

## GENERAL TERMS AND CONDITIONS OF TRADE

### Article I. Definitions

1. **General terms and conditions of trade** (hereinafter GTT) govern the legal relations in trade cooperation between BAIT s.r.o. and buyers, unless these relationships are established in another separate agreement. GTT are available on the website [www.bait.sk](http://www.bait.sk), as well as in the company domicile and premises.

2. **The seller** is BAIT s. r. o., registered in the Register of Companies of Bratislava I, section Sro, insert no. 38214 / B (hereinafter the seller).

#### 2a. Domicile of the seller

Matičná 5, 900 28 Ivanka pri Dunaji

#### 2b. Identification of the seller

ID: 35963379, VAT: SK2022085340

#### 2c. Contact details of the seller

tel.: +421 903 566 388

fax: +421 2 4594 5087

e-mail: [info@bait.sk](mailto:info@bait.sk)

#### 2d. Premises of the seller

Bárdošova 2 / A, 831 01 Bratislava 37

#### 2e. Working hours at the premises of the seller

Monday - Thursday 9:00-17:30

3. **Sales Representative** is an employee of the seller authorized of representation in trade negotiations.

4. **Buyer** is a customer (hereinafter the buyer) who purchases products and services of the seller based on these GTT, confirms the price offer in a written form and sends it to the seller by post, fax or e-mail. The agreement with the determination of other conditions is possible in a separate written agreement.

5. **Distributor** is a customer who orders products and services for another user, and closes obligations to the seller. The distributor acts as a buyer and has a written authorization to take over the subject of performance and to any negotiations related to its use.

6. **A person authorized to act on behalf of the buyer**, or to carry out acts that imply obligations to the seller, can only be a statutory body of the buyer, a person appointed to it or other authorized persons. Other people can perform these acts for the buyer based on a authority which they must submit to the seller.

7. **Parties** are the seller and buyer who enter a mutual business relationship open by written or oral requirement of the buyer and written or oral offer of the seller.

8. **Price offer** is a written document which upon written or oral requirement of the buyer is prepared and submitted by the seller. It includes identification data of the parties, a list of products and services offered, the basic prices, discounts and any other relevant particulars related to the subject of performance. Validity of a price offer is 30 calendar days, unless indicated otherwise. The seller reserves the right to change details in a price offer after its expiry. Attachments to a price offer (marketing materials and information leaflets) are of an informative nature only.

8a. **Price offer confirmed by the buyer** is a written document that expresses the requirement to obtain precisely specified products and services from the seller and confirms a unilateral act of the buyer in relation to the seller. A price offer is considered to be acceptable if it is confirmed in a written form by the buyer and sent by post, fax or e-mail to the seller. Such a price offer is considered an order according to these GTT.

8b. **Price offer confirmed by the seller** is a written document by which the seller confirms the receipt and acceptance of the order of precisely specified products and services from the buyer. An order is considered to be acceptable if it is confirmed in a written form by the seller and sent by post, fax or e-mail to the buyer. Such an order is considered a binding order according to these GTT.

9. **The subject of performance** is the sum of all products and services sold. The seller has the right to change and complement the range of products and services offered.

9a. **Delivery of the subject of performance** (hereinafter the delivery) is the moment of transfer of a product or a service to the buyer. Partial delivery is possible after mutual agreement of the parties while the buyer is not entitled to refuse it.

10. **Reclamation** is the buyer's unilateral action in relation to the seller, whereby the buyer may exercise the rights of the responsibility for errors attributed to the subject of performance. Reclamation shall be governed by the Commercial Code, as amended.

11. **Due date** is set by the seller and is the date on which the full purchase price including VAT must be credited the seller's account. For payment by bank transfer the due date is 14 days after the invoice issue date and can only exceptionally be extended after mutual agreement of the parties.

12. **Take over protocol** is a document that identifies and confirms the take over of products and equipment from the seller, which in connection to the services ordered shall be handed over to the buyer. The take over protocol includes dates, names and descriptions of the equipment, as well as the name, surname, and signature of the person responsible for the take over.

### Article II. GTT properties

1. These GTT are valid in full for the entire business cooperation until the settlement of all obligations and rights of the parties and shall be binding unless the seller and buyer agree on other terms and conditions in a separate agreement.

