

General Terms and Conditions
ELCOM, spoločnosť s ručením obmedzeným (Limited Liability Company),
Prešov

Effective from May 15th, 2015

1. Introductory Provisions and Subject Matter

- 1.1. ELCOM, spoločnosť s ručením obmedzeným (Limited Liability Company), Prešov, with its registered office in Jesenná No. 2695/26, 080 01 Prešov, Business ID No: 00 695 599, entered in the Commercial Register of the District Court of Prešov, section sro, file no. 29/P (in the following as "**Elcom**") is a supplier with rich experience in the development and production of electronic cash registers, PC POS systems, cash register accessories, as well as hardware and software research and development on the Slovak and foreign markets. Elcom supplies electronic cash registers in the Slovak Republic in accordance with Act No. 289/2008 Coll. on the use of the electronic cash register as amended.
- 1.2. In accordance with § 273 of Act No. 513/1991 Coll. (Commercial Code) as amended, as well as in accordance with other provisions of applicable law, particularly in accordance with Act No. 289/2008 Coll. on the use of the electronic cash register as amended (in the following as the "Act"), Elcom issues these General Terms and Conditions (in the following as the "GTS").
- 1.3. The subject-matter of the GTC is a more detailed regulation of individual rights and obligations of Elcom as a manufacturer and a buyer as its business partner. The subject-matter of the GTC is also the regulation of basic relations between Elcom and entrepreneurs, which arise during the purchase of products and services within the scope of their business activities.

2. Definition of Terms

- 2.1. For the purposes of the GTS, the terms used in this article bear the following meanings:
- 2.2. **Product** means any sales item included on the valid Elcom pricelist.
- 2.3. **Dealer** means a legal entity or natural person who sells Elcom's products to Entrepreneurs (in the following as the "Dealer").
- 2.4. **Distributor** means a legal entity or a natural person who has its own dealer distribution network (in the following as the "Distributor").
- 2.5. **Entrepreneur** means a legal or natural person who uses an electronic cash register in accordance with the Act and other products supplied by Elcom (in the following as the "Entrepreneur").
- 2.6. **Partner** means a Dealer, Distributor, or Entrepreneur.

- 2.7. **Product Pricelist** means a list of prices of Elcom's products for the Entrepreneur with an indication of the warranty period provided by Elcom. The pricelist is available at www.elcom.eu.
- 2.8. **Service Pricelist** means a list of prices for services connected with Elcom's Products for the Partner. The pricelist is available at www.elcom.eu.
- 2.9. **Dealer Pricelist** means a list of Elcom's Products for Dealers with an indication of the warranty period provided by Elcom. The pricelist is accessible after logging into the partner zone at www.elcom.eu.
- 2.10. **Transport Pricelist** means a list of prices for transport services provided through Elcom's contracting carrier. The pricelist, together with the transport conditions of the contracting carrier, is available at www.elcom.eu.

3. Registering the Dealer with the Dealer Network

- 3.1. If Elcom and the Dealer agree on Products distribution according to the GTC, Elcom will create an account for the Dealer, assigning them with a registration number, generating a login name and password for logging into the partner zone, making the Dealer Pricelist available, allowing it free access to marketing and promotional material to an appropriate extent and allowing it to participate in workshop meetings organised by Elcom.

4. Product Quality

- 4.1. Unless otherwise stipulated for certain Products, Elcom undertakes to comply with all Product quality parameters stipulated by generally binding legal regulations or other standardisation authorities authorised that so stipulate. Elcom may set specific quality parameters for individual Products in the GTC, valid pricelists, or other documents that characterise the Products or individual components thereof. Unless changed by Elcom, they have the character of binding information, unless stated otherwise.

5. Product Price and Payment Terms

- 5.1. Product prices are included in the valid pricelists, also including information on the warranty provided by Elcom for specific Products.
- 5.2. Valid pricelists are published at www.elcom.eu and are publicly accessible or accessible after logging into the partner zone - depending on the nature of the pricelist.
- 5.3. Elcom is entitled to unilaterally change the valid pricelists after prior written notification to the Partner, at least one day before the entry into force of the new pricelists. For the purposes of this

provision, written notification refers to notification via post, courier, fax, or electronic mail (e-mail).

