

GENERAL TERMS AND CONDITIONS

of MicroStep, spol. s r. o. (hereinafter also referred to as "GTC")

DEFINITIONS

These GTC contain the following terms with the meanings set out below:

- "Delivery": the carriage of the goods to the Customer pursuant to Article IV of these GTC;
- "Handover": the provision of services to the Customer or the transfer of the goods for use by the Customer, following their prior Delivery and, if so agreed, also following subsequent assembly and installation of the goods pursuant to Article V of these GTC;
- "Destination": the precisely specified location of the final placement or installation of the goods or the provision of services supplied by MicroStep, spol. s r. o., including the complete address, identification of the specific building, precise designation of the area within the building, and, where applicable, any other explicit identifying details;
- "Acceptance Test", also commonly referred to as "SAT" (Site Acceptance Test): verification of the functionality of the goods and their compliance with the Contractually agreed technical and operational parameters pursuant to Article V of these GTC;
- "Subject of the Contract": the individual goods and services supplied by MicroStep, spol. s r. o., as specified particularly in a written contract or these GTC;
- "Software": any software of equipment, and machinery or related thereto, including operating systems, application software, control programs, firmware, updates, modifications, configurations, databases, and related documentation;
- "Technical Specification": the precise, detailed, and final technical and performance parameters of the Subject of the Contract;
- "Technical Documentation" any documents or information in physical or electronic form related to Goods or Equipment, including Technical Specification, user manual (operating manual), information on preventive service inspections (revisions), maintenance and cleaning;
- "Goods": any item supplied by MicroStep, spol. s r. o. to the Customer, including equipment, parts thereof, and any consumables, assembly material, spare parts, etc.;
- "Equipment": technological units, systems, and machines, in particular for cutting, milling, drilling, marking, cleaning, blasting, welding, or material processing by plasma, flame, water jet, laser, or mechanical machining, including their accessories, parts, or components;
- "Contract": the contract concluded between MicroStep, spol. s r. o. and the Customer.

I. Subject of the GTC

- 1.1 These General Terms and Conditions have been issued by the company **MicroStep, spol. s r. o.** with registered office at Vajnorská 158, 831 04 Bratislava, company registration number IČO: 00 603 015, tax registration number DIČ: 2020418994, VAT registration number IČ DPH: SK2020418994, entered in the Commercial Register of the Municipal Court of Bratislava III, Section Sro, File No. 322/B, bank account number: IBAN: SK90 0900 0000 0006 3444 0366, BIC/SWIFT: GIBASKBX, e-mail: info@microstep.sk (hereinafter also referred to as "MicroStep"). These GTC govern all rights and obligations, as well as all factual and legal relations entered into by MicroStep and any other legal entity or natural person (herein also referred to as "Customer"), (the Customer and MicroStep shall jointly be referred to as "Parties").
- 1.2 MicroStep provides mainly the following Subjects of the Contract:
- a) Equipment and Goods,
 - b) Software,
 - c) assembly and installation of the Equipment,
 - d) service related to the Equipment,
 - e) lease of the Equipment.
- 1.3 These GTC shall be valid and effective for all legal and factual relations between MicroStep and the Customer, whereby, by entering into the Contract with MicroStep, the Customer confirms to have read and understood the GTC and to be familiar with them pursuant to § 273 of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter also referred to as "Commercial Code"). These GTC apply to any order of Goods or services from MicroStep, even if it is not explicitly stated in such order. Should the Parties wish to agree on different terms from these GTC, they must do so in a written Contract, while the text of these GTC shall in all circumstances remain in its original form, and any different Contractual arrangement negotiated in the particular Contract applies only to the particular Parties. Any intervention or change in the text of these GTC made by the Customer is invalid, and the version of GTC published on the website of MicroStep www.microstep.sk shall apply.
- 1.4 The purpose of the GTC is to govern legal relations between MicroStep and the Customer to ensure that:
- a) MicroStep shall provide the Subject of the Contract for the Customer pursuant to the Customer's requirements;
 - b) the Customer shall provide MicroStep with cooperation in the form of information, advance payments, and take actions necessary to prepare construction, technical, and personal aspects of the Destination for the assembly and installation of the Equipment;
 - c) MicroStep, the Customer, or the carrier shall deliver the Subject of the Contract to the Destination;
 - d) the Subject of the Contract shall be provided by MicroStep to the Customer upon delivery, or upon assembly and installation completion;
 - e) the Customer shall receive the Subject of the Contract in a due and timely manner and pay to MicroStep the price for the Subject of the Contract and other services indicated in the Contract or the GTC;
 - f) MicroStep shall provide the Customer with a warranty concerning the Subject of the Contract pursuant to the Contractual conditions.

II. Formation of the Contractual Relationship

- 2.1 MicroStep and the Customer are obliged to define the following in their pre-contractual negotiations:
- a) the Subject of the Contract under par. 1.2 of the GTC;
 - b) Technical Specification of the Subject of the Contract;
 - c) Destination for the Subject of the Contract;
 - d) exact technical specification of the Destination;
 - e) the type and parameters of inputs and media necessary for the correct operation of the Subject of the Contract in the expected extent;

