

General Terms and Conditions of LAST MILE, spol. s r. o.

Article I Introductory provisions

1.1 These general terms and conditions of LAST MILE spol. s r.o., with registered office at Cesta na Senec 2/A, Bratislava - Ružinov 821 04, ID No.: 36 353 353, registered in the Commercial Register of the Municipal Court of Bratislava III, sec. 45560/B ("LAST MILE") regulate the commercial legal relations between LAST MILE in connection with the provision of services, supply of goods and works and provision of other services to legal entities and natural persons who are entrepreneurs.

1.2 Commercial legal relations between LAST MILE and legal entities and natural persons are governed by a contract, of which these General Terms and Conditions (hereinafter referred to as "General Terms and Conditions") are an integral part, in accordance with the law of the Slovak Republic.

Article II Definition of basic terms

2.1 "Customer" is a natural or legal person who has entered into an agreement with LAST MILE for provision of services.

2.2 "Supplier" is LAST MILE.

2.3 "Parties" are the Customer and the Supplier.

2.4 The Agreement on the provision of services ("Agreement") consists of both the text of the body of the Agreement and its parts which is the identification data of the Contracting Parties, including the address, contractual arrangements and signatures of the Contracting Parties parties, as well as from other inseparable parts of the Agreement. The General Terms are an integral part of the Agreement business conditions, special conditions, annexes to the Agreement containing the scope of the service ("Annexes"), if applicable amendments to the Agreement and other parts of the Agreement that are marked for them. Word designation Contract can depending on the context, refer to the text of the body of the Agreement or to a summary of all parts of the Agreement.

2.5 The relations between LAST MILE and the Customer are governed by the provisions of the Agreement, Act no. 513/1991 Coll. The Commercial Code in its current version and other valid legal regulations of the Slovak Republic Republic; conflicting provisions are not taken into account.

2.6 "Interested person" is a natural or legal person who has expressed an interest to the LAST MILE company in conclusion of the Contract. The provisions of the General Terms and Conditions also apply appropriately to the Interested Party.

2.7 "Service" or "Services" means the performance provided by LAST MILE to the Customer.

"Service" or "Services" also means performance provided by LAST MILE to a third party with its consent to the Customer's account and charge. In the event that LAST MILE provides the Customer with a composite performance that consists in the provision of services, the supply of goods, or the creation of a work, such performance is in General terms and conditions, the body of the Agreement, or another part of the Agreement jointly named as Services. A more detailed regulation of the business conditions for individual types of performance must be interpreted in accordance with this definition of Services. The services relate primarily to SLP or ELE systems (low-current systems or high-current systems), the services are not public electronic communications services according to the Electronic Communications Act.

2.8 "Receipt protocol" is a written document that confirms the delivery of the requested Services To the customer.

2.9 "Principles of proper use of the service" are guidelines that may be established by LAST MILE for for the purpose of ensuring the scope or quality of the Services.

2.10 "EPS" means electrical fire alarm as a fire engineering device.

2.11 "Camera system" is a closed television circuit enabling television transmission and visualization of current events, especially the security situation, in the monitored premises.

2.12 "Access system" is a mechanism for controlling access and identification when entering the premises while desired transitions are usually managed by selected access rights.

2.13 "Electronic security system" is a set of electronic technical devices, which in turn for organizational measures forms an obstacle between the external environment and the protected environment.

2.14 "Responsible person" is the contact person specified by the Customer when concluding the Agreement, as his responsible person who represents him vis-à-vis LAST MILE.

2.15 "Contact person" is the person specified in the Agreement for receiving telephone and e-mail messages notification of agreed events.

2.16 "Price" or "Reimbursement" is a monetary payment that belongs to the Supplier, as a rule, for the Services provided.

2.17 "LAST MILE Equipment" or "Network" are things or sets of things owned by LAST MILE, or in the use of the LAST MILE company, which the LAST MILE company may use in providing the Services, or in connection with the provision of the Services.

2.18 "LAST MILE website" or "Web site" is www.lastmile.sk.

2.19 "Prophylaxis" is an annual (or otherwise time-limited) system functionality control service such as whole.

2.20 The individual terms defined in this article are considered as such even if they are used in another grammar form, unless it follows from the circumstances that their content should be different from the definition according to this article.

Article III

Contract and conditions of its conclusion

- 3.1 LAST MILE undertakes under the Contract to supply the Services to the Customer to the extent and in the manner as follows agreed.
- 3.2 Prior to entering into the Contract, the Customer shall provide LAST MILE with all documents and information necessary for the conclusion of the Contract and the proper delivery of the Services.
- 3.3 The Contract shall be concluded in writing and on the form of the body of the Contract and the other components of the Contract of LAST MILE, unless otherwise agreed in each individual case.

Article IV

Description of Services and use of Services

- 4.1 LAST MILE is a supplier of the following Services, in particular:
- 4.1.1 management of the data infrastructure (DATA) in the object
 - 4.1.2 management of the WiFi network (WiFi) in the object
 - 4.1.3 management of the electronic security system (ESS) in the building
 - 4.1.4 management of the camera system (CCTV) in the building
 - 4.1.5 electronic fire management. system (EPS) in the building
 - 4.1.6 access system management (ACS)
 - 4.1.7 voice fire alarm report (HSP)
 - 4.1.8 management of another solution in the object (INE)
- 4.2 A necessary prerequisite for the delivery of Services by LAST MILE is the proper fulfillment of special requirements conditions (especially technical and administrative, provision of required cooperation) from the party Customer. If the Customer has not fulfilled a special condition, the LAST MILE company is not in default in fulfilling its the obligation to deliver the Services, and also in the delay in the fulfillment of the obligation related to the delivery of the Services. If it wasn't expressly agreed otherwise, the term of delivery of the Services is extended by the period during which the Customer was in arrears with the fulfillment of a special condition.
- 4.3 In the event that the Customer does not fulfill the special conditions even within the additional period determined by the Supplier, LAST MILE may withdraw from the Agreement.
- 4.4 Violation of the Rules for the correct use of the Service by the Subscriber is considered a misuse of the Service his party and authorizes LAST MILE to proceed according to Article XVI. General business conditions.

