

GENERAL TERMS AND CONDITIONS OF TRADE s.r.o.

Effective from September 1, 2023

1. Introductory Provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") of Metrologie Slovakia s.r.o., with its registered office at Bajkalská 4, 821 08 Bratislava, Company no: 31 353 576, registered in the Commercial Register of the District Court Bratislava III, section: Sro, insert no. 5344/B (hereinafter referred to as the "Seller"), constitute an integral part of the Framework Agreement on Business Cooperation concluded between the Seller and its business partner (hereinafter referred to as the "Framework Agreement").
- 1.2. These GTC are available on the Seller's website: <https://www.metrologie.sk> and are also available at the Seller's commercial department.
- 1.3. These GTC take precedence over other general terms and conditions of trade, especially over any general terms and conditions of the Buyer. Different general terms and conditions other than these cannot be applied to the commercial relationship covered by these GTC, even if the Seller does not expressly object to them.
- 1.4. The entire sale of Goods is carried out based on the Framework Agreement and these GTC. Any deviations from these GTC are valid and effective only if they are agreed upon in writing by both Contracting Parties.

2. Initiating Business Collaboration

- 2.1. A prerequisite for establishing a business collaboration between the Seller and the interested party (future Buyer) is the conclusion of a Framework Agreement, to which these Terms and Conditions are an integral part.

3. Ordering

- 3.1. The Buyer can place an Order: (i) via the email address of the relevant employee of the Seller, or (ii) verbally, in person, or by phone, using the Seller's contact details provided on the Eshop.

4. Payment Terms

- 4.1. The purchase price for the Goods can be paid by one of the following methods: (i) in advance; or (ii) based on an invoice within its due date.

Payment in advance

- 4.2. Advance payment is executed based on a proforma invoice issued by the Seller. The proforma invoice number is used as the variable symbol of payment. If the ordered Goods are available in stock, the Seller sends the proforma invoice within 1 working day from confirming the Order to the Buyer. In all cases of advance payment, the delivery of Goods to the Buyer is possible only after the full amount of the purchase price (including any applicable fees) is credited to the Seller's bank account. After taxable performance, a proper tax document is sent to the Buyer.

- 4.3. Only with prior written agreement can the Seller accept other forms of confirmation of advance payment, such as a bank statement from the Buyer's account showing the payment of the purchase price (including any applicable fees).
- 4.4. If the full amount of the purchase price (including any applicable fees) is not credited to the Seller's bank account within 5 working days from the date of Order confirmation by the Seller, the Order is considered canceled and not binding for either of the Contracting Parties.

Payment on invoice within due date

- 4.5. Payment on invoice is possible only if the Seller allows this option to the Buyer. In such cases, payment on invoice is possible up to the business limit set by the Seller based on the Buyer's financial statements, the Buyer's market references, payment ethics of the Buyer, and the possibility of securing payment of the purchase price (including any applicable fees). The Seller informs the Buyer of the business limit upon request, or the Seller establishes it themselves.
- 4.6. The business limit may change over time, especially based on the criteria mentioned above. The Seller informs the Buyer of changes to the business limit upon request, or the Seller makes this information available after the change.
- 4.7. The business limit may change over time, especially based on the criteria mentioned above. The Seller informs the Buyer of changes to the business limit upon request, or the Seller makes this information available after the change.
- 4.8. Specific payment terms (especially the due date) are specified on each invoice (tax document) and are binding only for the respective business case (Order).
- 4.9. Pursuant to § 445 of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter "Commercial Code"), the Contracting Parties agree that the Seller retains ownership rights to the Goods until full payment of the purchase price for the Goods, including any applicable fees, accessories, and sanctions.
- 4.10. If the Buyer is in arrears with payment of any amount to the Seller, the Buyer undertakes to pay the Seller default interest at a rate of 0.05% of the outstanding amount for each day of delay, including fractions of days. Furthermore, the Seller is entitled to contractual penalty amounting to 10% of the invoiced amount if, due to the Buyer's delay in paying the invoice, the Order is canceled. To dispel any doubt, the Seller is entitled to apply both default interest and contractual penalty in case of the Buyer's delay.
- 4.11. The Seller is entitled to request security for payment of the purchase price (including any applicable fees) from the Buyer or any other person acting upon the Buyer's instructions, in any form acceptable to the Seller, especially by bill or guarantee.
- 4.12. If the full amount of the purchase price (including any applicable fees) is not credited to the Seller's bank account within 15 calendar days after the due date of the invoice for the respective Goods, the Seller is entitled to withdraw from the specific Partial Purchase Agreement.

