

General terms and conditions

The company **Aledo.sk s.r.o.**, with registered office: Za plavárňou 8907/15, 010 08 Žilina, Slovak Republic, ID number: 50 783 572, registered in the Commercial Register of the Žilina District Court, section: Sro , file number: 67376/L, authorized for the company act: Ing. Martin Ševčík, managing director of the company, for the purpose of more detailed regulation of mutual rights and obligations between the Supplier and persons interested in the Goods, possibly also in its Installation or have ordered the Goods, possibly also its Installation at the Supplier issues these terms and conditions.

Article I. Basic terms

1. " **Terms** "

This term refers to the following terms and conditions of the Supplier, which govern the rights and obligations of the Supplier and the Purchaser when concluding and performing the Contract, and the Terms and Conditions are published and available in electronic form on the website;

2. " **Supplier** "

For the purposes of these Terms and Conditions, the supplier is the company **Aledo.sk s.r.o.**, with registered office: Za plavárňou 8907/15, 010 08 Žilina, ID number: 50 783 572, registered in the Commercial Register of the Žilina District Court, section: Sro , file number: 67376/L ;

3. " **Purchaser** "

For the purposes of these Terms and Conditions, the Purchaser is a legal entity or a natural person - an entrepreneur within the meaning of Sec . § 2 par. 2 of the Commercial Code with a registered office/place of business in the territory of the Slovak Republic, a person - an entrepreneur according to the relevant regulations of international law valid and effective in the territory of the Slovak Republic, who does not have a registered office/place of business in the territory of the Slovak Republic and who is not a consumer within the meaning of the legal regulations in force and effective in the territory of the Slovak Republic and which is interested in the delivery of the Goods, possibly together with its Installation by the Supplier, and/or who ordered the Goods or its Installation from the Supplier in accordance with these Conditions;

4. "**Parties**" - for the purposes of these Terms, means the Purchaser and the Supplier;

5. "**The goods**"

For the purposes of these Terms and Conditions, the Goods are goods offered by the Supplier on the Website in the online catalog, as well as goods offered by the Supplier in individual pre-contractual communication with the Purchaser .

6. "**Installation**"

Installation means the fitting of the Goods ordered by the Purchaser and imported by the Supplier to the Place of Fulfillment according to the Price Offer;

7. "**Work**"

Partly means the implementation of the Installation in accordance with the Specification, which is part of the Price Offer for the Work Contract;

8. "**Specification**" means a document that defines in detail the technical solution of the Work and serves as an assignment for the execution of the Work. It determines the scope and method of making the Work based on the Price Offer.

9. " **Place of fulfillment** " for the purposes of these Conditions means the place specified by the Purchaser in the Order, where the import of the Goods, or the execution of the Work, is to take place;

10. " **Order** "

order is understood as the acceptance of the Price Offer together with these Conditions, which consists in the Purchaser's expression of will to accept the contents of the Price Offer and the Conditions notified via an e-mail message from the e-mail address notified by the Purchaser to the Supplier, or from the e-mail address to which the Price Offer was sent to the Purchaser. The Supplier is entitled in the Price Offer as a condition for concluding the Contract to request payment of the Price Advance from the Purchaser. In such a case, the Contract is only concluded when the Deposit is credited to the Supplier's account specified in the Price Offer.

11. "**Price offer**"

Price offer means a document in electronic form, the content of which is the price of the Goods and/or the price of the Goods and the execution of the Work, based on the requirements exchanged by the Purchaser in the framework of pre-contractual communication. A detailed Specification will be part of the Price Offer.

12. " **Takeover Protocol** "

The takeover protocol is a document issued by the Supplier to the Purchaser upon acceptance of the Goods/Work and which contains the identification data of the Supplier and the Purchaser, the designation of the Goods/Work received, notes that the parties are interested in recording, including any Defects, date of acceptance, signatures of the parties.

13. "**Website**"

Website means the webpage www.aledo.sk and www.aledo.tech.

14. "**Contract**"

By contract for the purposes of these Terms, is understood the contract concluded on the basis of the Acceptance of the Price Offer by the Purchaser, establishing an obligation relationship between the Supplier and the Purchaser.

15. " **On-line catalog** " for the purposes of these Terms and Conditions is a catalog operated by the Supplier in electronic form on the Site, in which the specification of the offered Goods is given.