Article V

Service support

- 5.1 The Customer has the right to the free removal of malfunctions in the Services provided that are not his fault, which have their origin in the technical or operational characteristics of the operated network, or devices that are necessary and related to the Services provided.
- 5.2 The Customer is obliged to immediately notify the Supplier of any malfunctions in the Services provided by phone to the contact person at the phone number available on the LAST MILE website or in the Agreement ("Telephone failure report"). In addition to a description of the fault, the telephone report of the fault must include: also contain the Customer's identification; Customer's contract number, Customer's trade name/name Customer and Customer identification number (IČO), if assigned, as well as first and last name The contact person and their mobile phone number for the purpose of eliminating the reported malfunction as soon as possible.
- 5.3 The customer is obliged to subsequently confirm the telephone failure report in writing (by fax or email), and that within 8 hours from the moment of the telephone report of the fault ("Written report of the fault"). A written fault report must contain at least the same data as a telephone fault report.
- 5.4 In the event that the Customer does not confirm the Telephone failure report with a subsequent written report faults The supplier is not responsible for the removal of the fault and the consequences of this fault. Telephone report malfunctions followed by a timely written notification of the malfunction constitutes a proper notification of the malfunction ("Proper fault reporting").
- 5.5 By properly reporting a fault, the time to eliminate the reported fault begins to elapse. Within this time the company LAST MILE is obliged to take the necessary measures to eliminate the reported malfunction. Unless the malfunction was properly reported during working days from 8:00 a.m. until 5:00 p.m., time for removal reported failure is 6 hours. If the malfunction was properly reported at another time, the removal period will begin of the reported failure to run from 8:00 a.m. on the next working day after the date of reporting the failure, unless is agreed otherwise in the Contract. The time to eliminate the reported malfunction is as long as it prevents the Supplier from elimination of the malfunction, an obstacle on the Customer's side, or an obstacle caused by force majeure.
- 5.6 The reported Malfunction is considered to have been removed at the moment of resuming the provision of Services. Removal the company LAST MILE will notify the Responsible Person or the Contact Person by telephone of the reported malfunction.
- 5.7 In the event of a reported malfunction, the Customer is obliged to provide employees of the LAST MILE company, or to persons authorized by her, access to LAST MILE's Equipment or to the Network, necessary for elimination of the reported malfunction.

5.8 In the event of the departure of the Supplier's technician, or other action by the Supplier to eliminate the fault, which was the Customer's fault, or malfunctions, the solution of which the Customer requested, and whose origin is even partly outside the scope of LAST MILE's Services, LAST MILE is entitled to charge the Customer fee.

Article VI

Price for the provided Services, Price list and payment terms

- 6.1 The price for the Services usually consists of the establishment fee, regular fees and other fees and payments, including the price for the goods and the price for the work, which is listed in the LAST MILE price list ("Price List") or has a form of individually negotiated compensation. The price list applies to all LAST MILE for the Customer, which are not modified in a special price list or otherwise separately agreed in writing between the contracting parties. LAST MILE is entitled to unilaterally change the Price List, including the prices for the Services listed therein and the content of the flat rates, while it is obliged to notify the Subscriber of this change in writing by e-mail, service short messages (SMS, MMS) or by phone, but no later than one day before the Price List change takes effect. If the Customer does not agree to the change in the Price List, he has the right to withdraw from the Contract at the earliest from the first effective day changes to the Price List; in case of withdrawal from the Agreement, the contractual parties will retain the performance already delivered up to that time.
- 6.2 Unless otherwise agreed, the settlement period is one calendar month. Unless otherwise agreed, the price Services are always paid for in advance for the relevant billing period.
- 6.3 The Supplier is entitled to request from the Customer an adequate deposit corresponding to the price of the Services for one accounting period, or more accounting periods, if the Supplier has a reason based on its own consideration to assume that the Customer will not fulfill its obligations properly and on time. Following on from the above, it has The Supplier has the right to issue an appropriate advance invoice to the Customer. The supplier has the right to use the received deposit to satisfy the price of the Services for the respective billing periods.
- 6.4 In the event that the Contract was terminated before the advance was used up and the Supplier has no other claim towards the Customer, the Supplier shall return the unused deposit to the Customer without undue delay.
- 6.5 In the event that the Services are to be provided only in part of the billing period, it belongs to the Supplier a proportional part of the price for the Services provided.
- 6.6 The Customer is obliged to pay the price for the Services provided, as well as any deposit, to the Supplier within the deadline Maturity.
- 6.7 The due date of the monetary obligation is 14 days, unless otherwise agreed in the Contract. In the case of a deposit, it is maturity period of 7 days, unless otherwise agreed in the Contract. Bank connection and payment details Supplier will state on the tax document (invoice).
- 6.8 The due date begins on the date of issuance of the tax document (invoice) by the Supplier.
- 6.9 The price for the Services provided, the deposit, or any monetary obligation of the Customer towards the Supplier considers it properly and timely fulfilled at the moment of crediting the entire amount of the monetary obligation to the Supplier's account, and no later than the last day of maturity of the monetary obligation.
- 6.10 The Supplier is entitled to issue and deliver to the Customer in the event of his delay in payment obligation a written reminder. LAST MILE is authorized to issue and deliver the reminder charge a fee.
- 6.11 In case of delay by the Customer in payment of the price due for the Services or other monetary obligation, The Supplier has the right to interest on delay in the amount of 0.05% of the owed amount for each day even if it has started delays until payment, with the fact that the claim for compensation for damage caused to the Supplier is not payment affected by the interest due to delay.
- 6.12 If, despite a written reminder, the Customer is more than 30 days in arrears with fulfilling its of a monetary obligation, the Supplier has the right to transfer its monetary claims against the Customer in writing contract to another person. Other assignment of claims that arose in connection with the established legal relationship is excluded by this Agreement.
- 6.13 The price for the Services is paid through a bank or branch of a foreign bank in favor of the account Supplier in a bank or branch of a foreign bank, unless the Contracting Parties have agreed otherwise. The customer is obliged to use the payment data specified by the Supplier, especially the payment data required for reliable identification of the payment (variable symbol, message for the recipient).
- 6.14 In the event that the performance intended for the Supplier, remitted by the Customer, has not been received by the Supplier, the obligation It does not cease to fulfill the customer.
- 6.15 The price of the performance is paid according to the valid Price List in time when the performance was delivered.
- 6.16 The price for the Prophylaxis service is individually negotiated in the Contract, the price is not negotiated in the Price List.
- 6.17 In the event that the Service includes a flat rate with the content of a certain number of hours of provision of the Services, the the content of the flat rate first towards the hours with the highest hourly rate downwards.