General provisions

- 4.13. In the case of invoicing in a foreign currency, the Buyer is obliged to pay the amount in the foreign currency indicated on the tax document to the respective account of the Seller for foreign currency payments specified on the tax document. The Buyer is also required to cover all their bank charges and any currency conversion fees. In case of a lower amount being credited to the Seller's bank account due to adjustments for payments or charges as mentioned in the previous sentence, or other charges applied on the Buyer's side, the Seller is entitled to request payment of such difference.
- 4.14. If the Buyer has outstanding overdue obligations to the Seller, the Seller is entitled to use received payments to cover these overdue obligations. If the Seller has already incurred costs related to the delivery of the affected Goods or collection of overdue obligations, claims for default interest, or contractual penalties, the Seller is entitled to apply received payments first to costs, then to default interest and contractual penalties, and finally to the purchase price of the Goods. The Seller is obliged to inform the Buyer about the use of payments for this purpose.
- 4.15. In the event of insolvency or impending insolvency of the Buyer according to relevant provisions of the Commercial Code and Act No. 7/2005 Coll. on Bankruptcy and Restructuring, as amended, the Seller is entitled to cancel all Orders, not deliver the ordered Goods (including Goods for which a Partial Purchase Agreement has already been concluded), and refrain from supplying any further Goods to the Buyer (i.e., not accepting new Orders).
- 4.16. The Contracting Parties agree that in case of: (i) Buyer's delay with any payment; (ii) insolvency or impending insolvency of the Buyer according to relevant provisions of the Commercial Code (especially § 67a) and Act No. 7/2005 Coll. on Bankruptcy and Restructuring, as amended; or (iii) initiation of any execution or enforcement of decisions against the Buyer; the Seller is entitled to cancel all payments owed by the Buyer, regardless of whether such payments are already due. The Seller is obligated to inform the Buyer in writing about the cancellation of payments. In the above-mentioned cases, the Seller is also entitled to cancel all Orders, not deliver the ordered Goods (including Goods for which a Partial Purchase Agreement has already been concluded), and refrain from supplying any further Goods to the Buyer (i.e., not accepting new Orders).

5. Delivery conditions

- 5.1. If not agreed otherwise, the Buyer always bears the costs of transporting the Goods. If, by agreement of the Contracting Parties, the Seller arranges transportation for the Buyer, the Seller is entitled to invoice the Buyer for the transportation costs (surcharge for transportation) of the Goods according to the current price list available on the Eshop website: <https://www.metrologie.sk> or upon mail request to info@metrologie.sk
- 5.2. When dispatching Goods through a carrier, the Goods will be delivered to the Buyer within 3-7 business days if the order is placed until 17:00 the previous business day. If the order is placed after 17:00, it will be processed the following business day.