2. Deviations from these GTT shall be valid and effective only if they are confirmed by both parties in a written form. Other conditions agreed by the parties in a separate agreement prevail over the provisions of these GTT.

3. Establishment of a business relationship is always subject to a written confirmation by both parties. By signing legally binding documents which links to the establishment of a business relationship regarding the delivery of the subject of performance, the parties agree that their contractual relationship will be guided by the provisions of the Commercial Code, as amended.

4. In the event that any provision of these GTT is inconsistent with the existing legislation, the valid legal enactment will be applied and the inconsistent provision of these GTT will not be used for the relationship of the parties.

5. The buyer accepts the validity of the GTT and they enter into force at the moment of take over of the ordered products or services from the seller.

### Article III. Price offer and binding order of the subject of performance

1. Individual business cases arise upon the confirmation of the price offer by the buyer (a order) and the acceptance of the order by the seller (a binding order). Both confirmations must be in a written form and sent by post, fax or e-mail.

1a. Oral orders are accepted only in exceptional cases and agreed in advance.

2. Once the confirmed price offer is received from the buyer, the seller verifies all the requirements of this order. Once all the requirements are clearly specified and complete, the seller confirms the acceptance of

this order in a written form (post, fax, e-mail).

2a. Oral confirmation of acceptance of an order by the seller is only possible in exceptional cases.

3. A binding relationship between the contracting parties arises by sending the seller's acceptance of an order.

4. An order received after the validity period may still be accepted by the seller but at the same time the seller reserves the right to adjust prices and other particulars of the ordered products and services according to the current conditions. The seller must immediately inform the buyer about such adjustments.

5. A binding order must contain the following information:

- business name and company domicile,

- company ID and TIN,

- registration data from the Trade Register or the Register of Companies,

- bank details,

- delivery and billing address (especially if they are different from the company domicile),

- name and surname of the responsible person and contact details,

- name and surname of the person authorized to act on behalf of the buyer,

- further particulars related to the subject of performance.

5a. The seller has the right to suspend performance and demand from the buyer the missing particulars of the binding order in a reasonable time.

5b. The seller reserves the right to verify by telephone the identity and eligibility of the person responsible. The seller is entitled to refuse performance in case any inconsistency is detected, especially if the inconsistency detected is in the information on persons authorized to order product or services on behalf of the buyer.

5c. The buyer must clearly indicate all specific requirements on the subject of performance in the order. If the seller is unable to meet any of the requirements listed in the order, the seller must propose an alternative solution to the buyer and prepare a new price offer.

7. Sales representatives of the seller are not competent to sign written contracts, to confirm the price offers and orders, to bargain other agreements, nor to give further oral confirmations beyond these GTT or beyond written contracts and confirmed orders.

#### 8. Order cancellation – buyer

8a. The buyer has the right to cancel an order after receiving the confirmation of order acceptance from the seller only if the seller fails to comply with the agreed conditions of the subject of performance delivery in a demonstrable way.

8b. The buyer is liable for losses caused to the seller in case of a binding order cancellation. The seller exercises the right to payment of claims in particular for the purchase of products and equipment specified in the binding order or if some demonstrable costs have already been expended.

8c. The seller has the right to charge the buyer with a cancellation fee of up to 30% of the subject of performance price or its cancelled portion by standard products and services and 50% of the subject of performance price or its cancelled portion by specific products and services to cover the costs incurred by the seller effectively in connection to the change or cancellation of the order, unless otherwise agreed in advance.

#### 9. Order cancellation – seller

9a. The seller has the right to cancel the order or its portion:

- if it was not possible to confirm the order acceptance because of the buyer's unavailability,

- if the buyer fails to comply with the agreed conditions and show an active interaction in the subject of performance delivery,

- if the ordered product is not being shipped or manufactured anymore or its price, technical, and utility parameters have significantly altered.

In this case the seller is obliged to communicate this fact to the buyer. Once the purchase price or its part has been paid, the seller shall return the money to the account of the buyer.

### Article IV. Price of products and services

1. Price lists of individual products and services are available in the company domicile and the premises of the seller.

2. Prices listed in the current price lists are the basis for pricing a particular product or service and do not include the seller's costs associated with the subject of performance delivery, unless otherwise agreed by a separate agreement.

