

The General Terms and Conditions

1. General provisions

Rhea elektro s.r.o. with its registered seat at Elektrárrenská 1/12440, 831 04 Bratislava issues in accordance with the provisions of Act no. 513/1991 Coll. Of the Commercial Code, the General Terms and Conditions (hereinafter referred to as the „**GTC**”), which, in addition to the basic Contract (see below), regulate the Contractual relations between Rhea elektro s.r.o. as a „**Seller**” (1) and the other party to the business, as a „**Buyer**” (2), relating to the supply and servicing of dedicated technical electrical equipment. As the delivery of the goods also includes its assembly and warranty service (i.e. the production of the „**Work** ”), if the Seller is used in the following, it is considered that it is also the „**Contractor**”. If the Buyer is used in the following, it is considered that it is also the „**Customer**”. Legal relations and the content of individual business relations are governed by these GTC or the relevant Contract for Work , purchase Contract or service Contract (hereinafter „**Contract**”) concluded between the Seller and Buyer, or order confirmation and signing the delivery note (acceptance protocol). Unless matters of the Contractual relationship are resolved in the Contract, order or order confirmation, resp. in the delivery note/acceptance protocol, the Contractual relations are governed by generally binding legal regulations of the Slovak Republic, in particular the Commercial Code. If the Seller and the Buyer adjust in the Contract/confirmed order/delivery note/ acceptance protocol, etc. mutual rights and obligations different from the provisions of these GTC, the provisions of the Contract, confirmed order, delivery note/takeover protocol or other agreements take precedence over the provisions of these GTC.

2. Contractual relationship

1. Order or conclusion of the Contract : The Seller will deliver the goods to the Buyer, or make the Work to the Customer, or provide service on the basis of a written order of the Buyer confirmed by the Seller, or on the basis of a mutually signed Contract. A mutually agreed order confirmation also becomes a Contract concluded between the Seller and the Buyer.
2. The order or Contract must contain the business name and registered office of the Buyer, the name and contact of the person authorized to handle and act on behalf of the Buyer, the exact specification of the type and quantity of ordered goods, or scope of Work or service, required delivery date, method and place of delivery of goods or service, its price and method of payment for delivery of goods and Work performed resp. service provided.
3. Materials such as brochures, catalogs, pictures, drawings and other information about the goods are understood as informative and are not binding on the Seller, unless the Contract refers to such material as part of it.
4. The data contained in the written acceptance of the order, or in a mutually signed Contract concluded between the Seller and the Buyer (or in the delivery note / acceptance protocol) are binding. In the event of a conflict between the provisions of individual Contractual documents relating to the same delivery (excluding the GTC), the Contract shall prevail. If a written Contract has not been concluded, the document signed last takes precedence. Any follow-up or other arrangements must be made exclusively in writing and confirmed in writing by both parties.
5. The Buyer may request in writing a change in the content of the delivery or the scope of service and this change is binding for the Seller only if it is confirmed in writing, while the time of delivery of goods or Work /performance of the service may be changed by the Seller in accordance with the circumstances, in writing in the confirmation of delivery. Changes and modifications to the goods and supplies will be made by the Seller at the expense of the Buyer.

6. The Seller reserves the right to make changes to the Work, as long as these changes do not significantly affect the functionality of the delivered device and the changes achieve the purpose pursued/required by the Buyer, with the Seller notifying the Buyer in advance.

7. A confirmed order or Contract is binding for the Buyer. In the event of cancellation of the order, or termination of the Contract by the Buyer in cases where the order or Contract allows, the Buyer is obliged to pay the Seller all demonstrable direct costs incurred with the performance of the Work or by providing service until the day of cancellation of the order or termination of the Contract.

3. Delivery of goods / completion of Work

1. The Seller will deliver the goods or perform the Work to the extent, quantity and quality according to the confirmed order or Contract at the agreed time and place. Unless otherwise stated in the order or Contract, the place of performance is the seat of the Seller.

2. The Seller will allow, at the request of the Buyer, an inspection of the performance of the Work in the stage of completion, but the date of inspection must be agreed in advance with the Seller.

3. The Seller is obliged to invite the Buyer after the completion of the Work of the Buyer or after the procurement of goods for the Buyer, to take it over at the agreed place of performance.

4. If the place of performance is the registered office of the Seller, the Buyer is obliged to appear to take over the goods or Work within 7 days of receiving the invitation (written or oral). An advance invoice will be issued after 7 days.