- 5.4. The Dealer is obliged to make timely payment for the ordered and delivered Products in accordance with the information stated on the invoice, delivered to the last known address for sending invoices and documents, notified by the Dealer to Elcom. A duly payment shall be considered a payment containing all the main identification data correctly indicated on the invoice, particularly the payment reference number, the amount, and the account number. It is not possible to assign the payment without specifying the correct payment reference number, and it is not considered to be duly paid. If the Dealer fails to pay its obligations to Elcom by the due date, Elcom has the right to suspend and refuse to fulfil another order made by the Dealer and, pursuant to the Dealer Agreement, charge the Dealer a contractual penalty.
- 5.5. The Dealer's obligation to pay the invoice for the delivered Product is satisfied by crediting the invoiced amount to Elcom's account on the due payment date (or at any time between the invoice and the due date). The Dealer is obliged to meet the obligation to pay the invoice for the delivered Product so that the entire amount is credited to Elcom's account within the due date.
- 5.6. Elcom shall deliver the Product to the Dealer, provided that the total amount of unpaid invoices from the Dealer does not exceed € 3,000 (in the following as the "**Credit Limit**"). Depending on mutual cooperation, Elcom may also provide the Dealer with a Credit Limit other than € 3,000. If the Dealer fails to pay its obligations to Elcom exceeding the Credit Limit, Elcom has the right to suspend and refuse to fulfil another order from the Dealer.
- 5.7. If Elcom registers invoices after the due date, it may also pursue its claims in court. Simultaneously, Elcom shall notify the Distributors of its actions.
- 5.8. Elcom reserves the right to offset any advance payments, pre-payments, Dealer overpayments, or any other payments thereof, without further legal action against all outstanding receivables of Elcom, including those that are not yet due or that are already time-barred, at the time the receivables are mutually offset. The Dealer does not have the right to offset any of its receivables against Elcom unilaterally.
- 5.9. In the case of judicial recovery of the amount owed against the Dealer or any other monetary obligation, Elcom is entitled to payment of court fees or fees for execution procedure and legal representation.

6. Method and Time of Product Delivery

- 6.1. By accepting a written and telephone order from the Dealer and confirmation thereof, Elcom is obliged to deliver the ordered Product, and the Dealer is obliged to take the Product and pay the purchase price thereof.
- 6.2. The Product shall be deemed delivered by being handed over to the first carrier for transport for the Dealer. Unless the company is limited by current stocks, it shall hand over the Product for

transport to the carrier within one day of the order's receipt, with the exception of Article 7.3. hereinafter.

- 6.3. In the case that Elcom does not have the ordered Product in stock or other objective reasons prevent it from dispatching, Elcom shall inform the Dealer via e-mail about the impossibility of fulfilling the order and shall offer the Dealer an alternative.
- 6.4. Elcom realises the transport through its contracting carrier with delivery within 24 hours within working days of handing over the Product for transport to the carrier.
- 6.5. Elcom charges the Dealer for the delivering the Product according to the valid shipping pricelist, unless otherwise agreed.
- 6.6. If the Dealer requests the order delivery through a different carrier than the one contracted by Elcom, Elcom shall allow it provided that the Dealer arranges the carrier and bears in full all costs associated with the transport.
- 6.7. Elcom shall allow the Dealer to cancel or change its accepted order free of charge provided that Elcom has not yet invoiced the order.
- 6.8. If the order has already been invoiced, Elcom may agree that the Dealer may return the ordered Product under the following conditions:
 - no more than 7 days have elapsed since the invoice issue date
 - the product is intact, in the original, undamaged packaging, and with complete accessories that form part of its packaging (for example, manual, certificate, CD, etc.)
 - the costs for returning the Product shall be borne in full by the Dealer. Elcom expresses its written consent to return the ordered Product via post or electronic mail (e-mail). The Dealer is obliged to order another Product in the value of the returned Product no later than on the credit note's issuance date for the returned Product.

7. Rights and Obligations of Elcom

- 7.1. Elcom assumes rights and obligations in business relations arising from generally binding legal regulations. In addition to these rights, Elcom reserves the right to:
 - 7.1.1. Be paid the price for the Product or services as well as to be paid other fees according to the valid pricelists
 - 7.1.2. terminate, limit, or suspend business cooperation due to:
 - outstanding due obligation for the provided or requested services no later than one day after the due date of the obligation for the provided or requested services

- breach of generally binding legal regulations or the GTC by the Partner.

7.1.3. verify the Customer's identification data and other documents that the Customer submitted in order to prove the accuracy thereof and other documents to Elcom and which are necessary for the sale of the Product to the Customer.

8. Partner's Rights and obligations

8.1. The Partner assumes rights and obligations in business relations arising from generally binding legal regulations. In addition to these rights, the Partner has the right to:

8.1.1. Dealer or Distributor has the right to delivered Products under agreed conditions, for the price according to the Dealer Pricelist, or the distributor price, unless otherwise agreed between Elcom and the Dealer/Distributor, or unless otherwise stated in generally binding legal regulations

8.1.2. A Partner has the right for complaints about the duly paid price and Product quality, as well as complaints regarding services provided in connection with the Product

8.1.3. A Partner has the right to participate in marketing and other business activities organised by Elcom, which serve to support the sale of Products distributed by Elcom.

