



## GENERAL TERMS AND CONDITIONS

KORA a.s., with its registered office at Zlatovská 27, 911 05 Trenčín, Company Identification Number: 36 321 761, registered in the Company registry of County Court Trenčín, section: Sa, No.: 10279/R

### 1) Introductory provisions and definitions

#### **Purchase Contract (PC) – Kúpna zmluva**

#### **Framework Purchase Contract (FPC) – Rámcová kúpna zmluva**

1. The subject of these General Terms and Conditions of KORA a.s., with its registered office at Zlatovská 27, 911 05 Trenčín, Company Identification Number: 36 321 761 (hereinafter referred to as the "GTC") is the regulation of rights and obligations of the contracting parties arising from the legal relationship between seller and buyer in the sale of goods, which the seller sells in the course of his business and in the provision of services.
2. For the purposes of these GTC, the seller is KORA a.s., with its registered office at Zlatovská 27, 911 05 Trenčín, Company Identification Number: 36 321 761, registered in the Commercial Register of the Trenčín District Court, section: Sa, file no. 10279 / R (hereinafter referred to as the "seller"), and the buyer is an entrepreneur in accordance with the provisions of § 2 para. 2 of Act no. 513/1991 of the Commercial Code (a person registered in the Commercial Register, a person who conducts business on the basis of a trade license, a person who conducts business on the basis of a license other than a trade license, a natural person who carries out agricultural production and is registered under a special regulation) (hereinafter referred to as "buyer") who buys goods from the seller in accordance with the procedure set out in these GTC. Goods means all services / products offered by the seller and listed on the site and promotional materials of the seller's company.
3. All legal relations between the buyer and the seller, which are not regulated by these general terms and conditions, are governed by the relevant provisions of Act no. 513/1991 of the Commercial Code as amended (hereinafter as "Commercial Code"). The GTC are an integral part of every business relationship concluded between the buyer and the seller, especially the purchase contract, framework purchase contract or purchase contract concluded on the basis of the buyer's order.
4. The purchase contract is a contract concluded in accordance with § 409 of the Commercial Code, by which the seller undertakes to deliver to the buyer a movable thing (goods) determined individually or in quantity and type and transfer ownership of the goods to him and the buyer undertakes to pay the purchase price for goods.
5. A framework purchase contract is an unnamed contract concluded in accordance with the provisions of § 269 para. 2 of the Commercial Code, which regulates the basic rights and obligations of the parties, while it is on the basis of which entrepreneurs subsequently conclude other contracts, or only orders that specify its subject in more detail (eg. number of pieces, weight, delivery time, etc.).
6. The order is a written document prepared by the buyer and sent to the seller by mail, e-mail or in other way agreed in writing between the parties to the contact details of the seller, or handed over in person to the seller's contact person, which requires the seller to deliver the goods specified agreed by the contracting parties in the purchase contract (hereinafter referred to as "PC"), framework purchase contract (hereinafter



referred to as “FPC”), in these GTC and in the order. The order is a proposal for the conclusion of a partial purchase contract, by which the buyer orders goods from the seller. Upon acceptance of the order by the seller, this order becomes a legally binding purchase agreement.

## 2) Order / Offer

1. The seller has the current offer of goods published mainly on its website, promotional materials, or confirmation of the availability of goods by the seller in connection with the individual request of the buyer. The seller also presents the current offer of goods through the activities of the seller's sales representatives.
2. The buyer's order represents a proposal for concluding a purchase contract, by which the buyer orders goods from the seller. After delivery of the buyer's order, the seller registers the order. Based on the registered order of the buyer, the seller will confirm in writing, reject the order, or the seller will contact the buyer with a request for additional information or clarification of the order. Upon acceptance of the order by the seller, this order becomes a legally binding purchase agreement. In the event that the seller does not confirm the order within 5 days of its sending, it applies that the order is not accepted by the seller and is therefore not binding on him.
3. The concluded purchase contract (PC) and framework (FPC) may be amended or supplemented exclusively in the form of mutually agreed amendments in writing concluded between the contracting parties.
4. The buyer is obliged to fulfill all its obligations arising from the PC, these GTC and the law properly and on time. If the buyer fails to fulfill any of its obligations arising from PC or FPC, the seller has the right to insist on its fulfillment, or may withdraw from PC or FPC and sell the goods to another bidder, with which the buyer agrees. In both cases, however, the seller is entitled to compensation for damage caused to him by failure to fulfill the obligation of the buyer.
5. After concluding PC, FPC or confirming the order, the seller reserves the right to change the packaging and / or package size of the goods ordered by the buyer, which consists primarily in changing the size, design and weight of the ordered goods, if the difference between the quantity ordered by the buyer and the package delivered by the seller does not exceed 20 %. The agreed purchase price will be reduced adequately in the case of delivery of a smaller or larger quantity due to a change of packaging, or will increase, with which the Buyer unreservedly agrees.
6. Any orders and their changes are submitted exclusively in writing, written form for this purpose also means electronic communication by e-mail. The content of negotiations conducted orally or by telephone is binding on the contracting parties only if it has been confirmed in writing and agreed by both parties or a record of the meeting has been prepared by the parties. The buyer gives his consent to such a form of communication, and is obliged to notify his email address and telephone contact upon the seller's request.