Article VII

Rights and obligations of the Supplier

- 7.1 LAST MILE is obliged to:
- 7.1.1 provide Services in the manner and under the conditions agreed in the Agreement,
 - 7.1.2 present the Customer with a clear and comprehensible statement of the Services,
 - 7.1.3 protect the Customer's personal data,
 - 7.1.4 adequately inform the Subscriber about changes affecting the Services used by him,

7.1.5 implement changes to the Contract and other changes requested by the Customer according to its technical and capacity options.

7.2 In addition to the other rights specified in the Agreement or in the General Terms and Conditions, the company LAST MILE has the right, in particular:

7.2.1 to pay the price for the Services provided to the Customer and for other performance under the Agreement,

7.2.2 mention the business name or name of the Customer and its designation in its promotional a marketing materials, on the Website, or on the web presentation of its services,

7.2.3 interrupt or limit the provision of Services to the Subscriber in the manner and under the conditions agreed in the Contract.

Article VIII

Rights and obligations of the Customer capacity options

8.1 The customer is obliged to:

8.1.1 use the Services exclusively in accordance with the law, the Agreement, and comply with the Administrative Principles use of the Services,

8.1.2 pay the Supplier a set-up fee for setting up the Services, a regular fee for provision of Services, as well as other fees and payments according to the Agreement,

8.1.3 immediately notify LAST MILE in writing for the entire duration of the Agreement changes to the Responsible Person, Contact Persons, contact or identification data, or other important facts related to the

8.1.4 to provide all necessary cooperation as required by LAST MILE to fulfill its obligations under the Agreement and to enable LAST MILE to perform measurements, maintenance, inspection and service of LAST MILE equipment at the Customer's facilities,

8.1.5 observe all measures necessary to ensure that in the Network and on the LAST MILE Devices no harm was done

8.1.6 take all measures necessary to prevent abuse in any way Services by third parties,

8.1.7 to provide LAST MILE with access to the Customer's facility for the purpose of establishing the Services and dismantling of the LAST MILE Device upon termination of the provision of Services,

8.1.8 refrain from any interference with the Network and the LAST MILE Equipment.

8.2 The customer has the right to:

8.2.1 for the provision of Services for the agreed price, to the extent and under the conditions agreed in the Contract,

8.2.2 for the free removal of a malfunction in the provision of Services in accordance with Article V. General business conditions,

8.2.3 for a reasonable discount from the Price for the provision of Services in case of non-compliance with the agreed level the quality of the Services by LAST MILE in accordance with Article XV. point 15.6 General business conditions,

8.2.4 terminate the Agreement in accordance with Article XIX. of these General Terms and Conditions.

Article IX

Offsetting

9.1 The Supplier is entitled to set off all payments made by the Customer to its account or their balance (including advances, advances and overpayments) without further legal action against all unpaid claims of the Supplier, including those which are not yet due or which are already time-barred, namely the moment when the claims met each other.

9.2 The Supplier has the right to all payments provided by the Customer or their remainder (including advances, advances and overpayments) to be settled in the following order:

9.2.1 for the price of Services provided in previous billing periods with which the Subscriber is in arrears, for the price contractual fines and fees associated with the reminder;

9.2.2 for the payment of interest on delay, as well as for the payment of damage caused by a breach of any of the Customer's obligations resulting from

from the Contract or from applicable legal regulations,

9.2.3 for the price of the Services, for which they were intended to be paid by the Customer.

Article X

Acting by another person

10.1 To act on behalf of LAST MILE vis-à-vis the Customer, the authorized person is also authorized to a reasonable extent an employee of LAST MILE or a third party expressly authorized by him. Such a person can also be business partner of LAST MILE.

