Terms and Conditions for Purchase Agreements and Orders

I. Introductory Provisions

These Terms and Conditions for Purchase Agreements and Orders (the "Terms") constitute an integral annex to the Purchase Agreements and Orders entered into between the buyer, CAREOFAIR s. r. o., having its registered office at Kpt. Nálepku 454/321, 018 61 Beluša, Company Identification No. (IČO): 46 732 101, registered in the Commercial Register of the District Court in Trenčín, Section Sro, File No. 26503/R (the "Buyer"), and the other contracting party acting as seller (the "Seller"). The rights and obligations of the Buyer and the Seller arising from a Order entered into between them (the "Agreement") shall be governed by these Terms, unless otherwise provided in the Agreement.

II. Terms of Delivery

1. The Seller shall duly and punctually supply the goods or services (the "Subject Matter") in accordance with the Agreement, with professional care, at its own expense and risk.

2. When delivering and transporting the Subject Matter to the place of delivery specified in the Agreement (the "Place of Delivery"), the Seller shall take all necessary measures to ensure that the Subject Matter is delivered safely and free from any defects to the Place of Delivery.

3. The Seller shall deliver the Subject Matter to the Place of Delivery by the date agreed in the Agreement (the "Delivery Date").

4. The Seller may perform its obligations specified in paragraphs 2 and 3 of this Article of the Terms through a third party.

5. Where the Seller engages a third party to perform the obligations set out in paragraphs 2 and 3 of this Article of the Terms, it may do so without the Buyer's written consent.

6. Where the Seller performs its obligations specified in paragraphs 2 and 3 of this Article of the Terms through a third party, it shall be liable for that third party's acts as if they were its own.

7. Where the Seller delivers the Subject Matter to the Place of Delivery through a third party, it shall have no claim against the Buyer for reimbursement of expenses reasonably incurred in engaging that third party. Accordingly, in such a case the Buyer shall not bear all costs associated with arranging delivery of the Subject Matter to the Place of Delivery in full.

8. If, between the conclusion of the Agreement and delivery of the Subject Matter to the Place of Delivery, the price of any fuel required for delivery increases, the Seller shall have no claim against the Buyer for payment of the difference between the average fuel price at the time the Agreement was concluded and the average fuel price at the time the Subject Matter is delivered.

9. If the Subject Matter is not delivered to the Place of Delivery by the Delivery Date in accordance with the Agreement, irrespective of whether delivery is effected by the Seller itself or through a third party, the Buyer shall be entitled to a contractual penalty of 0.5% of the agreed purchase price specified in the Agreement for each day or part of a day of delay in delivering the Subject Matter to the Place of Delivery, until the Subject Matter is delivered to the Place of Delivery or until the date on which the Buyer's demand for payment of that contractual penalty is received.

10. The Buyer's assertion against the Seller of a claim for a contractual penalty in any amount calculated under paragraph 9 of this Article of the Terms shall be without prejudice to any claim for compensation for damage arising as a result of the Buyer's failure duly to perform its obligation.

11. If the Seller becomes aware that it will be unable to perform the obligations specified in paragraphs 2 and 3 of this Article of the Agreement, it shall immediately inform and alert the Buyer accordingly.

12. If the Seller is late in performing the obligations specified in paragraphs 2 and 3 of this Article of the Agreement, the Buyer shall be entitled to arrange substitute delivery to the Place of Delivery, through a third party, of goods corresponding in quality and quantity to the Subject Matter ("Substitute Delivery").

13. Where the Buyer arranges Substitute Delivery under paragraph 12 of this Article of the Agreement, it shall be entitled to reimbursement by the Seller of all substantiated expenses reasonably incurred in arranging that Substitute Delivery. Upon receipt of a demand for payment of those expenses together with a notice that substitute performance has been arranged (the "Notice"), the Seller shall reimburse those substantiated and reasonably incurred costs of arranging Substitute Delivery in full, in the amount specified by the Buyer.

