



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITION OF TERMS AND RELATIONS

- 1.1. The General Terms and Conditions of Business (hereinafter referred to as GTC) define the terms and relationships in the ordinary course of business between the Buyer and the Seller, unless these relationships are otherwise specified by a special agreement. The GTC are published on the website of KODYS SOLUTIONS ([www.kodys.sk/en](http://www.kodys.sk/en)) and are also available at the company's registered office.
- 1.2. The warranty and claim conditions of KODYS SOLUTIONS (hereinafter referred to as the "W a C C") are an integral part of the GTC. The Terms and Conditions are published on KODYS SOLUTIONS's website and are available at the company's registered office.
- 1.3. The Buyer is any customer (hereinafter referred to as the Buyer) who places an order and purchases goods and services from the Seller on the basis of these GTC, unless a separate agreement defines different terms in a separate contract.
- 1.4. The Dealer is any legal or natural person buying goods and services from the seller for the purpose of resale to a third party and acts as a customer (hereinafter referred to as the buyer) on the basis of these GTC, unless otherwise agreed by a separate dealer agreement. The dealership relationship specified in a separate dealership agreement may have different terms and conditions than those set out in these GTC. The right to sell the subject of the contract to a third party must be evident from a current extract from the Business Register.
- 1.5. A payer is a buyer who enters into a contractual relationship with the seller but orders the item with the understanding that it will be used by another user or customer. The latter, as the user of the subject of performance, is authorised in writing by the payer to take over the subject of performance and to enter into all further negotiations in with its use.
- 1.6. Only a person authorised to act on behalf the Buyer, i.e. to enter into acts which give rise to any obligations towards the Seller, may act on behalf of the Buyer, i.e. the Buyer's statutory body or other authorised persons. Other persons may only act for the Buyer in this way on the basis of a written power of attorney which they present to the Seller at the time of negotiation
- 1.7. The Seller is the company KODYS SOLUTIONS<sup>®</sup>, s. r. o., registered in the Business Register maintained by the City Court Bratislava III, Section: SRO, insert no. 8247/B (hereinafter referred to as the Seller)
- 1.8. Seller's registered office: Sliáčska 2,  
831 02, Bratislava 3
- 1.9. Identification of the Seller: Identification number:31387454, VAT ID:SK2020321193
- 1.10. Contact details of the Seller  
tel.: 02 / 4342 3844, 4342 3836, 4341 3103,  
fax: 02 / 4341 2809 e-mail:
  - [info@kodys.sk](mailto:info@kodys.sk) and [kodys@kodys.sk](mailto:kodys@kodys.sk) for general
  - [obchod@kodys.sk](mailto:obchod@kodys.sk) for business
  - [servis@kodys.sk](mailto:servis@kodys.sk) for requests
  - [system@kodys.sk](mailto:system@kodys.sk) for configuration requests and other system
  - [software@kodys.sk](mailto:software@kodys.sk) for information on software
  - [marketing@kodys.sk](mailto:marketing@kodys.sk) for marketing information See also the Contacts section at [www.kodys.sk](http://www.kodys.sk) for more details.
- 1.11. Seller's working hours at the Company's registered office:  
On weekdays from 8.00 to 16.30 h
- 1.12. The Seller's agent is an employee of the Seller authorised and entrusted to represent the Seller in commercial negotiations.
- 1.13. The Parties are the Buyer and the Seller entering into a reciprocal business relationship opened by an oral or written request from the Buyer and an oral or written offer from the Seller
- 1.14. An offer is a written document prepared and submitted by the seller based on a preliminary request from the prospective buyer or an analysis performed. In addition to the basic identification data of the prospective contractual parties, the offer shall include a proposal for the solution, configuration of hardware components, services offered, consumables, or other components of the functional system, basic prices, discounts, delivery and payment terms, if any, and other provisions related to the implementation of the subject matter of the performance. The validity of the offer shall be 30 calendar days, unless otherwise specified. The Seller reserves the right to change the details of the offer after its expiry. Attachments to the offer, such as product specification brochures, marketing materials, etc., are for informational purposes only, unless expressly stated to be binding.

- 1.15. An order is a written document confirming a unilateral legal act of the Buyer in relation to the Seller expressing a request to purchase precisely specified goods and services from the Seller. The elements of an acceptable Purchase Order are set out below.
- 1.16. The Contract of Sale is a written document signed by both parties detailing the subject matter of the Contract and all other circumstances and conditions governing the supply of goods and services from the Seller to the Buyer. In addition to specifying the subject matter of the contract and other terms and conditions of delivery, the Purchase Contract shall contain all the particulars of an order and shall be considered to be an order (hereinafter referred to as the Order) for the purposes of these GTC.
- 1.17. Supplies of goods and services (hereinafter referred to as the "subject matter") is the sum of all equipment, components, spare parts, consumables, software developed by the Seller and third parties, licensing rights to these programs, services provided to ensure the functionality of these devices or system. The Seller reserves the right to change and supplement the range of goods and services offered.
- 1.18. The fulfilment of the Seller's obligation, i.e. the delivery of the subject of performance (hereinafter referred to as "delivery"), is the moment of handing over the goods or services to the Buyer or the first carrier. Partial performance is possible by agreement and the Buyer is not entitled to refuse it.
- 1.19. For the purposes of these GTC, the accompanying documentation is characterized as a set of documents with precise specification of the contracting parties, authorized persons, the delivered object of performance, delivery and payment terms and containing other necessary information for the fulfillment of the contractual relationship, such as the price and VAT rate, number of items, scope of services, licensing conditions, delivery dates, place of performance, etc. These documents are mainly the following: delivery note, handover protocol, installation protocol, acceptance protocol, service protocol, invoice, cash receipt, credit note, etc., which must contain the particulars laid down by the relevant statutory provisions and, in principle, require the form of a signed original.
- 1.20. A complaint is a unilateral legal act of the buyer in order to assert the rights of liability for the quality or defects of the subject of performance. The claim is governed by the provisions of the Seller's warranty and claim conditions, which are an integral part of these GTC.
- 1.21. The due date is the date set by the Seller by which the full purchase price, including VAT, must be credited to the Seller's account or paid in to the Seller or to this Company. The standard due date for payment by bank transfer is 7 days, which may only exceptionally be extended by special agreement of the parties. For more details, see the payment terms section below.