## 3) Deliveries

1. The seller shall deliver the goods / services to the buyer within the period specified on the basis of the agreement of the contracting parties and to the address chosen by the buyer specified in the order, PC or FPC. Shipping costs are borne by the buyer.
2. If the delivery of the goods depends on the seller's supplier, the seller reserves the right to set an approximate delivery date of the goods in PC, FPC and in the confirmed order, and is entitled to deliver



the goods to the buyer at any time during this period specified in PC, FPC or order. The seller undertakes to inform the buyer about the delivery of the goods no later than 24 hours before the transport. In case of there is a risk of non-compliance with the delivery date or indicative delivery date of the goods and the quantities of goods agreed in the contract or order; seller is obliged to notify the buyer in writing and announce the new delivery date or indicative delivery date, which the buyer is obliged to accept. The buyer declares that he has become acquainted with the conditions of delivery of the goods, including the indication of the indicative delivery date, which cannot be considered binding, and agrees with these.

3. In connection with the delivery of goods by the seller, the buyer is obliged to provide him with all the necessary cooperation necessary for the delivery of the goods and to take over the goods. In the event of a breach of this obligation, the buyer is responsible for the costs incurred by the seller for re-delivery. If the buyer unreasonably or unjustifiably refuses to take over the goods from the person providing the transport, the seller is entitled to a contractual penalty of 0.05% daily of the price of the goods that the Buyer refused to take over.
4. The seller is entitled to deliver the goods also in partial performances, with which the buyer expressly agrees and the buyer is obliged to accept such performance. The Seller's delay in partial performance does not affect the validity and effectiveness of the PC and does not establish the Buyer's right to withdraw from this PC. The seller undertakes to inform the buyer of the alternative delivery date, with which the buyer agrees.
5. The buyer undertakes to order the goods in such advance time that he does not use up his stocks until the delivery, which will be carried out with regards to the minimization of transport costs.
6. If the seller secures transports of the goods, the seller reserves the right to set specific delivery conditions, taking into account his shipping and other options. In the event of the buyer's request for express delivery of goods, the transport costs will be valued individually by agreement of the parties.
7. The delivery according to the agreed delivery clause in the sense of INCOTERMS in the currently valid wording (hereinafter referred to as "INCOTERMS") is considered to be the fulfillment of the delivery of goods.
8. The buyer is obliged to check the goods upon delivery so that obvious discrepancies and the completeness of the delivery are found immediately upon receipt of the goods. Any subsequent complaint procedure is specified by point 9).
9. Transport (execution of a transport contract), possible processing of licenses, permits, formalities, insurance of goods during transport - the obligations of the seller and the buyer are determined by the agreed delivery clause in PC according to INCOTERMS.

#### **4) Documents**

1. The seller shall secure the goods with the necessary documents in accordance with the provisions of § 417 - 419 of the Commercial Code, within the scope of its obligations under the used agreed commercial clause in the PC from INCOTERMS and hand over the necessary documents to the buyer.
2. The buyer may also agree with the seller in PA, other unspecified documents relating to the goods, if the seller has them (scope of the certificate, test report, certificate of origin of the goods, etc.).



3. At the latest by the execution of the PC, FPC or confirmation of the order by the seller, the buyer is obliged to submit a trade license or an extract from the Commercial Register, from which it is clear that the buyer is entitled to treat the goods supplied by the seller.

