

# Business Terms and Conditions

## 1. RECITALS

1.1 The present Business Terms and Conditions (hereinafter referred to as the “**Terms**”) govern the legal relationships between any legal entity or natural person – entrepreneur as a purchaser (hereinafter referred to as “**Dealer**”) of goods and ASBIS SK spol. s r.o., with its registered office at Tuhovská 33, 831 06 Bratislava, Company ID No. (IČO): 31 382 541, registered in the Business Register of the City Court of Bratislava III, Section: Sro, File No.: 7820/B (hereinafter referred to as “**ASBIS SK**”) as a seller (the Dealer and ASBIS SK hereinafter jointly also referred to as the “**Contracting Parties**”). The present Terms form a contractual basis of business cooperation and a new Dealer is obliged to become familiar with the provisions hereof prior to the start of business cooperation.

1.2 Any legal entity or natural person - entrepreneur registered in the Business Register or Trade Register may become a Dealer of ASBIS SK goods. ASBIS SK is focused exclusively on B2B relationships, particularly on purchasers reselling goods purchased from ASBIS SK to third parties, including final customers. ASBIS SK does not sell goods to natural persons - consumers.

1.3 All legal relationships between the Dealer and ASBIS SK shall be governed by the present Terms, the Dealer’s order confirmed by ASBIS SK as referred to in Article 2 below and, unless stated otherwise herein, general binding legal regulations of the Slovak Republic, particularly the Commercial Code. Provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

1.4 ASBIS SK and the Dealer shall not disclose any facts or information forming the business secret of the other party or any other facts or information concerning the other party which are not publicly available and their provision to a third party may cause harm to or damage the legitimate interests of the other party, if it concerns any information which the other party has learnt of in relation to concluding or performing a contract concluded between ASBIS SK and the Dealer. Both the Dealer and ASBIS SK may disclose the above-stated facts and information to their advisers bound contractually or legally by a corresponding confidentiality obligation. They may disclose them to other parties or use them themselves only when it is needed for performance of a contract concluded between ASBIS SK and the Dealer and only after the prior written consent of the other party and in cases required by law. This shall be without prejudice to paragraphs 1.5 and 1.6 below.

1.5 The Dealer shall bear in mind that, in accordance with its contractual obligations towards producers and in line with the legitimate interests of ASBIS SK and the Dealer, ASBIS SK is entitled to report the Dealer’s purchase data (including personal data) to product manufacturers, service providers or providers of licences for products which ASBIS SK distributes to the Slovak market. ASBIS SK shall make sure that the purchase information will not be provided beyond the scope of distribution contracts and that all such information will be used exclusively for the purposes of reporting sales on the Slovak market to producers, obtaining a specific discount for the Dealer or concluding a license contract for selected products.

1.6 The Dealer shall bear in mind that, if necessary, ASBIS SK is entitled to provide information about the Dealer’s solvency to third parties, particularly to other distributors, as well as to verify the Dealer’s solvency and credibility with other distributors or in public registers and sanction lists for the purpose of preventing fraud and protecting its own property.

1.7 In any particular order, ASBIS SK shall be entitled to deviate from the Terms and contracts or agreements concluded with the Dealer after an agreement made with the Dealer (i.e. based on a separate agreement of the Contracting Parties).

## 2. GOODS ORDERING FORM

2.1 The Dealer may only purchase items from ASBIS SK after registering and creating his own customer's account on ASBIS SK's web page in the "Registration" section. After the Dealer has registered on ASBIS SK's web page and agreed with the Terms, a contractual relationship is established between the Dealer and ASBIS SK which is governed by the present Terms. Under and in accordance with the present Terms, ASBIS SK undertakes to deliver goods to the Dealer in the extent, amount and quality as referred to in the Dealer's individual orders, and to transfer the ownership to such goods onto the Dealer, and the Dealer undertakes to pay the purchase price hereunder to ASBIS SK.

2.2 Agreement with the Terms shall also be a part of every individual order by the Dealer. The Dealer shall also sign any delivery note or invoice issued in relation to any goods ordered by the Dealer in order to confirm his agreement with the Terms valid at the time when the Dealer's order was sent. If the Dealer fails to agree to the Terms in the manner as specified above, the Terms shall automatically become a part of every subsequent Dealer's confirmed order (i.e. purchase contract) also supposing that the Terms were approved by the Dealer when concluding an earlier contractual relationship with ASBIS SK (when the Dealer was registering, concluding a contract, sending a prior order, etc.), or that the Dealer became familiar with the Terms when being notified of any update of the Terms as referred to in 15.3 below. The Dealer shall thus bear in mind that, in the case of an earlier familiarization with the Terms as referred to in the previous sentence, sending any individual order as referred to in 2.6 below represents his consent with the current version of the Terms disclosed on ASBIS SK's web page and also the Dealer's confirmation that he has become familiar with them in their full extent.

2.3 A new Dealer shall be registered as referred to in 2.1 above by an automatic search of the Dealer in the Business Register or Trade Register. The Dealer's data shall be automatically entered in the registration form. After the form has been sent, data is checked manually and the account is **activated**. After the registration has been approved, ASBIS SK shall send access data to the Dealer's e-mail address specified during registration.

2.4 The Dealer shall bear in mind that the data entered in the registration form cannot be changed. The Dealer shall make sure that all data stated in individual registers where the Dealer is registered is updated, correct and complete. In the event of any discrepancy, the Dealer shall contact ASBIS SK's Business Department to update such data.

2.5 In accordance with the regulation of his relationships with ASBIS SK, the Dealer shall order goods from ASBIS SK in the manner as specified in the following provisions of the present Article of the Terms.

2.6 Orders may be:

- a) placed via the e-shop on ASBIS SK's web page;
- b) brought in person to ASBIS SK's registered office;
- c) sent by e-mail to the e-mail address of ASBIS SK's sales manager assigned to the Dealer;
- d) in urgent cases orders may be placed by telephone, while any such order placed by telephone shall be confirmed without any undue delay in the manner as specified in (a) to (c) above.

2.7 Any order placed as referred to in 2.6 above shall contain:

- a) the Dealer's business name;
- b) the Dealer's registered office;
- c) detailed specification of the type and amount of the goods ordered;
- d) requested delivery date;
- e) delivery form and place;
- f) agreed form of payment or information that it is a test purchase;
- g) name, surname, e-mail, work position and telephone number of the person competent to handle the particular order on behalf of the Dealer;
- h) agreement with the present ASBIS SK's Terms disclosed on ASBIS SK's web page.

2.8 Any order is binding for ASBIS SK only after its acceptance has been confirmed in writing or in electronic form by ASBIS SK. In certain cases ASBIS SK shall be entitled to not accept an order as referred to above and to accept the order by telephone, and/or it shall be entitled to bind acceptance of the order to compliance with a special condition.

