

GENERAL BUSINESS TERMS

DIRECTIVE VAS-f042
Revision: A/01.11.2022

GENERAL BUSINESS TERMS and CONDITIONS of VAS Systém, spol. s r.o. – Industrial production technologies

Article I. General provisions

1. These General Terms and Conditions of VAS Systém, spol. s r.o. – industrial production technologies (hereinafter referred to as "T&C") under the terms of point 2 apply to all contracts (hereinafter referred to as the "Contract") on the basis of which VAS Systém, spol. s r.o. (hereinafter referred to as the "Contractor") undertakes to perform work for its customer (hereinafter referred to as the "Client"). The work is understood as the production of various types of industrial production technologies (hereinafter referred to as "Equipment").
2. These General Terms and Conditions apply only to those Contracts that expressly refer to these General Terms and Conditions. The content of the Contract is always determined on the basis of the price offer prepared by the Contractor and accepted by the Customer.

Article II. Execution of the Work

1. Unless the contracting parties agree otherwise, the Work is completed the moment the Equipment is installed by the Contractor at the destination. Unless otherwise agreed by the contractual parties, transport to the destination is provided by the Contractor.
2. The date of taxable performance is the day the customer takes over the equipment and signs the equipment takeover protocol at the agreed destination.
3. The risk of damage to the Equipment passes to the Customer:
 - a. if the transport of the Equipment to the Customer is provided by the Contractor, on the day of the arrival of the means of transport with the Equipment at the agreed destination and
 - b. if the Customer arranges the transportation of the Equipment to himself, the day when the Equipment will be ready for loading on the Customer's means of transport at the Contractor's premises.
4. The device is a unique device manufactured exactly according to the Customer's requirements and corresponds to his specific needs. For this very reason, before its completion, its pre-selection may take place at the Contractor's place. On it, the Customer has the opportunity to continuously check the execution of the Work and propose any modifications to the Equipment. If the parties to the contract agree on a preliminary inspection of the Equipment, this will always be carried out at the Contractor's premises. The

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customer is obliged to ensure the presence of a sufficient number of his personnel necessary to carry out the preliminary inspection of the Equipment. The Customer is obliged to provide samples of all components and materials to be processed by the Equipment (so that it is possible to test the functionality of the Equipment) for pre-selection at the time and quantity set by the Contractor.

5. Ownership of the Equipment is transferred to the Customer only at the moment of full payment of the price of the work.
6. The Contractor is entitled to request from the Customer a written confirmation of the completion of any agreed stage of the execution of the Work (for example, but not exclusively, the Protocol on the execution of the preliminary inspection, the Acceptance Protocol after the installation of the Equipment, etc.). The form of confirmation is determined by the Contractor.

Article III. The price of the work

1. The price of the work covers the costs of fulfilling all the obligations of the Contractor established by the Contract. That is, if, for example, the Contractor is obliged to ensure the transportation of the Equipment to the destination, the price also covers the costs of its packaging and this transportation. However, customs fees and other costs that must be incurred in direct connection with the transportation of the Equipment across the border of the customs territory are always borne by the Customer.
2. Unless otherwise agreed, the deadline for payment of the price of the work is 30 days from the date of taxable performance according to point 2.2.
3. Value added tax is added to the price of the Work.
4. The Contractor reserves the right to change the price stated in the price offer, on the basis of which the Contract was concluded, if the price change occurs based on a change in the prices of the inputs necessary for the production of the Equipment and these changes cannot be influenced by the Contractor. An increase in the input prices of the components used in the implementation of the Equipment by more than 5% from the date of acceptance of the price offer to the moment of their actual ordering from the Contractor's subcontractor is considered to be changes that the Contractor cannot influence. In this case, the total price of the Device will be increased by the increase in the prices of the components. In the event of an increase in component prices, the Customer will always be immediately informed by the Contractor of the price of the inputs at the time of the acceptance of the price offer, as well as of the price of the inputs at the time of their actual ordering from the subcontractor.