## 5) Packaging

1. The seller delivers the products in packaging forms, such as: in bulk, in returnable packaging, in non-returnable packaging.
2. If the goods are delivered in returnable packaging that is not subject to invoicing, the buyer is responsible for returning the undamaged packaging at his own expense to the seller. In the event that the buyer returns damaged packaging to the seller, or loses the packaging belonging to the seller, he is responsible for the damage caused to the seller by this act or omission and is obliged to compensate the seller for the incurred damage to the packaging.
3. The term returnable packaging (also stated on the invoice) means in particular: Pallets - U 6173, U 6170 / ZM / A, Euro pallets, gitterboxes, containers, barrels, tanks, etc.

## 6) Pricing / Prices

1. The prices of goods and services are determined by the individual pricelist of the seller for each buyer valid on the day of executing the purchase contract or confirming the offer by the seller for the goods or services. The buyer declares that he has read the pricelist valid on the day of confirmation of the order by the seller or at the time of signing or executing the special contract. The buyer acknowledges and agrees that the seller reserves the right to change the prices of goods i.e., price list. The seller is not obliged to notify the buyer in writing of the price change. The price is stated in PC together with the specification of the Delivery Clause according to INCOTERMS. Unless required by the PC, prices do not include taxes (VAT), customs, bank and other fees paid outside the territory of the Slovak Republic.
2. Quotations processed before the final quality approval (if, for example, a sample quantity is delivered first) are considered indicative.
3. The seller reserves the right to change the price of the goods at any time, in particular, but not exclusively, if the prices of commodities on the world market change significantly.
4. The seller reserves the right to change the price of goods in the cases of existing contractual relationships, in the event of a change in costs mainly due to changes in the price of goods on the world market, exchange rate, material, energy, shipping and other objectively determined facts, with which the buyer agrees to.

## 7) Invoicing

1. The buyer is obliged to pay the agreed purchase price to the seller for the delivered goods and / or services on the basis of an invoice issued by the seller, usually within 14 days, or according to the agreement of the parties specified in the PC.



2. The invoice issued by the seller will contain the requisites of the invoice in accordance with § 74 Art. 1 Act no. 222/2004 from Code of the Value Added Tax Act. Based on the agreement of contracting parties, the invoice can be delivered to the buyer in the following ways:
  - a) by registered delivery,
  - b) by letter shipment,
  - c) by e-mail,
  - d) personally,
  - e) together with the delivered goods.
  
3. In the event that the buyer does not receive an invoice from the seller within 15 days of delivery of the goods or services, the buyer undertakes to contact the seller immediately. Otherwise, by failing to notify the non-delivery of the invoice, it is considered the invoice has been properly delivered to the buyer. The buyer is obliged to check all the facts stated in the invoice immediately after delivery, and in case of any discrepancies, to contact the seller immediately with a request to make a correction. Later discrepancies found by the buyer will not be taken into account.
  
4. The invoice for the supply of goods to another Member State must contain a reference to Articles 193 to 196 of Council Directive 2006/112 / EC of November 28, 2006, on the common system of value added tax, as amended by Council Directive 2006/138 / EC of December 19, 2006, or information that the person liable to pay the tax is the person to whom the goods are supplied to.

## **8) Payment terms**

1. Overview of possible payment methods:
  - a) by transfer / deposit to the seller's account based on the invoice issued by him,
  - b) by cash payment in case of personal collection in accordance with the conditions specified in Act no. 394/2012 of Cash Payment Restrictions Act,
  - c) cash payment upon receipt of the goods by the authorized representative of the carrier will take up to the values specified in Act no. 394/2012 Cash Payment Restrictions Act,
  - d) cash on delivery,
  - e) payment in advance at selected buyers,
  - f) other manner which may be determined by agreement between the Parties.
  
2. The purchase price paid by bank transfer is considered paid on the day of crediting the funds in full to the bank account of the seller maintained at the banking institution.
  
3. In the event of the buyer's delay in paying the purchase price, the seller is entitled, based on the agreement of the parties, to interest on arrears for the period from the due date to the date of payment in the amount of 0.05% for each day of delay in paying the purchase price and right to withdraw from PC, FPC or order.
  
