



## General Terms and Conditions of KROS a.s.

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### I. Introductory Provisions

1. These General Terms and Conditions of Business (hereinafter referred to as "GTC") further define the basic terms and conditions, rights and obligations, and relations between KROS a.s., with registered office at Bytčická 9009/ 14, Žilina, 010 01 Žilina, ID No.: 31635903, registered in the Commercial Register kept at the District Court of Žilina, section Sa, insert no. 1 10564/L (hereinafter also referred to as "KROS a.s."), and its customers in the field of products and goods sales and provision of services. The law of the Slovak Republic applies to conditions and relationships not listed in the GTC.
2. Relationships not regulated by the GTC are governed by Act No. 513/1991 Coll., Commercial Code, as amended, provisions of Act No. 185/2015 Coll., Copyright Act, as amended, the license conditions of KROS a.s. for ALFA plus, OLYMP, OMEGA, the license conditions for the software series CENKROS, the license conditions for internet services and the complaints procedure KROS a.s.
3. The Parties acknowledge that the subject matter delivered under the Contract is subject to the GTC, including any subsequent modifications and changes thereto, is a work within the meaning of the provisions of Act No. 185/2015 Coll. Copyright Act, and therefore this work enjoys protection under the provisions of that Act. All intellectual property rights belong to the Provider.
4. **Contact details:**  
Postal address: KROS a.s., Bytčická 9009/ 14, 010 01  
041/707 10 11  
E-mail: kros@kros.sk  
IBAN: SK02 0200 0000 0022 9078 9159

### II. Definitions

1. **The Provider** is understood to be the company KROS a.s. with its registered office at Bytčická 9009/ 14, Žilina, 010 01 Žilina, ID No.: 31635903, registered in the Commercial Register kept at the District Court of Žilina, Section: Sa, Insert No. 10564/L.
2. **The licensee** is understood to be a legal entity or a physical entity that was granted a license to use the computer software for activities related to the Licensee's business from KROS a.s. or its registered reseller.
3. **Purchase contract** means a contract concluded between the Provider and the Licensee, the subject of which is goods, except for computer software.
4. **Licensing agreement** means an agreement concluded between the Provider and the Licensee, the subject matter of which is in particular the granting of a license to use a computer software.
5. **Website** means the Provider's websites [www.kros.sk](http://www.kros.sk) and [www.ikros.sk](http://www.ikros.sk).

### III. Information on products, services and their prices

1. Information on the Provider's products and services is publicly available on the Provider's website and in printed materials. The information can be made available at the request of the Licensee at the registered office of the Provider or one of its customer service centres and is also available in the updated printed material published by the Provider. The prices of the Provider's products and services are governed by the current price list set out on the Provider's website. All prices for products and services are exclusive of VAT.

### IV. Handling of orders

1. The Licensee might place an order at the Provider's headquarters or customer service centres in person, by telephone, by e-mail, on the Provider's website by filling in an order form or in the Kros Account online system ([www.kros.sk/klient](http://www.kros.sk/klient)). The Licensee agrees to the GTC by placing an order, and bindingly orders the subject of the order. The Order is a draft Purchase Agreement and/or Service Agreement and/or Licensing Agreement. The conclusion of the contract takes place at the moment of the Licensee's order sending and its acceptance by the Provider or on the basis of the Licensee's order and by its Provider's direct execution. The contract might also be

concluded orally, but also by handing over the purchase object to the Licensee. The contract can only be amended or cancelled by agreement of the parties or for reasons provided for by law.

2. The Provider grants the Licensee a license to use the work in accordance with the purpose, terms and conditions and to the extent agreed in the GTC by agreeing to the order. The license is granted as non-exclusive, non-transferable, and time-limited. The Provider might withdraw this right from the Licensee at any time if the Licensee breaches the provisions agreed in the GTC. The Licensee agrees not to use the work for any purpose other than the purpose pursued in the GTC.
3. An order with an amendment or deviation shall be considered as a new draft contract by the parties. The Licensee must accept the offer without any reservations, or the Provider shall, at the request of the Licensee, make a revised offer. The contract shall be concluded at the time of acceptance of the quotation or offer by both parties in the case of a quotation or offer.
4. The Provider shall process the order as quickly as possible, but usually within 3 working days, by dispatching the product or providing service, or confirming the order.

