

GENERAL TERMS AND CONDITIONS FOR SALE
KIWA sk, s.r.o.

This document governs the General Terms and Conditions (hereinafter referred to as GTC) of the sale of products of overvoltage protection of the company KIWA sk, s.r.o. with its registered office at Krivánska 5, 949 01 Nitra, Company Registration Number: 44769512, registered in the Companies Register of the District Court in Nitra, section: Sro, file No. 24502/N (hereinafter referred to as Supplier). The content of individual business relations of a Client (a person purchasing the goods from the Supplier) and Supplier is governed by the respective Sell and Buy Agreement for which an order confirmed by the Supplier can be considered (hereinafter referred to as "Agreement") and these GTC. The legal relations not governed by this Agreement and these GTC are governed by the respective provisions of the Commercial Code, Civil Code and other related legal regulations.

I. Order

1. **The Client** orders the products of a Supplier in a written form sent to the Supplier via e-mail or post.

2. The Order must comprise:

- name and surname, postal and invoicing address, telephone (fax) number, e-mail address of the Client,
- an entrepreneur shall state also the Company Registration Number, Tax ID Number and VAT ID Number,
- name and ordering number of the product pursuant to the up-to-date price list of the Supplier,
- number of pieces of the ordered products,
- date of issuance of the Order,
- delivery address if it is different from the registered office of the company.

The above mentioned data shall be within the meaning of the Act on Protection of Personal Data No. 428/2002 Coll. used only within the business relationship between the Supplier and the Client and shall not be provided to a third person (except a person realising the transport of the goods.)

3. After the delivery of the Order, the Supplier shall contact the Client not later than within 2 business days, and shall verify the completeness of the Order and agree upon the way of the transport and shall inform the Client about the possible delivery period or the date for the takeover, final price and method of payment. Such adapted Order shall be confirmed by the Supplier. In case of confirmation, the Supplier is obliged to deliver to the Client the requested goods in the agreed period and the Client undertakes to take over the delivered goods properly and pay the agreed purchase price. A contractual relation is created between the Supplier and the Client through the confirmation of the Order. **The Order is binding for the Client since its confirmation.**

II. Delivery periods

1. The delivery periods are different for individual kinds of the products. The date of delivery or take over of the products shall be communicated to the Client through the confirmation of the Order.
2. In general, the date of delivery is from 7 until 14 days of the date of verification of the Order, depending upon the ordered goods.
3. In exceptional cases, when some products are not for disposal in the warehouse, the delivery period may be longer.

III. Price, payment conditions and transport fee

1. The price of the product is defined by the price list of the Supplier valid as at the date of issuance of the Order. The Client undertakes to pay the price of the ordered product pursuant to the up-to-date valid price list of the products. The VAT pursuant to the valid legal regulations shall be charged to the price.
2. The Client shall pay the price of the delivered goods:
 - a) via the cash payment,
 - b) via the cash on delivery,
 - c) bank transfer to the account of the Supplier.
3. The method of transport shall be chosen by the Client, via:
 - a) own transport,
 - b) courier (shipping service),
 - c) the Slovak Post.
4. The amount of the transport costs shall always be communicated to the Client by the verification of the Order, eventually the Supplier recommends Client the price efficient method of the transport.
5. The price is payable within 14 days from the issuance of the Supplier's invoice at the latest. The Supplier shall issue the invoice not later than at the delivery of the goods. The price is reimbursed at the moment of crediting the money on the bank account of the Supplier.
6. In case the Client is in arrears with the payment of the price, the Supplier is entitled to charge the late payment interest amounting to 0.07 percent of the due amount for each day of the delay.

IV. Takeover of the product

1. The Client undertakes to take over the product at the address stated in the Order.
2. The Client is obliged to control the physical integrity and completeness of the dispatch by the takeover of the product. If the dispatch is visibly damaged or destroyed, the Client is obliged to contact the Supplier immediately without taking over the dispatch and write the Minutes of the damage on the shipment with the transporter or shipment company. Any later claims related to the amount and physical damage of the product shall not be accepted by the Supplier.
3. The Client acquires the title to the delivered products only after the reimbursement of the full price of the ordered products and other monetary amounts agreed in the Agreement. Until the time of the devolution of the titles from the Supplier to the Client, who is in possession of the product, the Client has got all the duties of the keeper of a thing and he is obliged to safely keep and designate the delivered products and services at his own costs in such a way that they are under each circumstances identifiable as a product of the Supplier.
4. The Supplier is entitled to request the fulfilment of the obligations, mainly the reimbursement of the price for products and services, regardless the fact that the ownership of a product and service has not yet been passed to the Client.
5. The danger of the damage on the products is transferred to the Client in the moment of the takeover by the Client.
6. The delivery of the product on the basis of individual Order can also be realised in parts. The Client is obliged to take over also the partial fulfilment.

