

General terms and conditions of

KVANTLED, s. r.o.

(hereinafter referred to as the "GTC")

Art. 1 General terms and conditions

These terms and conditions apply to the contractual relationship between **KVANTLED s.r.o. with its registered office at Odborárska 23, 831 02 Bratislava, Company ID: 50 426 745 (hereinafter referred to as the "Company")** and business partners. The purpose of these terms and conditions is to regulate the rights and obligations of the seller (supplier) on the one hand and the buyer (customer) on the other.

These terms and conditions apply only to business relationships between the company and persons acting towards the company in the course of its business activities.

In addition to these terms and conditions, all provisions of the Commercial Code apply to the above referred relationships.

Art. 2 Definitions

The seller shall mean the business company **KVANTLED s r.o. with its registered office at Odborárska 23, 831 02 Bratislava, Company ID: 50 426 745**. The company is registered in the Business Register of the District Court of Bratislava I, Section Sro, Insert no. 113072 / B, Tax ID: 2120344919 VAT No.: SK2120344919.

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The buyer or the customer shall mean any natural person - entrepreneur or legal entity that has entered concluded one of the special contracts with the company (purchase contract, contract for work, lease contract).

The GTC further define and specify the rights and obligations of the customer and the supplier and, in their current wording, form an integral part of the purchase contract.

Goods - products that are included in the operator's offer for purchase.

Special contract - purchase contract, contract for work, lease contract.

Carrier - courier or other company providing goods transport services according to the order.

Art. 3 Conclusion of the contract, withdrawal from the contract

1. The contract is concluded in written form, the content of which depends on the customer's request, whether it is the purchase of goods or the purchase of goods and their assembly or lease of goods. The supplier shall submit a special type of written contract to the customer according to the requirements of the customer and the contract shall be deemed to be concluded by the signature of both the supplier and the customer.
2. After concluding a special contract, the customer is obliged to pay an advance payment of the contractual remuneration for the performance provided by the supplier in the amount of 50% of the remuneration, on the basis of an advance invoice issued by the supplier. The remaining part of the payment shall be paid by the customer on the basis of the final invoice within 14 days from the delivery of the contractual performance.
3. The supplier is entitled to withdraw from the contract in writing if the customer is more than 90 days in arrears with the payment of the advance or final invoice in accordance with the previous paragraph. If there is a withdrawal from the contract according to the previous sentence, the supplier has the right to demand a contractual penalty from the customer in the amount of the advance invoice for breach of the customer's obligation to pay the issued invoice.
4. If the supplier fails to exercise its right of withdrawal in accordance with the preceding paragraph, it shall be entitled to interest for late payment in accordance with commercial law at the statutory rate.
5. Withdrawal from the contract must be in writing and delivered as a registered shipment to the address of the registered office or the place of business of the other contracting party specified in the relevant business register or trade register.
6. The customer has the right to withdraw from the contract in the event of a delay on the side of the supplier pursuant to Art. 4 paragraph 3 and the supplier did not draw attention to the impossibility of delivery of goods on time according to Art. 4 paragraph 4.

Art. 4 Delivery terms

1. The place of performance of the contract means the registered office (or place of business/establishment) of the customer specified in the order, unless the contracting parties agree otherwise (e.g. personal collection from the supplier). The goods will be delivered in the manner specified by the seller in the order or in a separate contract.
2. Delivery of goods shall be deemed performed by handing it over to the customer or by handing over the goods for transport to the selected carrier.
3. The supplier is obliged to deliver the goods to the place of performance pursuant to the contract within 14 days of payment of the advance invoice if the goods are in the supplier's warehouse and within 70 days if the goods are not in the supplier's warehouse.
4. The contracting parties may agree to extend the delivery period if circumstances so require. In the event that the supplier is not able to deliver the ordered goods to the customer within the period under paragraph 3 of this article, the supplier shall notify the customer as soon as possible and inform the customer of the expected delivery date of the ordered goods or propose delivery of alternative goods.

5. During the acceptance of the goods, the customer is obliged to check the physical integrity and completeness of the shipment/goods and confirm these on the consignment note/acceptance protocol. If the shipment is visibly damaged or destroyed, the customer is entitled to refuse to accept the goods and request new goods without damage or may withdraw from the contract. In the event that the goods are delivered via a carrier, the customer is obliged to contact the supplier immediately. If the customer requests the delivery of new goods without damage, the supplier is obliged to deliver it within 70 days of the customer's notification.

6. Costs of delivery are not included in the price of the goods. The price for transport is charged according to the valid current price list. Orders are placed immediately if the goods are in stock. If the goods were not distributed due to a shortage in the warehouse, they are distributed immediately after their delivery to the warehouse.

7. The risk of damage to the goods passes to the customer at the time of receipt of the goods by the customer or its agent.

8. No later than with the delivery of the goods, the supplier shall deliver to the customer in written or electronic form all documents necessary for acceptance and use of the goods and other documents prescribed by applicable law (especially instructions in the state language, warranty card, delivery note, tax document).

Art. 5 Purchase price, payment terms

1. The price for the performance provided by the supplier includes the goods, their possible assembly and delivery costs or take-back costs, if both are carried out by the supplier.

2. Payments must always be made by the customer by non-cash transfer to the supplier's account specified on the invoice so that the funds are credited to the supplier's account no later than on the last due day specified on the invoice.