- 5.3. In case of dispatching Goods through a carrier, Goods that the Seller doesn't have in stock will be sent to the Buyer within the deadlines specified in Article 5.2 of the GTC, which start running from the day when the Goods are delivered to the Seller's warehouse by their supplier. The Seller is obliged to inform the Buyer about the probable delivery date. In case the Buyer doesn't agree with it, they can cancel the relevant Order concerning such Goods. The Contracting Parties agree that after the conclusion of the Partial Purchase Agreement or an extension of the delivery term to the Seller by the supplier, this circumstance exempts the Seller from liability for delayed delivery of the Goods. In such a case, the Buyer has no claim for damages or any other claims against the Seller and also has no right to withdraw from the Partial Purchase Agreement.
- 5.4. The Contracting Parties agree that, in case of the method of payment of the purchase price in advance (see Article 3.1-3.4 of the GTC), the delivery period for the Goods will not commence before the purchase price (including any applicable fees) is credited to the Seller's bank account.
- 5.5. The Contracting Parties agree that the above-mentioned delivery periods are indicative only. The Seller bears no responsibility for any damage or other negative consequences arising due to the delivery of Goods after the specified delivery periods. Therefore, the Buyer is obligated to always order Goods with sufficient advance notice.
- 5.6. Delivery periods do not elapse during the period of the Buyer's delay in fulfilling obligations under the Framework Agreement (including GTC), particularly delays in payment of the purchase price or the acceptance of Goods.
- 5.7. The Seller is entitled to deliver the Goods in parts, meaning the entire Order does not need to be delivered all at once.

6. Buyer's delay in accepting goods

- 6.1. In case the Buyer fails to accept the Goods within the delivery period (for Goods delivered through a carrier) or within the deadline specified in the Seller's request for accepting the Goods (in other cases), the Buyer is obligated to reimburse the Seller for all the expenses incurred as a result (such as costs for re-delivery or storage costs).
- 6.2. If the Buyer does not accept Goods upon delivery, the Seller is entitled to send the goods back to the original dispatch location at the expense of the Buyer or store such Goods at the risk and expense of the Buyer. The Seller may use an external storage facility for this purpose. The Seller is obligated to promptly inform the Buyer about this further transport or storage of the Goods.
- 6.3. If the Seller arranges the transport to the original destination or storage of unaccepted Goods, the buyer is obliged to pay for these costs resulted from the unacceptance of the goods, and for which a proof such as an invoice will be sent to the Buyer.
- 6.4. The maximum storage period for unaccepted Goods is 28 calendar days. After this period expires, the Seller has the right to dispatch the Goods to the address specified by the Buyer in the Order or to the Buyer's registered office address (at the Seller's discretion). The Buyer bears all the costs associated with such transportation of Goods and the associated risks.
- 6.5. The Contracting Parties agree that in case of the Buyer's delay in accepting the Goods, the risk of damage to the Goods transfers to the Buyer at the moment when the Goods were supposed to be accepted for the first time (regardless of whether they were actually accepted or not).

7. Moment of transfer of risk of damage to goods

- 7.1. The moment of transfer of the risk of damage to the goods depends on the method of delivery of the goods. In the case of delivery of the goods by the contracted carrier of the seller, the risk of damage to the goods is transferred to the buyer at the moment of delivery of the goods to the delivery address specified by the buyer. In the case of delivery of the goods by the contracted carrier of the buyer, the risk of damage to the goods is transferred to the buyer at the moment when the seller hands over the goods to the carrier.
- 7.2. In the event of delivery of the goods by the contracted carrier of the seller, the goods are considered delivered at the moment of signing the consignment note by the buyer or a person authorized by the buyer. Before signing, the buyer is obliged to inspect the shipment according to the presented consignment note, including the number of packages, the integrity of the shipment, etc. If the information on the consignment note does not match or if the original packaging is damaged or the original adhesive tapes placed on the joints of the packaging are broken, the buyer is either obliged to refuse the shipment as a whole and refuse to sign the consignment note, or keep the shipment with a note "subject to inspection." In the latter case, the buyer should inspect the contents of the shipment, especially the number and type of missing or damaged goods, in the presence of the carrier. The result of the inspection should be documented in writing in the consignment note or a complaint protocol provided by the carrier. Additionally, the buyer is obligated to notify the seller of any discrepancies in the shipment or defects in the goods no later than the next working day after receiving the goods.
- 7.3. If the contracted carrier of the seller refuses to create a complaint protocol or to note "subject to inspection" on the consignment note, the buyer is obliged to refuse the shipment as a whole. Furthermore, the buyer is obligated to notify the seller of the refusal of the shipment, following the procedures outlined in these terms and conditions, no later than the next working day after receiving the goods.
- 7.4. If the buyer accepts the goods without inspecting them upon receipt, or if defects are discovered in the shipment and the buyer does not follow the procedures described in sections 7.2 and 7.3 of the GTC, including timely reporting of discovered defects to the seller, the buyer cannot make any claims regarding defects in the goods (including missing pieces or incorrectly delivered types of goods or damage due to improper packaging) that could have been identified through proper inspection. In such a case, the buyer cannot make claims based on other legal grounds (e.g., compensation for damages, etc.).
- 7.5. The procedure for resolving issues with missing or damaged goods is further outlined in these terms and conditions and is also described on the seller's website: <https://www.metrologie.sk>
- 7.6. For the purposes of these terms and conditions, the term "consignment note" also includes delivery notes, delivery receipts, or any other comparable written document.

