General Terms and Conditions of ŽP Informatika

s.r.o. valid from 1st January 2023

1. **General provisions**
   General terms and conditions /hereinafter referred to as "GT&Cs"/ together with all the other contractual documents define the extent of contractual relation between the Customer and the Contractor.

2. **Definition of basic terms**

2.1 **Customer –** legal entity or natural person that is buying or is interested in buying goods, services, products, unnecessary property or rejected inventory supplied by company ŽP Informatika s.r.o.

2.2 **Contractor –** company ŽP Informatika s.r.o., registered seat Kolkáreň 35, 976 81 Podbrezová, Slovakia, Company ID No. 36741388, VAT ID No. SK2022321829, registered in Business Register of the District Court Banská Bystrica, Section: Insert No.: 12699/S

2.3 **Demand –** interest of customer, verbal or in writing, which examines the options and terms of delivery of a concrete product from contractor.

2.4 **Order –** proposal by customer to conclude a commercial contract, delivered to contractor. Order shall contain identification data of customer.

2.5 **Quotation –** document, in which the contractor informs the customer about technical parameters, price and term of delivery and about other conditions of the sale of concrete item.

2.6 **Contractual agreement**
   - confirmed order – an order, mutually approved by customer and contractor in writing, that shall include the identification data of customer, the name and contact information of entitled person of customer (e-mail address and/or telephone number and/or fax number), concrete specification of subject of delivery, ordered amount and term of delivery (if the term of delivery is required by customer), or reference to quotation created by contractor for customer based on his demand or order,
   - approved quotation – quotation approved by customer on condition that it includes all the requirements of an approved order,
   - commercial contract, which shall include all the requirements in accordance with valid legal regulations, shall be in the written form and shall be signed by entitled persons of both contracting parties.

2.7 **Goods (hereinafter also referred to as Product):** everything that contractor buys for the purpose of resale to customer in unchanged form.

2.8 **Article (hereinafter also referred to as Product):** product of contractor´s own production.

2.9 **Unnecessary property, rejected inventory (hereinafter also referred to as Product):** property (low-value or fixed) and other material (which is not property), that is unnecessary, surplus or it is somehow damaged.

2.10 **Service (hereinafter also referred to as Product):** every delivery, which is not article, goods, rejected inventory or unnecessary property.

2.11 **Written form:** provable electronic or printed version of i.e. e-mail, electronic signature, form.

3. **Subject of contractual relation**

3.1 Subject of the contractual relation between customer and contractor is the provision of contractor´s products specified in the contractual agreement in accordance with and during the validity of these GT&Cs.

4. Order and delivery of provided services

4.1 The customer can enquire the contractor about the possibilities of selling the requested product personally or by phone at the Department of Trade and Marketing in the registered seat of contractor (telephone number +421 048 645 2403, +421 048 645 2469), in writing on the address of company registered seat, electronically (email address: obchodzpi@zelpo.sk) or by fax (fax number: + 421 048 645 2502). Apart from the subject of requested delivery, customer shall also indicate its identification data, the entitled person for customer and his/her contact information.

4.2 Ordering the unnecessary property and rejected inventory of company is carried out based on the List of unnecessary property and rejected inventory, which shall be published on company website http://www.zpinformatika.sk/dokumenty/ . In such case, the contractor does not make a quotation. In the order, customer shall indicate clear specification of the product according to the given list, and by that he/she expresses the consent with the price stated in the list.

4.3 The ordering of certain products is carried out based on the pricelist published on company website http:// www.zpinformatika.sk/Dokumenty. In such case, the contractor does not make a quotation. In the order, customer shall indicate clear specification of the product according to the given list, and by that he/she expresses the consent with the price stated in the list.

4.4 The contractor confirms the acceptance of demand from customer immediately with the statement of its acceptance or non-acceptance. In case of acceptance, the quotation shall be delivered to customer not later than on the fifth working day following the acceptance.

4.5 In case the working out of quotation requires the cooperation from customer and the customer will not provide such cooperation provably, the period for delivery of quotation shall be extended by the time, during which customer does not provide the cooperation.

4.6 The quotation shall be valid for 10 days following its creation, if it is not stated in the quotation otherwise. If a contractual agreement refers to a quotation, the quotation shall form the integral part of it.