- f) proposed price offer for the Subject of the Contract, payment maturity of the price for the Subject of the Contract, advance payment amount, amount and maturity of the individual instalments of the price for the Subject of the Contract, and, where applicable, security payment instrument for the price of the Subject of the Contract;
 - g) term of Delivery of the Subject of the Contract to the Customer, i.e. the date when the Subject of the Contract is to be transported from MicroStep to the Customer;
 - h) term of Handover of the Subject of the Contract to the Customer, i.e. the date of the provision of services to the Customer or the handover of the Equipment to the Customer for use by MicroStep, following their prior Delivery and, if so agreed, also following subsequent assembly and installation of the Equipment by MicroStep;
 - i) conditions of the Customer's necessary cooperation;
 - j) which Party will be procuring and paying the carriage, insurance of the Goods during carriage, and any additional costs;
 - k) MicroStep's location that is the point of dispatch of the Goods, the expected date of starting the carriage of the Goods, carriage terms and conditions.
- 2.2 Based on the outcome of the pre-contractual negotiations, MicroStep shall send to the Customer a filled-out template contract with rights and obligations of the Parties, including mainly the facts under par. 2.1 of the GTC. The Customer is obliged to send back to MicroStep two (2) counterparts of the draft contract (hereinafter also referred to as "Order") which consists of the filled-out template contract duly signed by the Customer's authorized representatives. The Contract entered into by and between MicroStep and the Customer shall become effective when the Order is accepted and signed by MicroStep. MicroStep shall send one (1) counterpart of the signed Contract back to the Customer.
- 2.3 The Contract supersedes any and all previous agreements by and between MicroStep and the Customer regarding the Subject of the Contract. Unless explicitly stated otherwise in the GTC, the Contract may be amended only in the form of a written amendment signed by both Parties. In case of a conflict between a provision of the particular Contract and a provision of the GTC, the relevant provision of the Contract shall prevail, and the conflicting provision of the GTC shall not apply to the relevant extent.
- 2.4 If the Contract does not include a precise Technical Specification of the Subject of the Contract or a precise technical specification of the Destination, the Customer shall approve the precise Technical Specification of the Subject of the Contract as well as the precise technical specification of the Destination within fifteen (15) calendar days from the signing of the Contract. If a pecuniary obligation of the Customer towards MicroStep is conditional upon the approval of the precise Technical Specification of the Subject of Contract or the precise technical specification of the Destination, such obligation shall become due no later than thirty (30) calendar days from the signing of the Contract, even if the Customer is in delay with such approval.
- 2.5 MicroStep is bound exclusively by legal acts executed in writing by the statutory body of MicroStep, or by their representatives, who have been authorized to perform such an act in writing by the statutory body of MicroStep, especially when concluding a Contract or its changes. A copy of the power of attorney of the representative acting on behalf of MicroStep must be attached to the individual legal act.

III. Price for the Subject of the Contract, Payment Terms, Security

- 3.1 The proposed price of the Subject of the Contract is determined by MicroStep at its sole discretion. The price of the Subject of the Contract specified in the concluded Contract is binding for both Parties. Unless explicitly agreed otherwise in the Contract, the price shall not include the cost of carriage or special packaging of the Goods or any other additional cost. The price shall be agreed in Euros as the currency.
- 3.2 MicroStep is entitled to change the Contract price, especially if during the implementation of the Contract there is a change in the technical or technological solution compared to the original solution, or in case of an amendment of the generally binding legal provisions having an effect on the price. MicroStep is obliged to inform the Customer of such a change or a potential change without undue delay. Should the price increase by more than 10% of the original price, the Customer shall be entitled to withdraw from the Contract. If the Customer does not withdraw from the Contract within seven (7) calendar days from the date on which MicroStep notified the Customer of the increase of the original price, the Customer's right to withdraw from the Contract expires. The Customer shall not be entitled to the right of withdrawal from the Contract in case the price of the Subject of the Contract increases due to reasons attributable to the Customer (e.g. if an increase in input prices occurs during the Customer's delay in fulfilling its obligations towards MicroStep).
- 3.3 In case of any change of the Subject of the Contract required by the Customer, MicroStep is entitled to reject or approve the requested change, extend the delivery period, and increase the price of the Subject of the Contract in accordance with its price list, while the Customer shall not be entitled to the right of withdrawal from the Contract. In case the Customer requests a change to the Subject of the Contract, MicroStep shall be entitled to extend any contractually agreed deadlines at its sole discretion, however by no less than the period from the date of the Customer's request until the date of acceptance or rejection of the change to the Subject of the Contract by MicroStep, and in such case MicroStep shall not be deemed to be in delay towards the Customer and MicroStep shall not be liable for any damages of the Customer.
- 3.4 Unless agreed otherwise in writing, the maturity of each pecuniary obligation of the Customer shall be fifteen (15) calendar days from the date of the event that gives rise to the Customer's duty to meet a pecuniary obligation. If, for reasons attributable to the Customer, in particular as a result of the Customer's delay or breach of its obligations, whether intentional or due to negligence, the occurrence of the event giving rise to the Customer's pecuniary obligation is delayed, the pecuniary obligation shall be deemed due and payable on the date on which such event should have occurred. In case of any doubts as to the maturity date, the pecuniary obligation shall be due and payable no later than on the first day of the month following the month in which the event giving rise to the Customer's duty to meet the pecuniary obligation should have occurred.
- 3.5 MicroStep shall be entitled to partial settlements and partial instalments. If only a part of the Subject of the Contract has been implemented that shall enable the Customer to use the basic features of the Subject of the Contract, the Customer is obliged to pay the price for the delivered part of the Subject of the Contract.
- 3.6 The Customer's payment shall be settled on the date of crediting the amount to MicroStep's bank account indicated in the Contract. If there is no bank account indicated in the Contract, the Customer is obliged to use MicroStep's bank account specified in par. 1.1 of the GTC.
- 3.7 The Customer shall not be entitled to set off any of its pecuniary claims against MicroStep's claims by a unilateral legal act, without prior written consent from MicroStep.