4. If the buyer is in arrears with the payment of the obligation:



- a) the seller has the right to withhold unfulfilled deliveries from all concluded PC with the buyer, without it constituting a breach of contract by the seller, or establishing the right of the buyer to withdraw from it,
- b) the seller is entitled to set off credit of mutual receivables, even those that have not yet been due.

5. The discount from the purchase price can only be applied by mutual written agreement.

### 9) Complaints and defects.

1. The goods are considered delivered at the moment of taking over the goods by the buyer or if:
  - a) the goods ordered by the buyer in one order are delivered separately, at the moment of taking over the goods that were delivered last,
  - b) delivers the goods repeatedly during a specified period, at the moment of taking over the first delivered goods,
  - c) the buyer does not receive the duly provided performance.
2. The seller is obliged to deliver the goods in a quality and quantity that corresponds to the agreed technical specification of the goods.
3. The seller is entitled to call upon the buyer to take over the goods before the delivery period. The buyer is obliged to carefully inspect the goods and their packaging when taking over the goods. In the event the buyer finds that the goods or their packaging are damaged, he is obliged to notify the carrier or employee of the seller and in his presence to check the condition of the goods and to make a record with the carrier or employee of the seller of an extent and nature of damage. The seller is not liable for damage to the goods that arises during the transport of goods by the carrier.
4. The buyer is obliged to take over the goods, inspect their condition, quality and quantity. If the quality or condition does not meet the agreed conditions, he is obliged to immediately inform the seller, otherwise it is considered that goods were delivered in quality and condition as was agreed by contracting parties. The buyer is obliged to claim a defect in the quality of the goods with the seller no later than 5 days after receiving the goods. If the buyer does not report a defect in the quality of the goods within 5 days of receiving them, it is considered that the goods were delivered without any defects. To dispel any doubts, it applies that after 7 days the right to claim product defects expires.
5. The buyer is obliged to notify the seller of any defects in the goods in writing without undue delay from the finding out the defect, or from the moment, when buyer should have discovered them by exercising professional care, during the inspection, which he is obliged to carry out when taking over the goods.
6. The seller is liable for the defect that the goods have at the moment when the risk of damage to the goods passes to the buyer. The warranty period can only be agreed individually, based on the agreement of the contracting parties.
7. The risk of damage to the goods passes to the buyer at the time he takes over the goods from the seller, or if he does not do so in time, at the time when the seller allows him to dispose of the goods and the buyer breaches the contract by not taking over the goods. If the seller is obliged under the PC or FPC to hand over the goods to the carrier at a certain place for the transport of goods to the buyer, the buyer passes the



risk of damage to the goods by handing it over to the carrier at that place. If the purchase contract includes the obligation of the seller to send the goods, but the seller is not obliged to hand over the goods to the carrier at a certain place, the risk of damage to the goods passes to the buyer when the goods are handed over to the first carrier for transport to destination. The fact that the seller handles the documents relating to the transported goods does not affect the transfer of the risk of damage to the goods.

8. In the event the seller provides the buyer with a guarantee for the goods, the buyer can file a complaint at the place of the seller's registered office. The complaint is duly filed only at the moment of proper defect of the seller by the buyer and delivery of the claimed goods together with accessories, documentation of goods, delivery note, warranty card, proof of payment, copy of invoice or copy of proof of purchase to the seller. The day complaint is applied is considered a day on which the defect was duly alleged at the seller by the buyer and the claimed goods together with accessories, goods documentation, delivery note, warranty card, proof of payment, a copy of the invoice or a copy of the proof of purchase was delivered to the seller. The invoice issued by the seller in some cases serves as a delivery and warranty card.
9. The claim to apply for complaint at the seller by the buyer expires and at the same time expires the seller's liability for defects in the goods in particular:
  - a) failure to notify the buyer of obvious defects when taking over the goods to the seller, or
  - b) upon expiry of the warranty period of the goods, or
  - c) mechanical damage to the goods caused by the buyer, in particular the assembly of the goods, or
  - d) using the goods in conditions that do not correspond to their humidity, chemical and mechanical influences to the natural environment, or
  - e) improper handling, servicing or neglect of care of the goods, or
  - f) damage of the goods by excessive loading or use in violation of the conditions specified in the documentation, general principles, technical standards or safety regulations in force in the Slovak Republic, or
  - g) damage of the goods by unavoidable or unforeseeable events, or
  - h) damage of the goods by accidental destruction or accidental deterioration, or
  - i) unprofessional intervention, interference with the goods by a person other than the authorized person,
  - j) damage during transport, damage to water, fire, static or atmospheric electricity or another force majeure.
10. The seller is obliged to issue a written document about the buyer's claim from liability for defects in the goods or equipment of the claim no later than 30 days from the date of obtaining the binding opinion of the manufacturer or supplier of the seller.
11. In the case of justified complaint or defect in goods, seller will remove the detected defects on the goods within a reasonable period of time, especially by delivering replacement goods for defective goods or providing an appropriate discount on the purchase price, while the seller is entitled to choose the method of removing defects in the goods. Return of the claimed goods before the end of the complaint procedure is possible only with the consent of the seller. The provision of § 436 art. 1 letter (d) of Commercial Code shall not apply.
12. The costs that incurred in connection to the complaint shall be borne by the seller in the case of a justified complaint and by the buyer in the event of an unjustified complaint. The obligated party shall reimburse these costs to the beneficiary on the basis of an invoice.



