

Article I

Introductory provision

- 1.1. ARAD AG, s. r. o., registered office: Alžbetina 41, 040 01 Košice, Company Identification Number: 46 397 302, registered in the Commercial Register of the Municipal Court Košice I, Section SRO, Insert No. 28685/V, issues these General Terms and Conditions, which shall govern the contractual relationships between the company and natural persons or legal entities expressing interest in goods or services offered within the business activities of ARAD AG, s. r. o.
- 1.2. These General Terms and Conditions apply to the sale of goods and the provision of services, where ARAD AG, s. r. o. acts as the "Supplier" and the customer acts as the "Customer".
- 1.3. The General Terms and Conditions apply in full unless the supplier and the customer agree otherwise in a separate written contract.
- 1.4. Statutory provisions that cannot be deviated from by agreement of the contracting parties shall take precedence over these general terms and conditions. In the event of a conflict between these general terms and conditions and legal provisions that can be deviated from by agreement of the contracting parties, these general terms and conditions shall take precedence.
- 1.5. Each customer is obliged to familiarize themselves with the supplier's general terms and conditions before placing an order. By placing an order with the supplier, the customer confirms his agreement with these general terms and conditions.

Article II

Offer, order and conclusion of contract

- 2.1. Based on the customer's request, the supplier will prepare a written offer stating the conditions for its implementation (solution, price, delivery date, payment terms), while this offer is not binding, but serves only to inform the customer about the proposed solution to the request.
- 2.2. The validity of the offer submitted by the supplier is usually 30 days from its preparation, unless the supplier and the customer agree otherwise. In the case of offers with long-term performance, the supplier reserves the right to make changes, which, however, are subject to acceptance by the customer. Otherwise, the offer loses its validity.
- 2.3. The supplier's employees are not authorized to negotiate side agreements orally or provide oral confirmations beyond the scope of these general terms and conditions or other applicable written contracts.
- 2.4. The customer submits a written order to the supplier based on the offer /in person or electronically/.
- 2.5. A purchase contract, work contract or other legal relationship (hereinafter referred to as the "contract") between the supplier and the customer arises when the supplier accepts the order placed by the customer in any way. The supplier reserves the right to refuse to accept the order, which it is obliged to notify the customer without delay.

Article III

Prices and payment terms

- 3.1. The supplier provides a price quote based on the customer's request, as the subject of the business relationship is individual specific solutions based on the identified requirement.
- 3.2. The Supplier is obliged to issue an invoice to the Customer in accordance with the terms and conditions confirmed in the order, for the purpose of payment by the Customer. The Customer is responsible for the accuracy of the personal/invoicing data provided in the order.
- 3.3. The customer is obliged to pay the supplier the agreed price based on the invoice, which is issued according to the terms agreed in the purchase contract /specified in the invoice/ on the specified due date.
- 3.4. The due date is the date on which the amount due is credited to the supplier's account.
- 3.5. In the event of failure to meet the due date, the customer is obliged to pay the supplier interest on late payment in accordance with applicable legislation and a contractual penalty of 0.05% of the amount owed for each day of delay, calculated in a penalty invoice issued by the supplier.

Article IV

Delivery terms

- 4.1. The supplier is obliged to deliver the goods/services to the customer within the time limit, quantity and quality specified in the supplier's offer, which the customer accepted in his order. In the event of unforeseen obstacles to delivery, the supplier is obliged to inform the customer of the change and agree on further action.
- 4.2. Delivery of goods will always be agreed individually in the price offer, including the place of delivery, INCOTERM conditions and logistical details. Unless otherwise stated, delivery is subject to INCOTERM EXW ARAD – Košice, Slovak Republic (from our own warehouse).
- 4.3. The risk of damage to the goods passes to the customer:
 - for EXW delivery – now of receipt of the goods by the customer or his authorized carrier at the supplier's warehouse
 - in the case of another agreed method of delivery - in accordance with the INCOTERMS terms specified in the price quote or contract.