Article XI

Operating data

11.1 LAST MILE is authorized to process for the purposes of invoicing the price for the Services and for ensuring the proper provision of the Services, data relating to the Subscriber and its activities, which relate to the Services provided (hereinafter referred to as "Operational Data").

11.2 LAST MILE is obliged to limit the scope of stored Operational Data to what is necessary peace.

Article XII

Personal information

12.1 Customer expressly in accordance with the Act on Personal Data Protection and Amendments to Certain Acts by concluding the Agreement, he gives his consent to the processing of his personal data listed by LAST MILE in the Agreement, as well as all other personal data provided by the Customer before concluding the Agreement, or during the duration of the legal relationship established by the Agreement.

12.2 The LAST MILE company is authorized for the purposes of concluding and fulfilling the Agreement, invoicing, receiving and recording payments, receivables and processing of receivables and drawing up a list of Customers obtain and process data even without the special consent of the Subscriber, the Responsible Person and the Contact Person, which are:

- phone number, email address,
- the amount of liabilities and receivables,
- name, surname, title, address of permanent residence, social security number, identity card number or other identity document of a natural person, nationality,
- business name, place of business and identification number of a natural person – entrepreneur,
- business name, seat and identification number of the legal entity,
- identification data of the Responsible Person,
- identification data of the contact person.

12.3 The company LAST MILE is entitled to keep the Customer's personal data according to point 12.1 in the necessary scope even after the termination of the Agreement.

12.4 If the Customer gives LAST MILE his consent by concluding the Agreement, LAST MILE is authorized to use the data provided by him for marketing purposes, namely for listing the business name in references, in offer materials, presentations and on the Website.

12.5 LAST MILE is obliged to dispose of personal data without undue delay after it has been fulfilled the purpose of their processing, namely:

- all contractual relations between the Customer and LAST MILE have been terminated,
- all obligations of the Customer towards LAST MILE have ceased,
- all complaints, requests and claims of the Customer against LAST MILE have been settled,
- the period for which, according to the law, the company LAST MILE is obliged to store personal data has passed in accordance with applicable legal regulations.

12.6 LAST MILE is obliged to protect personal data from accidental as well as illegal damage and destruction, accidental loss, alteration, unauthorized access and disclosure, as well as against any other inadmissible forms of processing. For this purpose, LAST MILE has adopted reasonable technical, organizational and personnel measures corresponding to the method of processing personal data Customers.

Article XIII

Grant of consent

13.1 The Customer grants the Supplier consent to deliver advertising in accordance with the Advertising Act, except The customer expressly rejects the delivery of advertising in writing.

Article XIV

Liability for damage and its compensation

14.1 LAST MILE and the Customer are responsible for damage caused as a result of a breach of their obligations resulting from their contractual relationship established by the Agreement and the law, while in the event of damage in as a result of a violation of the obligation of one of the Contracting Parties, such Contracting Party is obliged to reimburse the other To the contracting party, with the exception stated in point 14.3 of this article, the damage actually incurred.

14.2 LAST MILE is responsible for damage caused to the Customer by breach of its obligation to provide To the Customer of the Service in the scope, standard and quality according to the Agreement, as well as in case of breach of its obligation eliminate malfunctions and defects in connection with the Services within the specified period only if the company LAST MILE was at fault for breaching such an obligation, in which case it is her obligation to compensate for the incurred damages in accordance with generally accepted practice limited at most to the price of the Service, which is the LAST MILE company is entitled to invoice the Subscriber for the calendar month in which the violation occurred obligations of the company LAST MILE establishing the Customer's claim for compensation for the damage caused to him.

14.3 None of the Contracting Parties shall be liable to the other Contracting Party for damage caused to it as a result of breach of the obligation arising from the Contract, if such breach of obligation was caused by the circumstances excluding liability. Circumstance excluding liability for the purposes of this provision is understood in accordance with sec. § 374 par. 1 of the Commercial Code, an obstacle that occurred independently of the will of the obligated party a prevents it from fulfilling its obligation, if it cannot reasonably be assumed that the obliged party would such an obstacle, or averted or overcame its consequences, and furthermore, that it would have foreseen this obstacle at the time of the obligation's origination (e.g. war, revolution, fire, flood, earthquake, strike, power failure, damage telecommunications equipment, decision of a public administration body).

14.4 LAST MILE is not liable to the Customer for damages caused or arising from:

- 14.4.1 in the content of transported messages and information,
 - 14.4.2 unauthorized or incorrect use of the LAST MILE Device or Services,
 - 14.4.3 inappropriate settings of the Service or Device,
 - 14.4.4 failure to provide or erroneous provision of the Service as a result of the events that are being assessed as circumstances excluding liability for damage according to applicable legal regulations,
 - 14.4.5 by any interruption of the Service due to weather, physical or other effects,
 - 14.4.6 by providing incorrect or incomplete data by the Subscriber, especially the address of permanent residence or the address of the Customer or other identification data or payment data,
 - 14.4.7 misuse of the identification code, access card, or other access tool by an unauthorized person or an unknown person,
 - 14.4.8 by using services or participating in activities made available on the network or on the Internet, provided by third parties,
 - 14.4.9 by a decision of a public authority to stop or interrupt the provision of Services; in in such a case, the Customer has no right to withdraw from the Agreement and termination or temporary interruption of the provision of the Service or change of the Services caused by such a ban is not considered as a change to the terms and conditions in the sense of these General Terms and Conditions.
- 14.5 LAST MILE is not responsible for damage, alteration of data or incompleteness of data, which the Subscriber transmitted, stored or otherwise handled in the Internet environment.