2.9 After the order has been confirmed as referred to in 2.8 above, ASBIS SK shall book the goods ordered by the Dealer in the warehouse and the Dealer shall take over the goods within fourteen (14) days after the order was confirmed. If the goods are not taken over in the above-stated period of time for any reason, the Dealer's order shall be cancelled and the goods ordered by the Dealer shall be returned to the market.

2.10 Each confirmed order shall be binding for both Contracting Parties.

2.11 In the event of any violation of the Dealer's obligation as referred to in 2.9 above, ASBIS SK shall be entitled to ask the Dealer to pay a contractual fine amounting to 30% of the purchase price for the goods the order for which was cancelled because the Dealer failed to take them over. This shall be without prejudice to ASBIS SK's entitlement to compensation for damage.

### **3. GOODS DELIVERY**

3.1 ASBIS SK shall deliver goods to the Dealer according to the order to the place specified by the Dealer, or hand them over to the Dealer at ASBIS SK's registered office under the conditions specified in the below-stated provisions of this Article. Goods may be delivered to the registered office or registered branches of the Dealer in the Slovak Republic.

3.2 If the daily value of the purchased goods is higher than EUR 100, VAT excluded, transport costs shall be paid by ASBIS SK. Otherwise, a transport fee amounting to EUR 5, VAT excluded, shall be charged to the Dealer.

### **4. GOODS PRICE**

4.1 Goods price shall be governed by the Dealers' price list specified by ASBIS SK, in the version valid at the time when the order acceptance was confirmed as referred to in 2.8 above and subsequent provisions hereof. The Dealers' price list is disclosed on ASBIS SK's web page.

4.2 ASBIS SK reserves the right to agree on special price and payment terms with the Dealer for any particular order, regardless of the regulation of their relationship in the Terms and in other contracts. Such arrangements shall be the subject of a separate agreement.

4.3 The Dealer shall bear in mind that indexes or facts such as increases in prices of ASBIS SK's suppliers or changes in transport costs might have a significant impact on ASBIS SK's operating costs. Therefore, ASBIS SK shall be entitled to agree with the Dealer on a new price of any ordered goods which would take into account the above-stated changes also after the Dealer's order was confirmed as referred to in 2.8 above. Such arrangements shall be the subject of a separate agreement between ASBIS SK and the Dealer (it might also be an oral or tacit agreement, e.g. the Dealer's oral acceptance or payment of an invoice containing new prices for the supplied goods after the Dealer has been informed of such new prices). If the Dealer has not agreed with such increased prices for the goods ordered, the Dealer's entire order shall be cancelled.

4.4 ASBIS SK reserves the right to unilaterally increase the price of particular ordered goods compared to the price calculated in accordance with previous provisions of the present Article if, between the date when the goods' order acceptance was confirmed and the date when the goods' purchase price was paid by the Dealer, the exchange rate of the American dollar (USD) to EUR (EUR) increased by more than one per cent (1%) according to the currency exchange rate of the European Central Bank (ECB). In such case, ASBIS SK shall have the right to unilaterally increase

the price of the ordered goods by an amount equal to the growth percentage of such exchange rate.

4.5 If a producer has approved special project prices for a particular end customer, the Dealer undertakes to supply goods to the particular end customer at prices and in the period of time as approved by the particular producer. If the Dealer receives information that a required installation price, configuration or schedule have not been complied with, the Dealer shall inform ASBIS SK as a distributor and/or directly the producer thereof. Following a request from a producer or from ASBIS SK, the Dealer shall submit the relevant documents proving the supply of goods according to the conditions approved by the producer. If a producer's audit confirms that conditions based on which special prices have been approved (price, configuration, the latest installation date) have not been complied with, the Dealer is aware of the fact and agrees that the producer has the right to charge the difference between the approved special price and a standard price to the Dealer and the Dealer shall pay such increased price based on the invoice issued additionally.

## **5. PAYMENT TERMS**

5.1 If any goods order has been accepted by ASBIS SK, the Dealer shall duly and timely pay the purchase price of the ordered goods under the conditions specified in the following provisions of Articles 5, 6 and 7 below.

5.2 In accordance with an agreement with ASBIS SK, the Dealer shall pay for the goods:

- a) in advance, by settling a pro forma invoice;
- b) in cash when taking over the goods;
- c) after the goods have been taken over based on an invoice.

5.3 According to the form of payment specified during goods ordering, the Dealer may pay for the goods in advance by paying the purchase price of the goods before they are taken over based on a pro forma invoice which shall be considered settled on the date when ASBIS SK's account is credited with the amount specified therein. If a Dealer who has chosen this form of payment has not paid the purchase price of the goods to ASBIS SK within five (5) calendar days after the due date, the goods order shall be considered cancelled.

5.4 According to the form of payment chosen during goods ordering, the Dealer may pay for the goods in advance or in cash or with a payment card when the Dealer shall settle an invoice in cash or with a payment card when taking over the goods. ASBIS SK respects all restrictions applicable to cash payments.

5.5 After taking over goods based on an invoice with a determined due date, the Dealer may pay for the goods only under the conditions specified in Article 6 below.

5.6 The Dealer shall pay interest on a late payment to ASBIS SK amounting to 0.05% of the due amount for every day when the Dealer is delayed with payment of the purchase price for the goods. This shall be without prejudice to ASBIS SK's entitlement to indemnity. To charge such interest on late payment, ASBIS SK shall issue a penalty invoice to the Dealer.

## **Electronic invoicing**

5.7 In accordance with Act No. 222/2004 Coll. on Value Added Tax, as amended, the Dealer agrees that ASBIS SK may send invoices to the Dealer in electronic form to the Dealer's e-mail address as referred to in 5.9 below, namely:

- a) by ticking the relevant box affirming such consent; and/or
- b) by ticking the box affirming consent to the present Terms; or
- c) in any other action of the Dealer (also tacit) which clearly indicates that the Dealer is granting consent to ASBIS SK to their sending invoices by e-mail (e.g. by sending consent in an e-mail, by paying such invoice, etc.). Letter (c) above shall apply to Dealers who do

not make their purchases via the ASBIS SK website. Dealers who make their purchases via the ASBIS SK website are obliged to primarily use the forms specified under (a) and (b) above.

5.8 Based on the Dealer's consent as referred to in 5.7 above, ASBIS SK shall send invoices to the Dealer (including advance invoices) in electronic form as a PDF document to the contact e-mail address of the Dealer specified in the respective field of the Dealer's customer account intended for the receipt of electronic invoices on the ASBIS SK website during Registration, as referred to in 2.1 above or later entered in such field, or to the e-mail address notified to ASBIS SK through e-mail consent or otherwise as referred to in 5.7 (c) above (hereinafter referred to as "**Primary E-mail Address**"). For each order the Dealer may also specify a different e-mail address to which the electronic invoice related to such order is to be sent (hereinafter referred to as "**Secondary E-mail Address**"). However, the Dealer shall bear in mind that, in addition to the Secondary E-mail Address specified for a particular order, the electronic invoice shall always be sent also to the Dealer's Primary E-mail Address.