14. The Agreement shall terminate on the date on which the Seller receives the Notice, and the Buyer shall be entitled to repayment by the Seller of any advance payments made on the basis of an Advance Invoice.

15. If no Delivery Date is specified in the Agreement, the Seller shall deliver the Subject Matter to the Place of Delivery within the period specified by the Buyer in its demand for delivery of the goods.

16. The Seller declares that it has sufficiently familiarised itself with the documents submitted by the Buyer specifying the characteristics of the Subject Matter, which set out all characteristics and technical parameters of the Subject Matter that are material to the Buyer (the "Specification"). The Seller declares, in accordance with its duty to exercise professional care, that it has duly familiarised itself with the Specification and considers it sufficient for the due and punctual delivery of the Subject Matter. Any failure by the Seller to familiarise itself with the Specification with professional care shall not release the Seller from liability for the due and punctual delivery of the Subject Matter, nor shall it entitle the Seller to reimbursement by the Buyer of any additional costs incurred as a result in connection with delivery of the Subject Matter.

17. The Seller declares that it shall deliver the Subject Matter to the Buyer to a standard of quality at least equal to that specified by the Buyer in the Specification.

18. The Parties acknowledge that the Specification may also form part of the Agreement itself.

19. The Seller shall deliver the Subject Matter to the Place of Delivery together with all necessary documentation forming part of the Subject Matter or required for its proper and safe use (the "Documentation").

III. Payment Terms and Price of the Subject Matter

1. The price of the Subject Matter (the "Price") is fixed in the Agreement and may not be changed unilaterally without the other Party's prior written consent.

2. If, between the conclusion of the Agreement and delivery of the Subject Matter of the purchase, the rate of inflation or the price of the materials of which the Subject Matter consists increases, this shall not entitle the Seller to increase the Price unilaterally. In such a case, the Seller shall have no claim for payment of the difference between the costs of procuring the Subject Matter at the time the Agreement was concluded and the costs of procuring the Subject Matter at the time of its delivery on the terms set out in the Agreement.

3. The Buyer shall pay the Price duly and punctually in accordance with the Agreement, within the payment period (the "Payment Period") specified in the Agreement (the Price Payment Terms table). For the avoidance of doubt, the Parties agree that the Seller's entitlement to payment of the Price cannot arise before delivery of the Subject Matter, provided that all conditions set out in Article V, paragraph 2(a) to (c) of the Terms have been satisfied cumulatively and that the Acceptance Certificate has been signed in accordance with these Terms.

4. If the due date for payment of the Price falls on a Saturday, Sunday, non-working day or public holiday, the Price of the Subject Matter shall be payable on the next working day following that due date.

5. If the Agreement requires the Buyer to make an advance payment to the Seller before delivery of the Subject Matter, the Seller shall issue, no later than 5 days after the Agreement is concluded, a proper advance invoice containing the same particulars as those specified in paragraph 10 of this Article of the Terms (the "Advance Invoice").

6. The Parties declare that any payment made by the Buyer before delivery of the Subject Matter shall constitute an advance payment or payment on account.

7. Payment of the Advance Invoice by the Buyer shall not oblige the Buyer to accept the Subject Matter subsequently delivered if it contains any Defects referred to in Article IV of the Terms.

8. If the Seller is more than 5 calendar days late in preparing the Advance Invoice, the Buyer shall be entitled to a contractual penalty payable by the Seller of 0.5% of the total Price of the Subject Matter for each day or part of a day of the Seller's delay in performing that obligation, until the Seller duly prepares the Advance Invoice and it is duly delivered to the Buyer, or until the Buyer asserts its claim for payment of the contractual penalty. If the Seller is more than 15 calendar days late in issuing the Advance Invoice, its entitlement to the advance payment agreed in the Agreement shall lapse, and it shall deliver the Subject Matter to the Buyer without an advance payment being made.