Article IV. Customer cooperation

1. In addition to the obligations expressly agreed in the Contract, the Customer is obliged to provide the Contractor with all other cooperation necessary for the execution of the Work. If the Customer does not provide the necessary cooperation to the Contractor even within 15 days from the written request of the Contractor, the Contractor is entitled to withdraw from

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this contract. This does not affect the Customer's right to withdraw from the Contract in other cases established by law.

2. In the event of the Contractor's withdrawal from the Contract, the Customer is obliged to pay the Contractor a contractual penalty in the amount of 100% of the price of the Work (meaning the price without value added tax). With the Contractor's consent, it is also possible to agree otherwise, if the Contractor has not spent all the costs for the construction of the work that were considered in the contract, that is, especially in the case that the customer withdraws from the contract before the work has been completed. For the avoidance of doubt, the contractual parties state that each of them considers the contractual fine in the stated amount to be fair and in accordance with good morals and the principle of fair business dealings. For clarification, the contracting parties state that the Device is a unique device manufactured exactly according to the Customer's requirements and corresponding to his specific needs. Therefore, resale of the Device to a third party and no other use of it is possible. However, in the event of the Contractor's withdrawal from the Contract, the Customer may, after payment of the contractual penalty, demand the release of the manufactured part of the Equipment until the withdrawal; the costs associated with this are borne by the Customer.
3. The deadlines for the execution of the Work and other deadlines that the Contractor is obliged to observe in the execution of the Work do not expire during the period of delay of the Client in providing cooperation, which the Client is obliged to provide to the Contractor.

Article V. Liability for defects

1. The Contractor is responsible for defects that the Equipment has at the time of its execution of the Work and for defects that occur during the warranty period (if agreed). The warranty period for the device is 12 months, unless otherwise stated in the offer.
2. The Customer is obliged to notify the Contractor of defects in writing, while he is obliged to specify precisely the scope and nature of the defect. The customer's claims for defects expire if he does not report the defect in the prescribed manner within ten days from the day when he could have learned about it by exercising professional care. When reporting a defect in writing during the warranty period during working hours from 7:00 a.m. to 4:00 p.m., we guarantee that the claim will be processed within 24 hours of the next working day.
3. The Contractor shall determine the method and deadline for satisfying claims from defects, taking into account the nature of the defect in accordance with the principle of fair trade.

Article VI. Intellectual Property

1. All intellectual property rights to the Equipment, including its software equipment, plans, drawings, manufacturing procedures and other assets that are part of the Equipment and are capable of being the subject of intellectual property rights (collectively referred to as "Intellectual Property related to the Equipment"), belong to the Customer.

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2. The Customer is entitled to use the Intellectual Property related to the Equipment only to the extent necessary for the proper use of the Equipment. For the avoidance of doubt, the contracting parties expressly state that the Customer may not make replicas of the Equipment or any of its parts, may not make copies of its software equipment, plans and drawings, and may not make the Equipment, any part of it, its software equipment, plans and drawings available to a third party.

Article VII. Final provisions

1. The provisions of the Contract and these General Terms and Conditions take precedence over any provisions of similar general terms and conditions of the Customer. Agreements of the contracting parties contained in the price offer according to point 1.2 take precedence over these GTC.
2. A contractual party that causes damage to the other contractual party by breaching its obligations is obliged to compensate it in full, even if the fulfilment of the breached obligation is ensured by a contractual penalty.
3. Withdrawal from this contract does not apply to the provisions on contractual fines, protection of confidential information and Intellectual Property related to the Device, except in cases expressly provided for by law.
4. The contracting parties have agreed that the content of the Contract as well as all the information they provided to each other during its conclusion and performance are confidential information.
5. The legal relations of the contracting parties are governed by the legal order of the Slovak Republic, with the exception of its conflicting provisions.
6. The courts of the Slovak Republic have jurisdiction to resolve disputes between the contracting parties.

In Dolný Kubín, on November 1, 2022.

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