

GENERAL TERMS AND CONDITIONS applicable to suppliers of goods and services

I. Scope of application

- 1.1 These General Terms and Conditions (from now on referred to as "**GTC**") of AR SHELIVING, s.r.o., with registered office at Hlinická cesta, 014 01 Bytča, ID No.: 30 222 362, registered in the Commercial Register of the District Court of Žilina, Section Sro., No.: 133/L (hereinafter also referred to as "**AR SHELIVING**" or the "**Customer**") are issued in accordance with Section 273 of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter also referred to as the "**Commercial Code**") and are binding for the parties to the contractual relationship - suppliers of goods and services to AR SHELIVING.
- 1.2 The GTC is part of every framework agreement, contract, order, order confirmation, or binding offer for the supply of goods and/or services (hereinafter referred to as "**contracts**"), unless otherwise agreed in writing by the parties to the contractual relationship. Any deviations from these GTC (hereinafter referred to as "**deviations**") shall only be valid if the purchaser confirms them in writing.
- 1.3 In the event of any conflict between the provisions and/or wording of these GTC and the provisions and/or wording of the contract, the provisions and/or wording of the contract shall prevail. Clause 1.2 of the GTC is without prejudice to this. The wording of these GTC shall prevail over the provisions of the Commercial Code and other generally binding legal regulations of the Slovak Republic.
- 1.4 Legal relations established by the contract are governed by the Commercial Code and these GTC. In cases where the provisions of the Commercial Code cannot be applied to a given legal relationship based on a contract, the legal relationship shall be governed by the provisions of other generally binding legal regulations of the Slovak Republic and these GTC.
- 1.5 For the purposes of these GTC, the party from whom AR SHELIVING procures services, works and/or performances, including any deliveries of goods related to AR SHELIVING's Business Objects, is referred to as the "**Supplier**". For the purposes of these GTC, the Purchaser and the Supplier are hereinafter also referred to collectively as "**Parties**" and/or "**Parties to the Contractual Relationship**".
- 1.6 The Supplier is obliged to familiarize himself with these GTC before concluding a contract with AR SHELIVING. The GTC shall apply to all contractual relations between the Supplier and the Customer regarding the purchase of goods and/or the provision of services from the moment of conclusion of the contract until the moment of full performance of all obligations arising from the Parties from the concluded contract or otherwise related to it. By accepting the order from the Supplier according to clause 3.5 of the GTC, the Supplier is bound by these GTC, expresses its unconditional and full agreement to them, and undertakes to be bound by them within the framework of the legal relationship with AR SHELIVING.
- 1.7 The Supplier's terms and conditions only apply if AR SHELIVING has expressly accepted in writing in the contract that the Supplier's terms and conditions take precedence over the wording of AR SHELIVING's GTC. Otherwise, AR SHELIVING's GTCs shall always prevail over the supplier's terms and conditions of sale, purchase, delivery, or other terms and conditions.
- 1.8 AR SHELIVING reserves the right to change these GTC. The obligation to notify a change to the GTC shall be fulfilled by posting the changed GTC on the AR SHELIVING website, whereby the changed GTC shall not apply to legal relations between AR SHELIVING and the Supplier that arose prior to the posting of the modified version of the GTC on the website.
- 1.9 In the event of invalidity of any provision of the GTC or the Contract, the invalidity shall not affect the other provisions. The parties shall replace the invalid provision of the GTC or the contract with a new provision that comes as close as possible to the intention of the parties as expressed when concluding the contract.

II. Enquiry from AR SHELIVING

- 2.1 If AR SHELIVING provides the Supplier with any basis for delivery (e.g., drawing, sketch, model, project, photograph) for the purpose of performance of the Contract, the Supplier shall be liable for the fact that the use of such basis shall not infringe copyright, industrial and/or other intellectual property rights of third parties and shall not provide such basis to third parties without the written consent of AR SHELIVING, otherwise, the Supplier shall be liable in full for the damage caused and for any other claims arising from the violation of the obligation according to this clause of the GTC.