## **2. VALIDITY OF GTC**

- 2.1. These GTC are binding and apply in full for the entire business relationship until the full settlement of all rights and obligations of the parties, unless the Seller and the Buyer agree otherwise in a written contract.
- 2.2. Deviations from these GTC shall only be valid and effective if confirmed in writing by both parties. Different written agreements of the parties shall prevail over the provisions of these GTC.
- 2.3. By verbal agreement or by signing legally binding documents aimed at establishing a contractual relationship between the parties in the matter of delivery of the subject matter of performance, the parties accept that their mutual obligation relationship will be governed by the relevant provisions of the Commercial Code as amended from time to time. The establishment of the contractual relationship shall always be conditional upon receipt of a written order from the Buyer.
- 2.4. In the event that any provision of these GTC is in conflict with the legal regulations establishing the protection of consumer rights, such provision of the GTC shall not apply to the legal relationship of the parties and the relevant legal regulation shall be applied.
- 2.5. The Buyer accepts the validity of the GTC by signing a purchase or similar contract, by delivering a proper order to the Seller or by taking over the goods or services from the Seller and by this act they enter into force for him.
- 2.6. Anyone who is authorised to act on behalf the Buyer shall confirm by his signature, whether under the text of the Conditions or on any other accompanying document (such document being the order, purchase contract, delivery note, service protocol, etc. pursuant to clause 1.21 of these GTC) or in any other form, that he is familiar with these Conditions and at the same time declares that he accepts the Conditions without reservation in the applicable version.

## **3. OFFER AND ORDERING OF THE SUBJECT**

- 3.1. Individual business cases are concluded on the basis of a prior offer by the Seller and a subsequent order by the Buyer, which must be in written form sent by post, fax or e-mail.
- 3.2. Verbal orders are only accepted in exceptional or pre-agreed cases
- 3.3. The order must contain the following essential data
  - business name and registered office of the buyer
  - the name and signature of the person authorised to act on behalf the purchaser in the matter at hand
  - ID number and VAT number of the buyer
  - details of registration in the business or trade register
  - the buyer's bank account
  - the exact name of the item to be ordered (e.g. type designation of the goods, services required, software and licensing terms, etc.) and its quantity
  - delivery and billing address (especially if different from the buyer's registered office)
  - the agreed or required date of performance
  - the name of the person authorised to take over the object of performance and his contact details
  - the name and contact details (phone, e-mail) of the seller's employee handling the business case
  - other specific requirements for the subject matter

- 3.4 The Seller shall have the right to refuse or suspend performance and to require completion of missing essential details of the order within a reasonable period of time provided to the Buyer for this purpose. The expiration of this period without a response from the Purchaser shall result in the order being treated as if it had never been delivered.
- 3.5 The Seller reserves the right to verify the validity of the order at any time, for example by verifying the identity and authority of the signatory by telephone or by verifying the signature on the written order. If any discrepancy is found, especially in the details of the persons authorised to order goods or services on behalf the Buyer, the Seller shall be entitled to refuse to fulfill an order.
- 3.6 Upon receipt of an order from the Buyer, the Seller shall confirm its acceptance, in principle in written form. Verbal confirmation of receipt of the order is only exceptionally possible if time or other delivery conditions necessarily require it.
- 3.7 The Seller may also accept an order that is received after the expiry of the offer validity period, but reserves the right to adjust the prices, delivery terms, or other details of the ordered item according to the current conditions. It shall inform the purchaser of these facts without delay and request written consent to the changes.
- 3.8 If all items of the order are clearly formulated and specified, the Seller is obliged to confirm acceptance of the order within 3 working days of its receipt. By sending the order confirmation to the Buyer, the contractual relationship between the parties is established at that moment.
- 3.9 The Seller assumes the normal use of the subject of performance in with the specification laid down directly by the manufacturer. Any specific requirements of the Buyer for the subject of performance must be clearly stated in the Purchase Order.
- 3.10 If the Seller is unable to fulfil any of the items specified in the Order under the required conditions, the Seller shall provide the Buyer with a new offer specifying an alternative solution and request the Buyer's consent.
- 3.11 The Seller's employees are not authorized to negotiate additional oral agreements or give oral confirmations beyond these GTC or written contracts or confirmed orders.
- 3.12 Cancellation of the order by the buyer
  - upon receipt of the order confirmation from the Seller, the Buyer has the right to cancel the order only the Seller demonstrably fails to fulfil the agreed terms of delivery of the subject of performance.
  - in the case of cancellation of a confirmed order, the Buyer is obliged to pay the Seller for the damage caused by this action. The Seller shall claim the right to reimbursement of damages mainly in the case of purchase of goods according to a specific order of the Buyer or if demonstrable costs have already been incurred in with the procurement of these goods.
  - the Seller has the right to charge the Buyer a cancellation fee of up to 30% of the price of the subject of performance or its cancelled part for the normal range and of the price for the range specially ordered for the Buyer to cover the costs reasonably incurred in with the change or cancellation of the order, unless otherwise agreed in advance.
- 3.13 Cancellation of an order by the Seller

The Seller reserves the right to cancel the order or part of it in the following cases

  - the order could not be bindingly confirmed to the Buyer due to its unavailability
  - the ordered subject of performance is no longer manufactured or delivered or the price or its technical or utility parameters have changed significantly. In the case of such a situation, the Seller shall immediately contact the Buyer in order to agree on the next course of action. If the Buyer has already paid part or all of the purchase price, this amount will be credited to the Buyer's account
  - the buyer demonstrably fails to fulfil the agreed terms of delivery of the object of performance
- 3.14 A special way of ordering the subject of performance is the use of the Seller's online ordering system. Access to this system is only available to Buyers who are familiar with the online ordering method, agree to it and have been allocated their own account by the Seller. The Seller shall not be liable for any discrepancies caused by the internet data transmission by a third party.