16. " **Price** "

For the purposes of these Terms and Conditions, the price is understood as the price for the Goods/Work. The price is stated in the Price Offer and is shown in Euro currency, without VAT and without Transport costs, unless otherwise stated in the Price Offer.

17. " **Commercial Code** " - means Act no. 513/1991 Coll. Commercial Code as amended (in its valid version);

Article II.

Subject of the contract

1. The subject of the Contract is

- a) the Supplier's obligation to transfer ownership of the Goods, including all its components, to the Purchaser in accordance with the Contract and these Terms and Conditions, and the Purchaser's obligation to take ownership of the Goods, including all its components, take them over and pay the Supplier the Price (hereinafter referred to as the " **Purchase Contract** ") in accordance with the Contract and these Conditions, or if the subject of the Order is Installation so
- b) the Supplier's obligation to properly and on time, in accordance with the Specifications stated in the Price Offer and with generally binding legal regulations, produce the Work and the Purchaser 's obligation to pay the Supplier the Price for the production of the Work, to provide the Supplier with adequate cooperation and to take over from the Supplier and properly produced Work under the conditions agreed in the Terms and this Contract (hereinafter referred to as the "**Contract for Work** ").

Article II I.
Special conditions for the Purchase Contract

A. General provisions

1. The contract is concluded based on the acceptance of the Price Offer by the Purchaser .
2. The Supplier reserves the right to reject the Order, especially due to the lack of Goods, of which the Purchaser will be informed immediately.
3. The Supplier is obliged to deliver the Goods to the Purchaser under the conditions specified in these Terms and Conditions.

B. Supply of goods

1. The Supplier will deliver the Goods within the agreed delivery period. The Supplier is entitled to unilaterally extend the delivery period after placing the Order, which he will inform the Purchaser about in time.
2. The Supplier shall deliver the Goods to the Purchaser by handing over the Goods for transport to a person - the carrier , about whom the Purchaser is informed on the day of dispatch of the Goods.
3. The risk of damage to the Goods passes to the Purchaser by handing them over to the carrier at the place specified in the communication with the Supplier.
4. The Purchaser will take over the Goods on the basis of the Delivery Note. In the event that the Purchaser does not take over the Goods at the agreed time, the Supplier will store the Goods at the Purchaser's expense and at the same time determine an alternative delivery date, of which the Purchaser will be notified. If the Purchaser does not take over the Goods even on the alternative date, the Supplier will keep the Goods and is then entitled to sell them at the Purchaser's expense. In the case of the sale of the Goods, the Supplier will calculate the costs associated with the storage and sale of the Goods as well as the Costs associated with the delivery of the Goods from the proceeds of the sale. The rest of the proceeds will be returned to the Purchaser.
5. The Purchaser is obliged to take over the Goods even before the expiry of the period specified in paragraph 1 of this article, part B.
6. Ownership of the Goods passes to the Purchaser on the day of payment of the entire Price in accordance with the Contract and these Terms and Conditions. Until the transfer of ownership, the Purchaser is not entitled to dispose of the Goods in any way, especially to alienate them from a third party, or to encumber them with the rights of a third party, and at the same time, he is not entitled to use the Goods in any way.

C. Goods Quality and Warranty

1. The Supplier is responsible for ensuring that the Goods, including all its components, will be delivered to the Purchaser in the scope, quality and manner in accordance with the Contract, applicable generally binding legal regulations and technical standards or generally used rules and customs that apply to the Goods due to the nature of the Goods. otherwise to the extent and quality enabling proper use of the Goods by the Purchaser, with all professional care. At the same time, the Supplier undertakes that the Goods will not have defects.
2. The Supplier is responsible for all defects that the Goods had at the time of the transfer of risk to the Goods in accordance with these Terms and Conditions and defects that arise in the Goods after this

moment, with the exception of defects arising as a result of improper handling of the Goods after the transfer of risk to the Goods to the Purchaser in accordance with these Terms. (hereinafter referred to as the "**Warranty** ").