- 3.8 Should the Customer default on the payment, MicroStep shall be entitled to claim from the Customer a late payment interest of 0.05% of the default amount for each day of delay.
- 3.9 In order to ensure due and timely meeting of the Customer's obligation to pay the price of the Subject of the Contract or a part thereof, or for the purpose of ensuring the timely and proper completion of the Subject of the Contract, the Parties may agree to establish a letter of credit, bank guarantee or another similarly effective legal instrument (hereinafter also referred to as "Security"). Security form and terms shall be defined in the Contract.
- 3.10 Should the Customer fail to establish Contractually agreed Security in a due and timely manner, or fail to meet the agreed conditions of the Security, or should the scope or quality of the Security decrease during the period until the Customer acquires property rights to the Subject of the Contract, MicroStep shall be entitled to:
- suspend the performance of all its Contractual obligations and statutory duties without being deemed to be in delay and without being liable to the Customer for damages; and at the same time
 - demand additional Security from the Customer; or
 - withdraw from the Contract.
- 3.11 When selling taxable Goods/services to the Customer, MicroStep is obliged to issue to the Customer an invoice meeting all statutory requirements. Any prices and calculations stated in the communication between the Parties or in the GTC are without VAT, unless explicitly stated otherwise in writing. VAT shall be invoiced always pursuant to applicable law at the time of invoice issuance. The Customer undertakes to notify MicroStep immediately and in writing of any changes to its tax registration (VAT number) and/or changes concerning its VAT status (VAT payer or non-payer).
- 3.12 Unless agreed otherwise in writing between the Parties, the GTC, as well as any price list of MicroStep's Goods or services (e.g. when referred to in a Contract) applies in the version valid at the time when the related legal or factual act is taking place. MicroStep usually regularly prepares and updates price lists of its Goods and services. Unless already explicitly agreed otherwise in writing, MicroStep shall be entitled to unilaterally amend and modify any price lists of its Goods and services at its sole discretion.
- 3.13 Unless agreed otherwise in writing, MicroStep has the right to increase the price of the Subject of the Contract every time the aggregate value of inflation for the period from the date of conclusion of the Contract with the Customer, or from the effective month of the previous price increase of the Subject of the Contract based on this provision, reaches 5% (in words: five percent) within the Slovak Republic or the Eurozone. The increase in the price of the Subject of the Contract shall take effect from the first day of the calendar month following the period in which the total value of inflation reaches 5%, while MicroStep has the right to make this increase by the actual value of inflation reached at the time of its effectiveness.

IV. Packaging, Carriage, Transfer of Risk, Delivery of the Goods

- 4.1 MicroStep is obliged to provide:
- packaging and preparation of the Goods for carriage;
 - submission of the Goods to the nominated carrier;
 - if specifically stated in the Contract, assembling and installing the Subject of the Contract at the place of Destination;
 - if specifically stated in the Contract, provide training to the Customer's staff.
- 4.2 Unless agreed otherwise in writing, MicroStep shall, at its sole discretion, provide for packaging and labelling of the Goods that is customary for road transport (by truck). The packaging materials of the Goods shall be non-returnable, and the Customer shall bear the cost and responsibility in relation to disposal, or recycling of packaging, securing, and protective materials used during carriage.
- 4.3 Unless agreed otherwise in the Contract, upon the Delivery of the **Goods** MicroStep is obliged to:
- where applicable, obtain any **export licence** or other official authorization, pay all duties, taxes, and other charges related to **export**, and carry out all customs formalities necessary for the exportation of the Goods;
 - provide the Customer with the information necessary for the Customer to get insurance coverage for the Goods;
 - Deliver the Goods to the Customer, in case **MicroStep is obliged to procure carriage**;
 - submit the Goods to the carrier nominated by the Customer, in case **the Customer is obliged to procure carriage**, while in case the Customer omits to provide instructions necessary for carriage in a timely manner, MicroStep shall enter into a Contract of carriage regarding the Goods at the risk and expense of the Customer;
 - until the risk of loss or damage to the Goods is transferred to the Customer, bear risks of loss or damage to the Goods;
 - notify the Customer of:
 - receipt of the Goods by the carrier on a set date, and provide the Customer with information and documents necessary to receive the Goods from the carrier;
 - failure to receive the Goods by the carrier on a set date;
 - at the Customer's request, risk and expense, render assistance in obtaining the documents to prove the rights to the delivered Goods;
 - pay the costs of any inspections (quality checks, checks of size, weight, and number) that are necessary to Deliver the Goods pursuant to the Contract, as well as the costs of any pre-shipment inspection when such inspection is mandated by the authorities of the country of export;
 - at the Customer's request, risk and expense, render timely assistance in obtaining documents and information needed by the Customer for import of the Goods or for carriage of the Goods to the Destination.
- 4.4 Unless agreed otherwise in the Contract, the Customer is obliged to:
- confirm to MicroStep immediately in writing that a fulfilled obligation of MicroStep has been met (e.g. for customs, bank, or insurance company);
 - in a due and timely manner, not later than within seven (7) business days prior to the agreed date of Delivery of the Goods to the Destination provide MicroStep with all information and documents concerning the receipt of the Goods by the carrier (including mainly the carrier's name, contact details, proposed exact date and time of the dispatch of the Goods from MicroStep's location, mode of carriage, carrier's capacity), in case the Customer is in charge of the carriage of the Goods;
 - procure the carriage of the Goods in a due and timely manner, in case the Customer is in charge of the carriage of the Goods;
 - in a due and timely manner, carry out all activities aimed at the construction and technical preparedness of the place of Destination;
 - pay the purchase price for the Subject of the Contract or for a part thereof in due and timely manner;
 - accept and receive the Subject of the Contract, or a part thereof, in a due and timely manner;