III. Establishment of an obligation relationship

- 3.1 AR SHELIVING expresses its interest in delivery to the Supplier as a written order; a written order shall also be deemed an order received via e-mail.
- 3.2 The order must contain in particular:
 - a) specification of the supply (quantity, type, quality, nature of performance),
 - b) if the supply includes assembly, installation, incorporation or other work, a specification thereof,
 - c) delivery date,
 - d) the budget or the total price, excluding VAT, determined in accordance with the Supplier's tender,
 - e) payment terms,
 - f) other conditions of delivery.
- 3.3 The Parties conclude the Contract based on the order of AR SHELIVING and its acceptance by the Supplier. An order shall be understood as a unilateral legal act of AR SHELIVING directed towards the Supplier for the purpose of purchasing goods/providing services from the Supplier. The delivered order shall be deemed a proposal for the conclusion of a contract. A contract shall also be understood as a framework contract concluded between AR SHELIVING and the supplier, the subject of which is the delivery of goods/provision of services.
- 3.4 AR SHELIVING uses Electronic Data Interchange (hereinafter referred to as "EDI"). EDI is a modern method of communication between two independent entities where standard structured business and other documents are exchanged electronically.

Among other things, EDI can be used to exchange orders between trading companies and manufacturers and invoicing processes, allowing for the real-time electronic transmission of invoices, their immediate checking, and subsequent processing. If the supplier also uses EDI, AR SHELIVING prefers to communicate via EDI, unless otherwise agreed in writing.

- 3.5 The Supplier undertakes to consider and comment on AR SHELIVING's order in writing within a period of 2 working days, starting on the day after the Supplier receives AR SHELIVING's order. If the Supplier does not comment on the order in writing within three working days from the date of receipt of the AR SHELIVING order by the Supplier, the AR SHELIVING order shall be deemed to have been accepted by the Supplier, and the Supplier shall be bound by the contents of the order.
- 3.6 If the Supplier accepts the order within the stipulated period or the order is deemed to be accepted, a commercial obligation relationship shall arise between AR SHELIVING and the Supplier, the subject of which shall be the Supplier's obligation to deliver the supply under the terms and conditions set out in the order and AR SHELIVING's obligation to provide the necessary assistance to fulfil the Supplier's obligation and to pay the Supplier the agreed price for the duly delivered supply within the stipulated period, respectively. This shall not apply if the Supplier has agreed to postpone the due date by specifying a later due date.
- 3.7 If the Supplier sends the Customer an acceptance of the order containing additions, reservations, limitations, or other changes, this expression of intent by the Supplier shall be deemed to be a rejection of AR SHELIVING's order and a new proposal for the conclusion of the contract (hereinafter also referred to as the "**counter-proposal**"). In such a case, AR SHELIVING reserves the right to comment on the counter-proposal sent by the Supplier in writing, either to accept, reject or modify or alter the contents of the counter-proposal (hereinafter also referred to as "**further counter-proposal**"). The establishment of a commercial obligation relationship between the Supplier and AR SHELIVING occurs when the mutually consensual written expressions of the intent of the Supplier and the Customer meet, i.e., by the unconditional acceptance of the Supplier's counter-proposal by the Customer or the unconditional acceptance of the Customer's further counter-proposal by the Supplier. Failure to do so shall be deemed disagreement with the order and/or the counter-proposal and/or the further counter-proposal sent.
- 3.8 The contractual relationship between the customer and the supplier shall only arise on the basis of confirmation of the order, counter-offer, or further counter-offer by persons authorised to act on behalf of the customer and the supplier or by employees of the supplier and the customer authorised to perform the legal acts in question in the course of the operation of the business. If the order or other counter-offer is confirmed or accepted by an employee of the supplier, the act in question shall be deemed to have been carried out by a person entrusted with a specific activity in the operation of the business who is authorised to perform all acts normally involved in that activity, and the supplier shall therefore be bound by such action on the part of an employee of the supplier.
- 3.9 The Supplier undertakes to deliver the goods and/or services to the Customer in the agreed quantity, type, quality and within the time limit in accordance with the concluded contract and these GTC. In the event of delivery of more goods and/or services than the quantity specified in the order, AR SHELIVING reserves the right to refuse to accept delivery of the goods more than the order, with all costs associated with the in any way being borne in full by the Supplier.
- 3.10 Any changes and/or additions to an accepted Purchase Order, counter-offer, or further counter-offer shall only be valid if they have been agreed in writing by the Supplier and the Purchaser.
- 3.11 The Supplier shall be entitled to use third parties to perform the contractual obligation, whereby the Supplier shall be liable for the actions of third parties as if it had acted itself.