13. The seller is responsible for legal defects of the goods to the extent provided by Act no. 513/1991 of Commercial Code.
14. The seller is not responsible for defects in the goods that are not covered by the warranty.
15. In the case of goods sold under the agreement as "second class", "waste", "recycled" and the like, the buyer does not receive any warranty rights for defects that are inherent in this quality classification. In the case of goods sold at a lower price, the seller is not responsible for defects for which a lower price was agreed.

#### **10) Liability for damage**

1. The contracting parties undertake to co-operate with each other and to provide each other with the co-operation necessary for the performance of the subject of the contract. Furthermore, they undertake to inform them of all facts necessary for the proper and timely fulfillment of their duties and obligations arising from the order, as well as of facts that could terminate or significantly impede the fulfillment of subject of the order. The contracting parties are obliged to fulfill their obligations and commitments arising from the contract and related legislation in a proper and timely manner so as not to delay their fulfillment.
2. Each contracting party shall be liable to the other contracting party for damage caused by a breach of its obligations under the agreement and the law, unless the breaching party proves that the breach was caused by circumstances precluding liability. The seller sells and the buyer buys goods determined by type and quantity as they stand.
3. The buyer is liable to the seller for the damage caused to him by breach or negligence of his obligations under the purchase agreement, these GTC or the relevant legislation. The buyer will be released from liability if he proves that the breach or negligence was caused by circumstances precluding liability.
4. If the contracting party causes any damage to the other contracting party by breach of its obligations and / or obligations arising from the contract or its order, its liability for damage and the obligation to indemnify the other contracting party shall be governed by the provisions of § 373 et seq. of Commercial Code.
5. The buyer's right to damages is limited to a maximum amount equal to the purchase price of the delivery under the specific purchase agreement in connection with which the damage occurred.

#### **11) Circumstances precluding liability (force majeure)**

1. The seller is not liable for partial or complete non-performance of obligations under the contract or these GTC if this non-performance occurred due to force majeure.
2. The seller is entitled to suspend the performance of its obligations under the contract for the duration of the circumstances excluding liability (hereinafter "force Majeure") on the part of the seller or its supplier or if the goods are not available within the period agreed between the parties due to circumstances excluding market responsibility. In the event that circumstances precluding liability arise, the seller undertakes to inform the buyer of the alternative extended term of performance, which the buyer is obliged to accept. In the event that the agreed goods cannot be delivered to the seller due to circumstances excluding liability, the parties undertake to conclude an agreement on substitute / alternative performance, for which purpose the parties are obliged to provide all necessary cooperation. If the contracting parties do not agree





on a substitute performance despite mutual efforts within 3 months, both contracting parties have the right to withdraw from the contract. In the case of circumstances precluding liability, the buyer does not have any right to compensation by the seller. The period for concluding an agreement between the contracting parties is extended accordingly by a period during which the buyer does not provide the necessary cooperation to the seller.