- g) unload the Goods from MicroStep's vehicle or from the vehicle of the carrier in the Destination at its own expense and risk and store the Goods before installation in the Destination;
 - h) enable MicroStep to access the place of Destination for the installation of the Subject of the Contract, in case MicroStep is obliged to such installation;
 - i) provide MicroStep with the due cooperation necessary to meet its obligations;
 - j) to ensure the participation in the training of qualified and professionally competent persons, to provide in advance the name and surname of each trained person, in case MicroStep is obliged to train the Customer's staff;
 - k) provide comprehensive insurance of the Destination, especially against damage of the Goods, theft and natural events, as well as liability insurance for damage to the Goods, as well as insurance of the Goods against damage, loss and theft, in the minimum amount of insurance coverage equal to the price of the Goods, no later than the day on which the Goods are to be delivered to the Customer.
- 4.5 Unless agreed otherwise in the Contract, upon Delivery of the **Goods**, the Customer is obliged to:
- a) at its own expense and risk, obtain any **import licence** or other official authorizations and clear customs in relation to Goods import and transit through any country;
 - b) at its own expense, enter into a Contract of carriage of the Goods from the agreed point of Delivery, unless MicroStep is obliged to procure carriage of the Goods;
 - c) accept and receive the Goods, or a part thereof, in due and timely manner;
 - d) bear all risks of loss of or damage to the Goods from the moment of the transfer of the risk of damage to the Goods to the Customer;
 - e) pay all costs in relation to the Goods from the time of the Delivery to the Customer, as well as the costs of carrying out customs formalities payable upon export of the Goods, as well as all duties, taxes, and other charges **due after export**;
 - f) pay all duties, taxes, and other charges as well as the costs of carrying out customs formalities payable upon **import of the Goods** and for their transit through any country;
 - g) pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export;
 - h) reimburse MicroStep all costs and charges incurred in rendering assistance in obtaining the documents under par. 4.3 (i) of the GTC;
 - i) reimburse MicroStep all costs (including storage fee) incurred due to the fact that the Customer:
 - (i) failed to procure carriage of the Goods in a due and timely manner;
 - (ii) or the carrier nominated by the Customer failed to receive the Goods from MicroStep for carriage in a due and timely manner;
 - (iii) failed to conduct acts in a due and timely manner aimed at the construction and technical preparedness of the place of Destination;
 - (iv) violated its obligation under par. 4.4 b) of the GTC.
 - j) notify MicroStep in a timely manner of all binding (especially security) requirements in order to meet obligations of MicroStep under these GTC;
 - k) at its own risk and expense, provide MicroStep with timely assistance in obtaining documents and information necessary for carriage, export, and import of the Goods, including any transit country.
- 4.6 The Parties have agreed that should the Customer **receive the Goods** in a due and timely manner, the risk of loss or damage to the Goods shall be transferred to the Customer:
- a) at the moment when the Customer received the Goods in case **MicroStep was obliged to procure carriage of the Goods**;
 - b) at the moment when the carrier nominated by the Customer received the Goods from MicroStep in case the **Customer was obliged to procure carriage of the Goods**.
- 4.7 The Parties have agreed that should the Customer **fail to receive the Goods** in a due and timely manner, the risk of loss or damage to the Goods shall be transferred to the Customer:
- a) on the date when the Customer could have, or should have received the Goods in case **MicroStep was obliged to procure carriage of the Goods**;
 - b) on the date when the carrier nominated by the Customer received, or should have received, the Goods from MicroStep in case the **Customer was obliged to procure carriage of the Goods**.
- 4.8 The Parties have agreed that the risk of loss or damage to the Goods shall be transferred to the Customer on the date contractually indicated as the expected date of Delivery of the Goods to the Customer if:
- a) the Customer fails to meet its obligation under par. 4.4 b) of the GTC in a due and timely manner;
 - b) the carrier nominated by the Customer fails to receive the Goods from MicroStep in a due and timely manner.
- 4.9 If the mode of Delivery under INCOTERMS 2020 was explicitly stated in the Contract, the risk of loss or damage to the Goods shall be transferred pursuant to the agreed mode of Delivery under INCOTERMS 2020 while the provisions under par. 4.6 through 4.8 of the GTC shall be applied primarily.
- 4.10 MicroStep's obligation to Deliver the Goods to the Customer shall be deemed fulfilled on the date on which the risk of loss or damage to the Goods is transferred to the Customer.
- 4.11 MicroStep shall have the right to extend the period for Delivery of the Subject of the Contract to the Customer by a period equal to:
- a) delay of the Customer in meeting its obligations, including delay with any payment to MicroStep, or delays in the delivery of a written confirmation of the final Technical Specification of the Subject of the Contract, or the technical specification of Destination, or in delay with the technical preparedness of the Destination;
 - b) existence of obstacles of force majeure nature;
 - c) duration of obstacles preventing Contract implementation (e.g., due to destruction and/or damage of parts, components caused by the carrier and/or third party without fault of MicroStep).
- MicroStep shall notify the Customer of such facts without undue delay. MicroStep shall not be liable to the Customer for any related damages incurred, including loss of profit, resulting from the failure to meet the contractual deadline for Handover.
- 4.12 MicroStep has the right not to start or to interrupt manufacturing of the Goods and to extend unilaterally the time period for the delivery of the Goods as appropriate by the time period, during which the Customer is in delay with meeting any obligation towards MicroStep, and this also with regard to the fulfillment of an obligation resulting from another legal relationship with MicroStep. MicroStep shall not be liable to the Customer for any related damages incurred, including loss of profit.

- 4.13 Unless agreed otherwise in writing, MicroStep shall be entitled to Delivery of the Goods also by means of partial shipments as well as to Delivery of the Goods to the Customer prior to the agreed date.
- 4.14 If, for reasons attributable to the Customer, MicroStep is unable to make the Delivery of the Goods to the Customer or to submit the Goods to the carrier nominated by the Customer on the agreed date, MicroStep shall have the right to request from the Customer the payment of:
- a Contractual penalty of 0.1% from the price of the Goods for each day of delay of the Customer, up to 10% from the price of the Goods; and at the same time
 - fixed tariff costs incurred mainly for packing, storage, and transfer of the Goods in the sum of 1% from the price of the Goods for each month of delay, from the first day of the Customer's delay.