IV. Price and payment terms

- 4.1 The price of delivery shall be agreed upon by the parties in accordance with the generally binding legislation of the Slovak Republic.
- 4.2 The delivery price, unless otherwise agreed in writing, is determined based on the order. The Supplier is obliged to inform AR SHELIVING in advance of any price changes, insofar as these may affect the Customer. Any price changes shall only be valid if they have been agreed in advance in writing by the Customer and accepted without reservation, otherwise the Customer shall be obliged to pay the price specified in the order, counter-offer or further counter-offer on the basis of which the contractual relationship between the Supplier and the Customer was established.
- 4.3 The supply price shall be determined based on the costs at the time of tender submission. If, in the course of the execution of the delivery, there is a demonstrable increase in costs resulting from changes in applicable customs and tax regulations, bank rates, exchange rate differences, prices of raw materials and/or energy used to produce the delivery, or the cost of transporting the delivery to the place of delivery, or other conditions, as compared to the conditions existing at the time of the conclusion of the contract, the Supplier shall not be entitled to reflect such an increase in the price, unless the aforementioned has been agreed in writing in advance by the Purchaser and accepted unreservedly. If, in the course of the execution of the delivery, costs resulting from changes in applicable customs and tax regulations, bank rates, exchange rate differences, prices of raw materials and/or energy used for the production of the delivery, or the cost of transporting the delivery to the delivery point or other conditions, decrease by more than 10% compared to the conditions existing at the time of the conclusion of the contract, AR SHELIVING shall be entitled to initiate price negotiations with the Supplier for orders already opened and to demand at least partial reflection of the price development to the extent of the lower price in existing orders. If the Supplier does not comply with the price reduction proposal according to the previous sentence, AR SHELIVING shall be entitled to refuse acceptance of the ordered goods without further delay.
- 4.4 The price is set in EUR, excluding VAT, unless otherwise agreed.
- 4.5 Unless special payment terms have been agreed upon, the Supplier is entitled to issue an invoice upon supply delivery. The Supplier is obliged to notify the Customer in writing of any change or cancellation of the Supplier's VAT number and any change of account number. The Supplier shall be entirely responsible for the accuracy of the billing data on the invoice.

- 4.6 The invoice is due 60 days from the date of issue by the Supplier, unless otherwise agreed in writing.
- 4.7 The money stated on the invoice shall be paid by wire transfer through a bank without any deductions to the Supplier's bank account in the agreed currency. The money stated on the invoice shall be deemed to have been paid on the date it is credited to the bank account stated on the invoice.
- 4.8 If the Supplier's invoice has not been correctly or legitimately issued, AR SHELIVING shall be entitled to return the incorrectly or illegitimately issued invoice to the Supplier together with any objections to the invoice. In this case, the original invoice due date expires, and the new invoice due date starts from the date of issue of the corrected, correctly issued invoice.
- 4.9 AR SHELIVING shall be entitled to withhold or unilaterally offset payments for the purpose to assert its claims arising from liability for defects or claims arising from the guarantee of quality or liability for damages or any other claims of the purchaser against the supplier.
- 4.10 The Supplier is not entitled to unilaterally change any payment terms (e.g., require payment in advance).

V. Delivery conditions

- 5.1 The terms of delivery shall be determined in accordance with INCOTERMS 2010 by the agreement of the parties.
- 5.2 The delivery date shall be specified in the order, the counter-offer or another counter-offer, or by agreement of the parties. The delivery period shall commence from the date of confirmation of the order by the Supplier or acceptance of the proposal for the conclusion of the contract by the other Party unless the Parties agree otherwise in writing. If AR SHELIVING is required to provide the Supplier with the basis for delivery for the performance of the contract, the delivery period shall commence on the date on which AR SHELIVING has fulfilled all technical, commercial, and other prerequisites incumbent upon it.
- 5.3 The Supplier undertakes to procure and obtain at its own risk and expense any necessary export/import permits, transit permits, certificates of approval, certificates of conformity, or any other necessary official permits and licenses required by the laws of the relevant country and at the same time undertakes to comply with any customs and other similar obligations necessary for the proper and timely performance of the subject matter of the Contract. Breach of this obligation shall be deemed a material breach of the Supplier's obligations, entitling AR SHELIVING to withdraw from the Contract without further notice.
- 5.4 The Supplier shall be entitled to make and settle partial deliveries or pre-deliveries in agreement with the Customer. AR SHELIVING undertakes to accept such deliveries by agreement only.
- 5.5 The agreed delivery period shall apply unless unforeseen circumstances beyond the control of the parties arise which exclude liability, such as any cases of force majeure which make it impossible to meet the delivery period. These circumstances include natural disasters, natural catastrophes, armed conflicts, official interference and prohibitions, delays caused by transport or customs clearance, insofar as they cannot be attributed to the Supplier. The burden of proving that the failure to meet the delivery deadline was due to circumstances excluding liability shall be on the Supplier.
- 5.6 The delivery shall be deemed to have been delivered on time if it is delivered at the time and place specified in the contract (hereinafter referred to as the "destination"), or by any other agreed means (e.g., e-mail communication). In the case of delivery of goods involving fabrication or assembly, as well as in the case of performance, the delivery shall be deemed to have been delivered on time upon acceptance by AR SHELIVING, of which the parties shall draw up an Acceptance Protocol.
- 5.7 If the delivery is not delivered to the customer despite the notification of the transport of the delivery properly and on time, the supplier undertakes to inform the customer without delay, who is entitled to withdraw from the contract without further delay for the aforementioned reason.
- 5.8 Before dispatching the delivery, the Supplier is obliged to inspect the delivery at the place from which it is to be dispatched to the Customer.
- 5.9 Unless otherwise agreed in writing, the following shall apply to the delivery of steel:

