

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF INFO.POST SERVICES

These general terms and conditions regulate the terms and conditions of provision of INFO.POST services (non-addressed distribution) by KOLOS s.r.o. with registered office at Krasovského 14, 851 01 Bratislava, ID No. 31 393 039, registered in the Commercial Register of the Municipal Court of Bratislava III, Section Sro, Insert No. 8757/B (hereinafter referred to as "KOLOS").

These General Terms and Conditions are an integral part of the contract for the provision of INFO.POST services concluded between KOLOS on the one hand, and a legal entity, natural person entrepreneur or natural person as the Customer on the other hand, in particular in the form of individual binding orders of the Customer issued in accordance with these General Terms and Conditions. On the basis of the individual Orders, KOLOS undertakes to provide the Customer with the INFO.POST services and other related services, for which the Customer undertakes to pay KOLOS the price for the services.

I. Definitions

1. A distribution region is an internal geographic area that represents the smallest delivery unit.
2. Distribution plan are mutually agreed distribution regions with defined distribution coverage , within which KOLOS is obliged to carry out distribution including catchment areas.
3. Distribution coverage is the total number of mailboxes located in the locations as specified in the contract and/or binding order.
4. Distribution count is the total number of leaflets needed to deliver the ordered distribution coverage after optimizing the numbers in the bulk mailboxes.
5. The form of promotional material is the number of sheets of a certain format (A4, etc.) of one piece of promotional material.
6. The Distribution Term is the period during which KOLOS carries out the distribution.
7. The start of distribution is defined as the moment when the promotional materials are handed over from the central warehouse for transport for distribution to the distribution regions.
8. The INFO.POST service (distribution) is a comprehensive set of activities carried out by KOLOS in order to implement the proper and timely delivery of promotional materials to accessible and undamaged mailboxes and common mailboxes of residents.
9. Promotional material is in particular: advertising material, prospectus, magazine, leaflet, brochure, non-addressed periodical press and other promotional material that is not addressed to a specific addressee.
10. A mailbox is a mailbox in apartment buildings as well as a mailbox in single-family homes and/or other place designated for delivery.
11. An undamaged mailbox is a mailbox duly marked with a name, the functionality of which has not been restricted.
12. An inaccessible mailbox is a mailbox marked as unavailable for distribution of promotional materials, or a mailbox that cannot be accessed during distribution.
13. An inaccessible shared mailbox is a mailbox marked as unavailable for distribution of promotional materials or a mailbox that cannot be accessed during distribution.
14. A common mailbox is a place created or marked by the tenants (residents) of the respective apartment building for the purpose of distribution of promotional materials, to which promotional materials are distributed in bulk according to the number of tenants (residents/apartments) in the entrance within the meaning of point V. point 7. of these GTC.
15. A reachable mailbox is a mailbox where promotional material can be delivered.
16. The Customer is a legal entity, natural person entrepreneur or natural person who has concluded a contract with KOLOS.
17. The GTC are these general terms and conditions of the INFO.POST service.
18. Distribution to outlets is the distribution of promotional materials directly to the designated headquarters, branch offices, operations of legal entities and/or natural persons entrepreneurs.
19. A mutation is promotional material adapted for distribution to a designated distribution region.
20. POS (point of sale) materials are marketing/support materials used to promote events/campaigns at the point where the actual sale of products or services takes place
21. The Client Zone is an information system designed for communication between the Parties, accessible via the website, to which the Customer logs in using the login details assigned to him by KOLOS.
22. The Contract is a contract for the provision of INFO.POST services concluded between KOLOS and the Customer, in particular in the form of individual binding orders issued and confirmed in accordance with these General Terms and Conditions.
23. Website the website www.kolos.sk or any other website on which KOLOS publishes information about the services provided; it also means the website that will eventually replace the website www.kolos.sk in the future.
24. catchment area means the bounded distribution location defined in the distribution plan in which the Customer's head office and/or branch/branch office(s) are located.