V. Handover of the Goods, Acceptance Test

- 5.1 In case MicroStep is according to the Subject of the Contract:
- obliged to assemble and install the Equipment directly at the Destination, the Handover of the Goods shall occur on the day when any of the events referred to in par. 5.13 of the GTC takes place;
 - not obliged to assemble and install the Equipment directly at the Destination, the Handover of the Goods shall mean the day on which the risk of loss or damage to the Goods is transferred to the Customer.
- 5.2 Unless agreed otherwise in writing, the Customer is obliged at its own risk and expense to:
- provide MicroStep with all necessary cooperation to assemble and install the Equipment at the Destination, in particular, the complex construction preparation of the Destination, as well as ensuring the protection of health, life and property in the Destination and access to medical services;
 - enable MicroStep staff (hereinafter also referred to as "Installation Technicians") to directly access the Destination and provide suitable working conditions, including suitable, clean and lockable premises for Installation Technicians at the Destination (with heating, lighting, washing facilities, sanitary facilities and first aid equipment) in accordance with the regulations on occupational health and safety, hygiene, and fire protection, equipped with a proper and adequately secured digital infrastructure and internet facilities, as well as storage facilities, providing protection against theft, loss, damage and deterioration;
 - to ensure the protection of health, life, and property at the Destination, and in particular to provide MicroStep staff with the necessary special protective equipment, to familiarize Installation Technicians with the regulations for ensuring safety and health protection at work and fire protection;
 - to immediately notify MicroStep of violations of safety regulations and health protection at work and fire protection by Installation Technicians, while if the Customer neglects these obligations, he is fully responsible for any related legal and factual consequences;
 - pay to MicroStep the accommodation cost of the Installation Technicians during the installation of the Equipment;
 - pay to MicroStep travel expenses and lost time compensation (per diem allowances) based on the actual incurred cost;
 - pay to MicroStep travel compensation of the Installation Technicians pursuant to applicable legal regulations governing travel compensation;
 - pay to MicroStep assembly and installation work pursuant to the price list of MicroStep (in case the price for assembly and installation was not included in the purchase price of the Goods);
 - pay to MicroStep any costs related to assembly and installation which could not reasonably be foreseen by MicroStep and which are caused by a circumstance which is not attributable to MicroStep;
 - provide all necessary permits and other official authorizations necessary for the assembly and installation of the Equipment at the Destination.
- 5.3 The Customer is obliged at its own expense and prior to the arrival of the Installation Technicians to prepare the workplace in the Destination for the installation of the Equipment pursuant to MicroStep's instructions laid down in the Contract, in a separate document (usually referred to as the Site Preparedness Protocol), or notified by MicroStep prior to the planned Delivery of the Goods. The Customer is obliged to notify MicroStep of workplace preparedness in writing not later than twenty (20) calendar days within the European countries and thirty (30) calendar days outside Europe prior to the start of planned assembly and installation of the Subject of the Contract.
- 5.4 Unless agreed otherwise in writing, the Customer is obliged to provide at the Destination at its own risk and expense according to the instructions of MicroStep:
- appropriate electrical, water, gas connections, internet connection, routing for laying cables and lines (e.g. cable trays, shafts, wall brackets, etc.), required preparation of the supporting structure (e.g. beams, trusses, brackets, etc.);
 - access to the Destination (in particular, necessary construction modifications of entrances and gates) and preparation of the assembly area in the Destination (in particular, completion of plastering, concreting, drilling, masonry, formwork, construction, insulation, and scaffolding works, including the procurement of the necessary construction materials);
 - a sufficiently hardened mounting surface and sufficient flatness of the mounting surface in terms of the technical specification of the Destination, the project, and the requirements of MicroStep;
 - adequate lighting, adequate temperature (minimum 11 °C and maximum 30 °C), and humidity (maximum 90% at 20 °C) in the Destination;
 - fully functional tools and equipment required for assembly and installation, carriage and handling gear for unloading and assembling the Equipment (especially hoists including chains/ropes, cranes or forklifts for assembling the goods, scaffolding, lifting platform, climbing aids, belaying, etc.);
 - carriage and stocks of the required material (e.g. scaffolding lumber, wedges, pads, cement, plastering and sealing materials, lubricants, packaging materials, filter elements, fuels, drive ropes/belts, brooms, and vacuum cleaners);
 - premises for special workshop work and material storage in accordance with the requirements of the MicroStep;
 - cleaning of the assembly site and disposal of waste, including packaging material.
- 5.5 The Customer is obliged to cooperate with the Installation Technicians during assembly and installation at its own expense and responsibility. Unless agreed otherwise in writing, the Customer is obliged to provide the assisting personnel necessary for assembly (e.g. welders, mechanics, electricians) or other personnel as may be reasonably required for the purpose of the Contract in accordance with the requirements of MicroStep. If necessary, MicroStep is entitled, at its sole discretion, to carry out assembly, installation of the Equipment, or service activities through third parties (e.g., in the case of installation of components manufactured by a third party, such as a laser or plasma source, etc.).