Article V

Warranty and liability for defects

- 5.1. The Supplier provides a warranty for its goods and services for the duration and under the conditions specified in the warranty certificate issued to the Customer, otherwise for the duration and under the conditions specified in the Commercial Code.
- 5.2. The customer is obliged to handle the delivered goods in accordance with the purpose of their use and according to the instructions for their use provided, while when assembling the goods, he is obliged to proceed strictly in accordance with the instructions and assembly requirements. In the event of a breach of any of the above obligations, the supplier is not liable for any defects in the goods that arise in this way, even if their occurrence occurs during the warranty period.
- 5.3. For certain types of goods, the supplier may require that the assembly of the goods and their subsequent servicing may be carried out exclusively by an authorized service center of the supplier with properly trained personnel and recommended service equipment, while following the procedures set by the manufacturer of the goods. Otherwise, the supplier is not liable for defects in the goods, even if their occurrence becomes apparent during the warranty period.
- 5.4. In the event of any unauthorized intervention in the goods or their modification, which were carried out without the prior written consent of the supplier, the supplier shall bear no liability for the properties of such goods.
- 5.5. Normal wear and tear or natural loss of original properties are not considered defects of the goods. The supplier is not liable for defects caused by improper use, unprofessional assembly and service interventions, damage to trademarks, neglect of maintenance, natural forces, or intentional damage.
- 5.6. When carrying out repairs or servicing, the Supplier is not liable for defects caused by the original properties and quality of the item being repaired.

Article VI

Complaints conditions

- 6.1. The customer is obliged to verify the correctness of the delivered goods without undue delay after receipt.
- 6.2. For any defects in the goods, the customer is obliged to file a complaint without undue delay, in writing, with the supplier, but no later than the expiration of the warranty period.
- 6.3. The customer is obliged to complain about obvious defects in delivery, such as incorrect goods, visible damage, insufficient quantity, etc., no later than the next working day after receipt of the goods, otherwise his right to these defects in the goods lapses.
- 6.4. The supplier is obliged to handle the complaint within 30 days from the date of its receipt, while following the valid complaint procedure issued by it.
- 6.5. The customer was duly informed about the conditions set out in the supplier's complaints procedure and agreed to them by concluding the purchase contract.

Article VII

Withdrawal from the contract

- 7.1. The supplier has the right to withdraw from the implementation of the contract if the customer has not complied with the payment terms from previous contracts.
- 7.2. The customer has the right to withdraw from the contract in the event of a breach of the agreed terms and conditions by the supplier.

- 7.3. If the customer decides to withdraw from an already concluded contract without reason, the supplier is entitled to claim compensation for damages incurred as a result of this action, especially in the case of goods that are specific and intended exclusively for the customer's requirements.

Article VIII

General provisions

- 8.1. The technical documentation, diagrams and drawings provided relating to the technical solution of the goods belong to the supplier, and the supplier may not use them for purposes other than the assembly and maintenance of the goods. It is not permitted to reproduce and distribute these documents, or otherwise make them available to a third party, without the consent of the supplier.
- 8.2. If the supplier provides the customer with samples of goods, these remain the property of the supplier and the customer is not entitled to make them available to a third party.
- 8.3. By concluding a purchase contract, the customer agrees that the supplier uses his personal data to the extent necessary to fulfill the obligations arising from the mutual business relationship between the supplier and the customer. The supplier undertakes to ensure sufficient protection of the customer's personal data against any misuse.