9. The Buyer's assertion of a claim for the contractual penalty specified in paragraph 8 of this Article of the Terms shall be without prejudice to its claim against the Seller for compensation for damage.

10. Without undue delay after delivery of the Subject Matter, provided that all conditions set out in Article V, paragraph 2(a) to (c) of the Terms have been satisfied cumulatively and the Acceptance Certificate has been signed by both Parties in accordance with the Terms, the Seller shall prepare and send to the Buyer a proper accounting invoice, which shall conform to the Agreement and contain all substantive and formal particulars required by the applicable generally binding legal regulations (the "Invoice"). For the avoidance of doubt, unless the Seller has cumulatively satisfied the delivery conditions set out in Article V, paragraph 2(a) to (c) of the Terms and the Acceptance Certificate has been drawn up and

signed as a substantive legal prerequisite to entitlement to payment of the Price, no entitlement to payment of the Price shall arise and the Seller shall not be entitled to issue an Invoice.

11. If an Invoice or Advance Invoice does not comply with the conditions set out in the Agreement or the Terms, the Buyer may dispute that Invoice (an "Invoice Dispute"), in which case the Payment Period shall be suspended. The Payment Period shall recommence on the date on which the Buyer receives a new, corrected invoice that conforms to the Agreement (the "Corrected Invoice").

12. An Invoice Dispute raised by the Buyer under the preceding paragraph of this Article of the Terms shall not affect the Seller's obligation duly and punctually to deliver the Subject Matter to the Place of Delivery by the Delivery Date in accordance with Article II, paragraphs 2 and 3 of the Terms.

13. Where an Invoice Dispute is raised in respect of an Invoice under the condition set out in paragraph 4 of this Article of the Terms, the Seller shall have no claim against the Buyer for compensation for damage resulting from non-payment of the price of the Subject Matter. The Seller shall have a claim against the Buyer for compensation for damage resulting from non-payment of the price of the Subject Matter if and only if the Buyer fails to pay that price duly and punctually upon expiry of the period specified in the Agreement or, as applicable, the payment period specified in the Corrected Invoice.

14. The Parties declare that, even if the Price is identical to the price of the Subject Matter stated in a quotation sent by the Seller to the Buyer, that quotation shall not be regarded as an offer to enter into an agreement. The Parties acknowledge that the Agreement shall be concluded only upon its signature by both Parties, with the content specified in that Agreement and these Terms.

15. The Seller declares that it is aware that the content of these Terms is material to the Buyer's decision to enter into the Agreement and that, if the Terms did not form part of the Agreement, the Buyer would not wish to enter into it. The Seller is aware of this fact before entering into the Agreement, agrees to it and has no reservations in that regard.

16. If the Seller delivers the Subject Matter in a greater quantity or to a higher standard of quality than agreed in the Agreement, it shall not be entitled unilaterally to increase the Price payable by the Buyer.

17. The Seller shall package the Subject Matter appropriately for transport so as to prevent any damage to it.

18. The Price of the Subject Matter includes all costs, fees and charges of the Lessor associated with procuring and delivering the Subject Matter. The Parties agree that the Price also includes all customs duties and taxes, and all costs, fees and charges payable in respect of any items and other assets intended to be used in procuring delivery of the Subject Matter.

IV. Defects in the Subject Matter

1. The Seller shall deliver the Subject Matter to the Place of Delivery duly and punctually, free from any defects, whether in fact or in law.

2. For the avoidance of any doubt between the Parties, the Subject Matter shall be deemed delivered and the Seller's obligation duly to deliver the Subject Matter in accordance with the Agreement and the Terms shall be deemed performed only upon cumulative satisfaction of the following conditions:

- **a.** the Subject Matter has been duly delivered, free from any Defects specified in this Article of the Terms;
- **b.** the Subject Matter has been delivered by the Delivery Date;
- **c.** the Subject Matter has been delivered to the Place of Delivery;
- **d.** the Subject Matter has been delivered together with all relevant and necessary Documentation relating to it;
- **e.** an Acceptance Certificate for delivery of the Subject Matter has been duly signed on behalf of the Buyer. The Acceptance Certificate shall be deemed duly signed on behalf of the Buyer if signed by the Buyer's statutory representative or a person authorised by that statutory representative. In the event of doubt as to a person's authority to act on behalf of the Buyer, the burden of proof shall rest with the Seller.