- 5.6 In case of a breach of the Customer's obligations, such as failure to prepare the workplace at the Destination or failure to provide the required cooperation, the Customer is obliged to reimburse MicroStep for all costs associated with such breach, including increased costs for the work of the Installation Technicians under non-standard working conditions. In the interest of ensuring the Handover of the Subject of the Contract, MicroStep shall be entitled, at its sole discretion, to find a solution or remedy for the Customer's breach of obligations, such as procuring the missing tools and equipment or preparedness of the Destination, at the Customer's responsibility and expense. If, for the reasons attributable to the Customer, the work of the Installation Technicians is interrupted for a period exceeding twenty-four (24) hours, MicroStep shall have the right to withdraw its Installation Technicians. The subsequent return of the Installation Technicians to resume the interrupted installation work shall be subject to MicroStep's available capacity, and MicroStep shall not be deemed to be in delay towards the Customer, nor shall MicroStep be liable for any related damages of the Customer. MicroStep shall be entitled to charge the Customer the hourly assembly rate according to the MicroStep price list for the duration of the interruption of the assembly until the withdrawal of the Installation Technicians by MicroStep.
- 5.7 During the Acceptance Test, the Customer is obliged at its own risk and costs to provide MicroStep in the Destination with any media, documents, and other materials as may be required and necessary to carry out the Acceptance Test of the Equipment. The Customer shall be furthermore obliged to ensure the cooperation of competent personnel in the Destination for the purpose of the Acceptance Test at its own expense.
- 5.8 The purpose of the Acceptance Test is to verify the functionality of the Equipment and compliance of the technical and operational parameters of the Equipment with the specifications in the Contract.
- 5.9 The Customer shall not be entitled to use or operate the Equipment or a part thereof prior to the completion of the Acceptance Test.
- 5.10 MicroStep is obliged to notify the date and time of the Acceptance Test to the Customer not later than two (2) business days in advance. The results of the Acceptance Test shall be recorded by MicroStep in an acceptance or completion certificate (hereinafter also referred to as "Completion Certificate").
- 5.11 The Customer is obliged to:
- take part in the Acceptance Test through a representative authorized to act on behalf of the Customer and a representative with the necessary technical expertise and practical experience;
 - enable MicroStep to access the Destination and the Equipment;
 - check the actual functionality, technical, and operational parameters of the Equipment;
 - confirm the outcome of the Acceptance Test by signing the Completion Certificate by its representatives with their signatures and readable names.
- 5.12 Unless agreed otherwise in writing, MicroStep is obliged to:
- take part in the Acceptance Test through a representative with the necessary technical expertise and practical experience;
 - check the actual functionality, technical, and operational parameters of the Equipment;
 - state the outcome of the Acceptance Test in the Completion Certificate, i.e. that (i) the Equipment is fully functional and without registering any defects or (ii) describe the detected defects of the Equipment in the Completion Certificate, as well as the manifested consequences of the defect;
 - if a defect of the Equipment has been detected, determine whether the detected defect is substantial or insignificant and state a time limit by which the detected defect shall be removed;
 - draw up the Completion Certificate concerning the outcome of the Acceptance Test and submit one counterpart to the Customer;
 - confirm the outcome of the Acceptance Test by signing the Completion Certificate by its representatives with their signatures and readable names.
- 5.13 **In case MicroStep shall assemble and install the Equipment directly at the Destination, the Handover of the Goods shall be deemed completed on:**
- the day** when the Completion Certificate was signed, whereby the Completion Certificate states that the Equipment has been handed over without registering any defects;
 - the day** when the Completion Certificate was signed, whereby the Completion Certificate states that the Equipment has been handed over without substantial defects;
 - the day** on which the Customer commenced use or operation of the Equipment, but no later than the date contractually indicated as the expected date of Handover, in case the Customer breaches its obligation under par. 5.9 of the GTC;
 - the day** on which the Customer breached one of its obligations under par. 5.11 a), b) or d) of the GTC;
 - the day** on which the Customer has marred the completion of the Acceptance Test, including the day according to par. 4.7 or 4.8 of the GTC.
- 5.14 In case the Completion Certificate contains a record of the existence of a substantial or other defect, MicroStep is obliged to remedy the defect without undue delay after signing the Completion Certificate. A substantial defect in the Goods is understood as a defect that prevents the Goods from fulfilling their basic purpose. MicroStep is obliged to remove any other than a substantial defect, without the obligation to perform another Acceptance Test. MicroStep is obliged to remove the substantial defect, with the obligation to perform another Acceptance Test, while applying the provisions of par. 5.2 to 5.15 of the GTC. Unless agreed otherwise in writing, until the repeated Acceptance Test and the proper Delivery of the Goods, the Customer is not entitled to use or operate the Equipment.
- 5.15 The provisions of these GTC apply to all assembly, installation, and service activities provided by MicroStep, including warranty service. The provisions of these GTC relating to installation also apply to all installation and service activities subcontracted by MicroStep and the provisions referring to Installation Technicians also apply to any other service personnel subcontractually provided by MicroStep.
- 5.16 Unless agreed otherwise in writing, MicroStep shall conduct the agreed and paid training of the Customer's staff in a manner, at a time, and at a location determined at its sole discretion on a case-by-case basis. MicroStep shall have the right, at its sole discretion, to refuse to certify the training of specific persons from the Customer's personnel.

VI. Ownership rights and Withdrawal

- 6.1 The Customer shall gain ownership rights to the Equipment or the Goods upon full payment of the entire purchase price specified in the Contract.

- 6.2 Before gaining the ownership rights to the Goods, the Customer shall not be entitled to enable third parties to use the Goods, to pledge the Goods and/or put any other encumbrance on the Goods, or to sell the Goods. The Customer is obliged to notify any damage, theft, or retention of the Goods without undue delay in writing. Should any third-party claim rights to the delivered Goods, the Customer is obliged to notify MicroStep immediately in writing.
- 6.3 The Customer shall be entitled to export the Goods outside the country, to which the Equipment was delivered, according to the Contract (to re-export the Goods) only upon MicroStep's prior written consent. Should the Goods be re-exported without MicroStep's consent, no Warranty shall apply to the Goods.
- 6.4 In the event of a transfer or sale of the Subject of the Contract to a third party, the Customer is obliged to give a third party only the same extent of guarantees and rights as is provided by MicroStep to the Customer and the Customer shall also be obliged to ensure that the same obligations and responsibilities (in particular, compliance with the operating instructions and safety regulations, marking the Goods with the name and logo of MicroStep) are contractually transferred to such third party.
- 6.5 The Parties have agreed that in case the Customer fails to meet any of its obligations under par. 4.4 d), e), f), k), par. 4.5 c), par. 6.4, par. 7.5 of these GTC or in case the Customer fails to meet any other obligations stipulated by the Contract or these GTC, even within an additional time period granted by MicroStep, MicroStep shall be entitled to:
- a) claim from the Customer a payment of a Contractual penalty in the amount of 10% from the price of the Subject of the Contract, for each individual breach of any of the above-mentioned obligations of the Customer; and at the same time
 - b) to withdraw from the Contract.
- 6.6 MicroStep shall be entitled to withdraw from the Contract if, for reasons attributable to the Customer, the manufacturing, delivery, installation, or handover of the Goods has been interrupted for more than thirty (30) calendar days. In addition to the right to claim damages, MicroStep shall be entitled to receive from the Customer the payment of the price for part of the Goods manufactured prior to the date of withdrawal from the Contract.
- 6.7 Should the Customer be in delay meeting its obligations towards MicroStep, MicroStep shall be entitled to restrict the Customer's use of the Subject of the Contract, or to suspend the performance of any and all of its obligations towards the Customer, including obligations arising out of other Contracts or legal relations existing between the Parties, irrespective of the fact that the Customer may not be in delay in the other Contracts or business relationships. In such case, MicroStep shall not be deemed to be in delay and shall not be liable to the Customer for damages or for accidental deterioration. Should the Customer fail to fulfil its Contractual obligations even within the additional time period granted by MicroStep, or should the Customer fail to provide relevant guarantees pursuant to the Parties' arrangements, MicroStep shall be entitled to withdraw from any Contract with the Customer.
- 6.8 The Parties have agreed that the Contract may be withdrawn only in cases where the Contract or GTC explicitly states this right. The withdrawal from the Contract is effective upon delivery of a written withdrawal by the other Party.