## **4. PRICE OF THE SUBJECT**

- 4.1. The prices of individual goods, products and services of the Seller are set out in the price offer prepared on the basis of the specification requested by the Buyer, or in the current price lists available at the Seller's registered office or on its website.
- 4.2. For the pricing of a specific subject of performance, the prices stated in the Seller's written offer or the prices valid at the time of acceptance of the order as stated in the current price list shall apply.
- 4.3. Price lists issued or published by the Seller as well as verbal and telephone information on the prices of the subject of performance are informative, non-binding and not enforceable by the Buyer. They only become binding when they are stated in a specific quotation for the subject of performance.
- 4.4. The Seller reserves the right to change the technical and utility parameters of the subject of performance, as well as the prices published in the price lists without prior written notice.
- 4.5. The Seller shall not be liable for errors arising from external printing of sales, technical and marketing materials.
- 4.6. The prices of the subject of the performance as stated in the quotation also include separate items related to the services to be provided. The Buyer is also obliged to specify the requirement for related services in the Purchase Order.
- 4.7. The Seller may also publish some prices in foreign currency. When invoicing a business case, these prices shall be converted at the current exchange rate (Tatra banka, foreign exchange sale) on the date of issue of the delivery note or tax document, unless otherwise agreed in advance.
- 4.8. By mutual prior agreement, the Seller may also issue an invoice in a foreign currency (e.g. USD), which shall be paid by the Buyer in that currency to the Seller's account.
- 4.9. Some prices of imported goods quoted in € are linked to the current exchange rate of € to a foreign currency (e.g. USD), which is stated in the quotation. The Seller reserves the right to unilaterally increase the price of specific goods, and also of goods already ordered, compared to the price stated in the price list, in the offer or in the Buyer's accepted order, if between the date of validity of the price list, the submission of the offer or the confirmation of acceptance of the order of the object of performance and the date of payment of its purchase price by the Buyer, the exchange rate of the pegged foreign currency against € according to the exchange rate ticket of the National Bank of Slovakia (NBS) increases by more

than one percent (1%). In such a case, the Seller shall have the right to unilaterally increase the price of the goods by an amount equal to the percentage of the increase in this exchange rate.

- 4.10. Price means the Seller's stock price, unless otherwise agreed in a separate contract.
- 4.11. The price stated in the price list or in the offer includes all costs of the Seller associated with the acquisition of the subject of performance to its warehouse, with the packaging of the goods, their marking, attaching the necessary documentation, payment of previous customs, import and possibly other fees stipulated by current legislation, the fee to the recycling fund, costs associated with the protection of goods and their insurance, or other related costs included in the price, unless otherwise agreed in a separate contract.
- 4.12. By agreeing to these GTC, the Buyer confirms that he/she is aware of the price and accepts it.
- 4.13. The price is payable on the day specified in the invoice or according to the payment terms below.

## 5. DELIVERY AND ACCEPTANCE

- 5.1. The Seller shall deliver the object of performance to the Buyer according to the current stock of the specific goods, their availability at the manufacturer and the implementation and operational possibilities of the ordered services in the shortest possible time, usually within 2 - 7 working days, or as agreed.
- 5.2. If the ordered goods are available for collection earlier, the buyer will be informed of this in advance in the agreed form.
- 5.3. In the case of deliveries of a more extensive subject of performance associated with, for example, the import of specific goods not normally held in the Seller's warehouse, the development of customer software, the provision of professional services, etc., the delivery shall be dealt with according to pre-agreed terms and conditions.
- 5.4. In exceptional and objectively justified cases, the Seller may extend the deadline for performance, but shall immediately notify the Buyer of this circumstance.
- 5.5. The delivery period becomes binding only if it is stated in the contract or in the Seller's order confirmation. In other cases, the delivery period is merely informative and failure to comply with it cannot be considered a serious breach of the contractual terms.
- 5.6. The Seller shall have the right to refuse performance without any penalties on the part of the Buyer, if by doing so the Buyer would be committing himself to performance that is impossible, disadvantageous or manifestly contrary to customary rules. Furthermore, he shall always be entitled to do so unless the Buyer has settled all obligations to the Seller due on the date of the order or the agreed delivery. In such a case, the Seller shall also be entitled to extend the agreed delivery date by the period during which the Buyer is in default its contractual obligations towards the Seller.
- 5.7. The term of performance shall be deemed to have been fulfilled by delivery of the subject of performance to the Buyer at the Seller's registered office, or by handover by an authorised employee of the Seller at the Buyer's required and pre-agreed place of performance, or by handover of the subject of performance to the first domestic carrier.
- 5.8. The place of performance is the Seller's registered office, unless otherwise agreed in advance. If the Buyer requires a different place of performance, this place shall be the Buyer's registered office or another place specified on the order and on the Seller's acknowledgement of receipt of the order.
- 5.9. If the Buyer does not specify an address other than the place of performance, the place of delivery shall be the Buyer's registered office. more than one address is given, the Seller may fulfil delivery by handing over to any of these addresses unless the place of performance is specified by the Buyer's order. This shall also apply if the order does specify, but delivery of the object of performance to the specified address may be impossible or considerably difficult.
- 5.10. Transport and other related costs associated with the delivery of the subject of performance to a place other than the Seller's registered office shall be borne by the Buyer, unless otherwise agreed in a separate contract. If the Buyer requires transport of the subject of performance to the place of performance, it shall clearly indicate this requirement in the order. The Seller shall accept this request in the order confirmation and shall select an appropriate and adequate method of transport according to the nature of the subject of performance (e.g. by post, courier service, own transport, etc.).
- 5.11. If the subject of performance is transported according to the Buyer's transport instructions, the risk of loss, damage and destruction shall pass to the Buyer at the moment the subject of performance is handed over to the first carrier for the purpose of transporting the subject of performance.
- 5.12. If the Buyer does not take delivery of the subject of performance due to his own fault despite the previously agreed method and date of delivery (e.g. the Buyer's authorized employee is not present at the moment of delivery, etc.), the costs associated with the re-delivery shall be borne by the Buyer in full.
- 5.13. The Buyer is obliged to accept and immediately check the completeness, quantity and type of the ordered and delivered subject of performance and compliance with the accompanying documentation (e.g. delivery note, acceptance or service report, etc.), unless the nature of the subject of performance allows it or unless otherwise agreed by a special contract.
- 5.14. If upon acceptance of the subject of performance a discrepancy with the accompanying documentation is found, visible damage to the packaging or the delivered goods or a difference in the quantity and type of the delivered subject of performance is found, the Buyer is obliged to immediately inform the Seller or the delivery carrier of these facts in written form. If the Buyer fails to lodge a written complaint with the Seller within two working days of receipt of the goods, the Seller shall have the right not to accept such a complaint.
- 5.15. If the Buyer discovers physical damage to a shipment made through a carrier, the Buyer must make a report with the carrier on the spot for the purpose of recovering the insurance premium for the damaged goods.
- 5.16. Any discrepancies or inaccuracies in the list of serial and type numbers and the serial and type numbers shown on the specific Goods delivered and accepted shall also be deemed to be non-conformity with the accompanying documentation. The Buyer shall check the conformity of these numbers on the goods and in the relevant documentation upon acceptance of the goods and their commissioning. If such a registration discrepancy is found, the Buyer is obliged to inform the Seller in written form of the findings no later than two working days after taking delivery of the subject of performance. The Seller shall ensure, within 10 working days at the latest of the notification by the Buyer, that the registration data are reconciled with the actual state of the delivered subject of performance by issuing a new delivery note or in another adequate manner. If the Buyer does not point out the difference in time, the difference between the serial number of the goods and the serial number stated in the delivery note shall not be grounds for a claim.
- 5.17. The signature of the responsible person of the Buyer on the accompanying documentation, which is usually a delivery note, invoice, handover, acceptance or service protocol, etc., is considered as confirmation of acceptance of the subject