3. If the Seller delivers Subject Matter with defects in fact or in law, it shall be fully liable for those defects under this Article of the Terms and, subsidiarily, under the relevant provisions of generally binding legal regulations.

4. The Seller shall also be liable for defects arising during transport of the Subject Matter to the Place of Delivery and for defects arising from any act of a third party engaged by the Seller to deliver the Subject Matter to the Place of Delivery.

5. The Subject Matter shall be defective, in particular, where:

- **a.** it has any defects in law;
- **b.** it is not delivered to the Buyer to at least the standard of quality:
  - **i.** agreed between the Parties;

ii. required under the applicable generally binding legal regulations or technical standards in force in the Slovak Republic;

c. it is delivered in a quantity smaller than that agreed between the Parties;

d. the Seller has not supplied the Buyer with the relevant Documentation together with the Subject Matter.

6. Where the Subject Matter has defects, including those specified in paragraph 5(a) to (d) of this Article of the Terms ("Defects"), the Seller shall be fully liable for them in all circumstances. For the avoidance of doubt, the Parties agree that their agreement as to qualitative and quantitative characteristics shall take precedence over technical characteristics required under generally binding legal regulations or technical standards in force in the Slovak Republic, or over the quality characteristics normally possessed by the Subject Matter in comparable cases.

7. For the avoidance of any doubt between the Parties, the Parties acknowledge that, for the purposes of the Agreement, every Defect in the Subject Matter shall be considered a material Defect. If any Defect occurs, the Buyer shall have the following remedies:

a. the right to have the Defect remedied free of charge by the Seller on the terms set out in paragraphs 10 to 13 of this Article of the Terms;

b. the right to payment of a reduction in the Price, calculated as the difference between the Price paid and the actual value of the defective Subject Matter;

c. the right to withdraw from the Agreement, subject to the provisions of Article VII of the Terms.

8. The Seller acknowledges and agrees that, if a Defect occurs in the Subject Matter, the Buyer may choose which of the remedies arising from the Seller's liability for Defects specified in paragraph 7(a) to (c) of the Terms it wishes to pursue against the Seller.

9. If the Subject Matter has several Defects, the Buyer may combine the remedies for Defects in the Subject Matter specified in paragraph 7(a) to (c) of this Article of the Terms, to which the Seller agrees without reservation.

10. Where the Subject Matter has Defects and the Buyer exercises its right to have them remedied under paragraph 7(a) of this Article of the Terms, the Seller shall remedy those Defects without undue delay after the Buyer has notified them.

11. If the Seller fails to remedy the Defects without undue delay or within a reasonable period specified by the Buyer in its notice of Defects in the Subject Matter, the Buyer may have the Defects remedied by a third party. In such a case, the Buyer shall be entitled to recover from the Seller all costs and funds reasonably expended in having the Defect remedied by that third party.

12. If the Seller fails to remedy the Defects in accordance with paragraph 10 of this Article of the Terms, the Buyer shall be entitled to a contractual penalty of 0.5% of the total Price for each day or part of a day of delay in remedying the Defect, until that Defect is remedied, until receipt of the Buyer's demand asserting the contractual penalty, or until the Defect is remedied by a third party engaged by the Buyer on the terms set out in paragraph 11 of this Article of the Terms.

13. The assertion of a claim for a contractual penalty under the preceding paragraph of this Article of the Terms shall be without prejudice to the Buyer's right to compensation for damage from the Seller.

