

**General Business Terms and Delivery Conditions of company R-DAS, Ltd.****Article 1**  
**Preamble**

The General Business Terms and Delivery Conditions (hereinafter referred as „GTC“) issued by company **R-DAS, Ltd.**, seated at Rybárska 408/28, 962 31 Sliač, ID No.: 44984251, registered in Commercial registry held by District Court of Banská Bystrica, section: Sro, insert No.: 37125/S as Seller governs all legal relations between Seller and Buyer established upon sale/deliveries of Goods. GTC constitutes an inseparable part of the contractual relationship between the Seller and the Buyer established by the Supply Contract and/or Buyer's order, and are published and available in writing at the registered seat of the Seller and in electronic form on the following website [www.tonerprinter.com](http://www.tonerprinter.com).

GTC are based on the Slovak legislation, inclusive but not limited upon the Slovak Commercial Code and the Slovak Civil Code.

**Article 2**  
**Definition of terms**

**Goods** - Seller's products that the Seller offers for sale, whereas the certain type of Goods is always specified in the Supply Contract and/or Order.

**Seller/Supplier** - company R-DAS, Ltd., seated at Rybárska 408/28, 962 31 Sliač, ID No.: 44984251, registered in Commercial registry held by District Court of Banská Bystrica, section: Sro, insert No.: 37125/S

**Buyer/Customer** – natural or legal person that buys/orders the Goods from the Seller based upon the Supply Contract and/or Order.

**Order** - a written Buyer's order of the Goods that the Buyer sends to the Seller. As the written Order shall be considered the Order send to Seller via e-mail.

**Supply Contract** - the Contract/Agreement concluded between the Seller and the Buyer, whose object is the Seller's obligation to provide the Buyer with ordered Goods, and on the other side Buyer's obligation to pay the agreed purchase price for the delivered Goods. The Supply Contract is deemed to be concluded (inter alia) at the moment of Seller's acceptance of the Order. The Supply Contract shall be governed by these GTC and law regulations of the Slovak republic.

**Contracting Parties** - jointly the Seller and the Buyer.

**Slovak Commercial Code** - Act No. 513/1991 Coll. Commercial Code as amended.

**Slovak Civil Code** - Act No. 40/1964 Coll. Civil Code as amended.

**Pricelist** - the current Seller's pricelist of Goods.

**Article 3**  
**Ordering of Goods**

1. Unless otherwise agreed by the Contracting Parties, the Buyer obliges to order the Goods through an Order.
2. The Order must be issued in writing, in compliance with these GTC.



3. The Order becomes binding for the Seller, if the Seller confirms it in the written form (hereinafter referred to as "Acceptance") in 3 working days from the delivery. The Supply Contract is considered as concluded at the moment of the acceptance of the Order. The Acceptance becomes effective at the moment, when the Order signed by the Seller shall be delivered to the Buyer. If the Seller does not send to the Buyer confirmation about the Acceptance of the Order in 3 working days from the delivery, the Order is considered not to be confirmed.

#### **Article 4**

#### **Delivery and Reception of Goods**

1. The Seller is obliged to deliver the Goods to the Buyer in the required amount, quality, term, and parity to the places specified in the Order of the Buyer. The Goods shall be considered as duly delivered if delivered to the place filled in the Order. The Buyer obliges to provide the Seller with the necessary assistance needed for due delivery of the Goods. The Seller is not liable for the Goods defects that occur due to a Buyer's failure to provide the Seller with required assistance or due to indicating incorrect or incomplete data, which were stated by the Buyer in the Order.
2. The Buyer is obliged to take over the duly delivered Goods without any undue delay. As the document, which prove delivery of Goods will be considered the delivery note sealed and signed by Buyer's representative. Each person present at the place of Goods destination, will be considered as the person, who is entitled to receive and confirm the Goods delivery in the above-mentioned way. With respect to mentioned, the Seller is not obliged to verify the authorization of the persons present at the place of Goods destination. The Seller is not liable to the Buyer for any Goods defects that occur due to non-reception or late reception of the delivered Goods.
3. The title to the delivered Goods pass on the Buyer upon the date of the invoice issue. The lien to the merchandise remains with the Seller until such time as full settlement is received. The risk of damage to the Goods pass on the Buyer upon the delivery of the Goods by the Seller.
4. If the Buyer does not take over the ordered Goods within the delivery term specified in the Order/Supply Contract, the Buyer will be obligated to pay a compensation of damages that occurred due to the breach of this obligation, mainly delivery fees.
5. The Buyer is obliged to withdraw from the Supply contract in the event that despite all of the Seller's efforts that may be required, the Seller is unable to deliver the ordered Goods.

#### **Article 5**

#### **Price**

1. The Buyer is obliged to pay the price for the delivered Goods determined according to the Seller's actual Pricelist, if parties agree otherwise in Supply contract and/or in Acceptance of the Order.
2. The Seller reserves the right to amend the all prices in Pricelist at any time, even without the previous consent of the Buyer. The validity and effectivity of the new Pricelist commences at the day of its delivery to the Buyer.
3. In event of any discrepancies between the price listed in the Pricelist and the price filled in the Acceptance of the order, as the only one valid price shall be considered the price filled in the Acceptance.