Article XV

Return policy

15.1 The Customer is entitled to file a claim against the invoiced amount of the price for the Services or in case faulty provision of Services.

15.2 The Customer is obliged to notify the complaint in writing within 30 days from the day when the fact occurred establishing a reason for a complaint, while the application of a complaint against the amount of the price does not exempt the Customer the obligation to pay the billed price for the provision of Services within the due date. The complaint must contain a clear indication that this is a complaint, identification data of the Customer, name, seat, ID number, Contact person, Contract number and a detailed and comprehensible description of the object of the complaint. In case you are The customer does not properly exercise his right within the specified period, this right of his will expire when the period expires.

15.3 The deadline for handling the Complaint corresponds to the complexity and technical or administrative demands of the claimed claim, in the following way:

15.3.1 simple cases of complaints, not requiring technical investigation, within 15 days from the date of delivery a written complaint with details according to point 15.2,

15.3.2 more complex cases of complaints, requiring technical investigation, within 30 days from the date of deliver a written complaint with the details according to point 15.2. The evaluation of the degree of complexity of the claim is managed at the discretion of LAST MILE.

15.4 In the event that handling the Customer's complaint is particularly difficult and the complaint cannot be handled in within the period specified in point 15.3, the company LAST MILE is obliged to notify the Customer of the result of the equipment complaints within 60 days from the date of delivery of the written complaint with the details according to point 15.2.

15.5 If the company LAST MILE does not inform the Customer in writing within 60 days about the result of the complaint investigation, the complaint is considered acknowledged.

15.6 In the event that the company LAST MILE recognizes the Customer's claim as justified, namely from of the cause of the failure for which the LAST MILE company is responsible, will provide the Customer, if in Unless expressly agreed otherwise in the contract, a discount from the amount of the price for the provided Services for the settlement period, in which the fact establishing a reason for a justified complaint occurred

15.7 In the event that a claim against the billed amount of the price for Services or a claim for services provided of the Services will be recognized as justified, the Customer's monetary claim arising from the recognized complaint will be settled in the invoicing period in which the complaint was acknowledged, if the company LAST MILE cannot agree otherwise with the Customer.

15.8 The complaints procedure applies only to the Customer who is a consumer.

Article XVI

The work

16.1 In the event that the Supplier provides the Customer with a composite performance and the Services also include the execution of the work, In the contract, the Supplier as a contractor undertakes to perform the work for the Customer as the customer, and the Customer undertakes to pay the Supplier the agreed price for its performance.

16.2 The contractor is obliged to carry out the work at his own expense and at his own risk within the agreed time, unless the Contracting Parties have agreed otherwise. The contractor can perform the work before the agreed time.

16.3 Things that are necessary for the execution of the work must be provided by the Supplier, unless the Contracting Parties agreed otherwise. The costs of procuring these things are already included in the price for the execution of the work, unless the Contract the parties have agreed otherwise.

16.4 The price for the performance of the work is stated in the body of the Agreement and in the Appendices. In the case of the Contract and the Annex it does not explicitly follow that the price for the Services was already included in the price for the work, the price for the work is added to the total price for the Services.

16.5 The Customer is obliged to state in the body of the Contract or in the Appendices all the properties that he wants for the work exchanges; in fulfilling this obligation, the Customer is obliged to proceed with professional care. In case if the Customer does not change any special features, the Supplier is obliged to deliver the work in accordance with the Contract and Appendices; in case of doubt, he will deliver the work in the usual standard that corresponds to business practices and the prevailing market ratio.

16.6 The Customer is obliged to state in the body of the Agreement or in the Appendices all circumstances that are not immediately obvious or previously announced to the Contractor and could have a significant impact on the performance of the work; especially peculiarities of the object where the work is to be performed, technical specifics and obstacles or legal and contractual ones restrictions. When fulfilling this obligation, the Customer is obliged to proceed with professional care.

16.7 If the Contract is terminated before the completion of the work, the Supplier shall be entitled to the price to which he is entitled on the basis of Contract, but this price will be deducted from what the Contractor saved by not performing the work in full, at most however, 25% of the Contract Price of the work, unless the Contracting Parties have agreed otherwise in writing. 16.8 The Supplier's claim to the price for the performance of the work arises no later than the day the Customer takes over the work, the Contracting Parties have agreed otherwise.

16.9 The Supplier is obliged to finish the work properly and hand over the object of the work to the Customer at the place of delivery. The Customer is obliged to take over the work from the Supplier.

16.10 The handover of the work is recorded in the acceptance protocol (minutes). The download protocol mainly contains evaluation of the quality of the work, list of detected defects and minor unfinished works, agreement on measures and deadlines for their removal, and if there was no agreement, the positions of the Contracting Parties, the date of the protocol and signatures of the persons involved. Between the Contracting Parties, it is valid that the subject of the work was properly handed over on stated in the handover protocol, if the handover protocol does not state such a day, it is the day of handover of the subject of the work, the date of execution of the acceptance protocol.

16.11 The risk of damage to the work passes to the Customer upon acceptance of the work.

16.12 Ownership of the object of the work is transferred to the Customer upon payment of the price for the execution of the work.

16.13 If the Customer is in arrears with the payment of the price for the work, or its part or the price for other Services, it is. At the same time, the supplier is entitled to suspend the delivery of further performance, even if it is otherwise for the delivery of such performance obligated until the Customer pays the Supplier the entire amount, the payment of which is in arrears.