V. Acceptance of the Subject Matter

1. The Subject Matter shall be deemed delivered when it is delivered by the Seller and accepted by the Buyer free from any Defects, as evidenced by an acceptance certificate signed by authorised persons (the "Acceptance Certificate"). The Acceptance Certificate shall identify the Parties, identify and provide basic particulars of the Subject Matter, list the documents and records handed over, confirm that the Seller hands over the Subject Matter to the Buyer and that the Buyer accepts it from the Seller, and state the date of handover and acceptance. The Acceptance Certificate shall be signed on behalf of the Buyer in accordance with Article IV, paragraph 2(e) of the Terms.

2. The Buyer shall be obliged to accept the Subject Matter from the Seller only if:

a. the Subject Matter is free from any Defects;

b. the Seller has handed over the relevant Documentation to the Buyer together with delivery of the Subject Matter;

c. all certificates recording the results of any necessary tests or measurements (each a "Certificate") have also been handed over to the Buyer upon delivery of the Subject Matter, duly signed and authenticated by persons authorised to issue them, where such Certificates are required before the Subject Matter may be properly used.

3. Where the Agreement between the Parties, generally binding legal regulations or technical standards in force in the Slovak Republic require regular inspections of the Subject Matter, the Seller shall duly and punctually carry out those inspections at regular intervals in accordance with those requirements ("Inspections").

4. The Seller shall provide the Buyer with the relevant certificate and documentation confirming that such Inspections have been carried out, signed and authenticated by a person authorised to carry out the Inspection and to prepare documentation confirming its completion.

5. Where the Agreement between the Parties, any applicable generally binding legal provision or technical standard in force in the Slovak Republic specifies a deadline for an Inspection of the Subject Matter (the "Inspection Deadline"), the Seller shall carry out the Inspection by that Inspection Deadline.

6. The Seller may engage a third party to perform an Inspection without the Buyer's consent, but solely at the Seller's expense. The Seller shall be liable for that third party's acts as if they were its own.

7. If the Seller fails to carry out an Inspection by the Inspection Deadline, the Buyer shall be entitled to a contractual penalty payable by the Seller of 0.5% of the Price of the Subject Matter for each day or part of a day of failure to perform that obligation, until the Seller carries out the Inspection or until receipt of the Buyer's demand for payment of the contractual penalty.

8. The Buyer's assertion of a claim for the contractual penalty specified in paragraph 7 of this Article of the Terms shall be without prejudice to its claim for compensation for damage.

9. If proper use of the Subject Matter requires particular skills, the Seller shall train the Buyer and explain any particular requirements for using the Subject Matter. The Seller shall provide evidence that it has performed this obligation.

10. If the Seller fails to perform the obligation set out in paragraph 9 of this Article of the Terms and the Buyer or any third party suffers damage as a result of improper handling of the Subject Matter, the Seller shall be fully liable for that damage.

11. Risk of damage shall pass from the Seller to the Buyer upon acceptance of the Subject Matter.

VI. Warranty

1. The warranty period for the Subject Matter shall be one year or such period as is specified in a separate agreement between the Buyer and the Seller. The warranty period shall commence on the date on which the Buyer accepts the Subject Matter from the Seller, to which the Seller expressly agrees.

2. The Seller warrants that, throughout the warranty period, the Subject Matter shall possess all characteristics agreed in the Agreement, particularly the agreed quality, and shall meet all parameters required under the applicable generally binding legal regulations and technical standards in force in the Slovak Republic.