Purchase:	Kg
Method:	framework orders for a quarter, 1/2 year, only exceptionally spot purchase
Quantity tolerances in the contract:	+/- 10% against the ordered quantity
Delivery:	on request within 7 working days

- 5.10 Unless otherwise agreed in writing, the following shall apply to the **delivery of timber**:

Purchase:	Pieces
Quantity tolerances:	not specified
Dimensional tolerances:	0; -2 mm
Orders:	weekly basis, delivery on a specific date
Price offers:	€/m3
Packaging:	on pallets size 120 x 80, or on DTD bases for larger dimensions Eur pallet, by agreement atyp - Eur pallet subject to invoicing wrapped in stretch film, used protective corners 50x50x5 mm thickness , which must be strapped pallet strapped in both directions maximum weight of 1 pallet 1 tonne
Pallets:	use EUR pallets and invoice them at the agreed price
Quality:	5mm HDF min. density - 820 kg/m3 8mm DTD min. density - 720 kg/m3

- 5.11 Unless otherwise agreed in writing, the following shall apply to the **delivery of cartons**:

Purchase:	Pieces
Height of the pallet:	up to 2m
Tolerances:	0% - 0,5%
Quality:	individually according to customer requirements

- 5.12 Unless otherwise agreed in writing, the following shall apply to the **delivery of foils**:

Purchase:	Kg
Price:	€/kg
Thickness:	45µ
Retrieved from:	20 kg netto
Delivery + reception:	netto weight
Palletizing:	500 - 600 kg - Eur palette
Tolerance:	not determined
Specification:	microperforation, cropping, infinite recycling character
Orders:	on an ongoing basis, the supplier holds safety stock
Production time:	7-10 working days

- 5.13 Unless otherwise agreed in writing, the following shall apply to the **delivery of accessories**:

Purchase:	Pieces/Package
Packaging:	Eur pallet + pallet boxes - reverse logistics
Quantity tolerance:	not determined
Orders:	on an ongoing basis, for less rotating items - framework contracts
Delivery:	on appeal, always within 3 days of the appeal

- 5.14 Unless otherwise agreed in writing, the following shall apply to the **delivery of accessories**:

Purchase:	Pieces/Package
Packaging:	Eur pallet + pallet boxes - reverse logistics
Quantity tolerance:	not determined
Orders:	on an ongoing basis, for less rotating items - framework contracts
Delivery:	on appeal, always within 3 days of the appeal

- 5.14 Unless otherwise agreed in writing, the following shall apply about the **delivery of nets**:

Purchase:	Pieces:
Quantity tolerance:	not determined
Palletizing:	Eur pallet + atyp
Packaging:	waxed + foiled
Wire thickness:	3,9 x 4,9 mm a 3,9 x 5,9 mm
Orders:	ongoing
Delivery:	as confirmed by the supplier, not less than 3-4 weeks
Dimensional tolerance:	0;-2 mm
They shall be free from oxidation at the time of delivery and shall be adequately protected from moisture and rain.	