of performance. Such confirmation must contain a proper identification of the Buyer in accordance with the extract from the Business register or the trade license and the name and surname of the person confirming the acceptance. In the case of acceptance of the subject of performance sent via a carrier, the Buyer is obliged to confirm the acceptance by sending a copy of the signed documentation electronically - by e-mail, fax, etc. within two working days at the latest.

- 5.18. The Buyer acknowledges that the chosen carrier is not obliged to verify the conformity of the data stated in the confirmation with the data according to the extract from the Business register or the trade license. The Buyer bears full responsibility for compliance with the above-mentioned procedure and the correctness of the indicated data. The Buyer is also fully responsible for the fact that the goods have been taken over by a person authorised to take over the goods. In the case of later doubt as to the delivery due unclear or inaccurate identification of the Buyer on the documents, the delivery shall be deemed to have been properly delivered and accepted by the Buyer.
- 5.19. Based on a prior agreement, the subject of performance may be delivered in the following ways:
- By Slovak post or other delivery service, cash on delivery
  - By Slovak Post or other delivery service with payment of the transport costs stated on the Seller's invoice,
  - by the Seller's transport with payment of the transport costs stated on the Seller's invoice
  - in any other manner agreed in advance by the parties
- When sending the goods, the Seller charges the Buyer a fee for postage and packing, unless otherwise agreed.
- 5.20 The Seller is obliged to deliver the subject of performance in suitable packaging for the agreed mode of transport so as to prevent damage to the goods during transport. Used packaging and fixing materials shall only be returned if agreed in writing
- 5.21 The Seller is not obliged to insure the goods against damage during transport, unless otherwise agreed by the contract with the Buyer. If the Buyer so requests, the Seller shall arrange the necessary insurance for the consignment at the Buyer's expense. However, if the nature of the goods requires insurance for the protection of the goods (fragile, and so on), the goods shall be insured at the Buyer's expense automatically.
- 5.22 The Buyer is obliged to immediately inform the Seller in written form of any changes in the persons authorised to take delivery of the goods and sign the accompanying documents, as well as of changes in the addresses designated for delivery. Breach of this obligation shall not be grounds for questioning the Buyer's acceptance of the delivery and shall release the Seller from any liability for delay or damage.
- 5.23 In the event that the buyer, in the case of agreed personal collection at the seller's registered office, is in delay with the takeover of the paid subject of performance, or the subject of performance prepared for handover on the basis of a prior agreement on payment by invoice with a specified due date, i.e. fails to take delivery of the subject of performance within the agreed period, the Seller is entitled to store the subject of delivery at the Buyer's risk and expense.
- 5.24 For the duration of the delay in collection of the subject of performance after the expiry of 5 calendar days from the agreed date of collection, the Buyer shall pay to the Seller, as compensation for the storage costs incurred, a lump sum storage fee in the amount of 3.40€ for each commenced day of storage, unless otherwise stated.
- 5.25 The maximum period for which the Seller may store the subject of performance for the Buyer depends on the Seller's internal conditions. After the expiry of this period, the Seller is entitled to send the subject of performance to the Buyer at his specified delivery address at his expense and risk.
- 5.26 Delay in acceptance of the paid goods shall not affect the due date of the invoice. The Buyer shall not have the right to request an extension of the due date stated on the invoice containing the subject of performance for which the Buyer is in delay in taking delivery.