3. The Seller shall commence remedying all Defects arising during the warranty period no later than 3 calendar days after receipt of the Buyer's notice of Defects in the Subject Matter, except for Defects giving rise to a risk of an emergency or extensive damage, in which case the Seller shall commence immediately and without delay upon receipt of that notice. The Seller shall remedy all other Defects within a period reasonable having regard to the nature of the Defect, but in any event no later than 15 calendar days. If the Seller fails to commence remedying the Defects or fails to remedy them in accordance with this paragraph of this Article of the Terms, the Buyer shall be entitled to a contractual penalty of 0.5% of the total Price for each day or part of a day of the Seller's delay in performing the obligation. If the Seller fails to remedy the notified Defects within the period specified in this paragraph of this Article of the Terms or within a period agreed by the Parties, the Buyer may have those Defects remedied by a third party, and the Seller shall reimburse the Buyer for the resulting costs in full.

4. If 3 defects occur in the same part of the Subject Matter, the third such Defect shall in every case be remedied by replacing that part with a new, defect-free and undamaged identical part. The Seller shall provide the Buyer with evidence that this has been done.

5. The Buyer's assertion against the Seller of a claim for the contractual penalty specified in paragraph 3 of this Article of the Terms shall be without prejudice to the Buyer's right to compensation from the Seller for damage suffered.

VII. Withdrawal from the Agreement

1. The Buyer may withdraw from the Agreement if the Seller:

- **a.** is more than 10 calendar days late in delivering the Subject Matter or any part thereof;
- **b.** is late in remedying Defects in the Subject Matter or is more than 10 calendar days late in commencing to remedy Defects in the Subject Matter.

2. The Seller may withdraw from the Agreement if the Buyer is 30 calendar days late in paying the Price.

3. Withdrawal from the Agreement shall take effect upon receipt by the other Party of written notice of withdrawal. The Agreement shall terminate on the date on which withdrawal takes effect. Section 351(2) of the Commercial Code shall not apply to withdrawal from the Agreement. If, before withdrawal from the Agreement, a Party has

provided performance to the other Party without receiving the agreed counter-performance, the Party undertakes to return that performance to the other Party without undue delay after termination of the Agreement.

4. Withdrawal from the Agreement shall not affect claims for compensation for damage arising from breach of the Agreement, claims for payment of sanctions for breach of the Agreement, claims arising from liability for Defects in the Subject Matter, contractual provisions concerning the choice of law, or contractual provisions concerning dispute resolution.

VIII. Licensing Provisions

1. If the Subject Matter includes supplying to the Buyer, or enabling the Buyer to use, any subject matter of intellectual property protected by the applicable generally binding legal regulations, in particular a copyright work or bespoke Software (the "Intellectual Property"), the Seller grants the Buyer an exclusive licence, granted free of charge and without limitation as to time, territory or extent, to use that Intellectual Property, in whole or in part, in any and every manner known at the time the Agreement is concluded. This includes copying, translation, adaptation, modification, alteration (including, in the case of databases, any extraction and re-utilisation), correction, creation of derivative works, completion, distribution, publication, decompilation, reverse translation to ascertain source code, combination with other intellectual property, transfer, and use by the Buyer.

2. Notwithstanding any other provision of the Agreement, the Buyer may analyse, test, operate, implement, copy, disclose to the public, decompile, combine, transfer, translate, adapt, modify and/or alter the Intellectual Property, including through third parties. Where the Intellectual Property (in particular Software) is by its nature also intended for third parties (for example, the Buyer's clients), those third parties may also use it if the Buyer so decides, without the Seller's prior consent. For the avoidance of doubt, the Buyer may grant permission for any and every use of the Intellectual Property (a sublicence) to third parties through which the Buyer will analyse, test, operate, implement, copy, disclose to the public, decompile, combine, transfer, translate, adapt, modify and/or alter the Intellectual Property, or to third-party suppliers that, in the Buyer's sole assessment, require access to the Intellectual Property in order to perform their obligations to the Buyer. The Buyer may assign the licence to a third party.

3. For the avoidance of doubt, the licence without limitation as to time under this Article of the Terms means a licence granted for the duration of the author's economic copyright in the Intellectual Property. The Buyer is not required to identify the Intellectual Property with the author's name. The Seller may not revoke this licence.