## V. Delivery terms

1. Goods might be collected in person at the Provider's customer service centres, sent by post or sent electronically. Electronic content shall be deemed to have been delivered on the date on which the Provider provides the Licensee with access to the electronic content.
2. When ordering goods, the Provider is entitled to payment of postage and packing according to the valid price list published on its website.
3. The usual delivery time for computer software and goods is 3 working days and it starts when the payment is credited to the Provider's account. Goods or services on DVD can also be delivered by mail on delivery within 5 working days at latest. The Provider shall charge a handling fee according to the applicable price list published on the Provider's website for personal collection of the goods or services on DVD, except for the purchase of computer software. Provider shall inform the Licensee if any item ordered is not immediately available.
4. Upon delivery receipt, the Licensee shall immediately check that the consignment is complete and undamaged. The Licensee is not obliged to take an incomplete or damaged consignment. If the consignment is incomplete, he shall contact the Provider. Damage to the consignment by the Licensee shall claim the spot with the postal carrier. If the consignment is accepted and found to be in order by the licensee and everything is confirmed by his signature on the documents of the postal carrier, no further claims of the licensee can be considered concerning damage to the goods during transportation.

## VII. Payment terms

1. When ordering computer software and goods, the Licensee might choose between a bank wire transfer in advance based on the advance invoice or payment on delivery for an additional fee.
2. Training can be paid by bank transfer up to 2 days before the training date.
3. The licensee might pay for individual services by bank wire transfer based on an advance invoice.
4. The applicable product prices and fees are set out in the list published on the Provider's website.
5. The goods remain the Provider's property until the price is paid in full. The Provider shall be the exclusive owner of all property rights in the computer software provided to the Licensee and the Licensee shall be the sole user of the computer of the programs.
6. The Provider and the Transferee agree that the Provider is entitled to send invoices electronically to the Transferee. Electronic invoices shall be sent to the Licensee in a standard format (e.g. pdf) and shall be deemed to be complete invoices replacing paper invoices.
7. The Licensee grants the Provider consent to send invoices in electronic form within the meaning of Section 71(1)(b) of the VAT Act, as amended, either by sending the invoice by electronic mail in electronic form or by sending the web interface - link of the electronic invoice (from now on referred to as "electronic invoice").
8. The provider sends the transferee an electronic invoice so that the transferee receives it at least 7 days before the due date; or already as proof of payment. The Provider and the Transferee acknowledge that the data disclosed in the electronic invoice sent to the email address provided by the Transferee is subject to commercial confidentiality and that they are obliged to maintain such confidentiality.
9. The provider is not liable for the infringement of trade secrets if the breach has occurred through leakage from the mailbox assigned to the provider's e-mail address or through leakage from the purchaser's Internet application. The provider shall not be liable for damaged or incomplete data if the damage or incompleteness of the data was caused by a disruption of the communication path when using the Internet. Furthermore, the Provider shall not be liable for

damage caused by poor connection quality of the assignee to the Internet network due to errors in the communication path to the assignee or due to the Licensee's inability to access the Internet.

10. Notwithstanding the acknowledgment of receipt of an e-mail message containing an electronic invoice, the date of delivery of the electronic invoice concerned shall always be deemed to be the date of delivery of the electronic invoice which is always the first working day after the day on which the electronic invoice was demonstrably sent by the provider by electronic mail. If the Licensee has not received an invoice from the Provider even after the expiry of the deadline for which the Licensee is obliged to pay the invoiced fee, the Licensee must inform the Provider in writing. This is without prejudice to the right of the provider to send other than regular electronic invoices by e-mail. To send electronic invoices, the Licensee must inform the Provider in writing (electronically) when the e-mail address to which the Provider will send the electronic invoices.
11. The Licensee is responsible for the full functionality of the e-mail address provided. The Licensee must always notify the Provider in advance in writing (including electronically) of any change to the e-mail address for the delivery of electronic invoices. This is without prejudice to the right of the Provider to send a paper invoice to the Licensee.