8.2. In addition to the obligations arising from Article 7.1. hereinbefore, the Partner is obliged to:

8.2.1. not to misuse the Product, whereby Product misuse is considered, inter alia, use in an unlawful manner thereof, particularly in breach of the Act or other generally binding legal regulations

8.2.2. use the Product exclusively for business purposes and not use the Product for personal use or for the needs of members of the household

8.2.3. to fulfil obligations arising from all contractual relations between the Partner and Elcom in a proper and timely manner

8.2.4. report any defects, malfunctions, or other Product deficiencies to Elcom without undue delay, and provide them with the necessary cooperation in order to remove the defects, malfunctions, or other deficiencies in the services provided.

9. Privacy Policy and Personal Data Protection

The online shop operator eshop.elcom.eu (in the following as the "Shop") is ELCOM, spoločnosť s ručením obmedzeným (Limited Liability Company), Prešov, Jesenná 2695/26, Business ID No: 00695599,

VAT reg. No.: SK2020517895. We at ELCOM protect your privacy. In order to provide you with all services, we need to know basic information about you. Some of them have the nature of personal data in the sense of Act No. 122/2013 Coll., on Personal Data Protection (in the following as the "Act"). We abide by the Act when handling your data. The legal basis for personal data processing is a binding order placed through eshop.elcom.eu.

Personal data from e-shop users is processed through an intermediary - bart.sk s.r.o., Pollova 1206/54, Košice 040 18, Business ID No: 36 593 966.

You must register before shopping at the store. Upon registration and shopping, it is necessary to provide the following information:

- name and surname, exact address including country (or address to be stated on the invoice)
- your e-mail address (used for your identification in the system and for communication with you)
- optional additional addresses (if you wish to deliver the shipment to an address other than the invoice address)
- optional telephone number (to contact you faster)
- if you are shopping as a company/self-employed person, you shall furthermore provide the business name, ID number, and VAT reg. No. (for issuing an invoice and correct recognition).

This data is stored in a protected database on our server so that you do not have to enter it every time you visit our website.

We process your data for the purposes of processing and delivering your order. This information is also required for our accounting and invoicing system. You can change your data and other settings at any time or update via e-mail or after logging into the "My Profile" section. If you wish to cancel your registration, contact us via e-mail. Your account will be deactivated.

During your visit, temporary information is stored on our server, which is necessary for the Shop's proper functioning (e.g., what you put in the shopping basket, when you came to the site, from where you came to the site).

At any time after logging in to eshop.elcom.eu, you can check your personal data and, if necessary, change it in the "My Profile" section.

We do not disclose, make available, or provide your personal data to any other entities, with the exception of organisations with which cooperation is necessary for the proper processing of your order. These are mainly delivery services (delivery address). However, this information is always provided on a one-time basis to process your specific order. We protect the personal data database against damage,

destruction, loss, and misuse. When choosing an intermediary, we pay attention to its professional, technical, organisational, and personnel competence and ability to guarantee the security of processed personal data. Only authorised personnel who have been duly instructed have access to the personal data of natural persons.

By registering, you give us your consent to personal data processing specified in the order in order to process the order and deliver the Product, for the time necessary to perform the contract. In accordance with § 28 of the Act, you have the right to request information with regard to personal data processing, and a list of personal data that is subject to processing, the right to correct incorrect, incomplete, or outdated personal data, the right to dispose of personal data if the purpose of their processing has ended, the right to object to the use of your personal data for marketing purposes by submitting a free-of-charge, written request.

We may process your personal data after the initial processing purpose has expired only to the extent necessary for statistical, accounting, and research purposes and to provide third parties or the public with summary statistical information on customers, traffic, turnover, and other data, but in such anonymous form that it will not be possible to identify our customers in any way.

10. Final Provisions

10.1. If any provision of the GTC becomes invalid or unenforceable, the GTC's remaining provisions shall remain in full force and effect. In such a case, Elcom is entitled to replace the invalid or unenforceable provision with a new one.

10.2. Elcom is entitled to amend or supplement the present Conditions, as well as replace them with new GTC, in particular as a result of amendments to the Act or other generally binding legal regulations, which took place after the GTC entered into force.

10.3. Elcom is obliged to publish the change to the GTC in an appropriate manner at least one day in advance, before the day when the new GTC comes into force. Appropriate way of publishing changes to the GTC refers to publishing them on the Elcom website www.elcom.eu.