- 5.15 Unless otherwise agreed in writing, the following shall apply to the **delivery of tapes**:

Purchase:	Pieces:
Excerpted from	m
PP tape:	1 ks = 2000m
Pet tape:	1 ks = 1750m
Quantity tolerance:	1%
Palletizing:	PP tape = Eur pallet, Pet = Atyp, not chemical
Orders:	ongoing
Delivery:	on appeal, the supplier holds safety stock

- 5.16 Unless otherwise agreed in writing, the following shall apply to the **delivery of labels**:

Purchase:	Pieces:
Tolerance:	Never to -
Orders:	ongoing
Delivery:	within 3 days
Packaging:	possibly 500 pcs

- 5.17 Unless otherwise agreed in writing, the following shall apply to the **delivery of rivets**:

Purchase:	Pieces:
Tolerance:	+0,5%; -0,5%
Orders:	ongoing
Delivery:	pursuant to the Contract for the Establishment of a Consignment Warehouse
Packaging:	KLT 9000 pcs
How to resolve complaints:	retrieval of NOK rivets and their replacement with rivets meeting the parameters of the drawing documentation
Sanctions:	within the meaning of the applicable GTC

- 5.18 Unless otherwise agreed in writing, the following shall apply about the **colour on delivery**:

	Standard	Orange
Purchase:	kg/netto	
Price:	€/kg	
Innocence:	50-60µ	80-90µ
Weight of the pallet:	400-600 kg	
Purchase:		ks
Height of the pallet:		up to 2 m
Tolerance:		(+/-) 5%
Quality:		individually according to customer requirements

5.19 The HDF/MDF/DTD board supplier undertakes to deliver part of the product range based on reporting from the AR SHELIVING system; reports are sent twice a day. The supplier of HDF/MDF/DTD boards undertakes to deliver the goods in accordance with these GTC and the framework order at all times. The Supplier undertakes to ensure that the goods never fall below the specified min. stock values and always approach the max. stock values agreed between the Supplier and the Purchaser by e-mail communication. If the quantity of goods falls below the specified minimum stock level, the Supplier has 48 hours to ensure that the stock is replenished without further delay. If the goods in the stock are not replenished by the Supplier in accordance with the preceding sentence in a proper and timely manner, the Purchaser shall be entitled to a contractual penalty of 500 EUR per item that does not reach the specified minimum stock levels within the specified timeframe, for each day until the Supplier has duly fulfilled this obligation, irrespective of whether the Supplier is at fault for the breach of obligation; this shall be without prejudice to the Purchaser's right to withdraw from the contract.

VI. Delivery, risk of damage to delivery, acquisition of title, place of performance

6.1 The place of performance is the place of destination unless another place is specified in the contract. Unless otherwise agreed, the place of destination is the registered office of AR SHELIVING.

6.2 The Supplier shall bear the risk of damage to the delivery until the delivery is delivered to the designated place at the designated time and is unloaded at AR SHELIVING's registered office in a warehouse or other designated place (hereinafter also referred to as the "logistics centre").

6.3 The risk of damage passes from the supplier to the customer only at the time of acceptance of the delivery and confirmation of the transport documents by an authorised person. The person authorised to take over the goods and/or services from AR SHELIVING is the receiving warehouseman, who is authorised within the scope of AR SHELIVING's business to carry out the legal acts in question during the operation of the business. If the goods and/or services are taken over by a person other than the receiving warehouseman, the goods and/or services shall not be deemed to have been duly taken over unless the parties agree otherwise in writing. If the person entitled to take delivery of the goods finds, by visual inspection on receipt of the goods, that the goods show signs of damage, he shall be entitled to refuse to take delivery of the goods in their entirety. In such a case, the Supplier undertakes to ensure the delivery of replacement goods corresponding to the order without any defects within a period of no later than four working days from the date on which the acceptance of the consignment was refused, at the Supplier's expense. In the event that the Supplier fails to deliver the replacement goods within the time limit referred to in the preceding sentence, the Purchaser shall be entitled to a contractual penalty of 0.05 % of the total purchase price of the delivery, including VAT, for each day of delay in the fulfilment of the Supplier's obligation, irrespective of whether the Supplier was at fault for the breach of the obligation, without prejudice to the Purchaser's right to withdraw from the Contract.