5. The Buyer undertakes to pay the advance invoice issued by the Seller for the goods or Work not taken over within 30 days from the agreed delivery date. If the advance invoice is not paid within this period, the Seller is entitled to withdraw from the Contract (order).

6. In case of delivery of goods or installation of equipment (Work) at the agreed place of performance, other than the Seller's registered office, the Buyer undertakes to take over the goods or Work performed properly and in time according to the Contract/confirmed order, otherwise he is obliged to reimburse the Seller costs and damage caused by non-acceptance of the Work. If, no later than within 7 days from the agreed time of delivery of goods or installation of the Work, the Buyer does not provide the Seller with the necessary cooperation to take over the goods or installation of the Work, the Seller will be entitled to:

a) withdraw from the Contract (order), or

b) deliver the goods elsewhere, marked by the Buyer (and in the case of a Work, to install the Work subsequently), or

c) to keep the goods in their warehouses, until their delivery to the Buyer or the actual installation of the Work.

In cases referred to in letters b) and c) of the previous sentence, the Seller has the right to invoice the Buyer the price of the goods /Works after the expiration of the 7-day period to provide the Buyer's cooperation and the Buyer will pay the invoiced price of goods /Works.

7. If the time of delivery of goods/completion of the Work in cases under Par. 6 is not agreed in the Contract /confirmed order, the Buyer is obliged to take over the goods/Work within 7 days of receiving the Seller's invitation to take over the goods/Work.

8. The Seller shall issue two original delivery notes together with the subject of purchase, which shall be mutually signed by the Contracting parties. Each party will receive one double-sided confirmed original. In the case of installation of the equipment (Work), the Seller is obliged to issue and hand over to the Buyer a report on putting the equipment (Work) into operation, a record of operator training and other relevant documents necessary for proper delivery and use of the object.

9. The Buyer is obliged to thoroughly inspect subject of purchase resp. the delivered Work (equipment) and related work and find out whether it has any defects, whether the goods were delivered resp. Work made with all accessories and relevant documents as soon as he gets the opportunity to dispose of it. All defects detectable upon receipt of the goods /Work, the Buyer is obliged to notify the Seller in writing no later than 2 working days from receipt of the object of purchase or Works, otherwise the Seller may claim for defects in the goods/Works, detectable upon receipt of the goods/Works, only if he proves that these defects already had the goods/Works at the time of receipt of the goods/Works.

10. The Buyer undertakes to take over also partial performances of goods or Works, if the goods or Works are delivered in parts.

11. If the Seller and the Buyer have agreed that the Seller will ensure the transport of the goods to the agreed place of delivery, the rights and responsibility for transport pass to the Buyer at the time of delivery of the goods to the first carrier. The Seller is obliged to pack the goods at his own expense in a standard way so as to prevent damage or deterioration of the goods during transport. The standard method of packaging goods is not suitable for long-term storage of goods.

12. In the event that the Seller is not able to deliver the goods/complete the Work within the agreed period for reasons of force majeure, the time of delivery/construction shall be extended by the duration of the reasons of force majeure. In principle, the Seller is obliged, if possible, to notify the Buyer of these facts together with a statement of the approximate possible time of delivery of the goods. If, as a result of force majeure, the performance of the Seller becomes impossible, his obligation to deliver the goods to the Buyer expires without the right to compensation.

13. The Seller retains ownership and copyright in catalogs, drawings, projects and other documents related to the sale of goods without exceptions.

4. Obligations of the Buyer

1. The Buyer is obliged to deliver to the Seller all the necessary materials, documentation, or projects or documents necessary for the execution of the Work no later than on the day of approval of the order or signing of the Contract of Work. In the event of the Buyer's delay in the delivery of the above-mentioned documents, which are necessary for the performance of the Work, the delivery date of the Work is extended by the same time.

2. The Buyer undertakes to take over the performed Work or goods, pay the agreed amount for it and provide the necessary cooperation to the Seller.

3. When handling complaints, the Buyer undertakes to provide the Seller or persons authorized by him with access to the goods/Work and to provide full cooperation so that the Seller can eliminate defects in the goods/Work. If the Buyer is not the end user of the goods/Work and does not provide the Seller with access to the goods/Work according to the previous sentence, the Seller's liability for defects of the goods/Works expires.

4. Violation of the necessary cooperation of the Buyer for the purposes of the Contract and the confirmed order is considered a material violation.