#### **Article 6**



### Payment conditions

1. The Seller is entitled to ask for payment of the agreed price as soon as the Goods shall be delivered to the Buyer in accordance with the agreed conditions.
2. The Buyer is obliged to pay the agreed price for the Goods according to the invoice issued by the Seller within the maturity period specified in the invoice.
3. The obligation to pay the invoice is considered to be fulfilled in the moment of crediting of the invoiced sum to the Seller's account. **If the Buyer is in default with its payment duties, the Seller is entitled to invoice an interest on late payment in the amount of 0.05% from the outstanding sum per each day of the default until its payment.**
4. During the period, when the Buyer's will be in default with fulfilment of its payment duties, the Seller reserves the right to suspend all the deliveries of the ordered Goods, even in case that the Goods delivery is performed upon a different contractual relation. Simultaneously, the Seller is entitled to suspend the delivery of Goods, if with regard to Buyer's behaviour or information about Buyer has come to the conclusion that fulfilment of the Buyer's obligations resulting from the Supply Contract could be endangered. The suspension of deliveries due to the above-mentioned reasons cannot be in any case regarded as the Seller's default with fulfilment of their obligations pursuant to the Supply Contract.
5. The Buyer is entitled to set off its claims/receivables toward the Seller's claims/receivables only upon a mutual agreement.
6. The Buyer, without the Seller's previous consent given in written form, cannot perform any transfer/assignment of rights (including receivables) to any third person that occur to the Buyer against the Seller according to the Order and/or Supply Contract or in connection therewith.

### Article 7

#### Complaints about the Defects of Delivered Goods

1. The Seller is liable for the quality of the delivered Goods throughout the warranty period provided that the Buyer complies with all the conditions necessary for proper warehousing and handling of the Goods. Any defects of the Goods that arose as a result of improper storage or that were caused by improper handling or were proving to be caused by the Buyer shall be disregarded.
2. The Buyer is obliged to check the Goods as soon as possible upon the Goods delivery and immediately notify the authorized representative of the Seller of the defects of the Goods. The defects of the delivered Goods consisting in the volume difference of the delivered Goods (i.e. in the difference between the amount of Goods specified in the delivery note and the amount of Goods detected upon their inspection) or visible damage of Goods (hereinafter referred to as "Obvious defects") may be claimed only upon reception of the Goods the latest 24 hours after reception of Goods. Later claims (claimed more than 24 hours after reception) shall be disregarded.
3. The defects of Goods that could not be detected even upon application of professional care at the inspection of the delivered Goods (hereinafter referred to as "Hidden defects") must be reported by the Buyer to the Seller in writing without any undue delay after the Buyer has found out about them.
4. The notification of defaults sent by the Buyer (hereinafter referred to as "Complaint") must contain the following:



- a. identification of the delivery note (number that the supplied Goods refer to),
  - b. specification of the supplied Goods,
  - c. exact description of the complained defect,
5. The other procedure dealing with Goods defects shall be governed according to the Slovak Commercial Code as well as in accordance with Seller's internal regulations.

**Article 8**  
**Personal Data Protection**

1. By sending the Order, the Buyer expresses, pursuant to Art. 11 of Act no.122/2013 Coll. on the protection of personal data, consent to the provision, use, processing and collection of his or her personal data in all the Seller's information systems for the purpose of sending the ordered goods to the Buyer's address.
2. The Seller undertakes not to provide the Buyer's data to third parties, except for the person transporting the goods and measuring the quality of services, and is obliged to proceed in accordance with Act no. 122/2013 Coll. on the Protection of Personal Data as amended.
3. The Buyer may withdraw consent to the processing of personal data at any time in writing. Consent expires on the date of delivery of the revocation of consent to Buyer to the Seller.

**Article 9**  
**Final provisions**

1. Legal relations which are not regulated by the GTC shall be governed by the Slovak legal order, mainly by the provisions of the Slovak Commercial Code.
2. The Buyer takes into consideration that in case disputes dealing with the Order and/or Supply Contract, the courts of the Slovak Republic shall be competent with respect to the location and matter in question.
3. The Seller reserves the right, by virtue of unilateral act, to amend the present GTC, or complete replace them. The Seller shall publish the proposed amendment of GTC on its website at latest on the effective date. The Seller is obligated to notify the Buyer about the change of the GTC in the Acceptance of the Order. If the Buyer does not agree with the purposed amendment, the Buyer could express (in written form) its disagreement with it at latest within the period of 3 days from the notice. In such case, unless otherwise agreed, the Buyer as well as the Seller are entitled to terminate their mutual relations and settle their mutual claims. If the Buyer, within the above-mentioned period, does not express its disapproval with the GTC amendment, it is presumed, that the Buyer agrees with the purposed amendment, and the mutual relations between the Seller and the Buyer shall be governed by the amended GTC.
4. The Seller and Buyer may divert from the provisions of these GTC on the basis of a written agreement in the form of a written purchase contract prepared for that purpose.
5. These GTC were executed in Slovak and English version. If any discrepancies arose, between two version, the Slovak version shall prevail.

In Sliach on 31<sup>st</sup> of January, 2020

  
\_\_\_\_\_  
**R-DAS, Ltd.**  
Ing. Lucia Majerová, PhD.  
General Manager