

Annex No. 1 to the agreement/ framework contract/ purchase order/price quotation

GENERAL TERMS AND CONDITIONS OF MARTUS, s.r.o. (further only as „GTC“)

1. Introductory provisions

- 1.1** These General Terms and Conditions of Purchase and Sale (hereinafter also referred to as "**GTC**" or "**Terms and Conditions**") regulate the terms and conditions of business cooperation and the rights and duties of its parties within the framework of the business relations of **MARTUS, s.r.o.**, with its seat at Považská 67, Nové Zámky 940 67, Company ID number 36 520 012, registered at the Commercial Register of the District court in Nitra, section: Sro, document number: 10212/N, as the Customer (hereinafter also referred to as „**Customer**“) and its business partners as Suppliers (hereinafter also referred to as „**Supplier**“), who supply (i) goods, (ii) services, (iii) works or (iv) other similar services to the Customer, including those Suppliers with whom the Customer has concluded a separate contract/framework contract or purchase order.
- 1.2** These GTC form an integral annex to any purchase order, quotation, contract of sale, contract for work or other similar contract concluded between the Customer and the Supplier.
- 1.3** The Customer and the Supplier shall hereinafter in these GTC be referred to also as "**Parties**".
- 1.4** The GTC are valid for all acts that occur between the Supplier and the Customer in connection with the supply of goods, works or services by the Supplier to the Customer and specify the rights and obligations of the Parties to these legal relations. These GTC also serve as interpretive rules for the interpretation of the content of the rights and obligations of the Parties.
- 1.5** In the event of a conflict between the provisions of the contract and these GTC, the provisions of the contract shall prevail.

2. Conclusion of the contract

- 2.1** The order and/or quotation for the supply of goods/works/services (hereinafter also referred to as "**subject of performance**" or "**subject of delivery**") by the Supplier to the Customer is confirmed and binding upon delivery to the Supplier and the Supplier is obliged to deliver the agreed subject of performance to the Customer on the basis of the order, i.e. the relevant contract (hereinafter also referred to as the "**Contract**") is concluded. The order and/or quotation shall also be deemed to have been tacitly accepted by the Supplier, i.e. if the Supplier does not notify the Customer within two working days of its receipt that it does not accept the order and/or quotation, it shall be deemed to have accepted it.
- 2.2** The Parties agree that these GTC shall also govern orders placed by telephone, whereby a standard order has been placed following a telephone order. An email order shall be deemed to have been received when it is sent to the agreed address.

3. Agreement on price, payment terms

- 3.1** The prices for the subject of performance are agreed in the order/contract or another separate document, which constitutes an addendum/supplement to the order/contract and is confirmed by both Parties in a way that is in accordance with these GTC. The prices are valid without value added tax. VAT will be charged on the prices in accordance with the applicable legislation.
- 3.2** Prices may only be changed in the cases expressly agreed in these Terms and Conditions or by agreement between the Supplier and the Customer and after their written confirmation by the Customer. Price increases must always be agreed in writing in advance by the Customer. Prices are automatically adjusted exclusively under the conditions agreed in writing in the order/contract.
- 3.3** Invoices are due 45 days from the date of receipt, unless otherwise agreed. Each invoice must include the Customer's order/contract number.
- 3.4** In accordance with section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax, the Customer agrees that the Supplier shall issue an invoice in electronic form and send it to the email address fakturacia@martus.sk for the services or goods supplied or on account of any business relationship between the Customer and the Supplier. If the Customer informs the Supplier of a change of email address, the Supplier shall be obliged to send the invoice to the new address. The invoice shall be deemed to have been received on the first working day following the day on which the invoice is sent to the Customer's e-mail address. The Customer is entitled to withdraw its consent at any time with immediate effect.