8. Inspection of Goods, Notification of Defects, Sending Goods for Complaint

- 8.1. The buyer is obligated to conduct a thorough inspection of the goods immediately upon their receipt, regardless of whether the receipt occurs: (i) directly by the buyer at the seller's establishment; (ii) by the buyer's contracted carrier upon delivery; (iii) at the delivery address upon delivery by the seller's contracted carrier; or (iv) through any other means. The parties agree that the seller is not obliged to present the goods to the buyer.

- 8.2. Claims regarding defects in the goods that are identifiable during a proper inspection upon receipt must be submitted in writing by the buyer no later than the next working day to the seller. Failure to do so will result in the buyer losing the right to make claims based on such defects.
- 8.3. Defects in the goods that existed upon receipt but could not be detected through proper care at the time of receipt must be reported by the buyer to the seller within 5 working days from the time when they could have been detected. Failure to do so will result in the buyer losing the right to make claims based on such defects.
- 8.4. The obligation to notify defects in a timely manner and the consequences of failing to do so apply to warranty claims for the quality of the goods (if provided). The length of the warranty period is not affected by this provision.
- 8.5. Along with notifying the seller of defects in the goods, or immediately thereafter, the defective goods must be sent or delivered to the seller's designated service center. This service Returns & Reclamations section. This provision does not apply to defects in the goods resulting from mechanical damage. In such cases, the buyer must first notify the seller of the defect via email at info@metrologie.sk and attach photographic documentation of the goods and their original packaging. Subsequently, the buyer will send the defective goods according to the instructions provided by the seller's customer service.
- 8.6. The goods can be sent to the service center only with a designated RMA number, which will be sent to the Buyer by the Seller. The proof of the assigned RMA number (RMA form with package number) must always be attached to the shipment of the claimed goods. The goods must be sent pre-paid (i.e., transport costs must be covered), and in the case of a valid claim, the seller will reimburse the buyer for the shipping costs. The seller is entitled to reject goods sent for claims without authorized RMA (i.e., without an RMA form with a package number) as goods for which it cannot be proven that they were delivered to the seller.
- 8.7. The goods sent for claims must meet the following criteria for the claim to be processed:
 - 8.7.1. components sensitive to electrostatic charge must be packaged in antistatic material;
 - 8.7.2. the goods must be properly packaged to prevent damage during transport;
 - 8.7.3. the goods must include all accessories that were part of the original delivery, unless otherwise indicated in the RMA form;
 - 8.7.4. the goods must only bear original labels and
 - 8.7.5. Serial numbers, warranty stickers, and product codes must not be damaged or removed.
- 8.8. In the event that the requirements for submitting a claim as outlined in section 8.7 are not met, the seller is entitled to reject the claim as unjustified or due to improper handling or transportation of the goods.
- 8.9. The provided email address: info@metrologie.sk can also be used by the buyer to obtain all the information about the processing of the claim.
- 8.10. The buyer is obligated to back up any data associated with the claimed goods that the buyer wishes to preserve. The buyer acknowledges that due to the potential exchange of the claimed goods for new ones, there might not be an opportunity to back up data later. The seller bears no responsibility for lost data and is not liable for any resulting damages.