3. The prices shown in the price offer include separate items associated with the services provided. In case of interest in related or complementary services the buyer is obliged to mention this fact in the order.

4. The seller has the right to change prices listed in the price lists and technical specifications without prior written notification.

5. Oral and telephone information on pricing of the subject of performance are non-binding, unenforceable by the buyer, and of an informative nature only. They become binding once placed in a specific price offer.

6. The seller is not responsible for errors arising from the external printing of commercial, technical, and marketing materials.

7. The purchase price is due on the date determined by the invoice.

8. The buyer confirms by the accession to these GTT that by the price offer purchasing they are conversant with it and accept the stated prices.

### Article V. Delivery and acceptance conditions

1. Date of performance shall be deemed satisfied when the subject of performance is delivered to the buyer.

2. The seller may, in exceptional and objectively justified cases, extend the deadline, however, the seller must immediately notify the buyer about that fact.

3. Delivery period will become binding only when stated in the contract or in the order confirmation from the seller's side. In other cases, the delivery period is of an informative nature only and any non-compliance shall not be considered a serious breach of contractual conditions.

4. The seller has the right to refuse the performance without any penalties from the buyer's side, if the seller would be committed to a performance that is markedly impossible, detrimental or contrary to the usual rules. Further, the seller is authorized to do so if the buyer's obligations due on the order issue date or the agreed delivery date have not been settled. In this case the seller is entitled to extend the agreed delivery period by a period during which the buyer is in arrears in meeting the contractual obligations in relation to the seller.

### Article VI. Payment conditions and property rights

1. The usual payment conditions for the standard products and services delivery from the seller's side are considered:

- an advance payment transfer to the seller's bank account, thus the payment of the advance invoice issued by the seller in advance,

- an invoice payment transfer to the seller's bank account at the time of its maturity and under pre-agreed conditions specified in a separate agreement.

2. The payment of the advance invoice applies that the subject of performance take over is possible for the

buyer only after the full amount of the purchase price has been credited to the seller's account. Upon the payment the buyer receives the proper tax documents. In pre-agreed cases, the seller may accept the confirmation of the transferred payment e.g. the original extract from the buyer's bank account listing that payment.

3. Maturity of the invoice is stated in the invoice.

4. Payment means a payment of the full purchase price including VAT to the seller's account at once.

5. If the buyer has requested a change or an adjustment of the usual payment conditions, this requirement should be submitted in advance to the seller, who has the right to reject it if such a conduct would bring a risk of a financial loss. Any approved and agreed amendment must be stated in writing in the buyer's order or in another contractual document addressing the specific business case. Adjustments of the payment conditions may affect the agreed price of the subject of performance and are always bargained individually with each buyer based on the seller's will.

6. If the buyer is for any reason unable to pay the amount within a period of maturity stated in the invoice which is issued by the seller, the buyer is obliged to immediately communicate this fact to the seller. The seller has the right to assess the seriousness of the facts for their own financial management and in case of acceptance of the reasons, a change of the buyer's payment conditions can be negotiated.

7. If the buyer fails to pay the amount stated in the invoice within a period of maturity and if the parties fail to arrive at an agreement about the change in the buyer's payment conditions, the seller reserves the right to charge the buyer with a contractual penalty of 0.05% of the amounts due including VAT, for each day the payment is late starting on the date of the original maturity of the obligation until its full payment, however not longer than the first 30 calendar days. If the buyer's delay is longer than 30 days, the seller is entitled to claim a contractual penalty of 0.1% of the outstanding purchase price and also withdraw from the contractual relationship.

8. Termination of the contractual relationship must be in a written form and is effective from the moment of delivery to the buyer (post, fax, e-mail). In this case, the buyer is obliged to return everything received under this contract at their own expense.

9. Buyer's commitment to pay their obligation in full and on time to the seller is satisfied by the date of the agreed amount credited to the seller's account indicated in the invoice.

10. The subject of performance remains a property of the seller until full payment of the purchase price, even in the case that it is integrated into a system, which the buyer owns or uses. Full or even partial loss of the subject of performance, its granting as a backbond or an establishment of a provisory conveyance of title or other liability relation to the subject of performance for the benefit of a third party without the consent of the seller is excluded.