5. Price of goods/Work/service and payment terms

1. The price of the goods/work/service is specified in the Contract or confirmed order. The prices stated in the offers and price lists are always stated without VAT, unless stated otherwise.

2. The Seller reserves the right to agree on prices and payment terms for each Contract or order separately.

3. If, during the execution of works for a specific order, additional works arise for the Seller, i.e. work beyond the scope of the work agreed in the Contract or order, the Contracting parties agree on their scope and price and confirm their consent in writing.
4. Unless otherwise stated in the order confirmation or in the Contract, the price of the goods/Work does not include the costs of transporting the goods/Work to the place of performance, which is provided and paid in full by the Buyer.
5. The price is considered paid by crediting funds to the Seller's account, or by payment at the Seller's cash desk.
6. The price is payable in EUR or in a foreign currency, based on the exchange rate of the foreign currency in which the Buyer pays the price, valid on the day of signing the Contract or confirming the order. In case of payment of the price in a foreign currency, the clause on the right of the Seller to unilaterally increase the price shall be used if the exchange rate of EUR against another currency according to the official exchange rate of the National Bank of Slovakia increases by more than 3% by an amount equal to the percentage of exchange rate growth.
7. The Buyer may set off his claims against the Seller only with his written consent.
8. The Buyer has no right to assign his claim against the Seller to a third party without the written consent of the Seller.
9. If the Buyer is obliged, in accordance with the Contract or order confirmation, to pay the Seller a deposit before delivery of the performance and does not pay it properly and on time, the Seller may upon notification and a reasonable period of time refuse to deliver the goods/performance/perform the Work/provide service until the Buyer pays the deposit or withdraw from the Contract. In addition to interest on arrears, the Buyer is obliged to reimburse the Seller for the costs incurred as a result of the delay or cancellation of the delivery.
10. The Seller will issue a tax document to the Buyer for the price of the goods/completion of the work/service in accordance with applicable law.
11. If the due date of the tax document is not specified in the Contract or in the order confirmation (confirmed order), the due date is valid for 14 days from the receipt of the goods or work, resp. from the performance of the service.

6. Sanctions

1. In case of delay of the Buyer with the payment of the price of goods/Works/service, the Seller has the right to charge the Buyer interest on arrears in the amount of 0.05% of the amount due for each day of delay.
2. In the event that the Buyer does not take over the subject of performance within 7 days of receiving the invitation, on the last day of this period, the goods or Work is considered delivered. The Seller is entitled, in addition to the price for the goods / Work, to charge the Buyer a storage fee of 0.1% of the purchase price of the goods or prices of the Work for each day of storage of goods/execution of the Work.

7. Transfer of rights and risk of damage

1. The Buyer acquires ownership of the goods/Work at the time of payment of the full purchase price/price of the Work.
2. The risk of damage to the goods/finished Work passes to the Buyer when:
 - (i) the Seller dispatches the goods from his warehouse for delivery to the place specified in the confirmed order or Contract, or receipt of the completed Work, or

(ii) at the time of receipt goods by the Buyer at the registered office of the Seller, or

(iii) at the time of the fiction of taking over the goods/construction of the Work under Art. VI. ods. 3 of these GTC.

8. Warranty

1. The guarantee for the goods and the Work performed begins to run from the moment of delivery of the goods or Work within the meaning of Par. 6.

2. Unless otherwise stated in the Contract or in the order confirmation, the Seller provides the Buyer with a guarantee for the quality of the goods or Work for the product for a period of 24 months; however, if the manufacturer of the goods (or parts of the work) provides a shorter warranty period, the warranty period provided by the manufacturer resp. the supplier of the Seller is in force. The warranty period begins on the day of taking over the goods / work, or on the day when the Buyer was to take over the goods / work according to the Contract. The warranty period of 24 months is valid only if the Buyer orders a service inspection of the goods / works from the Seller between the 10th and 12th month of its expiration; otherwise, the warranty period is reduced to 12 months. The Buyer can purchase an extended warranty period, but the Buyer must arrange warranty inspections by an authorized service center, as recommended by the Seller.

3. The Buyer is obliged to immediately notify the Seller in writing of any hidden defects of the goods / works, as well as defects of the goods / works for which the Seller is responsible under the warranty (complaint).

4. The Seller is obliged to comment on the complaint within 10 days from the delivery of the complaint or, if necessary, to arrange an inspection of the goods / works with the end user at the same time.

5. If the complaint is justified, the Seller will also determine the deadline and method of eliminating the defect within the time specified for the decision on the validity of the complaint.