5.9 The Dealer may change their Primary E-mail Address at any time in their customer account on the ASBIS SK website in the Your Company section or, in the case of Dealers who do not make their purchases through the ASBIS SK website, by notifying ASBIS SK in any other manner. When such change is saved in the Dealer's account on the ASBIS SK website or through demonstrable notification of the change sent to ASBIS SK, the Primary E-mail Address shall change and ASBIS SK shall send electronic invoices to the Dealer only via the new e-mail address.

5.10 The Dealer represents that he/she has exclusive access to the e-mail address. The person who is granting consent to electronic invoicing on behalf of the Dealer or who is submitting or changing the Primary or Secondary E-mail Address for the electronic sending of such invoices is expected to be authorized to perform such action on behalf of the Dealer, taking into account the person's access to the Dealer's customer account on the ASBIS SK website or to the Dealer's e-mail addresses, otherwise the Dealer shall be fully liable.

5.11 An electronic invoice in the PDF format has an electronic signature and it is a valid tax document containing all the particulars of a tax document in accordance with Act No. 222/2004 Coll. on Value Added Tax, as amended, fully replacing a paper invoice. An electronic invoice is identical to its paper counterpart, having the same design and the same layout of all items.

5.12 The Dealer may find individual invoices issued by ASBIS SK to the Dealer and see them at any moment in the archive of the Dealer's customer account on the ASBIS SK website (if the Dealer has access to it) in the Your Company section where the Dealer can access them simply and quickly and check anything. There is also a clear table for each invoice showing its payment status so that the Dealer knows exactly which invoice has been settled and which invoice has yet to be paid.

## **6. INVOICE-BASED PAYMENT AFTER GOODS TAKEOVER**

6.1 At any moment the Dealer may ask ASBIS SK for permission to pay for goods based on an invoice after the goods have been taken over (hereinafter referred to as a "**Request**"). The Dealer may pay for the goods based on an invoice after the goods have been taken over only after the Dealer's Request was approved by ASBIS SK's Credit Department in accordance with this Article.

6.2 The Dealer shall have no legal entitlement to invoice-based payment for goods after the goods have been taken over, and only ASBIS SK shall have the right to decide on approval of the Dealer's Request. When assessing the Dealer's Request, ASBIS SK shall consider, in particular, the Dealer's category, length of cooperation and performance of the rights and obligations specified herein or in contracts or agreements concluded between ASBIS SK and the Dealer. The Dealer's

Request may only be approved if the Dealer is registered and has agreed with the present Terms in accordance with Article 2 above. If ASBIS SK has obtained such negative information about a Dealer whose Request ASBIS SK is assessing which disqualifies the Dealer as an untrustworthy business partner (in particular information about existing payables, insolvency, etc.), ASBIS SK shall not approve the Request.

6.3 ASBIS SK shall decide on any Dealer's Request as referred to in 6.1 above within seven (7) working days.

6.4 If ASBIS SK permits the Dealer to pay for goods based on an invoice after the goods have been taken over as referred to in 6.1 above, the Dealer shall have the right to order goods and pay for them after taking them over based on an invoice payable in accordance with 6.5 below, while the Dealer may only order and pay for goods with a total value which does not exceed the value specified by ASBIS SK when approving the Dealer's credit Request (hereinafter referred to as "**Credit Limit**"). When the Dealer has used the Credit Limit, he shall pay for goods in advance based on a pro forma invoice or in cash when taking over the goods as referred to in Article 5 above. This shall be without prejudice to paragraph 6.8 below.

6.5 The Dealer shall pay for any delivered goods by the due date agreed upon by the Contracting Parties in advance. If the Contracting Parties have failed to agree on a due date as referred to in the previous sentence, the due date shall be fourteen (14) calendar days after the invoice was issued by ASBIS SK. ASBIS SK shall issue an invoice to the Dealer on the goods' delivery date at the earliest. Such due date may be postponed in accordance with 6.6 below.

6.6 The Dealer shall have the right to ask for a postponement of the due date as referred to in 6.5 above for a special charge, either for all invoices issued within the Credit Limit or for specific invoices, based on an agreement of the Contracting Parties. The unit responsible for approving Dealers' Requests and deciding on the amount of the charge is the Credit Department. Unless ASBIS SK's Credit Department decides otherwise, the charge shall amount to 1% of the invoiced amount, VAT included, for one month. The Dealer shall ask for a postponement of the due date of any invoice before such invoice is issued so that the charge may be set. The Dealer shall pay the charge by the date and in the manner notified to the Dealer by ASBIS SK's Credit Department.

6.7 The Dealer shall automatically lose the possibility to pay for goods based on an invoice after the goods have been taken over under the present Article, if any of the Dealer's liabilities towards ASBIS SK is overdue. The Dealer may again pay for goods based on an invoice after the goods have been taken over under the present Article only after all of the Dealer's payable liabilities towards ASBIS SK have been settled. This shall be without prejudice to paragraph 6.8 below.

6.8 Based on a decision from ASBIS SK's Credit Department, ASBIS SK shall be entitled to cancel the Dealer's permission to pay for goods based on an invoice after the goods have been taken over, granted to the Dealer as referred to in 6.1 above, at any moment (i.e. also before using up the Credit Limit) and without stating the reason. Such Dealer's permission may be granted again only by ASBIS SK's Credit Department based on its assessment.

6.9 ASBIS SK shall have the right to condition approval of the Dealer's Request as referred to in 6.1 above by the Dealer's obligation to settle the Dealer's liabilities and pay the purchase price of the goods to ASBIS SK for which the Dealer has the right to pay only after the goods have been taken over as referred to in this Article by the following means:

- a) bill of exchange;
- b) notarial record with an exact specification of the legal obligation; or
- c) bank warranty in favour of ASBIS SK.

## **7. TEST PURCHASE OF GOODS (BORROWING)**

7.1 The Dealer whose Request for invoice-based payment for goods after the goods have been taken over as referred to in Article 6 above has been approved shall have the right to order and purchase goods from ASBIS SK for testing after concluding a Test Purchase of Goods (Borrowing) Agreement, while only goods the total price of which does not exceed the Credit Limit specified in accordance with Article 6 above may be ordered and purchased in such manner. Such price limit shall apply both to ordering and payment for goods in accordance with Article 6 above, as well as to ordering and purchasing goods in accordance with this Article together, regardless of which part of the Credit Limit the Dealer has used up in one form or another at his discretion. When the Dealer has used up such Credit Limit, he shall pay for the goods in advance based on a pro forma invoice or in cash when taking over the goods as referred to in Article 5 manner. This shall be without prejudice to paragraph 6.8 above.