3. The supplier provides a Warranty for the Goods. The warranty period is 12 months and begins to run from the day the risk of the Goods passes to the Purchaser in accordance with these Terms and Conditions .
4. In the event of the occurrence of a defect covered by the Warranty, during the warranty period the Purchaser has the right to request the Supplier to remove the defect free of charge, in particular (a) by supplying the missing component, or (b) by repairing the Goods or a damaged part of the Goods, if the defect is repairable, in particular, but not only by bringing any non-functional or improperly functioning part of the Goods into a functional and properly functioning state, or (c) by providing an adequate discount from the Price, or (d) by providing another suitable solution for the purpose of removing the defect, or (e) by removing a legal defect in the Goods . The final choice between the above rights belongs exclusively to the Supplier.
5. The Purchaser shall notify the Supplier of a defect covered by the Warranty, based on a complaint delivered to the Supplier without undue delay after the Purchaser discovers the defect, no later than five (5) working days from the date of discovery of the defect by the Purchaser; the Purchaser can also deliver the complaint in the form of an e-mail message. In the complaint, the Purchaser shall state the nature of the defect and its manifestations in the functionality or normal operation and operation of the Goods. The supplier undertakes to confirm receipt of the notification of the defect covered by the Warranty without undue delay.
6. Supplier undertakes, at its own expense, to ensure the elimination of the detected deficiency of the Goods or any of its components, which prevent their proper use in a reasonable time, depending on the extent and severity of the defect, at the latest within 90 days from the date of delivery of the written request by the Purchaser to the Supplier, or delivery of Goods for complaint to the Supplier.
7. In the case of choosing to repair a defect in the Goods or its parts, the Supplier undertakes to repair the identified defect in the Goods. In the event that the Goods, even after repeated removal of defects (3 times in repair, modification), do not meet the requirements specified in par. 1. of this article, the Purchaser may claim a price discount commensurate with unremedied defects in the Goods, or withdraw from the Contract.

Article IV

Special conditions for the Contract for Work

A. General provisions

1. The Supplier is obliged to produce the Work with professional care, in the agreed quality and in the agreed time, in accordance with the relevant generally binding legal regulations, applicable individual administrative acts of public administration bodies, as well as the Price Offer, established conditions in the scope and form determined by the Specification.
2. The Purchaser is obliged to pay the Supplier the Price for the Work in the manner and in the amount in accordance with these Conditions.
3. The parties are obliged to provide mutual cooperation in the mutual fulfillment of obligations under the Contract.

B. Method of making the Work

1. The Supplier is entitled to entrust the execution of the Work or its part to a third party and also to use their services, work, material or other products during the production of the Work.
2. The Purchaser is entitled to request changes to the Work during its execution, only if these do not contradict the technical requirements of the Work set in the Specification. Making dispositional changes to the Work is not included in the price for the Work. The price for making dispositional changes to the Work requested by the Purchaser will be invoiced separately on the basis of a separate agreement between the Parties.
3. Exercising the rights of the Purchaser according to the provisions of this part of this article of the Terms and Conditions is possible to the extent that it does not affect the deadlines for the fulfillment of the Supplier's obligations to third parties.

C. Date of completion of the Work and method of its delivery

1. The Supplier undertakes to produce and hand over the Work within the terms agreed upon by the Parties. Completion of the Work means its complete implementation in accordance with the Specification. If necessary, the Supplier has the right to extend the deadline for the completion of the Work according to this provision of the Contract by another thirty (30) days, if it notifies the Purchaser without undue delay of the need to extend the deadline for the completion of the Work.
2. In the event that the Purchaser requests from the Supplier changes to the Work according to part B of this article, par. 2 of these Conditions or other changes to the Work on the basis of a special agreement concluded between the Parties, the Parties will agree on a different date for handing over the Work to the Supplier and the date specified in par. 1 of this part of this article of the Terms and Conditions shall not apply.
3. The prerequisite for handing over and taking over the Work is, in addition to its proper construction and inspection, compliance of the Work and its components with all technical and other conditions and standards according to applicable generally binding regulations and relevant individual administrative acts of public administration bodies. In the case of fulfillment of the prerequisites for handing over and taking over the Work according to the previous sentence, the Supplier will hand over the Work to the Purchaser based on the Takeover Protocol.
4. The Purchaser is entitled to use the Work after its takeover. The Supplier is obliged to hand over the Work to which it invites the Purchaser no later than ten (10) days before its fulfilment, while the Supplier is obliged to hand over the Work no later than the deadline specified in par. 1 of this part of this article of the Terms and Conditions and after payment of the entire price for the Work and all financial obligations incurred by the Purchaser from the Contract.
5. In the invitation to take over the Work according to par. 4 of this part of this article Conditions The Supplier shall notify the Purchaser of the date (place, date and time) of the takeover procedure. In the event that the Purchaser is unable to participate in the acceptance procedure within this period, he is obliged to notify the Supplier of this fact within two (2) days after the Supplier receives the invitation and according to para. 4 of this part of this article of the Terms and Conditions and subsequently a new, final deadline for the Takeover Procedure will be established by agreement of the Contracting Parties.
6. The Supplier undertakes to hand over and the Purchaser undertakes to take over the Work. When handing over and taking over the Work, the Takeover Protocol will be issued. Both parties are required to sign the Takeover Protocol. The Purchaser is obliged to take over the Work even with defects that do not prevent the proper use of the Work. In the event that the Purchaser does not participate in the takeover procedure according to this provision of the Contract or in the event that