VII. Software Licence and Intellectual Property

- 7.1 All intellectual property rights related to the Equipment, including any software and any technical information, shall remain the property of MicroStep. Unless agreed otherwise in writing, this clause shall also apply when the Subject of the Contract has been specifically developed for the Customer.
- 7.2 A Software licence in the agreed scope shall be granted to the Customer by MicroStep based on a written Contract according to the price list of MicroStep. The Customer shall have no right to use the Software unless the entire purchase price for the Subject of the Contract has been paid. MicroStep shall activate the Software without undue delay following the fulfilment of all of the Customer's obligations towards MicroStep. A warranty shall apply to the Software only if explicitly stated in the Contract. MicroStep shall grant a Software licence to the Customer for a fixed term of fifteen (15) years, unless stipulated otherwise in the Contract.
- 7.3 The Customer shall be entitled to use the Software for its own use only. The Customer undertakes to refrain from providing the Software to third parties. The Customer shall not be entitled to change or modify any parts of the Software. Software updates are performed by MicroStep with professional skill and at its sole discretion. Unless agreed otherwise in writing, the Customer is entitled to updates of the Software upon payment of fees for specific updates in accordance with MicroStep's price list.
- 7.4 The Customer shall be entitled to any exercise of MicroStep's intellectual property rights only according to a written Contract stipulated with MicroStep in the agreed scope and territory. In case of any breach of MicroStep's intellectual property rights or any other obligations of the Customer, MicroStep shall be entitled to suspend the performance of its obligations and restrict the use of the Software as well as the use of any other intellectual property rights used by the Customer.
- 7.5 The Customer is obliged to protect the intellectual property rights as well as the good reputation of MicroStep and its products. The Customer is entitled to any interference or any use of intellectual property, in particular for trademarks, including the name and logo of MicroStep, only with the prior written consent of MicroStep. The Customer may change, modify, or mark MicroStep's products in any way (e.g., with its logo) only with the prior written consent of MicroStep.
- 7.6 An integral part of MicroStep's Goods is their marking (logo, branding, etc.), which the Customer undertakes to apply to all MicroStep products according to the usual practices and requirements (or branding manual) of MicroStep, while the Customer undertakes that such marking will be changed, modified, or deleted only with the prior express written consent of MicroStep.
- 7.7 MicroStep reserves ownership and copyright in all technical documents, samples, drawings, cost estimates, and similar information, physical and intangible - including electronic form, that MicroStep prepares and sends to the Customer. This information may not be copied, reproduced, or provided to third parties by the Customer in any way without the prior written consent of MicroStep.

VIII. Warranty, Liability for Defects and Damage Compensation

- 8.1 MicroStep guarantees under its quality warranty that the Goods shall be usable for the intended purpose throughout the warranty period (herein also referred to as "Warranty").