Article IX

Protection of confidential information

- 9.1. For the purposes of these General Terms and Conditions, the term "Confidential Information" refers to any and all facts of a commercial, economic, legal, logistical, organizational-technical, personnel or other relevant nature related to the supplier's company, which have actual or at least potential material or intangible value, which are not made available to the customer in the relevant business circles directly or indirectly by the supplier, regardless of their form (in particular a file, letter, agreement, report, record, data, sketch, drawing, program list, or any other tangible or intangible material), with which the customer comes or may come into contact or whose existence he learns of, regardless of whether this information is marked as "Confidential" or not, in connection with the negotiation and/or implementation of contractual relations with the supplier.
- 9.2. "Confidential Information" also includes any file, letter, agreement, report, record, data, sketch, drawing, laboratory record, program list, model, prototype or other written or electronic or photographic or other tangible or intangible material or any medium containing Confidential Information.
- 9.3. "Confidential Information" is not considered to be information in relation to which the Customer demonstrates that at least one of the following conditions is met:
- this is information that the customer legitimately treats as his own before it is taken over or made available by the supplier,
 - it concerns information that was publicly available at the time of its receipt by the customer or the information became publicly available subsequently to its receipt by the customer without the fault of the customer or without the customer breaching any obligation arising from the contract,
 - at the time of providing the Confidential Information, it was known to the Customer,
 - are duly disclosed pursuant to a legal obligation, an order of a court of competent jurisdiction or another competent authority, provided that in this case, the customer, if such an obligation to disclose the information in question is imposed, shall be obliged to inform the supplier of such disclosure of information without undue delay.
- 9.4. In case of doubt as to whether a particular case concerns Confidential Information, the Customer is entitled to request the Supplier's prior written consent for its use, as to whether the particular case concerns Confidential Information. The Supplier is obliged to provide the Customer with immediate written cooperation.
- 9.5. The Customer acknowledges the value of Confidential Information to the Supplier, as well as the corresponding risk of material and/or non-material damage to the Supplier resulting from the Confidential Information being disclosed or made available to another person in violation of these General Terms and Conditions.
- 9.6. The Customer is entitled to use Confidential Information only for the purpose of performing its contractual obligations arising from the contract.
- 9.7. The Customer is obliged to protect and keep Confidential Information confidential and prevent its disclosure or publication to third parties. In particular, the Customer may not:
- without the prior written consent of the Supplier, directly or indirectly disclose or provide Confidential Information in violation of these General Terms and Conditions to any third party,

- use or allow the use of Confidential Information for any purpose other than to perform its contractual obligations under the contract,
 - use Confidential Information in any way for your own benefit or for the benefit of third parties contrary to the interests of the Supplier,
 - copy, reproduce, modify or in any other way process Confidential Information for any purpose other than in direct causal connection with the performance of its contractual obligations arising from the contract.
- 9.8. The Customer is further obliged to protect and manage Confidential Information with due care and in accordance with the confidentiality obligations set out in these General Terms and Conditions.
- 9.9. Confidential Information and copies thereof shall remain the property of the Supplier. All Confidential Information provided to the Customer or copies thereof shall be returned to the Supplier or destroyed without undue delay upon the Supplier's request or written request to the Customer to return or destroy them, at any time during the term of the Supplier's contractual or other relationship with the Customer or upon termination of such relationship. This obligation of the Customer shall not apply to Confidential Information that is required to be retained by law. In such a case, the Customer further undertakes not to make any effort to restore or recover the Confidential Information without the Supplier's prior written consent.
- 9.10. The Customer is obliged to protect Confidential Information and fulfill the obligations of Article IX of these General Terms and Conditions during the duration of the contractual relationship between the Supplier and the Customer and subsequently for a further period of three (3) years after the termination of the contract.
- 9.11. The Customer undertakes to ensure compliance with the Customer's obligations under Article IX of these General Terms and Conditions, including by persons who have the status of a related party in relation to the Customer, whereby by concluding the contract, the Customer acknowledges and agrees that any breach, non-fulfillment, omission or circumvention of any of the obligations specified in Article IX of these General Terms and Conditions shall also be considered a breach of obligations under Article IX of these General Terms and Conditions by the Customer, if such breach, non-fulfillment, omission or circumvention occurs on the part of any related party of the Customer.
- 9.12. The Supplier and the Customer may agree on the protection of confidential information on the basis of a separate written agreement.

Article X **Final provisions**

- 10.1. The Supplier reserves the right to change these general terms and conditions, always exclusively in writing. At the same time, it will ensure their publication and availability to every customer.
- 10.2. If any part of these general terms and conditions becomes invalid, this shall not affect the validity of the remaining parts.
- 10.3. Binding relations between the supplier and the customer in the performance of contractual obligations are governed by the law and order of the Slovak Republic. Any disputes will be resolved out of court; if there is no mutual agreement, the disputes will be heard and decided by the competent Slovak court in the location of the supplier.

These general terms and conditions issued by ARAD AG, s.r.o. enter into force on 01.11.2025

In Košice, on 01.11.2025