II. Order

1. KOLOS undertakes to provide INFO.POST services, in particular on the basis of written orders issued by the Customer and confirmed by KOLOS in accordance with this article of the GTC.
2. The order must be in writing and must be delivered to KOLOS no later than the date set for the acceptance of the order according to Article III of these GTC.
3. The order must contain at least the following:
 - a. identification of the Customer in the scope of business name, registered office, ID number, information on registration in the commercial or trade register,
 - b. identification of the order (by a numeric or alphanumeric string of characters) so that it is not interchangeable with another order of the Customer,
 - c. the date, place and time of delivery of KOLOS promotional materials,
 - d. the form of the promotional material distributed, describing the number of sheets of promotional material, this must not vary within a type or mutation
 - e. the weight of a single piece of promotional material distributed shall not vary within a species or mutation,
 - f. the number of pieces of promotional material distributed, by type or mutation,
 - g. the number of pieces of promotional materials in a single package, each package to have the same amount of materials within a species or mutation,
 - h. the date of distribution and/or distribution to outlets,
 - i. the place of distribution, which must be specified as a specific city, district or distribution region, including for mutations,
 - j. the price for making the distribution,
 - k. the duration of the contract,
 - l. a request for the return of pallets (to the extent specified in clause 12 of Article IV of the GTC).
4. In the event that the Customer has been sent a quotation by KOLOS for the performance of distribution, any written document from which it is clear that the Customer requires the performance of distribution according to the terms and conditions set out in the quotation, taking into account any changes referred to in this document (e.g. change of distribution coverage, change of distribution location, etc.), shall be deemed to be an order. In the event that, on the basis of the changes so requested, activities beyond those specified in the Price Offer are to be carried out and/or such changes would result in an increase in KOLOS's costs for carrying out the distribution, KOLOS shall be entitled to increase the price for distribution to the extent corresponding to the extent of the changes so requested. The same procedure shall apply in the event of a request by the Customer for distribution of promotional materials in multiple versions.
5. Each order issued by the Customer pursuant to these GTC shall be considered separately. If the Customer, by means of a new order delivered to KOLOS until the moment of confirmation of the previous order, cancels its previous order, this fact must be explicitly stated in the new order in a manner that does not give rise to doubt.
6. KOLOS confirms the order in writing within 2 days from the date of its receipt, on the basis of which the Customer and KOLOS agree on the terms and conditions of the distribution according to the respective order. Otherwise, KOLOS shall be deemed not to have confirmed the order. An order shall be deemed not to have been confirmed in the same way if KOLOS notifies the Customer within the time limit for confirmation that it will not confirm the order. It is the right, but not the obligation of KOLOS to confirm the order issued by the Customer. If KOLOS does not confirm the order, KOLOS shall not be obliged to make distribution in accordance with the order. KOLOS's written confirmation of the order shall be deemed to include the sending of a request for payment of the advance, in the form of an advance invoice (pro forma invoice) or otherwise to the Customer. A distribution plan shall form part of each confirmed order.

III. Place and time of distribution

1. KOLOS distributes in 1 distribution term, namely:
 - Distribution date D1: Monday - Tuesday standard distribution date.
2. In order for KOLOS to carry out the distribution properly and on time, the Customer undertakes, depending on the requested distribution date, to issue orders and subsequently deliver the promotional materials to KOLOS within the following time limits at the latest:

Requested distribution date	Last date for placing an order	Last date of delivery of promotional materials to the central warehouse BA*	Last date for delivery of promotional materials to regional warehouses
D1: Monday - Tuesday	Monday until 16:00	Tuesday until 16:00	Wednesday 8:00-10:00 a.m.

- * if a public holiday or a day of rest or a day off falls on that day, the Customer is obliged to deliver the promotional materials to the central warehouse in BA at least 1 working day earlier
- * if the subject of distribution are mutations of promotional materials and/or POS materials, the Customer is obliged to deliver the promotional materials to the central warehouse in BA at least 1 working day earlier
3. The Parties also undertake to agree in writing, within the time limit for the issue of the relevant order, on a distribution plan for distribution according to the order.
4. If the Customer is in delay with the delivery of promotional materials, KOLOS is entitled to proceed as follows:
- o - If it is impossible to deliver the promotional materials to KOLOS' regional warehouses (which fact shall be judged solely by KOLOS with regard to the circumstances decisive for the distribution - operational, capacity, technical or other) within the agreed period of time, and if agreed in writing by the parties, KOLOS shall arrange for the distribution using express delivery, in which case KOLOS shall be entitled to reimbursement of the increased costs associated therewith. The written form shall also be maintained in the case of agreement by electronic communication without the need for a guaranteed electronic signature.
 - o - If it is not possible to deliver the promotional materials to KOLOS' regional warehouses (which fact shall be judged solely by KOLOS, taking into account the circumstances decisive for the execution of the distribution - operational, capacity, technical or other) within the agreed time limit, and if agreed in writing by the Parties, KOLOS shall arrange for the distribution to be carried out on the next standard distribution date, or on an exclusive distribution date outside the days set for the distribution date under these GTC, in which case KOLOS shall be entitled to reimbursement of the costs related thereto up to 100% of the agreed price for distribution.
5. If the order is cancelled after the deadline specified in accordance with paragraph 2 of this article of the GTC as the last date for issuing the order, KOLOS is entitled to pay a contractual penalty in the amount of:
- 10% of the agreed price for distribution if the order is cancelled within 48 hours before the start of distribution,
 - 50% of the agreed price for distribution if the order is cancelled within 24 hours before the start of distribution,
 - 100% of the agreed price for distribution if the order is cancelled within 12 hours before the start of distribution.
6. The place of distribution is the territory of the Slovak Republic, namely individual locations according to confirmed orders according to the distribution plan.