4.7 Every change in the order, following the acceptance of contractor, is possible only after mutual negotiations and approval of contracting parties.

4.8 Customer is obliged to give correct, complete and true data in the contractual agreement. Failure to fulfil this duty lays the groundwork for claiming the withdrawal from contract from the part of contractor. At the same time, the customer is obliged to compensate the contractor for the damages that have been caused.

4.9 Place, where the subject of the performance is provided, shall be the registered seat of contractor. Customer is obliged to accept the subject of the performance not later than on the 7th day following the day of contractor´s notification; from 7:00 to 14:00 on normal working day.

4.10 In case the realization of contractual agreement requires the performance in the place other than the registered seat of contractor, the contractor shall charge carriage costs as follows: 0.60 EUR excl. VAT per km and 30 EUR excl. VAT per hour per employee.

4.11 Customer is entitled to export the product outside Slovakia only with the prior written consent of contractor.

4.12 Contractor reserves the right to change the product specification listed in the contractual agreement for a product of at least the same functionality, if the realization of contractual agreements requires such action.

4.13 The proprietary right to product shall be transferred to customer at the moment of complete payment and fulfilment of all the contractual and other obligations. Contractor´s approval to use the product (license), on the conditions as agreed in the order, shall be valid from the moment of complete payment and fulfilment of all the contractual and other obligations.

4.14 The risk of damage shall be transferred to customer at the moment of acceptance of product by customer, or rather at the moment, when contractor enables customer to

handle the product, or rather handing the product over to the first shipper for transportation, whichever event occurs first.

4.15 Contractor enjoys the protection in accordance with relevant legal regulations concerning the copyright as well as declares that he/she performs the property rights of an author to the product.

4.16 Contractor hereby declares the fulfilment of all conditions and requirements for granting the licence to the Work protected under Act No. 185/2015 Coll. on Copyright (Copyright Act) as subsequently amended. Contractor gives consent to customer to use the product (license) under the conditions and by methods as agreed in the contractual agreement.

4.17 To third party computer programs, which are provided based on the contractual agreements, the right to use the program is granted to customer in accordance with the licence conditions defined by the producer of this program.

4.18 Contractor hereby declares that it provides licences in accordance with Act No. 185/2015 Coll. on Copyright (Copyright Act) as subsequently amended, that it does not harm rights of any authors, producers of the Work, that it uses open source licenses in accordance with their license conditions. Following open source licenses can be used in the computer programs:

- GNU Lesser General Public License – full text of GNU Lesser General Public License is published on web page: http://www.gnu.org/copyleft/lgpl.html
- Liferay Portal Community Edition technology is implemented in accordance with the licence conditions as published on web page: http://www.gnu.org/copyleft/lgpl.html.
- GlassFish Community Distributions technology is implemented in accordance with the licence conditions as published on web pages: http://glassfish.java.net/license.html and https://glassfish.java.net/downloads/3.1.2-final.html.
- Enhydra Shark technology is implemented in accordance with the licence conditions as published on web page: http://www.gnu.org/copyleft/lgpl.html
- Postgre database is implemented in accordance with the licence conditions as published on web pages: http://www.postgresql.org/about/licence/ and http://opensource.org/licenses/postgresql

5. Price and terms of payment

5.1 Contractor reserves the right to change the unit prices agreed in the contractual agreement in case that there has been a significant change in the purchase price from subcontractor (as a significant change shall be considered the increase of price by at least 5%).

5.2 Contractor shall issue an invoice – accounting and tax document, not later than on the 15th day after the transfer of the risk of damage pursuant to section 4.14 and this invoice shall be due within 14 days after its issuing.

5.3 In case an invoice does not comply with all the requirements of a tax document or if the data stated in the invoice are incorrect, the customer is entitled to return the invoice to contractor within the due date of invoice, including the stating of all the missing and incorrect data. The due date shall therefore start to lapse after the dispatch of a new and a correct invoice to the customer.

5.4 The price is considered as paid at the moment of crediting the invoiced amount to the contractor´s account, which is stated in the relevant invoice.

5.5 In case the customer´s payment will be delayed, the contractor is entitled to claim the customer for interest on late payment in the amount of 0.05 % from the amount owed for each day of the delay started, if the contractor prescribes such thing.