9. Rights arising from defective performance

- 9.1. The parties have agreed that the potential liability of the Seller for defects in the Goods, as well as the warranty for the quality of the Goods, is exclusively directed towards the Buyer. In the event that the Buyer sells Goods purchased from the Seller to other individuals, the Buyer is obliged to provide warranty and post-warranty service for these Goods at their own expense (the potential liability for defects or the warranty for the quality of the Goods provided by the Seller to the Buyer during the warranty period is not affected by this). Claims for defects in the Goods, as well as the warranty for the quality of the Goods, cannot be transferred or assigned by the Buyer to a third party without the prior written consent of the Seller.
- 9.2. The rights and obligations of the Contracting Parties regarding rights arising from defective performance are governed by applicable mandatory regulations (especially provisions §§ 422-441 of the Commercial Code) if the Framework Agreement provisions or these GTC do not stipulate otherwise.
- 9.3. The parties have agreed that drawings, illustrations, dimensions, weights, and other information regarding the Goods provided on the E-shop or in the Order or their confirmations are considered only as indicative values and in no way represent an assurance of the properties of the Goods, unless they are expressly agreed upon in writing.
- 9.4. The Seller provides a warranty for the quality of the Goods, by which the Seller undertakes that the Goods will be fit for the intended use for a certain period or will retain their usual qualities. The usual warranty is 1 year for business clients and 2 years for private individuals, unless specified otherwise. The commencement of the warranty period starts with the transfer of the risk of damage to the Goods from the Seller to the Buyer.
- 9.5. Liability for defects or warranty for quality will not apply to Goods sold at a lower price due to a defect for which the lower price was set. The Buyer is not entitled to claims for defects or warranty for quality if, before receiving the Goods, they were aware or should have been aware that the Goods have a defect, or if the Buyer caused the defect themselves.
- 9.6. The parties have agreed that if the defect in the Goods constitutes a substantial breach of the Partial Purchase Agreement, the Buyer has the right, in the case of properly claimed complaints or warranty for quality:
- 9.6.1. to have the defect remedied by delivering a new item without defects or by delivering the missing part of the goods;
 - 9.6.2. to have the defect remedied by repairing the goods;
 - 9.6.3. to be granted a reasonable discount from the purchase price; or
 - 9.6.4. to withdraw from the Partial Purchase Agreement concerning the defective Goods (the rest of the Partial Purchase Agreement remains unaffected by such withdrawal).

- 9.7. The contracting parties agree that if a defect of the goods constitutes an immaterial breach of the Partial Purchase Agreement, the Buyer shall have the right, in the case of a properly lodged complaint or warranty claim for quality:
- 9.7.1. To have the defect rectified by repairing the goods; or
 - 9.7.2. To receive a reasonable discount from the purchase price.
- 9.8. The choice between the claims specified in Article 9.6 of the General Terms and Conditions or Article 9.7 of the General Terms and Conditions shall be made by the Seller or, on their behalf, by the seller's service center. The contracting parties agree that complaints are primarily processed by repairing the Goods, and the Buyer may be entitled to a discount from the purchase price or a full refund of the purchase price (in the case of withdrawal from the Partial Purchase Agreement) only if the complaint cannot be resolved in any other way. In this regard, the contracting parties agree that § 439 para. 2 of the Civil Code shall not apply to their contractual relationship, and the Buyer is also not entitled to reduce the price of the delivered Goods in any way without the consent of the Seller. To avoid doubt, the Buyer expressly waives these rights.
- 9.9. When the Goods are returned from repair, the Buyer is informed about the resolution of the complaint through a document such as "repair release", a similar document of significance or an e-mail. The warranty period provided for the Goods is extended by the time taken to resolve the complaint. In the case of resolving a complaint by exchanging the Goods for a new unit, the warranty period starts from the day the risk of damage to the originally claimed Goods is transferred to the Buyer.
- 9.10. The Seller's aim is to resolve complaints within 30 days from the commencement of the complaint procedure by delivering a proper complaint and the Goods to the Seller or their service center. The Seller is authorized to extend this deadline for special reasons (e.g., the need for further testing of the claimed Goods, the necessity to send the Goods abroad to the manufacturer, etc.). The day of handling the complaint is considered to be the day when the claimed Goods were returned to the Buyer, except in cases where the Buyer does not properly accept the Goods, in which case the day of handling the complaint is considered the day of the first notification of the complaint resolution.
- 9.11. The contracting parties agree that in the case of an unjustified complaint, the Seller is entitled to charge the Buyer the costs incurred for processing the complaint (e.g., fees paid to the Seller's service center, handling and transportation costs, etc.), at their actual amount, but at least €10 for each individual unit of Goods subject to unjustified complaint (without the need for the Seller to prove these minimum costs to the Buyer). An unjustified complaint is especially considered in these cases:
- 9.11.1. The Goods are sent for complaint without an assigned RMA code or in violation of Article 8.7 of the General Terms and Conditions;
 - 9.11.2. The described defect does not manifest during testing;
 - 9.11.3. The warranty period of the Goods has already expired;
 - 9.11.4. The Goods were not purchased from the Seller;
 - 9.11.5. The defect was caused by improper use or mishandling of the Goods;
 - 9.11.6. The defect arose due to normal wear and tear or aging of the Goods, which is not its defect; or