- 3.5 All payments shall be made by the Customer to the Supplier only. The Supplier shall be entitled to assign to third parties or pledge in favour of third parties any claims it has against the Customer and only with the prior written consent of the Customer.
- 3.6 The Customer shall be entitled to set off established mutual receivables and payables (including outstanding ones). The Supplier shall not be entitled to set off mutual claims without the written consent of the Customer. In the event of disputed claims and liabilities between the Customer and the Supplier, the Customer shall be entitled to suspend payment of invoices to the Supplier until such time as the mutual claims have been clarified and/or settled. Suspension of payments does not and cannot imply that the Supplier is entitled to suspend delivery of the subject of delivery under the purchase order/contract and these Terms and Conditions.
- 3.7 Payments shall be made exclusively by bank transfer. Payment shall be deemed to have been made at the moment of debiting the Customer's account in favour of the Supplier's account. A deviation shall only apply if the Customer agrees to the deviation in writing in the individual case. Each Party shall bear its own bank charges.
- 3.8 If the Supplier is published in the relevant list of persons (list of value added tax payers for whom there are reasons for cancellation of registration pursuant to Section 81(3) of Act No.222/2004 Coll. on value added tax) maintained by the Financial Directorate of the Slovak Republic, the Customer is entitled to withhold an amount corresponding to the amount of VAT on unpaid invoices. The withheld amount shall subsequently either be used in accordance with Section 69b of Act No. 222/2004 Coll. on value added tax or shall be paid to the Supplier after the competent tax authority confirms that the Supplier has no tax arrears.
- 3.9 Invoices issued by the Supplier shall not be attached to deliveries and shall be delivered separately in the manner specified in the purchase order/contract including its annexes.

4. Delivery of subject of delivery, risk of damage to the subject of delivery

- 4.1 The place of delivery is the place specified in the order/contract. If the place of delivery is not specifically agreed, it is valid that the place of delivery shall be the Supplier's registered office.
- 4.2 The agreed delivery times are binding on the Supplier.
- 4.3 The delivery period agreed in the order/contract is fixed.
- 4.4 The Supplier is obliged to deliver the subject of delivery in the ordered scope together with complete and faultless documents relating to the subject of delivery. Should the Supplier fail to fulfil this obligation, this shall constitute a material breach of the contractual obligation and the Customer shall be entitled to withdraw from the order/contract without the Supplier being entitled to any claims against the Customer on this ground.
- 4.5 If the Supplier fails to perform within the agreed period of time, the Customer shall have the right to withdraw from the order/contract in full or in part at its option, or to grant a further additional period of time.
- 4.6 The Parties agree that in the event of delay in the delivery of the entire performance in accordance with the order/contract duly and on time, the Customer shall be entitled to a contractual penalty against the Supplier in the amount of 0.5% of the price of the subject of delivery for each day of delay, without prejudice to the Customer's right to compensation for damages incurred by the Customer, including lost profits, to the full extent.
- 4.7 The Parties agree that the actual damage incurred by the Customer in the event that the entire performance under the relevant order is not delivered to the Customer duly and on time shall also be the amount corresponding to the substitute purchase of the undelivered goods, work or services (subject of performance) from another supplier and the additional costs associated therewith. Withdrawal from the contract shall not be a condition for claiming damages and/or contractual penalties.
- 4.8 The Supplier is obliged to inform the Customer in writing immediately of any delay in the delivery of the subject of delivery. The time limits shall always apply as fixed time limits.
- 4.9 The subject of delivery is always dispatched and transported at the Supplier's risk. The Supplier shall bear the risk of damage, loss, theft, destruction or deterioration of the subject of delivery or other damage until the subject of delivery has been duly handed over to the Customer.
- 4.10 The insurance of shipments at the Supplier's own expense is left to the Supplier's discretion. The cost of carriage, including any customs duties and similar carriage charges, shall always be borne in full by the Supplier.
- 4.11 The Customer shall be entitled to refuse to accept any subject of delivery that does not meet the parameters agreed in the framework order and/or the contract and/or these terms and conditions

and/or legal regulations, including technical standards. The Customer shall be entitled to return to the Supplier, at the Supplier's expense, any subject of delivery which does not meet the parameters agreed in the purchase order and/or the contract and/or these terms and conditions within three months of acceptance, and in the event of such return the subject of delivery shall be deemed not to have been delivered.