16.14 If the Customer believes that the work is delivered with defects, the Customer is obliged to notify this in writing the fact to the Supplier without unnecessary delay after it could have been discovered during the expenditure of expertise care, in any case no later than 21 days from the date of delivery of the subject of the work.

16.15 In the event that the work is found to be defective, the Customer may:

16.15.1 demand the removal of defects in the work by making a replacement part for the defective work or delivery the missing part works, or

16.15.2 to demand the removal of defects by repairing the work, if the defects are repairable, or

16.15.3 to demand a reasonable discount from the price for the execution of the work.

16.16 Claims from defects in the work that have not been applied properly and in time expire when the deadline for their application expires.

16.17 The defects of the work shall not be considered between the Contracting Parties to be such properties of the work that can be attributed to breach of the Customer's obligation according to points 16.5 and 16.6 of this article.

Article XVII

The goods

17.1 In the event that the Supplier provides the Customer with composite performance and the Services also include the delivery of goods, By contract, the Supplier undertakes to deliver goods to the Customer and the Customer undertakes to pay the Supplier the agreed price.

17.2 The price for the delivery of the goods is stated in the body of the Agreement and in the Appendices. In the case if from the Contract and Appendices explicitly it does not follow that the price for the Services has already included the price for the goods, the price for the goods is added to the total the sum of the price for the Services.

17.3 The customer is obliged to state in the body of the Contract or in the Appendices all the characteristics that he wants for the goods exchanges; in fulfilling this obligation, the Customer is obliged to proceed with professional care. In case if the Customer does not exchange any special features, the Supplier is obliged to deliver the goods in accordance with the Agreement and Appendices; in case of doubt, he will deliver the goods in the usual standard that corresponds to business practices and the prevailing market ratio.

17.4 The Customer is obliged to state in the body of the Agreement or in the Appendices all circumstances that are not immediately obvious or previously announced to the Supplier and could have a significant impact on the delivery of the goods; especially peculiarities of the object where the goods are to be delivered, technical specifics and obstacles or legal and contractual ones restrictions. When fulfilling this obligation, the Customer is obliged to proceed with professional care.

17.5 The supplier is obliged to deliver the goods according to the Contract and the Appendices at the agreed time, unless the Contracting Parties agreed otherwise. The supplier can deliver the goods before the agreed time.

17.6 The Customer is obliged to take over the goods from the Supplier.

17.7 The customer is obliged to take all actions necessary according to this Agreement and the Terms and Conditions of the Code so that the Supplier can deliver the goods.

17.8 The delivery of the goods is recorded in the acceptance protocol (minutes). The download protocol mainly contains description of delivered goods, list of detected defects, agreement on measures and deadlines for their removal, and if there was no agreement, the positions of the Contracting Parties, the date of the protocol and the signatures of the persons involved. Between the Contracting Parties, it is valid that the goods were properly handed over on the date specified in the acceptance protocol, if the acceptance protocol does not indicate such a day, the day of handover of the goods is the day of execution of the acceptance protocol.

17.9 Unless otherwise agreed, the Supplier fulfills its obligation to deliver the goods by Customers will be allowed within the deadline for the delivery of the goods, otherwise on the last day of this deadline at the latest To the Customer to dispose of the goods at the Supplier's facility.

17.10 By taking over the goods from the Supplier, the risk of damage to the goods passes to the Customer, or if does not do so in time, at the time when the Supplier allows him to dispose of the goods and the Customer violates the Contract by will not accept the goods.

17.11 Damage to the goods for the purposes of this Agreement means loss, destruction, damage or deterioration goods, regardless of the reasons for which it occurred.

17.12 Damage to the goods that occurred after the risk of damage has passed to the Customer does not affect his the obligation to pay the price for the goods.

17.13 The customer acquires ownership of the goods by paying the price for the goods.

17.14 If the Customer is in arrears with the payment of the price for the goods or its part or the price for other Services, it is. At the same time, the supplier is entitled to suspend the delivery of further performance, even if it is otherwise for the delivery of such performance obligated until the Customer pays the Supplier the entire amount, the payment of which is in arrears.

17.15 If the Customer believes that the goods are delivered with defects, the Customer is obliged to notify this in writing the fact to the Supplier without unnecessary delay after it could have been discovered during the expenditure of expertise care, in any case no later than 21 days from the day of delivery of the goods.

17.16 The supplier is responsible for a defect in the goods at the moment when the risk of damage passes to goods to the Customer.

17.17 Defects in goods for the purposes of this Agreement are considered to be:

17.17.1 delivery of goods in less than the ordered quantity,

17.17.2 delivery of goods of worse quality than specified in the Contract and Appendices,

17.17.3 delivery of goods that are not suitable for the purpose specified in the Contract.

17.18 Upon delivery of goods with a defect according to point 17.17.1 of this article, the Customer may demand from the Supplier immediate delivery of the missing amount of goods.

17.19 Upon delivery of goods with defects according to points 17.17.2 and 17.17.3 of this article, the Customer may demand from The supplier either delivers replacement goods or provides a reasonable discount from the agreed price of the goods.

17.20 If the Customer does not claim a discount on the price of the goods according to the previous point, at the same time with pointing out a defect that he is obliged to make according to this Agreement, the choice between the claims listed in passing point to the Supplier.

17.21 If there is no other agreement, the Customer's claim from liability for product defects, acknowledged in writing. The supplier will always be satisfied at the next billing period.

17.22 Upon delivery of replacement goods, the Supplier is entitled to demand that, at his expense, the Customer returned the exchanged goods in the condition in which they were delivered.