the Purchaser refuses to take over the Work without serious reasons and/or if the Purchaser does not sign the Takeover Protocol without serious reasons or without giving a reason, the Work will be considered to have been properly handed over and taken over by the Purchaser without defects on the date set for takeover in the Supplier 's invitation and according to par. 4 of this part of this article of the Terms and Conditions. Upon acceptance of the Work, the risk of damage to the Work passes to the Purchaser .

D. Work Quality and Warranty

1. The Supplier is responsible for ensuring that the Work, including all its components and including the User Documentation, will be produced and delivered to the Purchaser in the scope, quality and manner in accordance with the Specification, the Price Offer, these Conditions, applicable generally binding legal regulations and technical standards or generally accepted rules and customs that, due to the nature of the Work, apply to the Work, otherwise to the extent and quality enabling proper use of the Work by the Purchaser, with all professional care. At the same time, the Supplier undertakes that the functionality of the Work and the possibilities of using the Work will correspond to the functional properties and specifications of the Work specified in the Specification and that the Work will not have Defects.
2. The supplier is responsible for the quality of the Work from the date of commencement of execution of the Work, is also responsible for Defects in the Work discovered during its handover and acceptance, is responsible for Defects in the Work that occur during the warranty period, as long as they have their origin in the materials used, in technologies, in work procedures and in the functionality of the Work. (hereinafter referred to as the " **Warranty** ").
3. The Supplier provides a Warranty for the Work, as well as for the reliable running and operation of the Work in accordance with the Work Specification. The warranty period starts from the date of delivery of the Work by the Supplier to the Purchaser based on the Takeover Protocol. The warranty period is 12 months from the date of delivery of the work by the Takeover Protocol.
4. In the event of a Defect in the Work covered by the Warranty during the warranty period, the Purchaser has the right to request the Supplier to remove the Defect free of charge, in particular by (a) delivering the missing component, or (b) repairing the Work or a damaged part of the Work, if the Defect of the Work is repairable, in particular, but not only by bringing a non-functional or improperly functioning part of the Work to a functional and properly functioning state, or (c) by providing an adequate discount from the Price of the Work, or (d) by providing another suitable solution for the purpose of removing the Defect of the Work, or (e) by removing the legal Defect of the Work.
5. The Purchaser shall notify the Supplier of a Defect in the Work covered by the Warranty, based on a complaint delivered to the Supplier without undue delay after the Purchaser has discovered the Defect in the Work, no later than five (5) working days from the date of discovery of the Work Defect by the Purchaser; the Purchaser can also deliver the complaint in the form of an e-mail message. In the complaint, the Purchaser shall state the nature of the Defect of the Work and its manifestations in the functionality or normal operation and operation of the Work. The supplier undertakes to confirm without undue delay the receipt of notification of a Defect in the Part covered by the Warranty.
6. Supplier undertakes, at its own expense, to ensure the removal of any identified deficiencies in the Work or any of its components that prevent their proper use in a reasonable time, depending on the extent and severity of the Defect in the Work, no later than 30 days from the date of delivery of the written request by the Purchaser to the Supplier .
7. In the case that the Supplier does not remove the Defect of the Work within the period according

to par. 5 of this part of this article of these Terms and Conditions, the Purchaser is entitled to (a) demand the removal of the Defect in the Work by the Supplier in an additional period agreed between the Parties, even repeatedly, or (b) remove the Defect in the Work himself or ensure its removal through a third party, at the expense of the Supplier and .