- 4.12** The Supplier is obliged to provide permits, attestations, certificates and all proofs and documents that are required by law for the subject of delivery.
- 4.13** The Customer shall become the owner of the subject of delivery at the moment of its acceptance from the Supplier. If the subject of delivery is a work which is to be constructed at the Customer, respectively at the Customer's premises (e.g. the subject of a lease), the Customer becomes the owner of the subject of delivery at the moment of its incorporation (in the case of incorporation in parts, the Customer becomes the owner in parts).
- 4.14** The Customer shall be entitled to cancel the order at any time without any reason up to the time of delivery of the subject of delivery and the Supplier and/or third parties shall not be entitled to any claims against the Customer.
- 4.15** The Supplier shall indemnify the Customer against all claims of third parties arising as a result of a demonstrable breach of the Supplier's obligations under the contract and/or the purchase order and/or the Terms and Conditions or as a result of a demonstrable culpable breach of generally binding legal regulations by the Supplier, and shall compensate the Customer for the damages incurred thereby. This shall also include, in the event of a breach (of obligation) of the Supplier, the costs of legal defence in judicial, official/administrative and extrajudicial proceedings, including the necessary costs for legal assistance and any fines, order fines and other financial penalties imposed on the Customer or the Customer's customers. In the event of an official investigation triggered by a breach of the Supplier's obligation, the Supplier is obliged to inform the Customer without undue delay and provide the investigating authorities, in consultation with the Customer's company, with an opinion on the facts alleged and on its liability for the subject of delivery. The obligation to indemnify (exempt) shall also apply in the event of culpable breach of duty or misconduct on the part of subcontractors whom the Supplier has entrusted with the performance of its contractual obligations.
- 4.16** The Supplier shall be liable and indemnify the Customer against any costs, expenses, claims, actions, proceedings or demands which may be brought against or incurred by the Customer, its employees, agents, contractors, business partners or visitors in respect of any injury, personal injury, accident, loss or damage of any kind to any person or property of any kind for which the Supplier is responsible and which are caused by:
 - 4.16.1 physical, chemical, mechanical or biological effects of the subject of delivery on the surroundings or the Customer's products,
 - 4.16.2 processing of the subject of delivery,
 - 4.16.3 activity/inactivity of the Supplier, or neglecting of the duty by the Supplier, by its employees, managers, invitees, contractors or others involved in the supply of the subject of delivery, including fines/sanctions imposed by third parties including public authorities.
- 4.17** The Supplier agrees to indemnify the Customer in full and without limitation against all damages and costs, including any costs incurred by the Customer for legal, tax or financial advice from professional advisers, which the Customer may incur in connection with any claims, proceedings, disputes or other documents or facts described in paragraph above.

5. Quality of subject of delivery

- 5.1** At the Customer's request, the Supplier shall at any time provide a detailed certificate of conformity relating to the subject of delivery or, where applicable, the packaging material, issued by an expert and complying with the legal regulations and relevant standards.
- 5.2** Foreign manufacture as well as assignment of the order or part thereof to subcontractors or other entities is excluded, unless otherwise expressly agreed.
- 5.3** The Supplier undertakes to deliver the subject of delivery in first-class quality. The Customer shall be entitled not to accept the subject of delivery which does not meet the quality conditions applied to it.
- 5.4** The Supplier shall be fully responsible for maintaining all the agreed parameters of the subject of delivery and shall also be responsible for any deterioration of the subject of delivery during its eventual storage for the Customer until its acceptance by the Customer.

5.5 If the Supplier delivers to the Customer any subject of delivery other than of the specified quality or without the agreed or relevant documents relating to the given subject of delivery, the Supplier violates the provisions of section 420 of the Commercial Code and the subject of delivery shall be deemed defective. The delivery of any subject of delivery other than the one ordered is also defective. A delivery that does not meet all the conditions of Article 5 of these GTC shall not be deemed defective if the Customer agrees to them in writing.

6. Defects of subject of delivery, guarantee and guarantee period

6.1 The Supplier guarantees that the subject of delivery complies with the provisions of the legal and official regulations in force in the Slovak Republic for its sale and use, does not infringe the rights of third parties neither is encumbered by them and can be freely disposed of. In particular, the subject of delivery must comply with all safety and other technical regulations as well as any other applicable legal provisions.

6.2 The Customer is not obliged to accept the subject of delivery if it is not free from defects and imperfections. If defects and imperfections are found upon acceptance of the subject of delivery, the Customer is entitled to refuse acceptance of the work. The Supplier is obliged to remedy the defects and imperfections identified within 15 days of the Customer's refusal to accept the work. This is without prejudice to liability for delay.