7.2 The Dealer whose Request for invoice-based payment for goods after the goods have been taken over as referred to in Article 6 above has not been approved shall have the right to order and purchase goods from ASBIS SK for testing only after paying a deposit in the value of the borrowed goods.

7.3 If, when ordering goods from ASBIS SK, the Dealer shows his interest to test the goods before paying the purchase price, the Dealer shall conclude a Test Purchase of Goods (Borrowing) Agreement with ASBIS SK offered by ASBIS SK for such purpose (providing that all other requirements hereunder have been met).

7.4 If the Dealer has not refused goods bought from ASBIS SK for testing before expiry of the test period, the binding duration of which is specified in the Test Purchase of Goods, such goods shall be considered as goods bought by the Dealer without a resolute condition of expiry of the test period without refusal.

7.5 The Dealer shall have the right to retain goods purchased for testing during a 30-day test period or other period determined by agreement of the Contracting Parties. Otherwise paragraph 7.3 above shall apply.

7.6 The Dealer shall have no right to refuse goods purchased for testing if the Dealer cannot return the goods in the condition in which he has taken them from ASBIS SK.

7.7 The purchase price of goods purchased for testing shall be invoiced to the Dealer after expiry of the agreed test period, namely within ten days after its expiry.

## **8. WARRANTY AND COMPLAINT TERMS**

8.1 The present warranty and complaint terms govern the conditions and procedure for handling complaints made by the Dealer as a purchaser of goods supplied by ASBIS SK as a seller hereunder.

### **Warranty period**

8.2 Warranty periods specified in the delivery note shall apply to goods under warranty. For orders placed through a customer's account, warranty periods applicable to individual goods are displayed with such goods. In the event of any discrepancy the warranty period specified in the delivery note shall prevail. If such binding periods have not been complied with, an agreement with the Dealer shall be followed. If no agreement may be reached, the Commercial Code shall be followed.

### **Complaints recievals**

8.3 Complaints are received at ASBIS SK's registered office or at a specified service centre under paragraph 8.4 below.

8.4 Warranty and post-warranty repairs of selected goods shall be performed by authorized service centres, a list of which is regularly updated on ASBIS SK's web page in the "Complaints/Service Centres" section or on the goods warranty certificate. In such case, ASBIS SK reserves the right to not accept the goods from the Dealer and the Dealer shall make a complaint about the goods directly to the specified service centre. If goods are accepted by ASBIS SK in spite of the above-stated, the complaint handling period shall start lapsing only when the goods are delivered to the specified service centre.

8.5 Special return terms disclosed on ASBIS SK's web page in the "Complaints/Service Centres" section shall apply to goods of selected brands which become inoperative shortly after they were purchased (Dead on Arrival - DOA). Where DOA terms are not specified, warranty and complaint terms hereunder shall apply.

### **Goods takeover by the Dealer**

8.6 **Goods takeover at ASBIS SK's registered office.** The Dealer shall check the delivery during personal takeover at ASBIS SK's dispensing site (warehouse) by checking the compliance of the delivery content with the delivery note, including the number of pieces, serial numbers, appearance of the goods, integrity of packaging and completeness of documents as referred to in 9.3 below. If any discrepancies between the delivery note and the dispensed goods have been identified or in case of mechanical damage to the goods, the recipient shall complain about the delivery and refuse it in its entirety without any undue delay. Ex post complaints about any mistakes in the delivery or damage to the goods shall not be accepted.

8.7 **Taking over goods sent by a transport service.** Before signing the takeover document, the recipient of any goods sent by a transport service shall check the consignment according to the transport (delivery) note, the correctness of all quantity data and integrity of the original packaging or original sticking tape of the sender; the recipient shall also check the goods for any visible damage to the packaging or to the consignment itself or any visible partial loss. In the event of any occurrence of such defects the recipient shall state all discrepancies in the carrier's transport note or make a "Damage Record" without any undue delay. The damaged consignment shall then be handled in accordance with the sender's instructions. If any damage to or partial loss of a consignment is not visible during its takeover, the consignment's recipient shall report the damage to ASBIS SK at [dispecer@asbis.sk](mailto:dispecer@asbis.sk) and to the particular carrier without any undue delay, in any case within twenty-four (24) hours after taking over the consignment. After the damage was reported, a carrier's representative shall make a "Damage Record" with the recipient. Having received the Record, the recipient shall make a complaint to ASBIS SK as the seller. After expiry of the above-stated periods of time, it is not possible to complain about the damage and any entitlements resulting from such damage shall cease to exist. ASBIS SK is obliged to enter into a goods transportation insurance policy only on at the express request of the Dealer and at the Dealer's expense.

### **Elimination of defects**

8.8 ASBIS SK or a service organization authorized by it shall eliminate any defects of goods during the warranty period. If a complaint is justified, ASBIS SK shall bear all costs related to sending the goods back to the Dealer. If a complaint is justified, the Dealer shall be entitled only to elimination of the defects, goods exchange (replacement) or issuance of a credit note (contract cancellation) in accordance with the present paragraph. ASBIS SK reserves the right to replace any irreparable component with a similar component with equal technical parameters or to issue a credit note for such goods to the Dealer. ASBIS SK shall decide on the form of resolving the Dealer's complaint (i.e. if the goods will be repaired, replaced or if a credit note will be issued). If the same type of irreparable goods is not available, ASBIS SK shall be entitled to resolve the complaint by handing over replacement goods meeting similar parameters and offering similar technical solutions as the previously purchased goods, or to issue a credit note to the Dealer for an adequate amount of compensation as specified by the ASBIS SK's Complaint Department.



## **Complaints**

8.9 The Dealer shall make any complaint made hereunder directly to ASBIS SK's registered office in an electronic form through the Dealer's customer account on ASBIS SK's web page in the "Complaints" section. Then the Dealer shall deliver the goods which are the subject of the complaint to ASBIS SK's registered office together with the complaint number (RMA number) assigned to the Dealer when making the complaint in an electronic form as referred to in the first sentence of the present paragraph. In addition, it is also necessary to provide ASBIS SK with the invoice, delivery note, installation sheet, warranty certificate and service handbook, i.e. documents clearly indicating the form of acquisition of the goods, goods serial number and the date when the goods were taken over by the Dealer. Documents about any prior warranty-related repairs shall also be submitted. Without such documents warranty shall not be recognized and the complaint shall not be accepted. Goods shall be returned in antistatic packaging with full documentation. Complaint confirmation shall be issued after ASBIS SK's complaint certificate has been submitted. Any costs related to the complaint (goods packaging, transport, post, etc.) shall be borne by the Dealer.