6.4 If the Goods are not delivered on the date, in quantity, and at the place specified in the order, or on the date, in quantity, or at the place agreed in writing by the Purchaser, AR SHELIVING shall be entitled to refuse to accept delivery of the Goods in their entirety and the Purchaser shall be entitled to pay a contractual penalty of 5% of the total purchase price of the delivery, including VAT, for breach of the above obligation, irrespective of whether the Supplier is at fault for the breach of the obligation, without prejudice to the Purchaser's right of withdrawal from the Contract. AR SHELIVING shall be entitled to apply the contractual penalty according to the preceding sentence against the Supplier at any time until the goods have been duly delivered.

6.5 AR SHELIVING shall arrange for the van to be inspected at the time of the passage of the risk of damage. If the goods are delivered to a logistics centre, AR SHELIVING shall arrange for the delivered goods to be inspected within a period of no more than 2 working days from the date of receipt of the goods at the logistics centre by an authorised person.

6.6 Specially agreed quality tests or test operations are without prejudice to the provisions on the place of performance or the passage of the risk of damage.

6.7 AR SHELIVING and the Supplier may agree in writing that the Supplier will deliver the Goods to the Customer at the Customer's consignment warehouse established at the Customer's premises based on the Customer's order. The Supplier who delivers the goods to the Customer's consignment warehouse remains the owner of the goods delivered until the goods are removed from the consignment warehouse by the Customer. Special records shall be kept of the removal of the goods from the consignment warehouse and shall serve as a basis for the Supplier's invoicing. When the goods are removed from the consignment warehouse by the Customer, the Customer becomes the owner of the removed goods, and the risk of damage to the goods passes to him. The Customer shall inform the Supplier at least once a month of the quantity of goods removed from the consignment warehouse. Once the goods have been removed from the consignment warehouse, the Supplier is entitled to invoice the Customer for the goods delivered.

VII. Liability for defects and warranty for quality

7.1 The Supplier shall be liable for defects in the delivery at the time when the risk of damage passes to the Customer, even if the defect becomes apparent after that time. If the defect occurs within 7 calendar days from the date of acceptance of the delivery, the defect shall be presumed to have existed at the time the risk of damage passes; if the goods are delivered to a logistics centre and the defect occurs within 7

calendar days from the date of inspection of the delivery by an authorised person within the meaning of clause 6.5 of these GTC, the defect shall be presumed to have existed at the time the risk of damage passes.

7.2 The Supplier is responsible for the delivery being made in accordance with the agreed terms and conditions, in accordance with the applicable technical standards and generally binding legislation of the Slovak Republic.

7.3 If the delivery is made according to design data, drawings, models, or other specifications provided by the Purchaser (hereinafter also referred to as the "order basis"), the Supplier shall be liable for the fact that the delivery will be made in accordance with the order basis, the agreed terms and conditions, in accordance with the applicable technical standards and generally binding legal regulations of the Slovak Republic.

7.4 If the delivered goods are subject to a warranty period, the Supplier undertakes that the delivery will have the agreed characteristics during the warranty period. If a defect occurs within the warranty period, the Supplier undertakes to remedy the defect within a reasonable period free of charge. AR SHELIVING shall also be entitled to claim for defects in the delivery if the defect is evident in the processing of the material or if the goods are goods for which an in-depth inspection was not possible for other reasons when the risk of damage passed, within the agreed warranty period, if this is not agreed, within the statutory warranty period.

7.5 If a warranty period is agreed upon, it shall commence on the date of acceptance of the delivery by an authorised person in the manner agreed in the contract or these GTC.

7.6 Notification of defects (complaint) must be made in writing, by e-mail, or fax with additional written confirmation to the supplier's registered office address. The complaint must contain the identification of the defect, the location of the defect, photographic documentation of the defect, and a description of how the defect manifests itself.

7.7 The Supplier undertakes to commence free of charge the rectification of the warranty defect within 24 hours of receipt of the Customer's complaint and to rectify the defects in the delivery as soon as possible. Acceptance of the complaint shall be deemed to have occurred at the time of receipt of the complaint under clause 7.6 of these GTC, either electronically or by post, whichever is the earlier method of delivery. The Supplier shall notify the Purchaser in writing of the date of rectification of the defect. The deadline for rectification of the defect shall be determined depending on whether the defect is a defect that can be rectified by repair using spare parts that do not need to be ordered abroad or whether a more complex procedure is required consisting of the procurement of a larger number of components from abroad, etc. Unless the Supplier notifies the Customer in writing that the repair will be subject to a more complex and time-consuming procedure, the Supplier is obliged to remedy the defect within working days after receipt of the complaint. In the event that the Supplier fails to meet the time limit for processing the complaint and delivering the replacement/missing/repaid goods, the Purchaser shall be entitled to a contractual penalty of 0.05 % of the total purchase price of the delivery, including VAT, which included the delivery of the goods complained of, for each day of delay in the fulfilment of the Supplier's obligation, irrespective of whether the Supplier was at fault for the breach of obligation; this shall be without prejudice to the Purchaser's right to withdraw from the Contract.