- 9.11.7. In other cases stipulated by the Framework Agreement, General Terms and Conditions, or other documents related to the Goods.
- 9.12. The Seller or the Seller's service center shall promptly inform the Buyer about the complaint resolution. If not stated otherwise in these General Terms and Conditions, the Buyer is obliged to collect (or arrange for collection of) the Goods within 30 days from the receipt of the notification about the complaint resolution. If the Buyer fails to do so, the Seller is entitled to charge the Buyer a storage fee of 1% of the purchase price (including VAT) of the Goods for each day, including partial days, of storage. If the Buyer does not collect the Goods within 2 months from receiving the notification of the complaint resolution, the Seller is entitled to sell the Goods and use the proceeds to cover the storage and associated costs, or to reimburse the excess to the Buyer or offset it against any outstanding payment owed by the Buyer to the Seller.

10. Disclaiming Liability for Defects or Quality Warranty

- 10.1. The Seller shall not be held responsible for the Buyer's inadequate selection of the Goods or for any damage caused by unprofessional interference or installation by the Buyer or a third party. Furthermore, the Seller shall not be liable for defects in the Goods resulting from the use of unauthorized software, non-original consumables, computer viruses, usage of the Goods under conditions that do not meet their temperature, dust, humidity, chemical, and mechanical resistance, work environment conditions of office settings, excessive strain on the Goods, or usage of the Goods in a manner conflicting with the instructions, similar documentation, or general guidelines for handling such Goods, unprofessional installation, operation, handling, or negligent care of the Goods, or connection to an electrical network not compliant with the respective technical standard (EN/STN). The Seller also disclaims liability for defects in the Goods in cases of breaching the warranty seal, removal of original labels containing serial and product codes on the Goods.
- 10.2. Beyond the instances detailed in Article 10.1 of the General Terms and Conditions, liability for defects in the Goods and warranty for their quality expire if the instructions for the use and maintenance of the Goods are not adhered to, or if changes or modifications are made to the Goods, parts are substituted, or non-original materials are used that do not conform to the original specifications, or incorrect software is employed. It also holds that if the defect was caused by improper usage, storage, or handling of the Goods (e.g., mechanical or similar damage) or external interventions, as well as by opening the Goods and breaching the warranty seal, or by removing or tampering with original labels containing serial and product codes. Warranty and liability for defects do not extend to normal wear and tear, or to minor deviations in dimensions and/or other qualitative and performance parameters of the Goods. Liability for defects in the Goods and warranty for their quality do not apply to consumables, especially wearing parts such as printer heads, ink ribbons, typewriter wheels, toners, batteries, and other similar parts.
- 10.3. The contracting parties agree that for Goods of a software nature, complaints can only be lodged for physical media illegibility, media damage, or damage to documentation (manuals). Beyond other liability limitations of the Seller, the contracting parties further agree that upon removal of protective elements on such Goods (adjustment foil, seals, etc.) or upon the provision of an activation key in written or electronic form, the user becomes a licensed user of the said Goods, with the license no longer subject to complaint, and any liability for defects or warranty for the quality of the said Goods is extinguished thereby.