3. In the event that the seller is unable to deliver the goods within the period specified in the order for reasons of force majeure, the delivery time of the goods shall be reasonably prolonged for the duration of force majeure. If, due to force majeure, the seller's performance becomes impossible, his obligation to deliver the goods to the buyer expires.
4. Force majeure is considered to be an obstacle which has arisen independently of the will of the liable party and prevents it from fulfilling its obligation, if it cannot be reasonably assumed that the liable party would avert or overcome this obstacle or its consequences and further that at the time of concluding the order foresee this obstacle. The following are considered to be cases of force majeure: strike, epidemic, fire, flood, natural disaster, mobilization, war, insurrection, seizure of goods, embargo, prohibition of foreign exchange transfer, unintentional regulation of electricity consumption, terrorist attack, economic crisis, etc.

## 12) Ownership of the goods

1. Ownership of the goods passes to the buyer by taking over at the place of delivery specified in the PC according to the used commercial clause INCOTERMS, only provided that the buyer has paid the purchase price in full. The seller remains the sole owner of the goods until full payment of the purchase price by the buyer.
2. The buyer is obliged to handle the goods with provision of ownership with due and professional care and to insure them at his own expense sufficiently in case of damage by fire, water, theft, as well as against other insurance risks in the amount of the value of the delivered goods.

### 3. Termination of obligation

By agreement of the contracting parties, the obligations arising from the purchase contract between the parties may expire as follows:

- a) solution,
  - b) agreement of the parties to replace the commitment,
  - c) decommitment agreement,
  - d) offsetting receivables by the seller,
  - e) withdrawal from the contract,
  - f) payment of severance fee, if the parties to the contract expressly agree to it,
  - g) additional impossibility of performance,
  - h) time lapse,
  - i) expiration of rights and obligations,
  - j) settlement.
4. The purchase contract expires on the day of settlement of all rights, obligations and claims of the contracting parties arising from it.



5. Prior to the period under the previous point, it is possible to terminate the purchase contract mainly by agreement of the contracting parties or by withdrawing from the purchase contract in accordance with this article of the GTC and in accordance with generally binding legal regulations.
6. The seller is entitled to withdraw from the contract for reasons provided by law and:
  - a) if the buyer is in arrears with the payment of the purchase price of the goods, despite the written request of the seller to pay it within a reasonable additional period,
  - b) after concluding the purchase contract with the buyer, demonstrable facts have arisen on the part of the buyer, which justify doubts about the possibilities of early and full fulfillment of all obligations and obligations by the buyer, especially in relation to payment of the purchase price, the seller is entitled to withdraw from the purchase contract and delivery or to demand buyer's immediate payment of the purchase price of the goods independent of the data stated on the invoice,
  - c) the advance payment of the purchase price for the goods in accordance with these GTC has not been paid even within a reasonable additional period,
  - d) the buyer repeatedly and unreasonably refuses to take over the goods
  - e) in other cases, when permitted by these GTC, the purchase contract or valid generally binding legal regulations.
7. The contracting parties have agreed that in the event of the seller's withdrawal from the purchase contract due to breach of obligations by the buyer, the seller is entitled to payment of a contractual penalty of 20% of the purchase contract, partial performance based on FPCor order price. By signing the contract or sending the order, the buyer agrees with the amount of the contractual penalty and considers it appropriate.
8. The buyer is entitled to withdraw from the purchase contract in the cases provided by the Commercial Code.
9. By withdrawing from the contract, the purchase contract expires from the beginning. The validity and effectiveness of the purchase contract ends at the moment of delivery of the withdrawal of the other party. Withdrawal from the purchase contract does not terminate the rights and obligations that arose as a result of breach of the purchase contract, in particular the right to damages, contractual penalties and other sanctions, lost profits, etc. In the event of withdrawal, the buyer is obliged to deliver the goods to the seller at his own expense. If he fails to do so, the seller is entitled to take the goods and deliver them himself at the buyer's expense. The buyer is obliged to hand over the goods to the seller in their original condition, i.e., as of the date of receipt and delivery of the goods. If the buyer violates this obligation, the seller is entitled to restore the goods to their original condition at the expense of the buyer, and is not liable for any damage that could occur to the buyer by this procedure. The return or withdrawal of goods under the preceding provision does not affect the buyer's obligation to pay the purchase price of the goods in full.
10. The buyer is not entitled to assign the rights and obligations arising from the legal relationship between the seller and the buyer to a third party without the prior consent of the seller and is not entitled to set off a claim against the seller with a liability recorded against him by the seller.