11. If the buyer fails to pay the agreed purchase price of the subject of performance, the seller is entitled to withdraw the subject of performance and the buyer gives the seller the irremissible right to enter the premises where the subject of performance is located at the usual time.

12. If the buyer fails to fulfill the obligation to pay the full price for the subject of performance in time or otherwise breaches the agreed conditions of the contractual relationship, the seller is entitled to suspend the provision of the subject of performance or of any related services until the buyer pays the obligation in full, including interest payments or contractual penalties for late payment.

13. The seller has the right to execute the stipulation of the tension of title under these GTT.

#### **Article VII.**

##### **Copyrights and licenses**

1. Copyrights and other intellectual property rights relating to software products (including manuals, maintenance manuals, and other documentation) continue to belong to the competent operator as the proprietor and are not concerned by the contractual relationship of the parties. The buyer has only a nonexclusive right to use the software products.

2. The buyer is not entitled to alter, conceal, remove or otherwise modify the used copyrights or other indications of entities stored on software products media or their parts, or the documentation that is supplied with the software products.

#### **Article VIII.**

##### **Data retention and privacy**

1. For the purposes of registration and simplification of the processes of purchasing the seller has the right to keep the information details on the buyer received during the business relationship or in connection with it which come from the buyer or third parties. This also applies to information about the course of business cases. Information is stored and used in accordance with the applicable laws of the Slovak Republic and are highly protected against misuse and theft.

2. The seller recommends to the buyer a change of sensitive data (e.g. authentication data) in order to secure it against misuse by third parties before the beginning of a business relationship and after its completion.

3. Stored information about the buyer are used only for the purposes of the seller and are not in any way or in any manner provided to a third party. Some data provided by the buyer have the nature of personal data under the Law no. 52/1998 (The privacy in information systems and following enactments) and the seller declares that these rules are being strictly followed.

#### **Article IX.**

##### **Confidentiality**

1. The buyer is obliged to keep confidential all information provided by the seller that relate to the implementation of the subject of performance and operations available. Some information may be considered clearly to be an intellectual property, company or trade secret of the seller and these should be maintained as confidential. Exceptions are the information known from public sources.

2. Any misuse or passing on of a pricing calculation, know-how or other information made available by the seller during the business relationship to a third party in order to obtain any benefit, is also considered a gross offense against good morals and violation of the principles of confidentiality.

3. In case of violations of confidentiality by the buyer, the seller is entitled to demand from the buyer to take reasonable steps to remedy the loss caused and immediately terminate the contractual (as well as a pre-contractual) relationship, eventually refer to the relevant authorities in order to protect their own assets and reputation.

#### **Article X.**

##### **Circumstances excluding liability**

1. The seller is responsible for the loss caused by a demonstrable breach of obligations arising from the business relationship with the buyer.

2. The seller is not responsible for the buyer's loss or damage caused by:

- Improper or inadequate use of the subject of performance,
- Use of the subject of performance in another environment or regime as recommended,
- Maintenance of the subject of performance by another person.

#### **Article XI.**

##### **Applicable law**

1. Legal provisions of the law of the Slovak Republic are valid for all legal relations between the seller and buyer, as well as for these GTT.

2. If any provision of these GTT becomes void, impracticable or ineffective, the validity, feasibility, and effectiveness of other parts of these GTT shall not be affected.

3. Should disputes between the parties by meeting their contractual obligations arise, these will be settled out-of-court. In the event of litigation between the parties the competent Commercial Court at the seller's domicile is responsible for the decision of the litigation.

#### **Article XII.**

##### **Final Provisions**

1. The buyer accepts and implicitly agrees with these GTT at the moment of delivery of the seller's order acceptance confirmation.

2. Any changes to the GTT and their force is declared by their publication on the seller's website [www.bait.sk](http://www.bait.sk) indicating the effective date in advance. The seller reserves the right to modify these GTT according to the business policy, consideration, and current legislation.

3. The buyer may place an objection against the new GTT in writing within 30 days from their publication. The parties have the right to terminate the existing contract if they do not agree to resolve the disputable provisions. The deadline for contract termination is 30 days and begins from the first day of the month following after the day on which the termination will be received.

4. These GTT shall enter into force two days after their publication on the seller's website.

5. These GTT shall be valid and effective from January 1, 2009.