## **6. INSTALLATION AND VERIFICATION OF THE FUNCTIONALITY OF THE SUBJECT OF PERFORMANCE**

- 6.1. If the nature of the item requires installation at the Buyer's premises and if the Buyer orders such installation as a service, it shall be performed by the Seller as a paid service, usually on the delivery date or on another date agreed with the Buyer's responsible person. The Buyer undertakes to provide the Seller with the necessary conditions for the installation on the agreed date and, where applicable, to ensure that the components of the installation are stored in a suitable manner according to their nature and value until the installation is carried out.
- 6.2. If the subject of performance (installation) is the delivery of equipment, the functionality of which requires prior configuration and uploading of the relevant software resources by mutual agreement between the Buyer and the Seller, this requirement must be part of the purchase order or the purchase contract or the contract for work and must be specified in detail in the relevant project documentation. The Seller shall hand over the equipment to the Buyer configured and with the software installed on the basis of an acceptance protocol. On the date of handover, a test run of 30 calendar days shall commence. During this period, the Buyer shall test all functional aspects of the subject of performance and its individual parts and shall inform the Seller immediately in writing of any discrepancies with the previously agreed functional conditions. During this period, the Seller reserves the exclusive right of access to the settings of these devices, their changeable parts or configurable parameters. In the event that the Buyer does not object to the functionality of the system or any part thereof during this period, the test run shall be deemed to have been completed and the entire subject matter of the performance shall be deemed to be fully operational and agreed by the Buyer. The relevant provisions of the Seller's warranty and claims conditions shall apply to the set-up, configuration and uploading of the software.
- 6.3. The Buyer ordering the installation of the subject-matter shall ensure access of the Seller's authorised personnel to its premises where the installation is to be carried out and create the necessary conditions for the installation, including the presence of the Buyer's responsible personnel. The extent of the conditions shall be specified in advance in accordance with the Seller's normal practices and requirements for the smooth running of the installation. The Buyer must also arrange for the assistance of a third party if the nature of the installation requires it.
- 6.4. If the Buyer fails to provide the Seller with the required assistance in the preparation and the installation itself, or fails to create the conditions for the successful installation of the subject of performance, the Seller is entitled to charge the Buyer for the costs associated with the unfacilitated performance. If the Seller's new attempt to install the subject of performance remains unsuccessful due to the Buyer's fault, the Seller is entitled to refuse to install the subject of performance or to suspend it until the situation is resolved. The Seller's obligation to install the subject of performance shall be deemed to

- be fulfilled on the date on which the Buyer's repeated attempts to install the subject of performance have been unsuccessful.
- 6.5. Organizational and technical problems of a third party, whose assistance the Purchaser is obliged to provide, shall also be considered as a reason for the suspension of the installation or as a reason for charging the costs associated with the impeded installation.
  - 6.6. The Seller carries out the installation at the Buyer's premises as standard during normal working hours, i.e. on working days from 8:00 to 16:30. If the Buyer's operational reasons require installation at other times, this requirement must be agreed, booked and confirmed in advance and will be charged at the agreed price or according to the Seller's current price list for services.
  - 6.7. The installation of the subject of performance shall be deemed to be completed by demonstrating that the relevant product is working properly, by handing over the documentation, by training the Purchaser's operators or otherwise demonstrating the standard operating condition, unless otherwise agreed in a separate contract. An acceptance protocol or other document confirming the functionality of the system shall be drawn up by the authorised parties of the Parties on the installation of the subject of performance at the Buyer's premises.
  - 6.8. The Seller shall only be liable for the suitability of the subject of performance for a particular purpose of use and for the possibility of use in the Buyer's existing system if this is stated in writing in a previous offer, order confirmation or other written agreement.
  - 6.9. If the Buyer requires installation of the subject of performance contrary to normal use or previous agreement, even though the Seller has been notified of this fact, the Seller shall be entitled to suspend the installation and to supplement the subject of performance with a new proposal with related components, system measures and services to meet the Buyer's requirements, or to refuse the installation of the subject of performance under the changed conditions or the Buyer's requirements due to its infeasibility altogether. The demonstrable costs incurred by the Seller to resolve this situation shall be borne by the Buyer.
  - 6.10. The Buyer's withdrawal from the contractual relationship cannot be based on the fact that the installation of the subject of performance cannot be carried out in a manner that was not previously agreed and specified in the order confirmation or other contractual document.

## **7. PAYMENT TERMS AND TRANSFER OF PROPERTY RIGHTS**

7. The following shall be deemed to be the usual terms of payment for deliveries by the Seller of a standard range of the subject of performance
  - advance payment by transfer to the seller's bank account, i.e. payment of the advance invoice issued by the seller in advance
  - payment in cash at the Seller's cash desk at the Seller's registered office upon receipt of the subject of performance
  - payment by cash on delivery through an agreed forwarding company, whereby the sending of the subject of performance by cash on delivery must be agreed in advance and the Seller has the right to charge the amount of cash on delivery and packing (according to the tariff of the company chosen to arrange cash on delivery) in addition to the price of the performance
  - payment of the invoice by transfer to the Seller's bank account after acceptance of the subject of performance at the time of its due date under the pre-agreed conditions specified in a separate agreement.
- 7.2 In the case of payment of an advance invoice, it is only possible for the Buyer to take delivery of the subject of performance after the amount of the purchase price has been credited to the Seller's account. After the taxable transaction has taken place, the buyer receives a proper tax document. In pre-agreed cases, the Seller may also accept confirmation of the payment transfer, e.g. the original bank statement of the Buyer's bank account with the payment indicated.
- 7.3 The standard invoice payment period is set at 7 calendar days. In justified cases, the contracting parties have the possibility to agree on a different due date in a separate contract.
- 7.4 Payment means payment of the entire invoiced amount including VAT in one sum to the Seller's account or at the cash desk at the Seller's registered office. In special cases, the Seller may also agree to partial payments of any of the above methods of payment under the terms agreed in advance in a separate contract.
- 7.5 If the Buyer requests a change or modification of the usual payment terms, this request must be made in advance to the seller, who has the right to refuse it if such action would put the Buyer at risk of financial loss. Any approved and agreed change must be set out in writing in the Buyer's order and in the Seller's confirmation thereof or in another contractual document dealing with the specific business case. Modification of the payment terms shall not affect the amount of the agreed price of the subject of performance and shall always be agreed individually with the Buyer on the basis of the Seller's will.
- 7.6 If the Buyer is unable to pay the full amount stated on the invoice issued by the Seller on time within the due date stated on the invoice for any reason, the Buyer shall notify the Seller immediately. The Seller reserves the right to assess the seriousness of this fact for its own financial management and, if the Buyer's reasons are accepted, may agree to change the payment terms.
- 7.7 If the Buyer fails to pay the entire invoiced amount stated on the Seller's invoice within the due date and there is no agreement between the parties to change the payment terms, the Seller is entitled to charge the Buyer a contractual penalty of 0.05% of the amount due, including VAT, for each day of delay from the date of the original due date of the obligation until it is paid in full, but no more than for the first 30 calendar days. If the Buyer's delay lasts longer than 30 days, the Seller shall be entitled to demand a contractual penalty of 0.1% of the purchase price due and shall also be entitled to withdraw from the purchase contract.
- 7.8 Withdrawal from the contractual relationship must be in writing and is effective upon delivery to the Buyer or receipt of a fax message or electronic mail on the Buyer's device. In case, the Buyer shall be obliged to return, at his own expense and risk, everything he has received under this contract.
- 7.9 The Buyer's obligation to pay its obligation to the Seller in full and on time is fulfilled on the date of crediting the agreed amount paid to the Seller's account indicated on the invoice.