- 10.4. The Seller shall not be held liable for any damages resulting from incorrect or unsuitable (especially, but not exclusively, in violation of the Goods' instructions) operation of the Goods, or for incompatibility with other products, as well as damages resulting from external events and mishandling. For clarity, defects of such origin are not covered by the provided warranty for quality.

11. Copyrights, Licenses

- 11.1. In cases where the Goods include software or potentially other objects protected by intellectual property rights (collectively referred to as "**IP rights**"), the utilization of IP rights is governed by licensing arrangements or licensing agreements concluded with the author or the owner of the proprietary rights. In relation to IP rights included in the Goods, the Seller has no involvement in the relationship between the author or the owner of the proprietary rights on the one hand, and the Buyer (or potentially their customers) on the other. Specifically, the Seller does not provide any warranty or assume any liability for any defects in IP rights. This does not affect liability for other defects of the Goods for which the Seller is responsible under these General Terms and Conditions.
- 11.2. The Buyer acknowledges that in cases where they request a refund of any copyright or similar fees from collective management organizations of copyright-related property rights, they are obligated to provide the relevant documentation and evidence to the respective collective management organization as per their requirements. The Seller assumes no liability for the potential non-reimbursement of these fees to the Buyer, for any reason whatsoever.

12. Export

- 12.1. In the event of exporting the Goods outside the Slovak Republic, the Buyer is responsible for compliance with all relevant legal regulations associated with such action.
- 12.2. Buyers with a registered address in a European Union country other than the Slovak Republic are required to provide the Seller with a copy of their value-added tax registration certificate once a year. In case of changes to this certificate, the Buyer must promptly notify the Seller along with the necessary documents verifying the change. For non-compliance with this obligation, the Buyer shall be held liable for any resulting damages to the Seller.

13. Return of Goods and Packaging

- 13.1. The Seller fulfills its obligations related to the separate collection, return collection, processing, utilization, and disposal of electrical equipment, electronic waste, batteries, and accumulators by transferring these obligations to another legal entity responsible for joint compliance with these obligations.
- 13.2. Furthermore, the Seller declares that the product packaging meets the requirements for market entry according to the respective legal regulations, and that the obligations for the return collection and utilization of waste from packaging are fulfilled through an agreement with an authorized third party.
- 13.3. Additional information regarding the specifics of these matters is available in the Eshop or can be obtained from the Seller upon request.

14. Administrative and Other Fees

- 14.1. The Buyer is entitled to receive documentation related to their business activities beyond what is accessible through the Eshop.
- 14.2. When requesting the issuance of documents, the Buyer is obligated to contact the Seller's accounting department or credit control department, with the issuance of relevant copies subject to the approval of the responsible employee of the Seller.
- 14.3. In cases where documents are provided according to Article 14.1 or Article 14.2 of the General Terms and Conditions, the Seller is entitled to charge an administrative fee of €5 + VAT for each provided document: (i) available through the Eshop; or (ii) previously provided to the Buyer. This administrative fee is payable based on a separate invoice issued at the time of document issuance.
- 14.4. The Seller is entitled to reimbursement of costs associated with potential debt collection for the Buyer, in accordance with applicable legal regulations, at a minimum according to the Slovak Government Regulation implementing certain provisions of the Commercial Code No. 21/2013 Coll.

15. Final Provisions

- 15.1. These General Terms and Conditions are valid and effective as of the date indicated in their header under the title and replace and fully supersede all previous valid General Terms and Conditions.
- 15.2. In the event of changes to legal regulations, any references to legal regulations or their provisions mentioned in the Framework Agreement or the General Terms and Conditions must be interpreted as references to the original legal regulations replaced or amended by new legal regulations, so as to preserve the original intent of the reference.