7.8 To service the supply, the parties may conclude a service contract, which shall regulate in more detail the terms and conditions of its provision.

VIII. Termination of contract

8.1 The contract may be terminated in the following ways:

- by agreement of the parties to the contractual relationship,
- the expiry of a period of 30 days from the date on which the order should have been initiated,
- by termination, if agreed in the contract,
- by withdrawing from the contract.

8.2 Either party to the contractual relationship has the right to withdraw from the contract in the following cases:

- the other party to the contractual relationship breaches in a material way the legal obligations or obligations laid down in the contract or these GTC and, despite a written warning, fails to remedy the situation within an additional period of no more than 10 calendar days,
- if insolvency and/or restructuring proceedings are initiated against the assets of the other party to the contractual relationship and/or the petition for initiation of insolvency and/or restructuring proceedings is dismissed due to lack of assets,
- expressly defined in the contract or these GTC.

8.3 AR SHELIVING also has the right to withdraw from the contract if:

- reasonable doubt has arisen as to the Supplier's ability to fulfil the order properly and on time, or
- the Supplier has materially breached the conditions and restrictions under these GTC or the contract, or
- the Supplier acts in any way contrary to the principles of fair trading, commits unfair competition, acts in breach of competition law or damages the reputation and legitimate interests of AR SHELIVING by its conduct, or
- the Supplier, when making a delivery to AR SHELIVING as a supplier or subcontractor under another valid contract, has violated applicable law and/or AR SHELIVING's internal regulations and/or rules, in particular rules for health and safety, fire protection and environmental protection, in such a way as to entitle AR SHELIVING to rescind the contract in accordance with these GTC; or
- the margin of error of the previous delivery or deliveries is more than 1 %.

8.4 In the event that the Customer withdraws from the Contract as a result of the Supplier's non-compliance, circumvention, or violation of applicable law or AR SHELIVING's internal regulations and/or rules, AR SHELIVING shall have the right to withdraw from any other valid contract concluded between AR SHELIVING and the Supplier at the same time as withdrawing from the Contract, based solely on AR SHELIVING's decision. Withdrawal from the Contract shall be effective on the delivery date of the written notice of withdrawal to the other party.

IX. Liability for damage

- 9.1 If the Supplier breaches any obligation under the binding relationship, the Supplier is obliged to compensate the damage caused to the Customer within 15 calendar days from the date of receipt of the Customer's written request for compensation for the damage caused to the Supplier, unless the Supplier proves that the breach of obligations was caused by circumstances excluding liability. The Supplier shall bear the full burden of proving that the damage was caused by circumstances excluding liability.
- 9.2 The damage shall be compensated in money; if AR SHELIVING so requests and if possible and customary, the damage shall be compensated by restoring it to its previous state. The Supplier shall be obliged to compensate the Customer to the extent of the actual damage and loss of profit. In lieu of lost profits, AR SHELIVING may claim compensation for the profits normally made in the ordinary course of business under conditions like those of the breached contract in the business in which it operates.
- 9.3 The supplier is also obliged to compensate the customer for damage that exceeds the damage that could have been foreseen when establishing the contractual relationship, considering the fact that the supplier knew or should have known with ordinary care at that time. Damage shall also be deemed damage that the customer has suffered because of having to incur costs because the supplier breached the duty. Where the damage is caused by a breach of a trade secret of the customer, the customer may claim damages in an amount corresponding to the minimum amount of the remuneration or fees which the trade secret infringer would have had to pay if he had applied for authorisation to use the trade secret.

X. Intellectual property rights and copyright

- 10.1 If at the same time as the delivery of an author's work defined under Act No. 185/2015 Coll., the Copyright Act, as amended (hereinafter referred to as the "Copyright Act"), the author of which is a third party other than the Supplier, the Supplier undertakes to ensure that the right of use belongs to the Customer in accordance with the transferred licenses, otherwise the Supplier shall be liable in its entirety for the damage caused and any other claims arising from the breach of the obligation under this clause of the GTC.