6.3 The Supplier assumes warranty for its deliveries in accordance with the statutory provisions. This shall, to the exclusion of the application of section 434 of the Commercial Code, which has been agreed by the Parties, also apply to any infringement of the intellectual property rights of third parties pursuant to section 559 of the Commercial Code. In the event of a breach of the contractual obligation to deliver the goods free of factual and legal defects, which results in the liability of the Customer towards third parties, the Customer shall have a right of recourse against the Supplier for compensation for the damage incurred. The Supplier undertakes to provide immediate compensation free of charge for the subject of delivery whose defects were subsequently detected and which were not apparent when the subject of delivery was delivered (latent defects). The Supplier shall not use the objections of late notification of defects and failure to carry out an inspection (section 428 of the Commercial Code of the Slovak Republic). The Customer is therefore not obliged to inspect and open the subject of delivery and its packaging in view of the exclusion of the application of section 428 of the Commercial Code of the Slovak Republic, so that any defects in the subject of delivery and packaging which were discovered at a later date can be claimed back from the Supplier and entitle the Customer to claim performance under the guarantee.

6.4 No acknowledgement can be inferred from a paid invoice. In particular, payment does not imply a waiver of rights arising from any delayed deliveries, nor does it imply an acknowledgement that the subject of delivery is actually as ordered or that it is complete or faultless.

6.5 The minimum warranty period shall be 24 months and shall commence from the date of acceptance of the subject of delivery by the Customer. During this warranty period, the Supplier is obliged to assess the claim within 5 working days from the date of notification of the claim by the Customer. Any transport (forwarding) costs as well as other costs related to the claim shall be borne in full by the Supplier. The Customer shall be entitled to set off any costs so incurred against the Supplier's claims (including outstanding claims), to which the Supplier agrees.

6.6 Claims for defects are time-barred after four years. The limitation period begins to run on the date on which the Customer notifies the Supplier of the existence of defects in the goods.

7. Special provisions for delivery of work or service

7.1 If the subject of delivery is a work and/or service, the price of the work and/or service is agreed by the Parties as fixed, final and not subject to any changes during the entire duration of the contract, unless the Parties expressly agree otherwise in writing. Any different pricing of the work must be agreed in writing by the Customer, whereby the Supplier shall not be entitled to any unilateral increase in the price of the work in the form of a surcharge, remuneration or any other increase in the price of the performance for the Customer.

7.2 The price may be changed only in the cases expressly agreed in these Terms and Conditions or by special agreement of the Parties and after its written confirmation by the Customer.

7.3 The price of the work, resp. service agreed in the order/contract includes any and all costs of the Supplier associated with the performance of the work or delivery of the service (travel costs,

accommodation costs and work tools and equipment and others, if applicable) and incurred during the performance of the subject of delivery, including any organisational costs.

- 7.4** Upon completion of the works and delivery of the subject of delivery, the Supplier is obliged to attach to the last invoice, in addition to the inventory of the works carried out, a handover report signed by the responsible employees of the Customer.
- 7.5** The Supplier undertakes to conclude a contract with an insurance company to cover liability insurance for damages caused in connection with the performance of the subject of delivery.
- 7.6** Payment of a partial invoice does not imply acceptance of the work/service or part of the work by the Customer.
- 7.7** In the event of non-compliance with quality requirements, performance standards, non-compliance with the applicable technical documentation, valid technical standards and technical specifications for the work and other objective requirements of the Customer by the Supplier, the Customer has the right to:
- 7.7.1 reduce the price of the work if the result is properly usable for its intended purpose despite quality deficiencies, in proportion to the rate of performance degradation from specified standards; or
- 7.7.2 withhold payment if the result is unusable for the stated purpose;
The withheld or reduced payment will be paid in full once all quality deficiencies, defects and shortcomings have been rectified.
- 7.8** The Supplier shall carry out the work/service in such a way that the work/service complies with the terms of the order/contract and these GTC, and that the work is operable, that the work/service is free from defects and meets the requirements and parameters for the purposes for which the work is to be used or for which it is customarily used.
- 7.9** During the performance of the work/provision of service the Supplier is obliged to arrange tools, personal protective equipment and other equipment necessary for the proper performance of the agreed work/service at his own expense, unless otherwise agreed in writing with the Customer.
- 7.10** The Supplier shall be fully responsible for the health and safety of the workers during the execution of the work or the provision of the service.
- 7.11** The Supplier shall comply with the rules in force in the area where the work is performed/service is provided, in particular the prohibition of entering under the influence of alcohol, bringing alcohol to the workplace, theft of the property of the Customer and third parties.
- 7.12** The Supplier shall not be liable for defects in the work/service caused by the use of unsuitable materials and items provided by the Customer to the Supplier, whilst the Supplier has notified the Customer in writing of their unsuitability but the Customer has insisted on their use.
- 7.13** During the execution of the work/service, the Supplier is obliged to handle tools, materials and mechanisms in such a way as to avoid damage to the objects and other property of the Customer or third party. The Supplier shall pay for any damage incurred in full.
- 7.14** In the event of violation or non-compliance with the regulations in force for ensuring occupational safety, technical equipment and occupational health, the penalties imposed on the Customer for such violation by the Supplier shall be transferred in full to the Supplier.