7. The Supplier is entitled to refuse the delivery of the goods, even of already accepted Order in case the Client is in arrears with the payment of the due obligation against the Supplier. Should the Client fail to reimburse his obligations within 5 days from the refusal or from suspension of the delivery of the goods, the Supplier is entitled to immediately withdraw from the individual Order. The Client is liable for the damage occurred to the Supplier in such a case.

V. Withdrawal from the Agreement

1. The Client is entitled to **cancel the Order** free of charge only on a day of the 1st contacting of the Supplier with the Client, i.e. on the day when the Order is being verified at the Client. The Order can exclusively be cancelled **in the written form** (e-mail).
2. The Client can withdraw from the Agreement only in case the Supplier commits gross violation of his duties resulting from the Agreement.
3. The Supplier can withdraw from the Agreement in cases stated in these GTC, respective legal provisions and if the Client commits gross violation of his duties resulting from the Agreement.
4. The Supplier reserves the right to cancel the Order (withdraw from the Agreement) or its part if the product is not produced anymore.

VI. Guarantee

1. The Supplier is liable for the defects of the delivered product occurred in the guarantee period as long as the Client claimed these defects in writing or orally into the protocol at the Supplier signed by both the parties, without undue delay after their occurrence.
2. The guarantee period shall be 120 months or according to framework purchase agreement.
3. Guarantee conditions:
 - a) the Client is obliged to deliver the claimed product including a document on payment of the price of the product to the Supplier by exercising the claim,
 - b) entitlement to the guarantee shall terminate in case that the defect of the product was caused by its mechanical damage, operation in the unsuitable conditions, unprofessional assembly by a person without professional competence for executing the activities on the electrical appliance, failure to observe respective standards or regulations of the Supplier from the side of the Client or a person who executed the assembly for the Client, incorrect connection to the electric installation or to the incorrect voltage or if the intervention on the product has been carried out,
 - c) if the product was damaged due to the impulse overvoltage, it should not be considered as the defect,
 - d) the defects caused by the natural disaster and incorrect handling are excluded from the guarantee.
4. In case of exercising the claim, it is recommended to the Client to inform the Supplier (via the phone, e-mail) that given product has got the defect and in what way it was demonstrated. On the basis of this information, the Client shall be recommended further optimal procedure for the resolution of the claim.

VII. Final provisions

1. The Client declares that he has become familiar with these GTC and he agrees with them.

Regardless the other provisions of the Agreement, the Supplier is not liable to the Client for the lost profit, lost opportunities or any other indirect or consequent losses as a result of negligence, violation of the Agreement or occurred in another way.

These GTC KIWA were formulated and constituted in a good faith, in order to fulfil the legal conditions and manage the correct business relations between the Supplier and the Client. If a competent body of the Slovak Republic proves the invalidity or unenforceability of some of these conditions, either in whole or partially, the validity and enforceability of other provisions and remaining parts of the respective provision shall not be prejudiced.

Legal relations and conditions which are not explicitly governed by these GTC as well as eventual disputes resulting from the failure to fulfil these GTS shall be governed by the respective provisions of the Commercial or Civil Code.

2. The Supplier and Client have agreed that they fully accept the remote communication - via the phone and electronic communication, mainly through the electronic mail and internet network www.kiwa.sk as a valid and binding form of communication for both the contractual parties.
3. The Supplier and Client undertakes not to provide the data and information acquired within the cooperation under the Agreement and these GTC to the third persons, otherwise they shall be held liable for the damage occurred to the damaged party as a result of the infringement of this obligation.
4. The Client of the concluded Agreement agrees with the processing, providing, making available and publishing of his personal data pursuant to the Act No. 428/2002 Coll. on Protection of Personal Data. Provided personal data shall be used by the Supplier for sending the marketing and promotional materials which will inform the Client about the offer of his products and services. Mentioned consents with the processing of the personal data and providing this personal data are given for the period of time which has not been stated in advance.

These GTC come into force since 1 November 2017