#### **VIII. Warranty conditions, liability for defects and force majeure**

1. Complaints Procedure governs the procedure for claiming and handling claims for products and services purchased/provided from a Provider with whom they are in the warranty period, the Licensee's rights under liability for defects, or in the event of a breach of contract, is published in all points of sale and on the Provider's website.
2. The Provider shall not be liable for partial or total non-performance of its obligations under the Contract and the GTC if such non-performance is due to force majeure.
3. For the GTC, force majeure (vis maior) shall be deemed to be circumstances that have arisen independently of the Provider's will, without its fault, are unforeseeable or foreseeable but uncontrollable, and affect the performance of the contract, and the GTC, in particular:
  - (i) natural events such as fire, flood, earthquake, lightning, hail, strong wind, windstorm, snowstorm, extreme cold, etc,
  - (ii) strike, mobilisation, war, state of emergency,
  - (iii) commercial, monetary, political or other measures taken by public authorities.
4. Provided that the force majeure circumstances do not last longer than three months, the Provider and the Licensee are obliged to continue their obligations under the contract and the GTC, with the performance period being extended by the duration of the force majeure, except for the Licensee's obligation of the to pay the price for the Provider's products and services.
5. If the Provider invokes force majeure, the Provider must notify the Licensee immediately, at the latest by 7 days, of the occurrence of force majeure circumstances, together with notification of at least the approximate time of fulfillment by e-mail to the Licensee contact person. In the same way, the Provider shall notify the Transferee of the termination of the force majeure circumstances.
6. If the force majeure event lasts longer than three months, the Provider against whom the force majeure event is directed shall be entitled to withdraw from the contract without being obliged to pay compensation to the Licensee.
7. If the provider can not fulfill the contract within the contractually stipulated period for reasons of force majeure, the fulfillment period shall be extended appropriately by the duration of the force majeure. If the service Provider's performance becomes impossible due to force majeure, its obligation to perform vis-à-vis the purchaser shall lapse.

#### **IX. Conditions for processing personal data**

1. The Provider processes the personal data of the Licensee under the provisions of Act No. 18/2018 Coll. on the Protection of Personal Data and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"). All information are set out in Annex 1 to the GTC , which forms an integral part of the GTC.

#### **X. Final provisions**

1. The GTC form part of the contract concluded between the Provider and the Licensee, in the current version as at the date of the conclusion of the contract, as it appears on the Provider's website.
2. The parties agree that any disputes arising out of the contract concluded by them, related documents and internal regulations or out of contracts related to them, including non-contractual claims, shall be settled before the General Arbitration Court of the Slovak Republic, Dunajská 8, 811 08 Bratislava, with finality by a single arbitrator appointed by the Court of Arbitration according to the internal 244/2002 Coll., to which the parties utterly agree. The current version of the Statute of the Court of Arbitration and the Rules of Procedure of the Court of Arbitration is published on the website of the Court of Arbitration: [http:// www.vrssr.sk/](http://www.vrssr.sk/). The address for electronic communication of the arbitral tribunal is: [podatelna@vrssr.sk](mailto:podatelna@vrssr.sk). The parties declare that they conclude the contract based on their free and

sincere will, that they have read the contract, that they agree with its content, and that they have read and understood it.

3. The Provider is entitled to amend the GTC unilaterally and is obliged to publish the new version of the GTC on its website without delay. The Licensee has the option to object to the GTC amendment by giving 2 months' notice, which begins upon receipt of the notice of termination. If the other party does not terminate within 7 days of notification of the amendment to the GTC, the other party shall be deemed to have consented to the amendment to the GTC.
4. The GTC shall enter into force on the day of publication, i.e. 20.3.2024.

Ing. Jana Haderková  
Director of KROS a.s.