5.6 In case the customer will not pick the product up within 30 days following the day pursuant to the section 4.9, the contractor is entitled to charge the customer for storage fees of the product in the amount of 2.00 EUR exclusive of VAT for each day of the storage started.

6. The duration and termination of contractual agreement

6.1 Contractual agreement shall always have the written form. This form of a legal act is also required for a change of contractual agreement.

6.2 Contractual relation between contractor and customer shall last for a period as stated in the contractual agreement. If the duration is not stated in the contractual agreement, it shall be deemed that the contractual relation between the contractor and customer is concluded for an indefinite period of time.

6.3 In accordance with regulations of GT&Cs, a contractual relation concluded for an indefinite period of time can be terminated by any of the contracting parties even without giving a reason.

6.4 Contractual relation concluded for an indefinite period of time can be terminated by delivering the written termination of contract to the other contracting party. The notice period of contract is 3 months and begins to run on the first day of a month following the month in which the written notice was delivered to the other contracting party. Contracting parties can agree on shortening of notice period in writing; based on the concluded written "agreement to shorten the notice period", signed by both contracting parties.

6.5 Contractual relation can be terminated by a written mutual agreement of contracting parties.

6.6 Contractual relation can be terminated by a withdrawal from the contract as a consequence of a significant breach of contractual obligations.

7. Responsibility for defects and warranty

7.1 Customer is obliged to check the subject of performance when accepting it personally. In case that the delivery is not in conformity with contractual agreement, the customer has the right to rectification in accordance with these GT&Cs.

7.2 If it is not stated otherwise, contractor gives 24-month warranty for the work and products made by contractor. In case of components and other products, which are provided and made by subcontractor and/or by producer, the warranty period (its duration and passage) is the same as the subcontractor and/or producer provides pursuant to the warranty card. Warranty period runs from the first moment, when the customer was able to dispose of the thing or product.

7.3 If it is not stated otherwise in the contractual agreement, the contractor does not provide the warranty for sold unnecessary property and rejected inventory.

7.4 If a defect occurs on the purchased product, the customer has a right to make a complaint about such defect. In case the complaint is justified and within warranty period, the contractor is obliged to repair the discovered defects gratuitously. In case the product is non-repairable, the customer has a right for the same type of replacement product. If the same type of replacement product is not available, contractor is entitled to hand over to customer a replacement product, which has parameters and technical solutions similar to previously purchased product.

7.5 In case the customer does not check the product or does not provide the inspection of this product rightfully and on time during the transition of the risk of damage to the product, he/she can raise a claim for the defects that were not able to be discovered during the inspection only if he/she proves that the product has already had these defects during the transition of the risk of damage to the product.

7.6 Customer is obliged to report in writing all the defects that has been discovered immediately and not later than within 24 hours after carrying out the inspection or within 24 hours after the time the inspection should have been carried out, otherwise the right to claim for the defects expires.

7.7 In case the contractor or producer reject the complaint regarding it as not justified, the customer shall bear all the costs connected with settling the complaint and the product will be returned to customer after paying all these costs.

7.8 In case the customer will not pick the returned product up within 30 days following the day of settling the complaint, the contractor is entitled to charge the customer for

storage fees of the product in the amount of 2.00 EUR exclusive of VAT for each day of the storage started.

8. Personal data protection

8.1 Contractor, within its activities and according to the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "Regulation") together with the regulations of Act. No. 18/2018 Coll. on Personal Data Protection and on the amendment of certain other Acts, shall process personal data of customer as follows:
- in case of natural persons – name, surname, home address, e-mail address, telephone number
- in case of legal persons – name and surname of contact persons, telephone number of contact persons, e-mail address of contact persons,

8.2 The purpose of personal data as stated above:
- processing of demands, quotations, orders, contracts, realization of delivery, accounting of payments, and other communication necessary for fulfilment of contractual agreements. Such processing of personal data is in accordance with the Article 6 Section 1, b) of the Regulation - processing is necessary for the performance of a contract,
- registry of contractual agreement and potential future application and protections of rights and obligations of contracting parties. In such case, storing and processing of personal data last 10 years from the realization of the last part of fulfilment according to the contractual agreement, if according to other legal regulation not stated otherwise. Such processing of personal data is in accordance with the Article 6 Section 1, c) and f) of the Regulation - processing is necessary for compliance with a legal obligation and for the purposes of the legitimate interests pursued by the controller.