### **13) Personal data protection**

1. The buyer acknowledges that the seller processes personal data in accordance with Regulation (EU) No. 1907/2006 of the European Parliament and of the Council 2016/679 on the protection of individuals with regards to the processing of personal data and on the free movement of such data (hereinafter referred to



as the “Regulation”) and Act no. 18/2018 on Personal Data Protection and on Amendments to Certain Acts (hereinafter referred to as the “Act”).

2. Pursuant to these GTC, by entering into any legal act between the seller and the buyer, the buyer acknowledges that the seller KORA a. s., registered office Zlatovská 27, 911 05 Trenčín, ID: 36 321 761, is entitled to process the buyer's Personal Data, provide them or transfer them for processing to third parties for the purposes of managing the contractual relationship between the seller and the buyer and for purposes related to the contractual relationship and for the purpose of documenting the activities of the seller or for the purpose of protecting and claiming the rights of the seller. The seller processes the following personal data: name and surname, residential address, billing address, identification number, tax identification number, e-mail address, telephone number (hereinafter referred to as "personal data"). The buyer acknowledges the processing of personal data by the seller, for the purpose of exercising the rights and obligations under the contract or order and for the purpose of sending information and business communications related to the contractual relationship. The buyer acknowledges that he is obliged to state his personal data correctly and truthfully when ordering and that he is obliged to inform the seller without undue delay about a change in his personal data.
3. Personal data will be processed for a period of five years after the expiry of the given contractual relationship (contract) i.e., for a period determined by special regulations (Act No. 431/2002 on Accounting, as amended - accounting documents). Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner, both through third parties outside the territory of the Slovak Republic and in another EU Member State.
4. The buyer confirms that the personal data provided is accurate and that he has been informed that this is a voluntary provision of personal data.
5. The buyer, as the person concerned within the meaning of the Act, declares that he has been informed of his rights under the provisions of the Act and the Regulation.
6. They do not require or provide specific categories of personal data, only ordinary categories of personal data.
7. The seller is the operator of the processing of your personal data. Our identification and contact details are:  
  
Business name: KORA a.s.  
registered office: Zlatovská 27, 911 05 Trenčín  
ID: 36 321 761  
Statutory body: Ing. Peter Horal - Chairman of the Board of Directors  
Ing. Pavel Horal - Member of the Board of Directors  
Michal Horal - Member of the Board of Directors  
registration in the Commercial Register: company registered in the Commercial Register of the District Court of Trenčín, section: Sa, file number: 10279 / R
8. The buyer declares that he is aware that the provision of personal data is a contractual requirement. It is not possible to create an order and conclude a contract without providing personal data.
9. The data operator hereby informs the buyer and buyer hereby declares that he has been the data operator, i.e., instructed by the seller that the legal basis for the processing of personal data is Art. 6 letter b)



Regulations - processing is necessary for the performance of the contract to which the person concerned is a party (purchase agreement) and Art. 6 letter f) Regulations - processing is necessary for the purposes of legitimate interests pursued by the operator (direct marketing).

10. Processing of personal data according to Art. 6 letter b) The Regulation is executed for the purposes of fulfilling the contract or order to which the seller and the buyer are a contracting party. Personal data must therefore be provided to the operator, as without this it is not possible to process any order for the services, enter into the contract and deliver the services or goods to you. We will use your personal data for the stated purposes and to the necessary extent. We also provide your personal data to third parties - processing intermediaries and recipients who participate in the fulfillment of the purpose of personal data processing. Such persons are, in particular our contractual partners such as postal companies, transport and courier companies, operators of the internet portal, entities in the field of information technology and consulting, and persons authorized to represent the operator's company as well as its authorized employees.
11. Processing of personal data according to Art. 6 letter f) Regulations are carried out for direct marketing purposes - Your prior consent as the recipient of the e-mail is not required in this case as it is a direct marketing of the seller's own similar goods and services as we have obtained your personal data legally in connection with the sale of our goods or services. However, as the recipient of the e-mail, you have the option of rejecting such sending at the time of collection of personal data and with each message received.
12. According to the Regulation, after meeting the conditions stated in art. 15-22 you have following rights:
  - withdraw your consent at any time; the appeal will not affect the lawfulness of the processing based on the consent given before its appeal,
  - requesting access to personal data concerning yourself from the operator,
  - to correct personal data,
  - to delete personal data,
  - to limit the processing of personal data,
  - object to the processing of personal data,
  - on the portability of personal data,
  - be informed about the source from which the personal data comes, or information about whether they come from publicly available sources, if the personal data were not obtained from you,
  - submit a complaint to the supervisory body or to initiate proceedings, to the Office for Personal Data Protection.
13. The rights of the buyer correspond to the obligations of the seller. The rights specified in Art. 13, the Buyer is entitled to apply by sending an application to the operator's registered office or by sending an e-mail to [info@kora.sk](mailto:info@kora.sk). It must be clear from the application which of the above-specified rights the applicant exercises, in what way, or for what reason.
14. The operator is obliged to provide the buyer with information on other purposes of personal data processing and at the same time other relevant information in accordance with the legislation, if the operator intends to further process personal data for a purpose other than that for which they were obtained. In the event of such an intention, operator is obliged to inform the subject of such other purpose and to provide him with other relevant information in accordance with the relevant provisions of the Regulation and the Law before such further processing.