8. Copyright works

- 8.1** In the event that within the scope of delivery of the subject of performance, the Supplier (or any person who provides the work/activities/services on behalf of the Supplier or who is used by the Supplier to perform/provide the work/activities/services) creates a copyright work or a computer program within the meaning of Act No. 185/2015 Coll., the Copyright Act, as amended (hereinafter referred to also as the "**copyright work**"), the Supplier shall, at the moment of delivery of the work and/or the activity and/or the provision of the service which contains the copyright work, transfer gratuitously to the Customer all transferable property rights to this copyright work.
- 8.2** The copyright work created by the joint activity of the Supplier and third parties designated by the Customer shall be deemed to be a joint work within the meaning of Section 92 of the Copyright Act, and the Customer shall be deemed to be the legal entity that initiated the creation of this copyright work and guided and ensured the process of its creation. The copyright work which is a computer program shall be deemed to be a computer program produced and supplied to order and shall be subject to section 91(4) of the Copyright Act.
- 8.3** In the event that for any reason the preceding paragraphs cannot be applied to the delivery of the copyright work, the Supplier grants the Customer, as of the moment of creation of the copyright work, a non-exclusive licence to use the copyright work, at the Customer's discretion, in any manner

pursuant to section 19 (4) of the Copyright Act, in particular, he/she shall be entitled himself/herself or through third parties to (i) make copies of the work, (ii) publicly distribute the original work or copies thereof by sale or any other form of transfer of ownership rights, (iii) publicly distribute the original work or copies thereof by rental or loan, (iv) include the work in a collective work, and (v) publicly transmit the work to the extent necessary for the proper use of the copyright work and for achieving the purpose of the order/contract. The license is granted as a full, exclusive, without territorial limitation and without material or temporal limitation, for all known uses of the copyright work. The licence is granted gratuitously. The Customer is not obliged to make use of the exclusive licence. The Supplier expressly agrees that the Customer may at any time grant to third party(ies) permission to use the copyright work - a sub-licence. The Supplier grants the Customer permission to assign the licence or any part thereof to a third party at any time.

- 8.4** The rights and obligations under this licence shall pass to the successors in title of the Customer.
- 8.5** The Supplier declares that it is entitled to transfer the copyrights and grant licenses within the meaning of this article of the GTC and that it has duly settled contractual or other relations with the authors of these copyright works. The Supplier shall be liable to the Customer for any damages, costs or expenses, including legal expenses, resulting from any infringement of the copyright and other intellectual property rights of third parties by the proper use of the work, which any third party may recover from the Supplier.
- 8.6** Licences are granted free of charge. The Supplier shall not be entitled to any remuneration or other monetary consideration from the Customer even if the Customer generates revenue as a result of the use of the licence (use of the work, sub-licensing of the use of the work, assignment of the licence, etc.), irrespective of the amount of such revenue. Any revenue generated by the use of the licence shall belong exclusively to the Customer.
- 8.7** The licence may terminate only by agreement of the Parties on a date specified in the agreement. The Parties exclude any other method of termination of the licence granted under this order/contract.
- 8.8** In the event of any facts arising which would prevent the Customer from properly enjoying any transferred copyrights or rights under the licence granted under this clause of the GTC, the Supplier undertakes to use its best endeavours to settle such fact.
- 8.9** All agreements of the Parties in this article of the GTC shall also apply in the event that this order/contract is terminated for any reason whatsoever.