## **Goods return date**

8.10 Timely takeover of goods which were the subject of a complaint shall be understood as takeover of the goods directly at ASBIS SK on an agreed date or on date announced to the Dealer through his customer account in the "Complaints" section or by telephone and a period of 5 working days after such date. In the event of any late takeover, the Dealer undertakes to pay a storage fee to ASBIS SK amounting to EUR 1.70 per day. Any goods which have not been taken over even after 90 days shall be sold in the name of ASBIS SK and on behalf of the Dealer, and ASBIS SK's storage costs shall be settled from the proceeds. The remaining proceeds shall be given to the Dealer. If the present paragraph proves to be invalid or ineffective, it shall be understood that the Dealer authorizes ASBIS SK to sell any goods which have not been taken over under this paragraph and ASBIS SK accepts such authorization.

## **Warranty extinguishment**

8.11 A warranty shall not apply to any goods the serial number of which has been removed or is illegible. A warranty shall not apply if the goods have been mechanically damaged, tampered with by an unauthorized person, i.e. not a technician or a person authorized by ASBIS SK, operated in inappropriate conditions (chemically aggressive, humid, strong electric and magnetic field, high or low temperature, excessive dust, seal from the product has been removed, the protective tape on HDD has been damaged) or the warranty certificate has been lost. Similarly, a warranty shall not apply when goods are excessively dirty, obviously mechanically distorted or original labels with the goods' serial number are damaged. A warranty shall not apply in cases when goods were damaged as a result of disasters, electricity failures, malfunction of a different PC component or inappropriate handling. Transport costs related to post-warranty service repair shall be borne by the Dealer. In disputable cases ASBIS SK reserves the right to decide on the legitimacy or illegitimacy of the complaint. When a complaint about "*data storage equipment*" (hard disk and other recording media) is accepted, the Dealer shall not be entitled to compensation for any damage caused by a loss of data as a result of the equipment defect. When the Dealer is returning any goods about which he wishes to complain, at his own risk the Dealer shall save and backup all data which he wishes to retain. ASBIS SK shall not be liable for any lost data or any damage caused as a result. Any entitlements resulting from a warranty may only be received by the Dealer and the Dealer shall not transfer them onto any third party without the prior written consent of ASBIS SK. A warranty shall not apply if instructions for use and maintenance have not been followed or if changes have been made, components have been replaced or consumables have been used which do not correspond to the original specification, or if incorrect software has been used. The same shall apply if the defect has been caused by wrong use, storage and handling with the equipment or actions of third parties, or opening of the device. ASBIS SK shall not be liable for any damage resulting from goods operation. A warranty shall not apply to common wear and tear, minor deviations in colour, size

and/or other qualitative and performance parameters of the goods. Entitlements resulting from the warranty shall not apply to consumable or used materials.

### **Compensation for illegitimate complaints**

8.12 If it has been discovered during the repair that the defect of the product was incurred in a way excluded from warranty repairs or if the defect of the product is not demonstrated, the Dealer shall reimburse ASBIS SK for all costs related to testing and handling (EUR 13.30 for each hour or a part of it, or the amount of costs charged by ASBIS SK's sub-supplier for testing and handling) or pay all other costs related to handling such complaint. In the event of any hidden fault (e.g. liquid spilled on the keyboard, burnt vga card under the cooler or overclocking) which cannot be identified when the complaint is being received, ASBIS SK reserves the right to indemnification by the Dealer if the complaint has not been accepted by the producer. If the Dealer does not agree with the opinion of ASBIS SK's Complaint Department about the illegitimacy of the complaint, ASBIS SK may forward the complaint to the producer or to an authorized service centre. If the complaint is not accepted, the Dealer shall reimburse ASBIS SK for all costs related to the handling of such complaint, while the time needed for resolving such complaint may be extended considerably.

### **Dealers' complaints**

8.13 When making a complaint about any goods, Dealers shall identify the faulty PC set component purchased through ASBIS SK, complain only about such component, specify the defect in detail in the complaint protocol (how it is demonstrated, in what modes, time intervals, etc.). If the Dealer is not able to identify the faulty component or specify the defect for whatever reason, ASBIS SK shall charge all costs related to testing and handling to the Dealer (EUR 13.30 for each hour or a part of it, or the amount of costs charged by ASBIS SK's sub-supplier for testing and handling).

### **Complaint handling period**

8.14 Complaints shall be resolved in the period of time depending on their resolution at the particular service centre, in any case within 60 days after the complaint was made and the goods were handed over at ASBIS SK as referred to in 8.10 above. If goods are handed over directly at a service centre hereunder, the complaint resolution period shall be specified by the service centre in accordance with its complaint terms. The Dealer shall be informed of the resolution of his complaint made directly at ASBIS SK as referred to in 8.10 above through a complaint resolution notification in his customer account on ASBIS SK's web page in the "Complaints" section (i.e. by no other means).

## **9. GOODS TAKEOVER**

9.1 The Dealer shall take over the goods in the form he has chosen in accordance with 3.1 above from a carrier or directly from ASBIS SK at its registered office.

9.2 Goods shall be considered delivered if they have been transported to the delivery place specified in accordance with 3.1 above.

9.3 When taking over the goods, the Dealer shall take over also the delivery note and warranty certificate for the received goods from ASBIS SK or from the carrier. Goods shall be considered taken over when, together with the goods, the Dealer has also taken over the warranty certificate and the delivery note, and has submitted a copy of the signed delivery note to the carrier or to ASBIS SK.

9.4 Ownership of the ordered goods shall be transferred onto the Dealer only after the goods' purchase price has been paid in full.

9.5 ASBIS SK shall hand over the goods only to a natural person who has presented their identity document for the purpose of verifying the identity of the person taking over the goods, the order number, and who is

- a) a natural person - entrepreneur who has ordered the goods; or
- b) a natural person - statutory body of a legal entity (Dealer); or
- c) a natural person – a proxy who has presented a written power of attorney for taking over the goods on behalf of the Dealer with the Dealer’s signature verified by a notary public (or signature of a person authorized to act on behalf of the Dealer); or
- d) a natural person - whom the Dealer has clearly identified in the order as a person authorized to take over the goods.

9.6 ASBIS SK reserves the right to ask the person taking over the goods to prove their identity in order to prevent fraud or damage caused as a result of the fact that the goods were given to an unauthorized person. The Dealer shall inform the authorized person thereof.

9.7 The Dealer shall bear in mind that if the authorized person has refused to prove their identity and ASBIS SK has any reasonable doubts about the identity of such person ASBIS SK shall be entitled to refuse to hand over the goods to such person.