IV. Promotional materials

1. The Customer undertakes to deliver to KOLOS the promotional materials in the quantity specified in the order to the central warehouse of KOLOS within the time limits specified in Article III of these GTC:
- KOLOS s.r.o.
Pri Šajbách
831 06 Bratislava
opening hours: Monday - Friday, from 8:00 a.m. to 4:00 p.m. contact: 0918348117
2. If the Customer is interested in delivering promotional materials directly to KOLOS regional warehouses, he is obliged to specify this requirement in the order and on the basis of the order he will receive from KOLOS a list of regional warehouses with the contact details of the respective regional warehouses.
3. If the Customer delivers to KOLOS promotional materials in excess of the quantity specified in the order, KOLOS is not obliged to take over, distribute or store the excess quantity.
4. If the number of promotional materials to be distributed in one distribution is less than 10,000, KOLOS has the right to charge a one-time fee in addition to the price for distribution in the amount of the order.
5. KOLOS undertakes to inform the Customer of any deficiencies in the quality, quantity or packaging of the promotional materials immediately after their discovery, but no later than the sending of the final distribution report. In rectifying such deficiencies, KOLOS is obliged to follow the instructions of the Customer, while the Customer is obliged to reimburse KOLOS for all costs reasonably incurred by KOLOS in rectifying the deficiencies. Any delays or other deficiencies in the performance of distribution caused by such deficiencies and/or the rectification of such deficiencies shall not give rise to any right of the Customer to make a claim and/or claim for damages and/or penalty against KOLOS.
6. The resulting size of one promotional material may be a minimum of 8 x 5 cm and a maximum of 25 x 35.3 x 1 cm with a maximum weight of 150 g. In the case of promotional materials with dimensions other than the agreed dimensions and/or the agreed maximum weight, KOLOS is not obliged to distribute them and the distribution of such promotional materials is subject to KOLOS' written consent prior to the issue of the relevant order.
7. In particular, the packaging of promotional materials must comply with the following conditions:
- a. Packaging must be done in such a way as to prevent damage to the promotional materials and their release from the packaging (e.g. by cross-linking with tape) during transport and handling,
 - b. the package must correctly indicate the number of promotional materials, the name of the promotional materials and their destination, and the package must permit verification of the correctness of the number of pieces indicated,