9. Termination of contractual relationship

- 9.1** The Parties can terminate the contractual relationship by agreement.
- 9.2** If the order/contract is for repeated performances, it can be terminated. Termination of the contractual relationship must be made in writing.
- 9.3** The contractual relationship for recurring performances agreed for an indefinite period of time may be terminated by both Parties by giving one month's notice without stating a reason, which shall commence upon receipt of the notice of termination.
- 9.4** The contractual relationship may be terminated by the Customer with immediate effect in the event of the Supplier's disagreement with a change to these GTC.
- 9.5** The contract may be withdrawn from in the cases provided for in this contract and by law.
- 9.6** The Customer shall be entitled to withdraw from the contract in particular if
 - 9.6.1** the Supplier delivers the subject of delivery or performs the work or provides the service in violation of the contract/order/GTC, related documentation, laws, applicable technical standards, etc.;
 - 9.6.2** the Supplier is the subject of insolvency proceedings or has been the subject of a petition in insolvency or the bankruptcy petition was rejected for lack of assets or has been the subject of restructuring proceedings or restructuring proceedings have been initiated or has entered into liquidation;
 - 9.6.3** the Supplier is in delay with the delivery of the subject of delivery or in delay with the performance of the work or provision of the service by more than 10 days compared to the terms agreed in the order/contract or it is evident that it will not meet the deadline for the delivery of the subject of delivery in accordance with the order/contract;
 - 9.6.4** the Supplier fails to start work on the work within the agreed time or interrupts the work for more than 5 working days without justification.
- 9.7** The Supplier is entitled to withdraw from the contract if:

- 9.7.1 the Customer is more than 30 days in arrears with payments under this contract despite written notice from the Supplier with an alternative period for performance.
- 9.8 Withdrawal must be in the form of a written notice. Withdrawal shall be effective from the day following the day on which the notice of withdrawal is received by the other Party. Even if the contract is withdrawn, the Supplier shall still be obliged to carry out the necessary work and actions that are necessary to avert the risk of damage to the Customer's property or to other persons' property, as well as those measures that are necessary to avert the risk to life and health arising from the interruption of the work, even if the Customer does not invite the Supplier to do so.
- 9.9 If the contract is withdrawn by the Customer for any reason on the Supplier's side, the Supplier shall not be entitled to any performance from the Customer.

10. Other conditions and declarations

- 10.1 For the resolution of disputes arising out of the contract concluded between the Supplier and the Customer, the Parties have chosen the jurisdiction of the courts of the Slovak Republic and the law of the Slovak Republic as the applicable law.
- 10.2 Unless otherwise provided in this order or these GTC, any notice, request, demand, waiver of right, consent, approval or any other communication required or permitted to be given (further as "Notice") shall be made in writing in the Slovak language and shall be deemed to have been delivered, if it is delivered personally or by registered mail, return receipt requested, postage prepaid by the applicable sender, to the address of that Party set forth in the header of the order/contract or to such other address as shall be notified to the other Party in writing at least five (5) business days in advance in accordance with this clause. In the event of unsuccessful delivery of the Notice by registered mail, the 5th (fifth) day of the date of the proven mailing shall be deemed to be the date of proper delivery. Any Notice hereunder shall also be deemed to have been duly given if the addressee refuses to accept such Notice.
- 10.3 These Terms and Conditions may only be amended or supplemented with the express written consent of the Customer.
- 10.4 All legal relations between the Customer and the Supplier, including the question of whether or not a contract has been formed, shall be governed exclusively by the laws of the Slovak Republic.
- 10.5 In the event that any parts of these Terms and Conditions of the Customer are invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining parts of these GTC shall remain unaffected.
- 10.6 Where these Terms and Conditions govern the rights of the Customer, this shall not limit or otherwise affect any rights of the Customer under law or other legislation.
- 10.7 Upon approval of these Terms and Conditions, all previous contracts and terms and conditions of purchase and sale between the parties and agreements thereon shall cease to have effect.
- 10.8 The Parties undertake to keep all confidential information received about the business partner confidential for an indefinite period of time. This applies in particular to all information that is declared confidential or information that is recognizably a company or trade secret. The Parties shall only be entitled to disclose and advertise the fact of cooperation with the Customer with the express prior written consent of the Customer. The use of the trade name, brand name or other trademarks of the Customer or one of its companies shall be subject to the prior written consent of the Customer.
- 10.9 The Customer is entitled to change these Terms and Conditions, in particular if required by law, always with effect from the first day of the calendar month, whereby the Customer shall inform the Supplier of such change at least one month before the changes come into effect, together with sending the new version of the Terms and Conditions or publishing it on www.martus.sk. The amended Terms and Conditions shall become binding on both Parties upon their entry into force, unless the Supplier notifies the Customer by the time the new Terms and Conditions enter into force that it does not agree with the change in the Terms and Conditions and terminates the contract. In justified cases, where required by law under generally binding legislation, the effectiveness of changes to these Terms and Conditions may be determined by the Customer at an earlier date.
- 10.10 These GTC shall take effect on the 1st January 2024.