- 7.10 If the Buyer makes payment in cash, the Seller shall issue a cash receipt to the Buyer with number of the advance invoice or the invoice to which the relevant cash receipt relates. The invoice or advance invoice with payment term 'in cash' shall be the basis for payment, but not proof of payment in cash.
- 7.11 The risk of damage to the subject of performance passes to the Buyer at the moment of its acceptance confirmed by the signature of the accompanying documentation by an authorized person. Until full payment of the price, the subject of performance is the property of the Seller, even if incorporated into any system owned or used by the Buyer. The total or partial loss of the subject of performance, its or the creation of a collateral assignment of the right or other obligation to the subject of performance in favour of a third party without the consent of the Seller is excluded.
- 7.12 In the event that the Seller is entitled to repossess the subject of performance due to non-payment of the price, the Buyer grants the Seller the irrevocable right to enter the premises the subject of performance is located at the usual time for the purpose of removing the subject of performance.
- 7.13 If the Buyer has not fulfilled its obligation to pay the price for the subject of performance in time and in full, or has otherwise violated the agreed or usual terms of the contractual relationship, the Seller is entitled to suspend the provision of performance or services related to the subject of performance until the payment of the obligation in full, including the agreed interest (penalties), or contractual penalties for late payment.
- 7.14 The Seller is entitled to exercise retention of title under these GTC.

## **8. WARRANTY AND LIABILITY FOR DEFECTS**

- 8.1 If a defect occurs during the purchase of the subject of performance, the Buyer is entitled to claim it within the warranty period.
- 8.2 The rights and obligations of the contracting parties in exercising the Buyer's rights under liability for defects are regulated in the Warranty and Complaints Policy (WCP) of the Seller, which is an integral part of these GTC.

## **9. RETURN AND EXCHANGE OF THE SUBJECT OF PERFORMANCE**

- 9.1 The Buyer shall have the right to return or request an exchange of the subject of performance, which he has ordered in good faith in error, within 14 days of proper acceptance, provided that the goods are returned apparently unused and undamaged, in the original packaging, undamaged and unopened. If the aforementioned conditions are met, the Seller undertakes to take back the subject of performance or to exchange it another of the requested range or type.
- 9.2 The subject of performance may be returned only by mutual agreement of the Seller and the Buyer. For the return of ordered and correctly delivered goods, the Seller charges a cancellation fee of 3% of the price, but a minimum of €4,-. The cancellation fee for the exchange of the subject of performance shall be calculated only as the difference in price by which the originally delivered subject of performance exceeds the price of the exchanged assortment or type.
- 9.3 The return or exchange of the subject of performance shall take place on the basis of new confirmed accompanying documents, to which the Seller shall issue a correspondingly adjusted invoice or credit note.
- 9.4. If the returned or exchanged subject of performance also contains erroneously ordered but properly delivered software already installed on hardware devices not supplied by the Seller, the Buyer is responsible for ensuring that these programs are properly uninstalled and permanently deleted from the respective devices, including all versions and licenses, if any, at the time of the return or exchange request. Seller reserves the right to inspect this procedure in order to ensure copyright and licensing rights, and Buyer must allow Seller to do so.
- 9.5 Services duly ordered and provided by the Seller which were part of an erroneous order of the Buyer cannot be returned. The Buyer shall be obliged to pay for them to the extent of the order even if Buyer never uses the services or the result thereof in the future.

## **10. LENDING AND RENTAL FOR CONSIDERATION**

- 10.1 A Buyer who has not suspended delivery of the Goods, or a prospective Buyer, may be provided with a loan service for demonstration, testing and possible development of its own application. The request for the loan of goods must be in writing and contain the same details as when ordering the goods. The requested loan period must not exceed 30 working days, unless otherwise agreed.
- 10.2 The Seller reserves the right to refuse to lend the goods or to shorten the loan period if it suspects that the loaned item may be used for commercial purposes, may be used inappropriately by the Buyer, which would lead to its deterioration or would otherwise be improperly handled.
- 10.3 The Seller reserves the right to demand the total price of the rented equipment and any related costs (e.g. postage, packing, the cost of services related to the preparation of the rented equipment to a functional state, etc.), including VAT, as a financial security in advance. The total price paid for the loaned equipment shall be deemed to be a deposit for the duration of the loan period and shall be refunded to the purchaser upon proper return of the loaned equipment as provided below. The Seller shall not allow the loan of any equipment from its portfolio without the payment of such security deposit by the Buyer.
- 10.4 Upon receipt of a complete rental application, the Seller shall issue an invoice (tax document) or advance invoice to the Buyer as agreed for the total selling price of the rental equipment and related services, including VAT. This invoice is usually due within a maximum of 3 days, in special cases by agreement. After payment of this invoice has been credited to the Seller's account, the Buyer will be invited to collect the rental item or the rental equipment will be sent to the Buyer in a prearranged manner. By submitting a proper rental request, the Buyer simultaneously confirms that he/she has been informed of and accepts the quoted price according to the agreed rental terms.
- 10.5 By submitting a rental request, the Buyer accepts the agreement that the rental is a paid service from the Seller and thereby undertakes to pay for the rental of the rented equipment and related services after the end of the rental period.