- c. the total weight of one package shall not exceed 10 kg,
 - d. the number of pieces of promotional materials in the package (package quantities) and the total number of promotional materials must be identical to the data from the order,
 - e. each package must contain the same number of promotional materials and the number of promotional materials in one package must be identical to the number specified in the order pursuant to Article II, paragraph 3(g) of the GTC.
8. The Parties acknowledge that KOLOS shall not be liable for any damages arising from improper packaging, failure to maintain the same number of promotional materials in one package or different numbers of promotional materials in the package and on the order, as well as failure to comply with other obligations of the Customer in relation to the packaging of promotional materials.
9. The Customer is fully responsible for the content and graphic design of the promotional materials. KOLOS is not obliged to judge the content and graphic design of promotional materials. KOLOS is exclusively engaged in the distribution of promotional materials and is not in the position of a distributor of advertising within the meaning of Act No. 147/2001 Coll. on advertising, as amended, where the dissemination of advertising is carried out on its own behalf and under its own responsibility by the Customer.
10. The Customer declares and is fully responsible for the fact that none of the promotional materials intended for distribution will be in violation of the relevant legal regulations and will not infringe the rights of third parties arising from the regulations on trademarks, protected designations of goods and services, copyright regulations or other industrial or intellectual property rights.
11. KOLOS shall be entitled to refuse to distribute promotional material which, in KOLOS's opinion, is in breach of the relevant legislation, in which case KOLOS shall promptly notify the Customer of this fact, together with the reasons for refusing to distribute the material. KOLOS also reserves the right not to accept and deliver promotional materials whose content or graphic representation would violate the election moratorium.
12. In the event that any fine or other sanction is imposed on KOLOS due to the contradiction of the content or graphic design of the promotional materials with the relevant legal regulations (e.g. the content was defamatory or offensive, promoted violence, discriminated, interfered with the rights to the protection of personality, contained personal data about citizens without their prior consent, presented the nudity of the human body in a derogatory manner, etc. within the meaning of the provisions of Section 3 of Act No. 147/2001 on advertising, as amended) or claiming damages from third parties, the Customer undertakes to indemnify KOLOS in full for the damages incurred by KOLOS in this respect, including all costs that KOLOS had to incur in order to protect its rights and legally protected interests. This declaration by the Customer shall also be deemed to be a promise of indemnification by the Customer to KOLOS.
13. The Customer shall not be entitled to the return of pallets of the same number and quality as KOLOS took over from the Customer. KOLOS is obliged to return the pallets requested by the Customer only if it has them in KOLOS' central warehouse within 14 calendar days from the date of receipt of the pallets at the latest. In this case, the Customer shall be obliged to personally collect the said pallets at the address of KOLOS' central warehouse defined in clause 1 of this article of these GTC. In the event that the Customer or a third party authorised by the Customer does not personally collect the pallets within the stipulated period of 14 calendar days, KOLOS shall have the right to dispose of them and the Customer shall forfeit all resulting financial and/or non-financial claims, in particular the right to the return of the pallets and/or the right to the payment of the price of the pallets. If the Customer requests the return of pallets of the same number and quality, KOLOS shall prepare a quotation for the collection and re-storage of the pallets until they are handed over and taken over at the agreed address.

V. Execution of distribution

- 1. Delivery of promotional materials is carried out by KOLOS in accessible and undamaged mailboxes or in common mailboxes.
- 2. KOLOS undertakes to carry out the distribution within the specified distribution dates, taking into account the conditions specified in this article of these GTC.
- 3. In the event that, according to the terms and conditions agreed for the execution of the distribution, it is also necessary to deliver in locations outside the distribution regions, KOLOS is entitled, in agreement with the Customer, to arrange distribution through a third party, in which case the delivery and claims process in the locations in question shall be governed by the Terms and Conditions of this third party.
- 4. Due to the Customer's delay in delivering the promotional materials to KOLOS, the distribution may only be cancelled by written agreement of both parties. This shall not affect the Company's entitlement to contractual penalty pursuant to Article III of these GTC.
- 5. KOLOS is obliged to ensure that:
 - a. Promotional materials were delivered to mailboxes or common mailboxes intact,
 - b. distribution persons behave in a courteous and polite manner when interacting with residents (tenants, etc.) and that residents are not harassed beyond a reasonable degree appropriate to the circumstances,
 - c. the promotional materials distributed were delivered to the maximum number of mailboxes and common mailboxes as specified in the order.

6. KOLOS is obliged to carry out the distribution in such a way as to achieve delivery of the distributed promotional materials to accessible and undamaged mailboxes and common mailboxes of the residents to the extent of at least 90% for the agreed distribution location.

7. If the residents (tenants) of the apartment buildings have agreed together and have established so-called "common boxes" - spaces for the delivery of advertising materials, KOLOS is obliged to accept this fact and deliver the materials to these spaces designated by the residents (tenants). In the case of apartment buildings with a common mailbox, distribution material corresponding to a maximum of 50% of the agreed total distribution coverage for the apartment building will be delivered to the common mailbox, i.e. in the case of an apartment building with 100 mailboxes, 50 pieces of distribution material will be delivered to the common mailbox.

8. KOLOS shall inform the Customer in writing in the Client Zone or by e-mail message about the completion of the distribution by mutual agreement within 3 working days from the date of completion of the distribution. The resulting report shall contain at least the following information:

- a. specification of the promotional material to be distributed,
- b. place of distribution,
- c. inaccessible distribution points (entrances),
- d. details of the delivery of promotional materials to the shop,
- e. results of controls.