#### 14) Final provisions

1. Before concluding the order / contract with seller, each buyer is obliged to get acquainted with these GTC. By sending the order or concluding the purchase contract, the buyer declares that he has duly read the wording of these GTC and agrees with their content.
2. Excluding the application of the UN Convention on Contracts for the international sale of goods, the rights and obligations of the contracting parties, as well as other relations arising from the execution of a purchase contract or GTC, which are not specifically agreed therein, shall be governed by the relevant provisions of Act no. 513/1991 of the Commercial Code as amended and other generally binding legal regulations valid and effective in the Slovak Republic.
3. The seller reserves the right to change and supplement these GTC. Valid and effective GTC are published on the company's website [www.kora.sk](http://www.kora.sk). If the Contract addresses a legal issue differently from these GTC, to which it refers, the direct provision in the Contract prevails.
4. These GTC come into force and effect on 18.11.2022 for an indefinite period.
5. The contracting parties have agreed that the delivery of any letter items in connection with the contract will take place to the address specified in the contract or the Commercial Register of the Slovak Republic, unless the contracting party notifies the other contracting party of its change. If the other party does not accept the shipment within the collection period, refuses to accept it, the addressee is unknown or for any other reasons fails to deliver it to such address of the other party, the shipment is considered delivered on the day it is returned to the sending party, even if the addressee did not find out.
6. In the event that any provision of the contract, including these GTC, becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of other provisions of the Contract will not be affected or violated in any way.
7. All agreements, both spoken and written, concluded before the conclusion of the contract and relating to the negotiations on the contract between the contracting parties shall cease to be valid on the date of execution of the contract and shall be fully replaced by this contract.
8. The contracting parties agree that all disputes arising out of or in connection with the contract shall be settled by mutual agreement. In the event of no agreement between the parties, all disputes arising from the purchase contract, framework purchase contract or order, including disputes about their validity, interpretation or cancellation, will be resolved before the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava according to its basic internal legislation. The parties shall comply with the decision of this court. Its decision will be binding for all parties.
9. In the event that either contracting party has its registered office outside the territory of the Slovak Republic, or during the term of the contract changes its registered office outside the territory of the Slovak Republic or whose legal successor will have its registered office outside the territory of the Slovak Republic, for the avoidance of doubt, the contracting parties of this contract and otherwise demonstrable not regulated or negotiated or used between the parties as a business practice, are governed by valid and effective legislation of the selling country and contained in particular in the Commercial Code valid and effective in the Slovak Republic as amended (Act No. 513/1991, as amended). The applicable law is thus, in accordance with the agreement of the contracting parties, the law of the Slovak Republic (choice of law).



10. These GTC are prepared in Slovak and English versions. In the event of unclear interpretation or discrepancies between the Slovak and English version, only the Slovak version of the GTC is decisive for the interpretation of the provisions of these GTC. In the event that the PC or FPC is prepared in Slovak and / or English at the same time, the exclusive version of the PC or FPC in the Slovak language shall be used in case of interpretation, unclear interpretation or discrepancies; in such a case, the English translation is for information purposes only and is not binding for the interpretation of the provisions of these GTC or the contracts.