## **10. PERSONAL DATA PROTECTION**

10.1 Personal data protection shall apply to Dealers who are natural persons, Dealers’ contact persons (statutory bodies, employees) and their authorized representatives, as long as they are natural persons, or natural persons authorized to take over goods on behalf of the Dealer as well as users of [www.asbis.sk](http://www.asbis.sk) (hereinafter referred to as “**Data Subjects**”). ASBIS SK spol. s r. o. processes the personal data of Data Subjects 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 with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as “**GDPR**”), Act No. 18/2018 Coll. on Personal data protection, and on amendments and supplements to certain acts, and other general binding legislation (hereinafter referred to as “**PDP Legislation**”). Information about the conditions of personal data processing by ASBIS SK in relation to web users and Dealers is detailed in [Suppliers’ and customers’ privacy protection terms](#) which form an inseparable part hereof.

10.2 [Suppliers’ and customers’ privacy protection terms](#) and [Personal data processing conditions and cookies policy](#) also represent ASBIS SK’s compliance with the information obligation in relation to Data Subjects as referred to in Articles 13 and 14 of GDPR.

10.3 By filling in the registration form, the user provides their personal data to ASBIS SK for the purpose of registration and performance of their mutual rights and obligations resulting from their contractual relationship (order, complaint).

10.4 The Dealer may fill in, change or delete his personal data in the “Registration” section. Personal data is used mainly for performance of rights and obligations resulting from the contractual relationship, complaints handling, communication, performance of statutory obligations, performance of mutual rights and obligations, internal administrative purposes, including keeping the Dealer’s profile in the company’s information systems, marketing purposes, statistical purposes, reporting purposes and promotion of our company.

10.5 ASBIS SK is obliged to disclose certain personal data and data about performed transactions to its partners (e.g. producers for the purpose of reporting purchase information, registering licenses, requests for granting a specific discount and other distributors when verifying solvency). ASBIS SK shall make sure that if any data recipient has its registered office outside EU/EEA, personal data will only be provided to third parties if conditions specified in Article 44 et seq. of GDPR are met.

## **11. DECLARATION ON PERSONAL DATA PROCESSING BETWEEN THE DEALER AS A CONTROLLER AND ASBIS SK AS A PROCESSOR** *(this shall apply only if ASBIS SK sends goods directly to the end customer on behalf of the Dealer)*

### **Recitals and explanation of certain terms**

11.1 The Dealer as a controller processes the personal data of his customers (Data Subjects) for the purpose of performance of rights and obligations resulting from the contract with the Data Subject. For the purpose of performing his contractual obligations the Dealer authorizes ASBIS SK as his processor to perform a part of the contractual obligations on behalf of the Dealer.

11.2 With this Declaration the controller is authorizing ASBIS SK as a processor to process his personal data on behalf of the Dealer as a controller when providing services in accordance with 11.3 below. The subject of the present Declaration is the regulation of the rights and obligations of the controller and the processor in accordance with Article 28 of GDPR and Act No 18/2018 Coll. on Personal data protection, and on amendments and supplements to certain acts (hereinafter referred to as the “**Act**”), as well as other general legislation adopted with respect to personal data protection (hereinafter jointly referred to as “**PDP Legislation**”).

11.3 Based on individual orders placed in accordance with the present Terms (hereinafter referred to as the “**Master Contract**”), the Dealer and ASBIS SK have agreed that ASBIS SK as a processor will provide a Service to the controller. *For the purposes of the present Article 13, ‘Service’ shall be understood particularly, but not exclusively, as goods packaging, dispatch and transport by a courier service and sending goods to the end customer of the controller on behalf of the controller as well as sending a report to the controller about delivery to the end customer.*

11.4 The controller may authorize only such processor to process personal data on his behalf who provides sufficient guarantees for adopting appropriate technical and organizational measures so that personal data processing meets the requirements of GDPR and of relevant legal regulations governing personal data protection and so that the protection of the Data Subject's rights is ensured. The controller represents that he believes that ASBIS SK provides sufficient guarantees in accordance with the previous sentence.

### **Subject, nature, purpose and period of processing**

11.5 The subject of processing includes personal data related to the Data Subject as specified below. The processor shall process personal data by both automated and non-automated means. The processor shall perform processing by automated means in the processor's internal system.

11.6 ASBIS SK undertakes to process personal data on behalf of the controller only for the purpose of performing obligations according to the Master Contract and the present Declaration. The processor shall not process personal data for any other purpose.

11.7 The purpose of processing is performance of rights and obligations resulting from the purchase contract concluded between the controller and the Data Subject, including provision of Services and transport of the ordered goods directly to the Data Subject. The legal basis is the provision of Article 6 (1) (b) of GDPR.

11.8 The processor shall start processing personal data from the date the Master Contract is signed based on the Dealer's individual orders.

11.9 Permitted operations which the processor is authorized to perform when processing personal data include obtaining, collecting, recording, viewing, storing, blocking, provision to relevant authorities/sub-suppliers/producers/couriers and deleting. The processor shall process personal data provided by the controller only in the extent of the permitted operations.

11.10 ASBIS SK shall be entitled to process personal data during a determined period of time, i.e. until termination of the Master Contract. Termination of the Master Contract shall be without prejudice to the provisions of the present Declaration related to confidentiality and liability for damage which shall survive also after termination of the Master Contract.

### **Types of personal data and categories of Data Subjects**

11.11 Personal data processed by ASBIS SK as a processor on behalf of the Dealer shall include mainly title, name, surname, work position (optional), delivery address, telephone number, e-mail address, Skype ID (optional), and order data.

11.12 Data Subject is every natural person who is an end customer of the controller or a person to whom goods are sent for takeover.

### **Processor's rights and obligations**

11.13 ASBIS SK shall be entitled to process personal data only on the basis of the controller's written instructions, including instructions regarding transfer to a third country or international organization (with the exception as referred to in Article 28 (3) (a) of GDPR).

ASBIS SK may process personal data in its information systems as well as in information systems of third parties exclusively within EU/EEA. If any cross-border processing of personal data is expected, the controller agrees with such cross-border processing. Before making the first transfer, ASBIS SK shall inform the controller of the third country to which the personal data is going to be transferred.

11.14 With regard to the latest knowledge, costs of measures and the nature, extent, context and purposes of processing as well as risks with different likelihoods and significance for the rights and freedoms of natural persons, ASBIS SK shall adopt appropriate technical and organizational measures with the aim of ensuring the level of security relevant to such risk (in accordance with Article 32 of GDPR), in particular:

- a) perform pseudonymization and encryption of personal data;
- b) ensure permanent confidentiality, integrity, availability and resistance of processing and service systems;
- c) provide for timely recovery and availability of personal data and access to it in the event of any physical or technical incident;
- d) organize regular testing, assessment and evaluation of the effectiveness of the technical and organizational measures aimed at ensuring the security of processing.