9. The distribution is deemed to be made (completed) on the last day of the distribution period by midnight.

VI. Distribution price and payment terms

1. The price for distribution shall be determined by agreement of the parties in accordance with Act No. 18/1996 Coll. on prices, as amended, in individual binding orders.

2. The price for distribution is always set for the total distribution coverage within the agreed distribution plan, regardless of the limitation set for the quantity of distribution material distributed to the common boxes.

3. The price for distribution is payable by wire transfer to the account of KOLOS specified in the invoice, based on the invoice issued by KOLOS and delivered to the Customer within 14 days from the date of issue, unless otherwise specified.

4. In the event that the Customer is in default in the payment of financial performance on the basis of invoices issued by KOLOS in accordance with the contract, KOLOS is entitled to interest on late payment at the statutory rate.

5. The Customer has the possibility to create maps of the areas to be distributed in excess of 3 maps / 1 distribution, the Provider is entitled to charge for the creation of such maps at a fee of 75 € / 1 map.

6. In the case of selective distribution, the Provider is entitled to increase the price of distribution by 40% compared to the standard price.

VII. Inspection and Complaints

1. KOLOS shall, at its own expense, continuously check the implementation of the distribution and take immediate measures to correct any defects and deficiencies found.

2. The Customer has the right to complain about the execution of the distribution by delivering the complaint to KOLOS via the Client Zone. The Customer shall be entitled to complain about defects in the distribution within 2 calendar days of the completion of the distribution. The complaint must contain the following information:

- a. term of distribution
- b. the date on which the complaint was made
- c. place of distribution
- d. address (in street and house number format)
- e. justification of the complaint

3. The Customer may also include in the complaint any other data (but not data that are considered to be personal data) that serve to identify defects in performance.

4. Claims submitted after the deadline as well as claims that do not contain the mandatory elements within the meaning of these GTC shall not be taken into account and the Customer's claims for defects in relation to the distribution made shall be extinguished.

5. KOLOS will handle the received complaints without undue delay, but no later than within 30 days from the date of filing the complaint. KOLOS shall inform the Customer about the handling of the complaint within 3 working days of the handling by sending a statement to the Customer about the manner of handling the complaint via the Client Zone, of which the Customer shall receive a notification e-mail.

6. KOLOS guarantees a 90% distribution success rate, i.e. KOLOS guarantees that at least 90% of the total number of mailboxes located in the locations marked as delivered by KOLOS according to the order have received the promotional materials.

7. The Customer shall be entitled to request KOLOS to carry out a joint inspection of the performance of the distribution after completion of the distribution. The request must be in writing and must be received by KOLOS no later than 48 hours prior to the joint inspection and within the time limit for making a claim. The joint inspection must be carried out no later than 2 calendar days from the date of completion of the distribution, otherwise the Customer shall lose the right to lodge objections and reservations and the distribution shall be deemed to have been carried out properly and on time. The joint inspection shall be carried out in the presence of authorised or authorised representatives of KOLOS and the Customer. KOLOS shall arrange for the joint inspection to be carried out in such a way that the joint inspection is completed within 2 calendar days from the date of completion of the distribution at the latest and shall notify the Customer of the date, time and place of the joint inspection or its timetable, as the case may be. The Customer shall be entitled to request a joint inspection pursuant to this clause of the GTC if the total volume of the number of promotional materials supplied in a single distribution is at least 500,000 items.

8. The only basis for the Customer's assertion of any claims against KOLOS for breach of KOLOS's obligations in the performance of distribution is the result of a joint inspection, signed by authorized representatives of the Customer and KOLOS. For the avoidance of doubt, the foregoing shall not affect the Customer's right to claim for the performance of distribution in accordance with clause 2 of this article of the GTC.

9. The maximum number of joint inspections carried out on the territory of the Slovak Republic for one distribution is: 0 for the number of distributed promotional materials from 500,000 to 850,000 copies, a maximum of 1 joint inspection, 0 for the number of distributed promotional materials from 850,001 to 1,000,000 copies, a maximum of 2 joint inspections, 0 for the number of distributed promotional materials over 1,000,001 copies, a maximum of 3 joint inspections, where one joint inspection may be for one Customer and one material per KOLOS branch and per one catchment area.

10. The Parties agree that KOLOS shall be entitled to a fee of € 60.00 per inspection for the performance of the joint inspection. The fee includes a joint inspection lasting up to 5 hours and the cost of transport up to 100 kilometres. The price for each additional hour of joint inspection beyond 5 hours is 20 € / 1 hour. The price for each additional 1 km beyond 100 km is € 0,50 / 1 km. The start of the check shall be deemed for the purposes herein to be the meeting of the authorised representatives of both parties at the designated place.