6. During the warranty, the Seller's service center directly or its authorized service center will repair or replace the defective detail of the product / work at its own expense, but only if the complaint is recognized as justified, the product is located in the Slovak Republic, is firmly built - non-transferable and installation (product / work) was provided by the Seller. If the product is portable, the Buyer will deliver the product for repair to the manufacturer's premises and the Buyer shall bear the costs associated with the transport of such product. If the installation of the product / work was not provided by the Seller and it is necessary that the authorized persons of the manufacturer or Seller travel to inspect, repair or replace the defective part of the product / work in or outside the Slovak Republic, the Buyer pays: - travel, labor and related costs with accommodation of persons of the producer, resp. the Seller, i.e. travel expenses of the Seller's persons.

7. All replaced or repaired parts or components of the product / work covered by the warranty are subject to the remaining warranty period of the original parts or components of the product.

8. The warranty period is extended by the time during which the product was under a recognized warranty repair and could not be used during the warranty period.

9. Any liability for other costs, damages, direct or indirect losses of the Buyer resulting from the use of the products, or their partial or complete malfunction, is excluded.

10. The guarantee shall not be recognized in cases where:

- The product (work) is not correctly installed by the Buyer, or after the correct installation it is incorrectly reinstalled, as a result of which it does not meet the technical parameters prescribed by the manufacturer, which violates the conditions for its correct operation,
- The product (work) was installed by unqualified, untrained personnel at the Seller or selling non-recommended personnel,
- it has been demonstrated that the instructions in accordance with the technical documentation of the technical equipment, in particular the operating and maintenance instructions, the "Operating Instructions"

or the operating instructions supplied with the product or after installation of the product, have not been followed,

- any seal affixed to the product at the factory will be broken or removed by an entity other than the manufacturer or an authorized service center authorized by him,
- the product (work) has been disassembled, repaired, or its parts have been modified by a company other than the Seller's service center, or an authorized service center authorized by him in writing,
- no original spare parts were used during maintenance and repair,
- if an entity other than the manufacturer's service center has been entrusted with the performance of the prescribed regular maintenance, resp. an authorized service center authorized by the manufacturer,
- batteries or parts with a limited service life have been damaged due to non-compliance with the required operating conditions of the place of use during operation or at the time of damage,
- an electrical system fault has occurred due to the connection of electrical components that have exceeded the permissible power load of the product / work,
- the product / work has been damaged during transport, transshipment or unloading,
- damage is caused by an unavoidable event of force majeure (natural disaster).

11. The Buyer is obliged to use the goods / work only for the purpose for which it is intended and in accordance with safety and other generally binding regulations.

12. The Buyer is obliged to keep the goods / work in proper and serviceable condition during the warranty period and to provide warranty inspections at his own expense by the Seller or an authorized service center, according to the Seller's recommendation, with a periodicity of 12 months.

9. Final provisions

1. These General Terms and Conditions are binding from 1.6.2020 and cancel all previous GTC.

2. The Seller is entitled to change the content of the GTC, however, these GTC are binding for the Buyer, until the delivery of new GTC.

3. The Buyer is obliged to inform the Seller about changes relevant to the entry in the Commercial Register, about the change of the form of its business entity, its division, merger or merger with another entity and ensure the transfer of rights and obligations arising from the current Contractual relationship to the successor entity.

4. In the case of permission to restructure, and/or declare bankruptcy on the Buyer's property and/or execution on the Buyer's property, the Seller is entitled to terminate the Contract with the Buyer, invoice the Buyer for the Work performed and exercise the right of retention on the subject of the Work or goods, relating to the current Contractual relationship.

5. If the Buyer or Seller delivers a document according to the Contract or confirmed order, the obligation to deliver the document is considered fulfilled in a specific case on the day of receipt of the document by the addressee or by his refusal to accept the document. If, in the case of delivery by post, the delivered item is returned as undelivered or undeliverable for any reason, such item shall be deemed to have been delivered on the day on which the postal service delivered it (it sought to deliver at the place indicated on the envelope of the item in question); the seat of the Buyer and the Seller, stated in the Contract or confirmed order, is decisive for delivery.

6. Disputes between the Contracting parties arising from the concluded Contract/confirmed order or these GTC shall preferably be resolved by the Contracting parties themselves; in the event that no agreement is

reached, the dispute will be decided by the Arbitration Court of the Slovak Chamber of Commerce and Industry, according to its internal Rules.

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1 - or "Contractor"

2 - or "Customer"