11.15 The processor shall document such measures in accordance with the PDP Legislation. Documentation of the measures adopted is specified in 11.17 below.

11.16 ASBIS SK shall update the adopted measures without any undue delay so that they correspond to changes made to personal data processing until the end of personal data processing under the Master Contract.

11.17 ASBIS SK undertakes to protect the processed personal data against any unauthorized or accidental disclosure, damage, destruction, loss, change, unauthorized disclosure, provision, transfer, publishing or misuse, as well as against any other unacceptable forms of processing, using mainly the following measures:

- a) existence of a guideline for controlling and supporting information security;
- b) determination of roles and responsibilities resulting from the scope of work;
- c) existence of a guideline for remote work and work with mobile equipment;
- d) personal data shall be processed only by authorized persons bound by the confidentiality obligation;

- e) existence of a disciplinary procedure for authorized persons for cases of non-compliance with the defined rules;
- f) assets control and assignment;
- g) definition of information classification, identification and handling procedures;
- h) existence of measures restricting the access to information and to information processing equipment;
- i) introducing the control and management of user access to personal data;
- j) ensuring correct and efficient use of cryptography for securing confidentiality;
- k) proving the information's origin or integrity;
- l) measures to prevent any unauthorized physical access to, destruction of or tampering with information of the organization or information processing equipment;
- m) ensuring correct and safe operation of information processing equipment;
- n) protecting information and information processing equipment against malware (including software updating);
- o) protecting information against loss (particularly by information backups);
- p) data recording and monitoring through secured logs;
- q) ensuring the integrity of operational systems;
- r) ensuring information protection in networks and supporting equipment processing it in the networks;
- s) ensuring the security of transferred information within the organization and with any third party;
- t) integrating information security into information systems throughout their entire lifecycle;
- u) protecting data which will be used for testing (if relevant);
- v) protecting assets of the organization to which suppliers have access;
- w) ensuring consistent and effective access to controlling information security incidents, including communication about security incidents and weaknesses;
- x) integrating information security continuity in the organization's business continuity management system;
- y) ensuring the availability of information processing equipment and creating a procedure for terminating the employment or similar relationship of an authorized person (e.g. handing over the assets assigned, cancelling access rights, instruction about the consequences of violation of a statutory or contractual confidential obligation).

11.18 Having taken into account the nature of personal data processing, ASBIS SK shall provide maximum cooperation to the controller through suitable technical and organizational measures when performing its obligation to adopt measures based on a request of a Data Subject under Chapter III of GDPR (Articles 12 to 23 of GDPR), namely according to the controller's instructions, though mainly on the basis of an express written instruction or request of the controller when performing its information obligation towards the Data Subject in accordance with Articles 13 and 14 of GDPR and when ensuring performance of the rights of the Data Subject under Articles 15-22 of GDPR.

11.19 ASBIS SK shall cooperate with the controller when performing obligations in accordance with Articles 32 to 36 of GDPR with regard to the nature of personal data processing and information available to the processor.

11.20 If ASBIS SK has received any complaint from a Data Subject in relation to personal data processing under this Master Contract, ASBIS SK shall immediately submit it to the controller.

11.21 ASBIS SK shall erase all personal data or return it to the controller after termination of provision of services related to personal data processing based on a decision of the controller, and erase any existing copies containing the personal data, unless a relevant legal regulation requires storage of such personal data.

11.22 The processor undertakes to provide the controller with information necessary for proving compliance with the obligations, and to cooperate during any personal data protection audit and inspection performed by the controller or an auditor authorized by the controller.

11.23 The processor shall inform the controller without any undue delay if the processor believes that any of the controller's instructions violates the PDP Legislation.

11.24 Personal data may be processed only in accordance with the PDP Legislation in such a manner as to prevent any violation of the fundamental rights and freedoms of Data Subjects, particularly their right to preservation of human dignity, or any other unauthorized encroachment on their right to privacy.

11.25 In the event of any inspection performed by a supervisory authority and following a request from the controller, ASBIS SK shall immediately submit all requested documents and information to the controller which are related to protection of personal data processed on behalf of the controller.

11.26 ASBIS SK shall inform the controller of any change in advance so that the controller may assess such change and take any steps to enable him to act in accordance with the PDP Legislation (e.g. to perform the information obligation towards Data Subjects with regard to transfer to a third country).

11.27 Authorized person is every natural person who has contact with provided personal data as a part of their employment or other relationship and who has been instructed about their rights and obligations according to the PDP Legislation.

11.28 The controller is instructing ASBIS SK not to process the collected personal data for a period longer than necessary to achieve the purpose of processing (i.e. 10 years after the supply of goods or, if any court proceedings have been initiated, until the final termination and enforcement of such claims), while in this respect the controller undertakes to give a binding instruction to the processor to erase such data.

### **Confidentiality of information**

11.29 The controller and the processor shall not disclose any personal data which is the subject of processing. The confidentiality obligation shall survive also after termination of the personal data processing.

11.30 The controller and the processor shall oblige any natural persons who come into contact with personal data at the controller's or processor's premises (including other processors and their authorized persons) with the confidentiality obligation. The confidentiality obligation shall survive also after termination of employment or a similar work relationship of such natural person. The confidentiality obligation shall not apply if it is necessary for performance of duties of courts and law enforcement agencies in accordance with a special act and in relation to the Office for Personal Data Protection of SR when performing its duties in accordance with the Act.

### **Authorizing other processors**

11.31 The controller grants a general consent to ASBIS SK to authorize other processors to process personal data. However, ASBIS SK shall inform the controller of the intended change, i.e. of authorizing another processor or replacing an approved processor with another processor, at least 30 days in advance. The Contracting Parties have agreed that ASBIS SK is entitled to involve courier and delivery companies in personal data processing on behalf of the controller, while an updated list of such companies is available on ASBIS SK's web page.

11.32 If ASBIS SK involves another processor in performance of special processing activities on behalf of the controller, ASBIS SK shall (contractually) bind such other processor to perform the same personal data protection obligations as laid down herein or in a different legal act between



the controller and the processor, mainly to provide sufficient guarantees to adopt appropriate technical and organizational measures to ensure compliance of personal data processing with the requirements of the PDP Legislation. If another processor has failed to perform its personal data protection obligations, ASBIS SK shall be liable towards the controller.