11. The joint inspection shall be based on an assessment of the quality of the distribution, which shall be assessed on the basis of the arithmetic average of the distribution inspections carried out by authorised representatives of both Parties. In the event that the Customer refuses to carry out an inspection at a particular location, the distribution at that location shall be deemed to have been carried out in a proper and timely manner.

12. The results of the inspection shall be recorded on a form (Checklist) signed by authorised representatives of both parties immediately after the inspection has been completed, thereby confirming the accuracy of the information on the Checklist. In the event that either party refuses to sign the Checklist or has reservations, this shall be indicated on the Checklist.

13. The Parties agree that a more detailed specification of the inspection process is set out in Annex 1 to these GTC, which is an integral part thereof.

14. The Customer shall be entitled to terminate the joint inspection at any time during the course of the joint inspection if the result of the joint inspection up to the end of the joint inspection demonstrates a distribution success rate of more than 90%. In the event that the Customer terminates the joint check before 30 measurements have been recorded in the check record, those measurements that are missing from the total number of check measurements shall automatically be recorded as "A - Yes".

VIII. Sanctions

1. Depending on the result of the joint inspection, the Customer is entitled to a contractual penalty against KOLOS in the following amount:

- a. if the result of the catchment area check shows a distribution success rate for the catchment area in question of between 85% and 90%, a contractual penalty of 2% of the distribution price, excluding VAT, attributable to the catchment area in question,
- b. if the result of the catchment area check shows a distribution success rate for the catchment area in question of between 80 % and 85 %, a contractual penalty of 5 % of the distribution price excluding VAT attributable to the catchment area concerned,
- c. if the result of the catchment area check shows a distribution success rate for the catchment area in question of between 70% and 80%, a contractual penalty of 15% of the distribution price excluding VAT attributable to the catchment area concerned,
- d. if the result of the catchment area check shows a distribution success rate for the catchment area in question of between 60% and 70%, a contractual penalty of 30% of the distribution price excluding VAT attributable to the catchment area concerned,
- e. if the result of the catchment area check shows a distribution success rate for the catchment area in question of between 50% and 60%, a contractual penalty of 50% of the distribution price excluding VAT attributable to the catchment area concerned,
- f. if the result of the catchment area inspection shows a distribution success rate for the catchment area of less than 50%, a contractual penalty of 100% of the distribution price excluding VAT attributable to the relevant catchment area.

2. If the delivery includes the delivery of promotional materials to outlets, in the event of a delay in the delivery of promotional materials to outlets due to a breach of KOLOS's obligations, the Customer is entitled to a contractual penalty of 10 € (in words ten euros) for each outlet in relation to which the distribution was not made on time.
3. Upon payment of the contractual penalty, all claims of the Customer arising from all breaches of KOLOS' obligations that occurred during the performance of the distribution shall be deemed settled.
4. A material breach of these GTC by the Customer shall be deemed to be in particular, but not exclusively:
 - a. failure to meet the deadline for delivery of promotional materials,
 - b. failure to comply with the quantity of the delivered load of promotional materials with the order,
 - c. non-compliance of the weight of one piece of promotional materials with the order,
 - d. failure to comply with the number of pieces of promotional materials in the order package,
 - e. non-compliance with the packaging method (cross-linking of packages, wrapping of packages).
 - f. failure to specify mutations or to label the supplied mutations of promotional materials
5. In the event of a breach of these GTC by the Customer, KOLOS shall be entitled to pay a contractual penalty to the Customer in the following amount:
 - a. in the case according to VIII.4.a 15 % of the total price of the order,
 - b. in the case of VIII.4.b, 10 % of the total price of the order,
 - c. in the case of VIII.4.c, 15% of the total price of the order,
 - d. in the case under VIII.4.d. 10% of the total price of the order,
 - e. in the case of VIII.4.e. 10% of the total price of the order.