17.23 Claims due to defects in goods that have not been claimed properly and on time expire after the expiry of the period for their claim.

17.24 Among the Contracting Parties, such characteristics of the goods that can be attributed are not considered to be defects of the goods violation of the Customer's obligation according to points 17.3 and 17.4 of this article.

Article XVIII

Limitation and suspension of the provision of Services

18.1 LAST MILE is entitled to limit or interrupt the provision of Services due to:

18.1.1 abuse of the Services provided, until the abuse is eliminated or performed technical measures preventing their abuse, which is considered abuse of the Services in particular, using the Services provided to support, create opportunities for, or engage in any illegal or inappropriate activity; an inappropriate activity is an activity contrary to the good ones morals or rules of decency,

18.1.2 if the Customer does not pay the price due for the Services or any other monetary obligation even after written notifications from the LAST MILE company (reminder) even within an additional period of 7 days from delivery of the reminder, until payment of the price for the Services or other monetary obligation, or until the termination of the Agreement,

18.1.3 if the Customer materially violates his other contractual obligations, while for a material violation contractual obligations is considered to be a violation of an obligation that is explicitly marked as essential in the Contract, or the provisions of § 345 of the Commercial Code, or repeated violations of contractual obligations obligations of the Customer,

18.1.4 repairs or maintenance, namely for the reasonable time required to carry out repairs or maintenance,

18.1.5 if there are reasons for withdrawing from the Agreement.

Article XIX

Duration and termination of the Agreement

- 19.1 The Agreement becomes valid and effective on the date of its signature by the Contracting Parties.
- 19.2 If the subject of the Agreement is also regular or occasional repeated performance, the Agreement is concluded for the period unspecified, unless LAST MILE and the Customer have agreed otherwise in writing (in the body of the Contract).
- 19.3 In the event that the Agreement is concluded for a fixed period and none of the Contracting Parties notifies the other in writing To the Contracting Party no later than 30 days before the end of the period for which the Contract was concluded, that it insists on termination validity of the Contract, the Contract remains in force and the period for which it was concluded changes from a certain period for an unknown period of time.
- 19.4 The contract expires:
- 19.4.1 by the expiration of time in the case of a Contract concluded for a fixed period, if there is no change in its period validity for an indefinite period as stated in point 19.3,
 - 19.4.2 by written agreement of the Contracting Parties,
 - 19.4.3 by withdrawing from the Agreement,
 - 19.4.4 written termination of the Agreement,
 - 19.4.5 in the event that the law or a decision of a public authority so provides.
- 19.5 LAST MILE is entitled to withdraw from the Agreement if the Customer:
- 19.5.1 repeatedly tampers with LAST MILE equipment or allows such tampering to a third party to a person, even through negligence,
 - 19.5.2 did not pay the price for the provided Services even within 30 days from the due date,
 - 19.5.3 uses a device that does not meet the requirements in connection with the Services provided of special regulations or uses such equipment in violation of the approved conditions, a does not stop using the device even at the request of LAST MILE,
 - 19.5.4 repeatedly uses the provided Services in a way that makes it impossible for LAST MILE controlling their use,
 - 19.5.5 repeatedly violates obligations from the Contract (in particular, repeated delay in payment of the price. Services, abuse of the provided Service).
 - 19.5.6 bankruptcy proceedings or restructuring proceedings have been initiated against the Customer or from public records, there may be doubts about his ability to pay,
 - 19.5.7 for another reason stipulated by the Agreement.
- 19.6 The Customer is entitled to withdraw from the Agreement without penalty if:
- 19.6.1 does not accept substantial changes to the General Terms and Conditions, no later than one month from the notification of the relevant material change that was made to the Customer by the company LAST MILE announced; if LAST MILE does not announce a substantial change to the General Terms terms and conditions, the Customer has the right to withdraw from the contract within one month from the date of learned of the change, but no later than three months from the effective date of the substantial change General terms and conditions; The Customer does not have the right to withdraw from the Agreement according to this provisions, if a change to the General Terms and Conditions is directly or indirectly caused by changing a generally binding legal regulation, or by a decision of a public administration body or a body of the European Union,
 - 19.6.2 the company LAST MILE does not provide Services according to the Agreement even after repeated recognized complaints, The Customer has the right to withdraw from the Agreement within one month from the date of delivery of the notification recognition of the Customer's repeated claim, if the LAST MILE company violates its obligations still persists.
- 19.7 Withdrawal from the Contract is effective on the day of delivery of the written notice of withdrawal from the Contract addressee.
- 19.8 The Customer is entitled to terminate the Agreement for an indefinite period by giving notice for any reason or without giving reasons.
- 19.9 LAST MILE is entitled to terminate the Agreement regardless of whether it is concluded on definite or indefinite period
- 19.9.1 if he cannot continue to provide Services in the agreed scope or in the required quality from reasons for the technical impossibility of further provision of the Service,
 - 19.9.2 due to the modernization of the Services, which is associated with the termination of the provision of the Services provided under the Agreement, in which case the company LAST MILE together with obliged to deliver to the Customer an offer for the provision of other similar Services.
- 19.10 The notice period is one month and begins on the first day of the following calendar month after the month in which the notice was delivered to its addressee.
- 19.11 Legal relationships arising from the terminated Agreement, which by their nature persist even after termination Contracts are not affected.