### **Controller's rights and obligations**

11.33 The controller undertakes to:

- a) process personal data for the specified purpose exclusively;
- b) make sure that only such personal data is processed the extent and content of which correspond to the purpose of its processing and which are necessary for achieving it;
- c) ensure that personal data is processed and used exclusively in the manner corresponding to the purpose for which the personal data has been acquired;
- d) inform ASBIS SK in writing of the name of the controller's data protection officer, if appointed;
- e) adopt relevant organizational, personal and technical security measures for the purpose of personal data protection in accordance with Article 24 of GDPR;
- f) cooperate with ASBIS SK when performing the Master Contract and the present Declaration;
- g) process personal data in accordance with the principles of morality, in respect of personality and privacy protection principles, and act in a manner which is not contradictory to the PDP Legislation or the Master Contract, including the present agreement;
- h) not to disclose any personal data that the controller processes; the confidentiality obligation shall survive also after termination of personal data processing; the controller shall demonstrably bind authorized persons with the confidentiality obligation in relation to the personal data;
- i) perform all obligations mandated by the PDP Legislation applicable to the controller, mainly provide all necessary cooperation to the relevant authorities; in such case the controller shall still ensure the availability of all affected records and prevent them from being erased automatically;
- j) inform ASBIS SK in due time if the controller has received:
  - a request from Data Subjects to make their personal data available or to provide ASBIS SK with information about the status of processing of such data;
  - a complaint or request from Data Subjects in relation to obligations in accordance with the PDP Legislation, mainly requests for erasure of personal data, related to ASBIS SK; or
  - questions from authorities responsible for data protection and its inspection (e.g. Office for Personal Data Protection) which requires cooperation with ASBIS SK.

11.34 The controller shall always keep the control of and responsibility for personal data. If any Data Subject asks for provision of information about personal data processing, for correction of personal data, objects against the legality of personal data processing or asks for termination of personal data processing, or for erasure or blocking of personal data in any other form, the controller shall give an immediate written instruction to ASBIS SK to take all necessary steps if the request of the Data Subject requires cooperation with ASBIS SK. The written instruction may also be sent by e-mail to [mojedata@asbis.sk](mailto:mojedata@asbis.sk).

11.35 The controller shall be liable for any damage incurred as a result of culpable violation of obligations resulting from the present Terms, PDP Legislation or other general binding legal regulations or for any damage caused in relation to the present Declaration.

## **12. Sanctions, Embargoes and Other Restrictions**

12.1 ASBIS SK SK and Dealer shall guarantee that neither of them ever did, is doing or will be doing any actions, directly or indirectly, which are in violation of the U.S. Export Administration Regulations; and/or the U.S. International Traffic in Arms Regulations; and/or applicable U.S.



sanctions and embargoes administered by the U.S. Department of the Treasury; and/or the European Union's Regulations; and/or OFAC and/or EU sanctions; and/or applicable controls; and any subsequent re-enactments or amendments thereof being in force and affecting the Goods. Dealer also guarantees and confirms that neither Dealer nor its management, shareholders or founders is subject to sanctions applied by any international institutions and/or the U.S. and/or the European Union. Imposition of sanctions by any international institutions and/or the U.S. and/or the European Union to Dealer shall be a non-negotiable ground for an immediate termination of sale of Goods to Dealer by ASBIS SK unilaterally.

12.2 Where Dealer will work with the Dealer's suppliers, customers, end-users, and/or other parties, this entire Clause 12 is applicable to those transactions. In all cases, the Dealer is liable for the actions of the third parties it engaged with.

12.3 Dealer hereby certifies that all and every product(s) purchased from ASBIS SK will not be exported, sold, or transferred in violation of:

- a) the U.S. Export Administration Regulations;
- b) the U.S. International Traffic in Arms Regulations (ITAR);
- c) applicable U.S. sanctions and embargoes administered by the U.S. Department of the Treasury; and
- d) the European Union's Regulations and any subsequent re-enactments or amendments thereof being in force and affecting the export of the products.

12.4 Without limiting the foregoing, Dealer explicitly agrees and undertakes not to sell, offer or otherwise transfer the products that are subject to OFAC and/or EU sanctions and/or applicable controls to customers located in CUBA, IRAN, NORTH KOREA, SUDAN, SYRIA or to other restricted parties, embargoed or sanctioned countries and/or territories, which, restrictions, in particular, may be found (including but not limited) here:

- a) <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>,
- b) <https://www.bis.doc.gov/index.php>,
- c) <https://www.sanctionsmap.eu/>.

Dealer acknowledges that it bears its responsibility to familiarize with the applicable sanctions and regulations.

12.5 ASBIS SK and Dealer certify that they will not transfer, export, or re-export, directly or indirectly to any party listed by the U.S. Government, and/or EU Council and/or under any other applicable law as prohibited from receiving products and that we are not on, or under control of anybody on, any such lists.

12.6 ASBIS SK and Dealer hereby acknowledge that certain manufacturers and vendors may restrict sales of their products into or outside of specifically designated territories or to some persons or entities. Dealer certifies and agrees to comply with all such restrictions as may be advised to him at any time and from time to time either by fax, email, or publishing at [http://www.ASBIS\\_SK.com/territory-restrictions](http://www.ASBIS_SK.com/territory-restrictions) and incorporated herein by reference or through any other means of communication and not to market, offer, sell, transfer, export, dispose or ship such products into or outside of designated territories. In case of such restrictions or embargoes or bans, the Dealer shall declare and ensure:

- that it would be financially liable for non-compliance with provisions of the relevant notification provided by ASBIS SK as it is stated above;
- that each of Dealer's employees shall be informed of and trained regarding the obligations under such communication and shall comply with such terms;

- that Dealer shall indemnify and hold ASBIS SK harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from or relating to or arising out of the breach or nonfulfillment of manufacturer's or vendor's restrictions, embargo or ban as the Dealer would be notified by ASBIS SK.

In case of violation of the conditions of the manufacturer or vendor, including restriction of sales of their products into or outside of specifically designated territories or to some persons or entities, ASBIS SK will have its right to initiate the procedure of Dealer's de-authorization as a partner of ASBIS SK.

### **13. ARBITRATION CLAUSE**

13.1 Any disputes resulting from or related to the present Terms (including disputes regarding non-contractual claims) shall be definitely resolved by the General Court of Arbitration of SR, Dunajská 8, 811 08 Bratislava, Slovak Republic, by one arbiter appointed by the Court of Arbitration according to the Court's internal regulations, with court proceedings a possibility in accordance with § 22a (1) of Act No. 244/2002 Coll. The language of the arbitration proceedings shall be Slovak. The arbitration clause shall be governed by Slovak legislation.

### **14. FINAL PROVISIONS**

14.1 The present Terms became valid and effective on April 1, 2022.

14.2 ASBIS SK shall be entitled to issue new Terms or amend them at any moment. ASBIS SK shall inform customers and web page users of any amendment of the Terms on the web page or in any other suitable form so that Dealers may become familiar with the updated version of the Terms without any unreasonable difficulties.

14.3 The present Terms represent the full agreement of the Contracting Parties with regard to their subject and are replacing and repealing any of their prior contracts and agreements which the Contracting Parties concluded in the past and which are related to the subject of the Terms.