IX. Changes to the contract

1. KOLOS reserves the right to change these GTC, especially in the event of changes in legislation, changes in market conditions, as well as if such a change is necessary due to organizational, technical, operational or other reasons on the part of KOLOS. KOLOS is obliged to notify the Customer that the wording of these GTCs will be changed at least 15 days before the effective date of such change and to make the new wording of the GTCs or changes to the GTCs available to the Customer in an appropriate manner in the event that the change to these GTCs is of a substantial unilateral change to these GTCs. Appropriate means of disclosure according to the preceding sentence means making the amended GTC or the new version of the GTC available on KOLOS' website.
2. In the event of the Customer's disagreement with a substantial change to the GTC, the Customer is entitled to terminate the contract, provided that the Customer exercises this right with KOLOS within 15 days from the date of making the changed GTC available. In such case, the notice period shall be 1 month and shall commence on the first day of the calendar month following the month in which the written notice of termination was delivered to the other party. For the avoidance of doubt, during the notice period, the services shall be provided on the terms and at the price applicable before the change made in accordance with this article of the GTC.

X. Duration of the contract

1. The contract is concluded for the period specified in the contract. If the period for which the contract is concluded is not specified in the contract, the contract shall be deemed to be concluded for an indefinite period.
2. The contract concluded for a definite period of time may be terminated by expiry of the period for which it was concluded, by written agreement of the parties, by withdrawal from the contract.
3. The contract concluded for an indefinite period of time may be terminated by written agreement of the contracting parties, by withdrawal from the contract, by termination of the contract.
4. The contracting parties are entitled to terminate the contract concluded for an indefinite period of time in writing without giving any reason. The period of notice in this case shall be three months and shall begin on the first day of the calendar month following the month in which the written notice of termination is given to the other party.
5. In the event that either party breaches the provisions of the contract and/or the terms and conditions, the non-defaulting party shall be entitled to withdraw from the contract with effect from the date of delivery of the written notice to the other party in the event that the defaulting party fails to remedy the breach even after giving written notice within a reasonable period of time granted by the other party, which shall be a minimum of 14 days.
6. The withdrawal must be made in writing and shall be effective on the date of its delivery to the other Party at the address of its registered office entered in the commercial register at the time of sending the withdrawal or at another address designated or known for this purpose.

7. Termination of the contract shall be without prejudice to the right of each of the parties to compensation for damages arising from a breach of contract by the other party. Neither Party shall be relieved of its obligation to settle its obligations arising from the default, including obligations arising after the Contract has become effective.

XI. Final Provisions

1. These GTC shall enter into force and effect on 15.01.2025.
 2. The GTC are an integral part of any validly concluded contract.
 3. A demand, notice or any other legal act /hereinafter referred to as a "Demand"/ of one Party shall be deemed to have been served on the other Party if it is made in person or by registered mail with "hand delivery" to the address of the Party specified in the Contract, or to the address last notified in writing by the Party concerned to the other Party. The notice shall be deemed to have been served on the date on which the Party concerned takes or refuses to take delivery or on the date on which the parcel sent to the address of the Party concerned is returned to the other Party after the expiry of the retention period, even if the returned parcel bears the indication 'addressee unknown'. If the Invitation was sent by e-mail or delivered by hand on a business day before 4 p.m., it shall be deemed to have been delivered at the time of successful transmission or delivery, if these occurred before 4 p.m. on a business day, otherwise on the next business day.
 4. In accordance with Section 17 as well as Section 271 of the Commercial Code, the Parties agree to treat the contents of the Contract as confidential and undertake to keep the contents of the Contract confidential or to ensure that employees or cooperating third parties keep the contents of the Contract confidential, as well as the facts which have come to their knowledge in the course of the performance of their obligations under the Contract, with respect to all entities other than the Parties to the Contract.
 5. The Parties declare that all possible disagreements that may arise from the Contract shall be resolved by the Parties first by mutual negotiation and only subsequently by proceedings before a locally competent court of the Slovak Republic.
 6. The legal relations between the Parties, which are based on the Contract, but which are not expressly regulated by the Contract, shall be governed by the relevant provisions of the applicable legislation of the Slovak Republic.
 7. In the event that any provision of the Contract and/or these GTC is invalid, this shall not affect the validity of the remaining provisions of the Contract and these GTC. Invalid provisions shall be replaced by the provisions of the applicable legislation of the Slovak Republic which are closest in content and purpose to the content of the contract and these GTC.
 8. Unless otherwise follows from the Contract or these GTC, the Contract may only be amended by written changes and amendments agreed and signed by both parties.
- By concluding the contract, the Customer confirms that he/she has carefully read these GTC, all their provisions are clear and understandable to him/her, he/she has understood these GTC in their entirety and agrees with them.