Art. 6 Warranty, claims

1. The supplier is responsible for defects of the goods which occur at the time of delivery of the goods or during the warranty period. The warranty period for the goods is set at a minimum of 24 months from the date of conclusion of the special contract and lasts from the date of receipt of the goods and confirmation of the necessary documents related to the goods by the customer.

2. The customer is obliged to file claims for defects in writing with the supplier and subsequently deliver the defective goods at own expense, including documents and a warranty card or invoice to the supplier. The claimed goods are delivered by the customer to the service points according to the supplier's instructions after receiving a written claim.

3. The supplier shall handle a claim for goods within a period of 14 days of receiving the goods from the customer, if the spare parts are available at the supplier's warehouse and within 70 days, if the spare parts are not available at the supplier's warehouse and must be ordered.

4. The customer has no right to assert any claims for defects of the goods, of which the customer was notified at the time of concluding the contract or about which the customer must have known, taking into account the circumstances at the time of concluding the contract. Rights arising from defects of the goods at the side of the customer expire by failure to report obvious defects during the acceptance of the goods, unprofessional and careless handling or neglect of care of the goods, mechanical damage to the goods by the customer, or by using the goods in conditions that do not correspond to the natural environment.

5. Unless otherwise agreed in a special contract or in these GTC, claims for defects in goods are governed by the provisions of Article 436 et seq. Commercial Code.

6. The result of the claim may be the following:

- repair of goods
- exchange of goods
- refund of the purchase price
- payment of a reasonable discount on the price of the goods
- rejection of the claim for goods with justification

7. The customer shall be informed of the result of the claim immediately after the end of the period specified in paragraph 3 of this Article by telephone or e-mail and the result will also be delivered via e-mail or by post together with the goods claim protocol.

Art. 7 Privacy protection

1. The customer and the supplier have agreed that the customer, if it is a legal entity or sole trader, is obliged to notify the seller of its business name, registered office address, including postal code, Company ID, VAT number, telephone number and e-mail address.

2. Personal data of the contracting parties are processed on the legal basis according to Article 13 par. 1 letter b) of Act no. 18/2018 Coll. on the protection of personal data, as amended, and Article 6 par. 1 letter b) of the Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation)

3. The supplier undertakes that the data provided will be used only for the purpose of concluding and fulfilling the contract on the basis of business conditions. The processed data will not be published, made available or provided to any third party.

Art. 8 Final and transitional provisions

1. These GTC are valid and effective in the form published on the supplier's website: www.kvantled.sk

2. The supplier reserves the right to change these GTC, and is obliged to announce such change by placing a notice on its website mentioned above. All changes and amendments to the GTC will not apply to already concluded purchase contracts.
3. The supplier and the customer have agreed that all possible discrepancies and disputes that could arise between them in connection with the interpretation or performance of the concluded contracts will be resolved by agreement.
4. If the parties fail to reach an agreement, then either party is entitled to submit the dispute to the competent court in the Slovak Republic.
5. The seller and the buyer have agreed to fully recognize the electronic form of communication, in particular via electronic mail and the Internet, as valid and binding for both parties. Electronic form of communication is not acceptable in case of withdrawal from the contract. Electronic communication does not require the signature of a document with a guaranteed electronic signature.

SPECIAL PART – LEASE

Art. 1 Conditions of lease

- 1.1 The commencement of the lease is considered to be the day of acceptance of the equipment by the lessee from the lessor, while the lessee signs the acceptance protocol with the date of issue of the equipment upon acceptance.
- 1.2 Termination of the lease means the date of return of the equipment, while the lessor signs the original acceptance protocol for the lessee with the date of return.
- 1.3 The lessee may agree with the lessor to extend the agreed lease period in writing, or by telephone and then by email (to the address dobsovic@kvant.sk) before the agreed return date.
- 1.4 In case of exceeding the agreed lease period, the lessor has the right to charge a contractual penalty in the amount of 30% of the total agreed lease amount for each additional day after the agreed return date.
- 1.5 The price of lease is agreed in advance and confirmed between the lessor and the lessee. If this is not the case, the lessor has the right to charge the lease prices according to its internal price list.
- 1.6 The lessee undertakes to pay the agreed amount on the basis of invoices issued by the lessor on the due date stated on the specific invoice. In case of non-payment of the invoiced amount by the due date, the lessor is entitled to invoice penalties in the amount of 0.2% of the lease price of the equipment for each day after the due date.

Art. 2 Rights and obligations of the lessor

2.1 The lessor leases the equipment to the lessee for a definite period of time on the basis of a concluded written lease agreement.

2.2 The lessor is responsible for the technical condition, completeness and safety of the leased equipment and accessories at the time of their issue to the lessee.

2.3 The lessor is obliged to check the completeness and appropriate condition when returning the leased equipment.

2.4 In the event of incomplete or damaged equipment, the lessor is entitled not to take back the equipment and to request the lessee to replace and repair the equipment and return the leased equipment in its complete condition.

Art. 3 Rights and obligations of the lessee

3.1 The lessee is entitled to use the equipment during the period for which the equipment was leased.

3.2 The lessee is obliged to treat the rented equipment with care and return it cleaned and in its original condition.

3.3 The lessee is obliged to provide qualified personnel for the operation of the leased equipment to prevent damage due to improper handling.

3.4 The lessee is obliged to immediately notify the lessor about any failures and defects of equipment identified during the lease period.

3.5 The lessee may not provide the equipment to third parties without the consent of the lessor.

3.6 In the event of loss or damage to the leased equipment, the lessee is fully liable for damages regardless of fault and is obliged to ensure the replacement, repair or exchange of equipment and the restoration of all equipment.