8.3 The news and other sales announcements and notifications can be sent to customer´s e-mail address and telephone number, pursuant to the Article 62 Section 3 of Act. No.351/2011 Coll. on Electronic Communications as amended, if the customer does not reject it. For such purpose, personal data shall be stored for the period of 3 years following the conclusion of the last contractual agreement between contracting parties. The notifications:
- can concern only similar products or services,
- can be rejected at any time and by any method (i.e. by sending an e-mail to zodpovednaosobaZPI@zelpo.sk or by clicking the link in the sales announcement.)

8.4 The processing of personal data is done by ŽP Informatika, s.r.o. the administrator of personal data in accordance with the Regulation. Personal data shall not be provided to third countries beyond EU. In alliance with the processing of orders, personal data of customer can be provided to:
- shipping companies, mainly to companies: Slovenská pošta, a.s., Partizánska cesta 9, 975 99 Banská Bystrica, Company ID No.: 36631124, TOPTRANS EU, a.s., Na Priehon 50, 949 05 Nitra, Company ID No.: 36703923, Direct Parcel Distribution Sk s.r.o, Technická 7, 821 04 Bratislava, Company ID No.: 35834498, Gies Parcel SK s.r.o., Trňanská 6, 960 01 Zvolen, Company ID No.: 46489592, Slovak Parcel Service s.r.o., Senecká cesta 1, 900 28 Ivanka pri Dunaji, Company ID No.: 31329217, GLS General Logistics Systems Slovakia s.r.o., Lieskovská cesta 13, 962 21 Lieskovec, Company ID No.: 36624942,
- subcontractor, if it is necessary to fulfil contractual agreements.

8.5 Contact data to responsible person: zodpovednaosobaZPI@zelpo.sk

8.6 Customer, according to the Regulation, has the right to:
- cancel sending of sales announcements at any time,

- raise a complaint against data processing based on the legitimate interest pursued by the controller,
- demand the information, which personal data concerning his or her person are being processed by the controller,
- demand the access to these data, update and revise them or demand the restriction of their processing,
- demand the deletion of these personal data; deletion will be done if it is not contrary to the valid legal regulations or legitimate interests pursued by the controller,
- transferability of these personal data, if it is automated processing based on the consent or as a reason of fulfilment of contractual agreement,
- demand the copy of such processed personal data,
- effective judicial protection, in case of violation of rights as a result of processing of such personal data contrary to the Regulation,
- file a complaint with Office for personal data protection.

8.7 If the demands of the customer in the position of the person concerned are repeating, evidently unjustified or disproportionate, the contractor has the right to demand a reasonable fee for administrative costs for provision of information or refuse to act on a request.

9. Final provisions

9.1 Contracting parties declare with their signatures on the contractual agreement that they have read these GT&Cs published on the webpage http://www.zpinformatika.sk, and that they understand their enactments. These GT&Cs form the integral part of the contractual agreement.

9.2 Contracting parties declare with their signatures on the contractual agreement that they have entered into an agreement based on their serious and free will, that they have not act in error, distress or under obviously unfavourable conditions. Contracting parties also declare that they have read the information stated in the contractual agreement and these GT&Cs properly, they understand their enactments and as a sign of approval they have signed the contractual agreement.

9.3 Pursuant to the provisions of Art. 262 of Commercial Code, Act No 513/1991 Coll., contracting parties have agreed that their contractual relations shall be governed by the regulations of the Slovak Commercial Code.

9.4 The provider reserves the right to change these GT&Cs at any time and is not obliged to inform the customer about such changes. Changed GT&Cs become effective on a day when they are published on the company web page.

9.5 In case of need to send some document to the other contracting party in accordance with these GT&Cs, this document shall be sent to the address of contracting party that is stated in the contract or in the last contractual agreement, unless the change of address has not been reported in writing to the contracting party, which delivers the document. In case the document is returned undelivered even after observing these terms, the contracting parties have agreed that the effects of delivery shall occur on the 3rd day following the return of delivery to contracting party, which delivers the delivery.

9.6 Contracting parties are obliged to inform each other immediately about every change that occurs, mainly about change of registered seat, business name, change of company executives, change in the bank account, which is determinative for the contract etc. In case they do not report such change, they shall be responsible for damages hereby caused.