- 10.6 Upon acceptance of the rental object, the buyer receives a protocol of its acceptance with the invoiced price of the goods and services provided, including VAT, the stated rental period and other usual details establishing a proper contractual relationship.
- 10.7 The loaned goods remain the property of the Seller throughout the agreed loan period, who is entitled to exercise retention of title to the loaned goods.
- 10.8 The Buyer is obliged to return the complete rental item back to the Seller's warehouse no later than on the last day of the agreed rental period. After the correct return of the goods, a protocol of receipt of the loan object will be concluded with a confirmation to the Buyer that he has returned the loaned equipment complete, undamaged and within the agreed time.
- 10.9 Insofar as the subject of the loan includes software installed on hardware devices not supplied by the Seller, the Buyer shall be responsible for ensuring that these programs are properly uninstalled and permanently deleted from the respective devices, including all versions and licenses, if any, at the time of return. Seller reserves the right to inspect this procedure in order to ensure copyright and licensing rights, and Buyer must allow Seller to do so.
- 10.10 The Buyer agrees to treat the loaned item as someone else's property for the duration of the loan, sparingly, only according to the manufacturer's or Seller's specifications and for presentation or testing purposes. He is not entitled to provide the loan item to a third party under any conditions without the Seller's consent.
- 10.11 The Buyer is fully responsible for the rental item and must ensure that it is handled in such a way as to prevent its possible loss, damage or theft.
- 10.12 The Buyer accepts that when returning an incomplete or damaged rental item, the Buyer will also be billed for the actual cost of any repairs, spare parts used or completion of the goods.
- 10.13 If the rental item includes consumables, the Buyer is obliged to pay for new consumables in the consumed or adequate quantity according to the current prices of the Seller.
- 10.14 Within 3 working days after the proper return of the rental item, the Seller shall issue an invoice to the Buyer with an accounting of any other related costs incurred during the rental period (e.g. any repairs, spare parts used, assembly, configuration to factory settings, cost of consumables actually used, etc.). After approval by the Buyer, the Seller will send the difference between the security deposit paid and the actual rental price to the Buyer's account within 7 working days.
- 10.15 In the event that the Buyer fails to return the Loaned Item within the agreed time or returns only part of the Loaned Item, such failure shall entitle the Seller to believe that the Buyer has failed to return the Loaned Item in the interest of a proper purchase or failure to return the Loaned Item (e.g. due to its theft, complete deterioration due to a natural disaster, etc.). This entitles the Seller to cancel the loan and to implement a standard business case. On this basis, it shall issue a billing invoice for the full amount of the loan or the unreturned portion and shall settle it by offsetting it against the deposit received from the Buyer.
- 10.16 The Seller shall be liable for payment for the rental of the rental item for the rental service. The rental price shall be calculated as the product of the actual number of calendar days of the rental with a value of 1% of the current selling price of the loaned equipment and any related services, excluding VAT, on the day of the rental. In special cases, a different rental price may be agreed in advance. The rental price will be invoiced to the Buyer within 3 working days after the proper conclusion of the rental protocol according to the actual number of days of the rental.

## **11. COPYRIGHTS AND LICENCES**

- 11.1 Copyright and license rights to software products supplied or installed by the Seller within the scope of the subject of performance, whether they are products of its own development or mediation of the sale of third party products, are governed by Act No. 181/2015 Coll. on Copyright and related legislation, or international legal agreements applicable to the Slovak Republic.
- 11.2 Copyright as well as other intellectual property rights relating to the software products, including manuals, operating and maintenance instructions and other documentation supplied with the software products, shall remain vested in the respective entities as their holders and shall not be affected by the contractual relationship of the parties. The Buyer shall only have the non-exclusive right to use the software products.
- 11.3 Programs may be protected by license rights (not sales rights) under the terms of a license agreement, which may be entered into by the parties as a separate annex, if the nature of the business case or the software product being delivered so requires.
- 11.4 Software products of the Seller's own development are licensed and protected by registration numbers against misuse and illegal distribution and use. If you attempt to copy or install the supplied software without purchasing the relevant license rights from the Seller, the software product will automatically lose its functionality. The purchaser has no right to claim for such a malfunctioning product and runs the risk of prosecution for violation of the relevant provisions of the act.
- 11.5 Third party software products supplied by the Seller are protected by the protection system chosen by the manufacturer and are subject to the copyright and licensing provisions declared by the manufacturer.
- 11.6 The Buyer is fully responsible for compliance with the copyright and license terms of third party software products that are not supplied by the Seller but whose functionality is used in the supplied system (e.g. operating system, database tools, ERP, etc.), to the Buyer's own extent and at the Buyer's own expense. This also applies the Buyer has developed some of the components of the software solution by its own means. The Supplier shall not be liable for compliance with the copyright and licence conditions for these software products and does not reserve the right or obligation to investigate the Buyer's compliance with the legal requirements.
- 11.6 The Buyer shall not have the right to remove, alter, obscure or in any other way modify any copyright or other proprietary or other proprietary notices placed or stored on the media of the software products or any part thereof or in the documentation supplied with the software products.
- 11.7 All protected and registered trademarks, logos and product or company names, etc. published by the Seller in any accompanying documentation, operating and maintenance manuals, software product media and general marketing materials, including information published on the Seller's website, are subject to domestic and foreign trademark

protection. Even if they appear in context without a trademark, any further use without the prior consent of the owner is prohibited.

