicals or compounds that are registered under Regulation (EC) No. 1907/2006 - Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as amended. The seller is responsible for ensuring that the transport and packaging

of the goods complies with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), as amended.

XII. Contractual penalties

1. The buyer may seek payment of a contractual fine from the seller in the amount of 0.2% of the total purchase price for the goods stipulated in the contract if the seller is in default with the delivery of the goods under the contract (by the agreed delivery date) for every commenced day of delay and in the minimum amount of €20. The same applies if the seller fails to deliver or is late in delivering documents necessary for the acceptance or use of the goods or other materials that the seller is obliged to provide to the buyer under the contract.
2. The seller shall pay this contractual fine to the buyer's account identified in the call to pay the contractual fine within 10 calendar days from receipt of the call to pay the contractual fine by the seller,
3. Payment of the contractual fine does not relieve the seller of the obligation to deliver the goods or documents per the contract.
4. Payment of the contractual fine has no prejudice on entitlement to compensation for damages caused by breach of contractual obligations.
5. The creditor has the right to invoice the debtor for default interest in the amount of 0.02% of the outstanding amount for every day of delay on the part of the debtor for completing such payment.

XIII. Circumstances precluding liability

1. Circumstances precluding liability are impediments that occur independently of the will of the obliged party and prevent it from fulfilling its obligations where it cannot be reasonably expected that the obliged party could have avoided or overcome such impediment or its consequences or that it could have predicted such impediment at the time the commitment was made.
2. Impediments occurring at a time when the obliged party was in default with the fulfilment of its obligations or from its financial position do not preclude liability.
3. Neither of the parties is liable for default on their obligations under the contract if it is proven that:

- default was the result of extraordinary and unforeseeable and unavoidable events,
- the impediments and their consequences could not be predicted at the conclusion of the contract,
- the impediments and their consequences could not be prevented, avoided or otherwise overcome.

4. Unforeseeable and unavoidable impediments do not include those caused by failure to receive official permits, licenses or similar authorisation on the part of the obliged party.
5. The party that defaults on its obligations or that should have known it was in default with its contractual commitments given the circumstances shall notify the other contracting party of the nature of the impediment that prevents or will prevent it from fulfilling its obligations and the consequences thereof. Such report must be filed without any undue delay after the obliged party becomes aware of such impediment or could have known about it by exercising due care. Failure to comply with this reporting obligation commits the obliged party to provide compensation for damages that otherwise could have been avoided through timely notification.
6. The effects of circumstances precluding liability are limited to the period in which such impediment associated with these effects exists.
7. Circumstances precluding liability free the obliged party from the obligation to pay for damages, contractual fines and other contractually-agreed penalties.
8. The duration of circumstances precluding liability extends the period for delivery in such a way that is acceptable for the authorised party. The authorised party temporarily waives its right, if it exists, to withdraw from the contract during this period.
9. Each party is authorised to unilaterally withdraw from the contract if the circumstances precluding liability endure for more than 6 months.

XIV. Withdrawal from the contract

1. Any contracting party is authorised to withdraw from the contract if:
(i) the other contracting party materially breaches the contract, or
(ii) if circumstances precluding liability under Article XIII herein endure for a continuous period of more than 10 weeks.
2. It is possible to only withdraw from that portion of the contract affected by the material breach by the obliged party. The authorised party may withdraw from the contract in full if the remainder of the contract (i.e. delivery without the portion involved in the material breach of contract) would no longer serve its original purpose for this party. To clarify, unless the parties reach an agreement, this provision shall be interpreted to the benefit of the authorised party, i.e. the party that did not breach the contract.
3. Withdrawal from the contract must be completed in writing and must identify the reasons for withdrawal.

Withdrawal from the contract takes legal effect upon delivery of notice of withdrawal from the other contracting party.

4. Material breach of contract is defined as:
(i) breach of a contractual obligation specifically defined as such in the contract, or
(ii) such a breach of contract about which the obliged party, i.e. the party breaching the contract:

- knew of at the time of the breach of contract, or
- should have known about with respect to all circumstances known at the time of the breach of contract, or
- could have known about with respect to all circumstances that should have been known at the time of the breach of contract by exercising due care that the other (authorised) party would no longer have interest in such delivery.

(iii) breach of any other contractual obligation by the (obliged) party if remedy does not occur with an additional term provided by the (authorised) party in a written call to remedy such breach.

XV. Final provisions

1. All previous agreements, both verbal and in writing, with respect to the negotiations of the contents of this contract between the contracting parties are rendered null and void on the date of conclusion of the contract and are fully replaced by the contract.
2. If any provisions of the contract become invalid, unlawful or unenforceable in any way, such fact shall have no impact or interfere with the validity, lawfulness and enforceability of the remaining provisions of the contract.
3. The contract as well as rights and obligations thereunder, including assessment of their validity and the consequences of any invalidity, shall be subject to and interpreted using the material laws valid in Slovakia.
4. Legal matters that are not defined in the contract are subject to relevant provisions of the Commercial Code.
5. The contracting parties agree that all disputes arising from the contract or in connection therewith shall be resolved by mutual agreement. If no agreement is reached, these disputes shall be decided upon with final validity by the relevant court in Slovakia, with jurisdiction under the procedural regulations valid in Slovakia.
6. If not agreed otherwise in the contract, the buyer concludes the contract with the seller for a fixed term of 1 year and in Slovak language; meanwhile, the parties shall communicate in Slovak language over the duration of the contract.
7. Any documents shall be considered delivered if delivered in person or via registered mail with delivery confirmation or by a courier to the address of the given party as identified in the heading of the contract, unless special forms of delivery are agreed upon in other provisions of the contract, or to such an address that is notified to the party sending such documents in writing within 5 business days before such documents are sent at the latest. Registered mail that is not delivered on the first attempt and that is lodged at the post office shall be considered properly delivered on the third day of its lodging. Any documents under the contract shall be considered properly delivered if the recipient refuses to take delivery.
8. These Terms and Conditions enter into force and take effect on 1 July 2018.
9. Upon signature hereof, the seller confirms that it has reviewed the Terms and Conditions and accepts the terms laid down herein.

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Seller
(business name, signature of representative and stamp)