8. The warranty period does not last for the period during which the Purchaser cannot use the Work due to defects for which the Supplier is responsible , while the Warranty is extended for this period after the end of the Warranty period agreed in this Contract.

E. Ownership of the Work and Place of Performance

1. The Supplier is the owner of the completed Work until the moment when the Purchaser pays the entire Price for the Work and the Acceptance Protocol is signed by both Parties.
2. The Supplier will perform the Work at the Place of fulfilment. The Purchaser is responsible for having all the authorizations enabling the Supplier to perform the Work at the Place of fulfilment with respect to the Place of fulfilment.
3. The Purchaser is obliged to provide the Supplier with all cooperation in order to perform the Work at the Place of Performance and, at the request of the Supplier, to secure the Place of Performance in such a way that it meets all the conditions for the proper implementation of the Work.

Article V.

Price and payment terms

1. The price for the execution of the Work or the delivery of the Goods will be the subject of the Price Offer.
2. Purchaser shall pay the price to the Supplier on the basis of the invoice issued by the Supplier The Purchaser will deliver to you after signing the Takeover Protocol.
3. For the Price, the Supplier will charge value added tax at the rate according to the special legal regulation effective on the date of invoicing the Price.
4. Any monetary obligation of the Purchaser and under this Contract is deemed to be paid by crediting the relevant amount of money (including VAT) to the account of the Supplier and indicated in the invoice.

Article VI.

Duration of the Contract

1. The contract is valid and effective from the date of Acceptance of the Price Offer - execution of the Order.
2. The contract can be terminated by agreement of the Supplier and the Purchaser, or by withdrawal according to the provisions of these Terms and/or according to generally binding legal regulations valid and effective in the territory of the Slovak Republic.
3. The withdrawal is effective on the day of its written delivery to the other Party. Sending the withdrawal to the e-mail address of the Purchaser is also considered as written delivery.
4. The termination of the Contract does not terminate the obligation to indemnify the other contracting party for damage caused or incurred by it, nor does the legal validity of the provisions of these Terms and Conditions and those provisions which, by their nature, should remain preserved.

Article VII.

Final provisions

1. Communication between the Supplier and the Purchaser takes place in electronic form. Notices from the Purchaser and the Supplier are deemed to have been delivered at the moment of delivery of the e-mail to the other party. The Purchaser is entitled to communicate with the Supplier through the online form that is published on the Site.
2. The Purchaser is bound by his obligations arising on the basis of the Contract for the entire period of validity and effectiveness of the Contract.
3. The Supplier is not responsible for the impossibility of access to the Website, the online catalog.
4. The Supplier is not responsible for failure to fulfill its obligations under these Terms and Conditions, if it could not fulfill them due to objective circumstances of force majeure. Circumstances excluding liability for the purposes of these Terms and Conditions are considered to be circumstances that do not depend on the will of the Supplier and cannot be influenced by the Supplier.
5. The conditions are governed in their entirety by the legal order of the Slovak Republic. Relationships not governed by the Terms and Conditions are governed by the legal order of the Slovak Republic, in particular Act No. 513/1991 Coll. Commercial Code.
6. All disputes arising between the Parties arising from the Contract or in connection with it shall be resolved primarily by mutual agreement. If the Parties do not agree on an amicable settlement of the dispute, the aggrieved Party is entitled to exercise its right by filing a motion to initiate proceedings before the substantively and locally competent court of the Slovak Republic; if the locally competent court cannot be determined, before the locally competent court according to the Supplier's registered office.
7. These Terms and Conditions can be changed by Supplier due to a change in legislation, a change in the market situation, a change in business policy or based on his decision . The Supplier is obliged to notify the Purchaser of the change to the Terms, stating its validity and effectiveness, by publishing it on the Site 30 days in advance of the effective date of the change to the Terms. A change in the Terms and Conditions is not a fact that would require the conclusion of a written amendment to the Contract.
8. If any provision of the Terms is or becomes invalid, ineffective and/or unenforceable in the future, this does not affect the validity, effectiveness and/or enforceability of other provisions of the Terms and the Parties undertake to replace the invalid, ineffective and/or unenforceable provision with a new valid one without undue delay, which is an effective and enforceable provision that best corresponds to the economic purpose of the original provision. Until this time, the corresponding amendment of the Commercial Code and other relevant legal regulations of the Slovak Republic apply.
9. These Terms and Conditions become valid and effective on the date 01.01.2023.