## **12. PRIVACY AND RETENTION OF DATA**

- 12.1 For the purposes of registration and simplification of purchase processes, the Seller has the right to store information data about the Buyer obtained during or in connection with business relationships, both from the Buyer himself and from third parties, as well as data about the course of business cases. The information is stored and used exclusively in accordance with the applicable laws of the Slovak Republic. The data is protected to the maximum extent possible against theft and misuse.
- 12.2 The Buyer's stored data shall be used solely for the Seller's purposes and shall not be disclosed to any third party in any way or by any means. Some of the data provided by the Buyer are personal data within the meaning of Act No. 136/2014 Coll. on the Protection of Personal Data and related regulations and the Seller declares that it is fully governed by these provisions of the Act.

## **13. CONFIDENTIALITY**

- 13.1 The Buyer is unconditionally obliged to keep confidential all information made available to it in connection with the performance of the subject matter and related acts by the Seller, which may be considered, in of the circumstances, to be clearly trade or business secrets, intellectual property of the Seller and which are to be kept confidential, with the exception of information which is known from public sources.
- 13.2 A breach of the principles of confidentiality and a gross offence against good manners shall also be deemed to be an act of the Buyer who, in the personal interest of obtaining any benefits, would misuse or transfer to a third party know-how, price calculations or other information provided to him by the Seller during the preparation and implementation of the business relationship and throughout the lifetime of the use of the object of performance.
- 13.3 Breach of confidentiality by the Buyer entitles the Seller to immediately terminate the contractual or pre-contractual relationship at any stage thereof, to require the violator to take appropriate steps to the damage caused and good morals, or to apply to the competent authorities in order to protect its own property and reputation.

## **14. CIRCUMSTANCES EXCLUDING LIABILITY**

- 14.1 Except as provided for in the relevant law, the Parties shall not be liable for breach of obligations caused by force majeure, i.e. circumstances which occur independently of the will of the Parties, which could not have been avoided even with all possible efforts, or which are objectively unavoidable accidents.
- 14.2 Circumstances excluding the Seller's liability are unforeseeable events which the Seller, even with the care that can be required of him, cannot avert, e.g. war, strikes, various legislative measures of the authorities, natural disasters, as well as delays in the delivery of materials, energy, etc., not caused by the Seller, as well as force majeure events that interfere with the performance of his contractual obligations.
- 14.3 If events occur which cannot be foreseen at the time of entering into the contractual relationship and which prevent the Seller from fulfilling its contractual obligations, the Seller shall be entitled to postpone the period of performance by the period during which the impediment has lasted and also by a reasonable period of time necessary to ensure normal operations again.
- 14.4 The Seller shall be liable to the Buyer for any damage caused by the Seller by provable breach of the obligations arising from the concluded binding relationship. The Seller shall not be liable to the Buyer for any damage caused to the Buyer in particular as a result of
  - maintenance of the subject of performance by a person other than the contractor or an entity authorised by the contractor
  - improper or inadequate use of the subject of performance,
  - use of the subject of performance in other than the recommended environment and mode
  - the Buyer's handling of the subject of performance in violation of the conditions for making a quality claim as detailed in the Seller's Price List.
- 14.5 The Parties stipulate that the amount of foreseeable damage, which may possibly arise from the breach of the Seller's obligations, is an amount up to a maximum of the price of the object of performance, excluding VAT, in respect of which the damage event occurred, unless a different amount is agreed.
- 14.6 The Seller shall not be liable for any loss or damage to the Buyer's data, any reconstruction of lost or damaged data shall be the responsibility of the Buyer.
- 14.7 The Buyer has the right to claim compensation from the Seller only if, after the occurrence of the damage event, the Buyer has taken all steps to minimize the amount of the damage and if the Buyer has promptly notified the Seller in writing of the occurrence of the damage event and has provided the Seller with all requested documents relating to the occurrence of the damage event.

## **15. APPLICABLE LAW**

- 15.1 The law of the Slovak Republic shall apply to these GTC and all legal relations between the Seller and the Buyer.
- 15.2 If it occurs that any provisions of these GTC are or become invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of these GTC shall not be affected in other respects.

- 15.3 Should disputes arise between the parties in the performance of their contractual obligations, they shall be settled out of court. Should an agreement still not be reached, the commercial court of the Seller's registered office shall have jurisdiction in the event of a dispute.

## 16. FINAL PROVISIONS

- 16.1 The Buyer, by delivery of the order, acceptance of the subject of performance from the Seller, or confirmation of any other accompanying document, accepts and unconditionally agrees to these GTC and the Seller's GTC.
- 16.2 The Seller reserves the right to change these GTC at any time according to its discretion, business policy and applicable legislation. It shall announce any changes and their effectiveness by publishing the GTC on its website [www.kodys.sk](http://www.kodys.sk) with the effective date in advance.
- 16.3 These GTC are subject to copyright protection under applicable law and may not be published, copied or disclosed to anyone without the Seller's consent.
- 16.4 If the Buyer does not agree with the new GTC, he may express his disagreement in writing within 30 days of their publication. If the parties fail to agree on a resolution of the disputed provisions, both parties shall have the right to terminate the existing contract by giving 30 days' notice, which shall commence on the first day of the month following the day on which the notice of termination is received.
- 16.5 These GTC shall come into force on the date of their signing by the person authorised to do so on behalf of the Seller. When they are published on the Seller's website, they shall become effective on the second day after their publication. Newer terms and conditions cancel the terms and conditions issued earlier, legal relations established on the basis of the terms and conditions shall always be assessed according to the terms and conditions valid at the time of the legal relationship
- 16.6 These GTC are valid and effective as of 31 January 2026.



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