4. Unless otherwise agreed in the Agreement, no licence shall be restricted by reference to the number of servers, concurrent users or specified processors, or to particular hardware or particular natural persons.

5. Unless the Agreement expressly provides otherwise, where any Software is created or supplied as part of the Subject Matter, or the Buyer is enabled to use any Software as part of the Subject Matter, the Seller shall supply to the Buyer, as part of that Software, the machine code and properly commented source code for all modules of that Software, including (i) all diagnostic Software required to monitor that Software; (ii) database models; (iii) complete Documentation, including developer Documentation; (iv) Software intended for diagnostics, further development, support and modification of the Software, such as CASE tools; and (v) technical information required to compile, install, use, reproduce, modify, maintain and improve that Software, in particular associated interface definition files and scripts used to control compilation or installation (the "Source Code").

6. The Parties agree that the term "Software", when used in the Terms or the Agreement, means a set of commands and instructions used directly or indirectly in a computer. Preparatory material necessary for its preparation and use, together with Documentation, shall form an integral part of the Software. Software includes, without limitation, a computer program, operating system software, application software and a software module.

IX. Service of Documents

1. The Parties shall serve on the other Party all written documents by which they exercise rights or perform obligations arising from or under the Agreement ("Written Documents") by a postal service provider, for delivery to the addressee in person, at the other Party's address stated in the Agreement or at its registered office address as recorded in the Commercial Register.

2. Written Documents shall be deemed served:

- **a.** on the date they are received by the Party to which they are addressed;
- **b.** on the date the Party to which they are addressed refuses to accept them;
- **c.** on the date they are returned to the sending Party for any reason.

3. The acknowledgement of receipt shall constitute evidence for determining whether a Written

Document has been served in accordance with paragraph 2 of this Article.

X. Special Provisions

1. The Parties agree that the legal relationship arising from the Agreement and all contractual rights and obligations arising from it shall be governed by the laws of the Slovak Republic, in particular the provisions of the Commercial Code.

2. The Parties further agree that their rights and obligations not expressly regulated in the Agreement shall be governed by the relevant provisions of the Commercial Code. Where no relevant provision of the Commercial Code can be applied to such rights and obligations, they shall be governed in accordance with the principles of analogia legis and analogia iuris.

3. The Parties agree that any dispute arising from the Agreement shall be resolved by the ordinary courts of the Slovak Republic. The Parties further declare that they exclude resolution by arbitration or arbitral proceedings of any dispute arising from or relating to the Agreement.

4. The Parties agree that, in the event of any dispute, the competence and jurisdiction of the ordinary courts shall be determined, in particular, in accordance with Act No. 160/2015 Coll., the Code of Civil Contentious Procedure, as amended, or other similar generally binding procedural legal regulations in force in the Slovak Republic.

5. The Parties agree that any dispute arising from the Agreement shall be heard before an ordinary court of the Slovak Republic in the Slovak language.

XI. General and Final Provisions

1. The Buyer may unilaterally set off any of its claims arising from the Agreement against a claim of the Seller.

2. The Seller may not transfer any right arising from the Agreement, including any claim against the Buyer, to a third party without the Buyer's prior written consent.

3. The Terms constitute terms and conditions which the Buyer may amend unilaterally. Unless the Buyer and the Seller agree otherwise, upon expiry of 15 days after notification of a new version of the Terms, the amended version of the Terms shall cease to be valid and shall be replaced in its entirety by the new version of the Terms. Unless the Buyer and the Seller agree otherwise, the new version of the Terms shall apply to all Purchase Agreements and Orders entered into between the Buyer and the Seller and existing on the date on which the new version of the Terms takes effect, and to all Agreements entered into between them after the Terms take effect.

4. These Terms shall take effect on (to be completed).

At _____	At _____
on _____	on _____
Buyer:	Seller:
_____	_____
CAREOFAIR s. r. o.	
RNDr. Martin Petríček,	
Managing Director	