XI. Applicable law

- 11.1 The contract and its contractual relationship shall be governed by Slovak law.
- 11.2 In the case of a foreign supplier, the provisions of the conflict of laws rules of Slovak law referring to the application of foreign law shall not apply unless their application can be excluded in the given case by agreement of the contracting parties.

XII. Confidentiality, data protection

- 12.1 For the purposes of these GTC, "**Confidential Information**" means all data, data, materials, knowledge, documents, or any other information, regardless of the form in which it is captured,
- (i) relating to the contract and its performance (in particular, the contract, information on the rights and obligations of the contracting parties as well as information on the price),
 - (ii) concerning the party to the contractual relationship (in particular, information on its activities, structure, economic results, all contracts, financial, statistical, and accounting information, information on its property, assets and liabilities, receivables and payables, information on its technical and software equipment, know-how, evaluation studies, and reports, business strategies and plans, information relating to items protected by industrial or other intellectual property rights and any other information on the party to the contractual relationship),
 - (iii) concerning AR SHELIVING customers,
 - (iv) for which a special handling regime is established by generally binding legal regulations of the Slovak Republic (in particular trade secrets, tax secrets, telecommunication secrets, personal data, classified information),
 - (v) which have been provided to the party to the contractual relationship prior to the entry into force and effect of the contract, insofar as they relate to its

subject matter and/or content (in particular, a request for a quotation, a quotation); and/or
(vi) that are expressly marked "dôverné", "confidential", "proprietary", or other similar designations.

- 12.2 The Supplier maintains strict secrecy and confidentiality and protects confidential information from misuse, damage, destruction, disclosure, dissemination, deterioration, loss, and theft, even after the termination and effectiveness of the Contract.
- 12.3 Confidential information may be used solely for the purpose of fulfilling the subject matter of the contract.
- 12.4 Confidential information may only be disclosed and/or made available to a third party without the prior written consent of AR SHELIVING if:
- a) if this is necessary for the performance of its obligations under the Contract or an obligation arising out of or in connection with the contract,
 - b) if this is necessary for the exercise of its rights under the Contract or an obligation arising in connection with the contract,
 - c) if it is obliged to do so by a generally binding legal regulation or by an enforceable decision, measure, or request of a competent authority,
 - d) if necessary, in court, arbitration, administrative, and other similar proceedings,
 - e) if the third party will be a person who will have a statutory duty of confidentiality in relation to the information provided or made available,
 - f) if the third party is a person whose services will be used by the Supplier to fulfil obligations arising from the contractual relationship or a contractual relationship arising in connection with the Contract (subcontractors and affiliates), provided that the Supplier binds these persons to an obligation of confidentiality to the same extent as that applicable to the Supplier,
 - g) if the third party is a company belonging to the "Grupo Arania" group.

XIII. Concluding provisions

- 13.1 Without prior written consent, the Supplier shall not be entitled to assign its claims against the Customer to third parties, pledge them or use them in any other way as the subject of a legal transaction.
- 13.2 The Parties agree on the following form of communication and delivery in the performance of their rights and obligations in connection with the performance of the subject matter of the Contract in accordance with these GTC:
- a) in cases where the contract or generally binding legal regulations of the Slovak Republic require a written form for a certain act, it shall be delivered by registered mail to the address of the registered office of the contracting party registered on the date of dispatch of the document in the Commercial Register;
 - b) in all cases except for point a) of this point of the GTC shall be delivered electronically to the contact e-mail addresses. The Supplier's contact e-mail address shall be deemed the e-mail address from which the Supplier's order confirmation was sent unless otherwise agreed in writing.
- 13.3 Upon the expiry of a period of 3 days from the date of handing over the parcel for postal transport, the parcel shall be deemed to have been delivered, irrespective of whether the addressee has become acquainted with it or not, unless the delivery of the parcel is proved earlier. Delivery by post shall have the same effect as delivery by hand delivery to the addressee or refusal by the addressee present in person to take delivery of the consignment.
- 13.4 Any disputes arising between AR SHELIVING and the Supplier from the concluded contract and these GTC, the parties shall attempt to resolve primarily by agreement.
- 13.5 These AR SHELIVING GTC are valid from 1.6.2023. All amendments and additions to these GTC shall be effective on the date of their publication and available on the AR SHELIVING website: www.ar-shelving.sk.

In Bytča on 1.6.2023