Article XX

Dispute resolution

- 20.1 The customer undertakes any dispute with LAST MILE regarding correctness of the billed price for the Services provided or their quality to be resolved in good faith, preferably mutually negotiations with LAST MILE. In the event that not even within 30 days from the date of delivery of the written request. The customer of LAST MILE for conducting negotiations between LAST MILE and the Customer fails to reach a settlement of the dispute, the Customer is entitled to proceed according to point 20.2 of this article.
- 20.2 After the time limit specified in point 20.1 has expired in vain, the Customer is entitled to submit a dispute materially and locally the competent court.

Article XXI Changes

21.1 The Supplier shall be entitled to change the General Terms and Conditions, which are already in force with respect to the Customer, even without negotiating the change with the Customer, if

21.1.1 a law, other generally binding legal regulation or a decision of a public authority has, or may have, an effect on the content of the General Terms and Conditions already in force with respect to the Subscriber,

21.1.2 it is appropriate to make a change to the General Terms and Conditions already in force in relation to the Subscriber, in particular because of a difference or the establishment of a practice which the Parties have established between themselves,

21.1.3 it is desirable to make a change to the General Terms and Conditions already in force in respect of the Customer in order to preserve good faith and fair dealing.

21.2 In the event of a change to the General Terms and Conditions already in force in respect of the Customer pursuant to clauses 21.1.1 to 21.1.3 of this Article, the Supplier shall take reasonable care to

21.2.1 the Subscriber's rights already acquired are not unreasonably narrowed or restricted,

21.2.2 the obligations of the Subscriber already imposed are not unreasonably extended.

21.3 The Supplier shall notify the Subscriber of the General Terms and Conditions so amended without undue delay after the change has been made, in particular by handing them over or delivering them. Amended provisions of the General Terms and Conditions shall take effect with respect to the Customer as of the first day of the calendar month following the day on which they are handed over, delivered or otherwise shared with the Customer.

Article XXII Notification and interpretation

22.1 The provisions of the Agreement must be interpreted in such a way as to preserve the effectiveness of all its provisions and the effectiveness of neither of them was excluded; the interpretation must always be based on the General provisions business conditions. The provisions of the Agreement and the terms used in it must always be interpreted taking into account provisions of the General Terms and Conditions.

22.2 The contract is interpreted primarily according to the common intention of the contracting parties. If such intention cannot be ascertained, the Agreement is interpreted according to the meaning that reasonable people would attach to it under the same circumstances persons in the same position as the Contracting Parties, always based on the General provisions terms and conditions and other parts of the Agreement.

22.3 Written submissions, especially requests, information, notices, termination of the Agreement, withdrawal from the Agreement, tax documents, statements, offsetting expressions of will, claims, demands, complaints ("Submission"), which are required to be notified by law or other general legislation or Contracts are considered to have been notified between the Contracting Parties:

22.3.1 the date of delivery of the written termination of the Agreement to the Contracting Party,

22.3.2 the date of delivery of the written withdrawal from the Agreement to the Contracting Party,

22.3.3 on the date of receipt of the Submission at the registered office of the Contracting Party into the hands of a member of the statutory body,

22.3.4 the date of fulfillment of all notification requirements in the event that it was for the notification of the Submission agreed form or notification requirements between the Contracting Parties, but only if the notification received to the Contracting Party so that the latter can effectively become familiar with its content.

22.4 The submission is considered to have been effectively notified to the Subscriber three working days after the date demonstrable submission of documents for postal transport addressed to the address specified in the Contract, if The Customer did not explicitly indicate a different address in the Contract.

22.5 In the event that the Supplier delivers the Submission in several ways or repeatedly, the Submission is considered for notified by the delivery that reaches the addressee first.

22.6 To the hands, or to the address of the Responsible Person (if it is specified by the Customer differently from his own address Customer), the company LAST MILE can deliver Submissions with the effects of regular delivery. Subscriber undertakes to immediately notify LAST MILE in writing of any change regarding the Responsible Person; effects Submissions dispatched until then are not affected by this.

22.7 In case there is doubt about the Customer's address, the Supplier may use the Customer's address listed in the public register on the day of dispatch of the Submission or the address specified in the Agreement or the address The responsible person with the effects of proper delivery; the choice belongs to the Supplier.

22.8 Submissions delivered by a postal company are delivered in the form of registered mail or exceptionally in the form of another shipment, which makes it possible to reliably determine the date of its submission and identify the addressee and sender.

Article XXIII Common and Final Provisions

23.1 These General Terms and Conditions entered into force and effect on July 1, 2023. These General the business terms and conditions replace any previous ones on the date of entry into force and effect General terms and conditions.

23.2 These General Terms and Conditions shall cease to be effective upon the entry into force of later ones General business conditions.

23.3 These General Terms and Conditions are provided to the Customer at the latest when the Agreement is concluded.

23.4 Valid and effective General Terms and Conditions are available at the Supplier's headquarters and on the Website.

23.5 In the event of a conflict between individual parts of the Agreement, the provisions of the Agreement, if any, apply in this order, the provisions of the Appendix, Appendices, Special Terms and Conditions take precedence over the provisions of the General Terms and Conditions business conditions.

23.6 In the event that any provision of the General Terms and Conditions becomes invalid, ineffective, unenforceable or unenforceable, such invalid, ineffective, unenforceable or the unenforceable provision will not affect the other provisions of the General Terms and Conditions conditions. In such a case, the supplier shall replace the affected provision with such a valid, effective, an enforceable and enforceable provision that will differ as little as possible from the agreed principles in these General Terms and Conditions while maintaining the economic and legal purpose and meaning the affected provision.

In Bratislava, 01.07.2023

LAST MILE spol. s r.o.
Ing. Ondrej Gombárik - Managing Director