- 8.2 Unless explicitly stated otherwise in the warranty confirmation, Contract, GTC, or Technical Documentation, the warranty period for the Goods shall be twelve (12) months. The warranty period for Goods that include components supplied by a third party, such as a plasma source, a laser source, a water pump, a filtering unit, an extraction system and other separate devices (hereinafter also referred to as "Third Party Components") is always set separately by the third party in the warranty confirmation or in the Technical Documentation related to single components of the Goods.
- 8.3 Warranty period shall start on the date of Handover of the Goods. Unless the Parties have agreed on another warranty period, the warranty period shall end no later than fifteen (15) months from the date on which the risk of loss or damage to the Goods was transferred to the Customer, which also applies to the warranty for any removed defects in the Goods. Upon expiry of the Warranty, repairs and service activities shall be carried out in accordance with MicroStep's instructions and shall be charged to the Customer in accordance with MicroStep's price list.
- 8.4 Should the Customer be in delay with the payment of any receivable concerning MicroStep for more than ten (10) calendar days, no obligation under the quality Warranty shall arise for MicroStep, respectively, the warranty shall become null and void on the first day of delay of the Customer.
- 8.5 Should the Customer be delayed in meeting any of its obligations towards MicroStep, the quality Warranty shall not start or shall cease to exist on the first day of the delay of the Customer or after the expiry of an additional deadline for fulfillment given to the Customer by MicroStep in a written request (by email, or letter).
- 8.6 Quality Warranty shall not apply to defects of the Goods if:
- in case the assembly or installation of the Subject of the Contract is carried out in violation of the instructions, manual or without the prior written consent of MicroStep;
 - the Customer or any third party has carried out an intervention or changes to the Subject of the Contract without MicroStep's prior written consent;
 - if the Customer fails to comply with the operating manual of the delivered Goods or fails to carry out preventive service inspection, maintenance, or cleaning of the Goods;
 - if spare parts and/or consumables have been used that are not originals made by the respective manufacturer and purchased from MicroStep, or if not in stock at MicroStep, purchased from an authorized dealer approved by MicroStep in writing;
 - the Goods have been used before the Acceptance Test;
 - the Goods are not working in standard operating conditions, such as an ambient operating temperature between +5 °C to +40 °C and relative air humidity between 0 % to 90 % (maximum 90% at 20 °C), unless specified differently in the Contract;
 - if the Goods have been used despite the fact that the defect of the Goods has not been removed;
 - if the Goods were used by an untrained staff member not certified by MicroStep.
- 8.7 Quality Warranty shall not apply to aggregates and parts subject to wear and tear by customary use or subject to regular replacement (filters, consumables in burners, optics of cutting equipment, operating fluids, etc.).
- 8.8 Quality Warranty for spare parts (including hoses for media transport in the moving parts of the Equipment) is six (6) months. The originally replaced parts of the Equipment, including Third Party Components, as well as other replaced parts of the Goods, shall become property of MicroStep, and the Customer shall, at its own cost, return them without undue delay to MicroStep. Repaired or newly replaced parts shall become the property of the Customer and, unless the Parties agree otherwise, the warranty period for all parts shall expire no later than upon the expiry of the warranty for the entire Goods.
- 8.9 The Customer is obliged, at its own expense, to ensure a preventive service inspection of the hoses for media transport in the moving parts of the Equipment every three (3) months and to promptly notify MicroStep in writing of the inspection results. Unless agreed otherwise in writing, the Customer shall be obliged, at its own expense, to ensure all other preventive service inspections of the Equipment at least every twelve (12) months. A qualified preventive service inspection must be carried out by a person certified for this purpose, or directly by MicroStep in accordance with its price list. In the event of the Customer's failure to comply with these obligations, the warranty for the Equipment shall lapse, and the Customer shall assume full responsibility for any related problems and damages.
- 8.10 Visible damage to the Equipment and Goods, including damage to the packaging, that can be identified upon inspection at the time of receipt of the Equipment and Goods, must be reported by the Customer in writing to the carrier and to MicroStep (together with photographic documentation of all damage) immediately, and no later than prior to the carrier's departure from the relevant location. Other defects of the Goods that could not have been detected during a thorough inspection upon the Delivery of the Goods must be duly notified by the Customer to MicroStep immediately after their discovery, however, not later than six (6) hours from their discovery. Should the Customer fail to notify the detected defects within the above time limits and in the agreed manner, the Customer's claims arising from the quality Warranty, or liability for defects shall be null and void.
- 8.11 Claims arising based on the quality Warranty, or liability for defects of the Goods (hereinafter also referred to as "Claim") shall be raised in writing and shall include the following details:
- the Customer's identification data;
 - identification of the Goods and of the Contract;
 - a brief description of the detected defect supported by evidence (especially photo documentation).
- 8.12 Unless agreed otherwise in writing, MicroStep shall notify the Customer of its position, usually not later than within five (5) business days from receiving the Customer Claim. In case of a justified Claim, MicroStep shall usually commence remedy of the defect within seven (7) business days from receipt of the Customer Claim. The Customer shall take reasonable measures to minimize any potential damage caused by the defect and shall comply with MicroStep's instructions. The Customer shall provide MicroStep with the cooperation necessary to remedy the defect.
- 8.13 MicroStep undertakes to resolve a justified Claim mainly by removing the defect by means of a service intervention on the Goods or a part thereof. If a service intervention is deemed not possible or not expedient, MicroStep may decide to replace the defective part of the Goods. If a justified defect is not removed within thirty (30) business days from the date of a raised justified Claim, the Customer shall have the right to request an adequate discount from the price of the defective part of the Goods. This does not apply to Claims related to Third Party Components, whose defects will be remedied within the shortest objectively possible time period. During resolution of the Customer Claim, the Customer shall not be entitled to any replacement of the Goods or to compensation due to the inability to use the

Goods. MicroStep shall always be entitled to remove a defect by replacing a part of the Goods. If, despite the Claim, no defect is found for which MicroStep is liable, MicroStep shall be entitled to compensation for the costs incurred as a result of the Claim.

- 8.14 Unless agreed otherwise in the Contract, MicroStep shall not be liable for any damages incurred to the Customer, including loss of production, loss of profit, loss of contracts, or for any consequential, economic or indirect loss whatsoever, e.g., due to a defect of the Goods. MicroStep's liability for any damage caused to the Customer shall not exceed 10% of the price of the Subject of the Contract.
- 8.15 The Equipment is delivered, including all necessary safety devices to comply with the CE regulations. All necessary safety devices form an integral part of the Equipment. Declaration of conformity (CE certificates) issued by manufacturers relate to the system as a whole, i.e. for example, for the plasma cutting system: the energy source, the burner, the gas console, the ignition, the cooling system, the pump motor, spares, and consumables. This means that should the Customer decide to use consumables or spares from a different manufacturer, the issued Declaration of conformity shall become invalid, and the manufacturer of the Third Party Component and MicroStep, as the Equipment manufacturer, shall not be liable for damages, if any, resulting from the use of an uncertified system. Moreover, safety measures described in the operating manual of the systems foresee the use of original spare parts as mentioned above. In case of use of consumables or spare parts from a different manufacturer, sole responsibility shall lie with their manufacturer for the accuracy and quality of the information and measures indicated in the operating manual.

IX. Force Majeure

- 9.1 Force majeure shall mean any unpredictable or extraordinary situation or event not dependent on the will of the Parties, not caused by a fault or negligence on their part, and that prevents one of the Parties from meeting one or more of its Contractual obligations and cannot be overcome despite the utmost effort. Force majeure shall mean mainly, but not only, strike, war, mobilization, fire, insurrection, requisition, seizure, embargo, power supply restrictions, currency and export restrictions, act of terrorism, extreme weather, natural disaster or catastrophe, pandemic, epidemics, defects, and related delays in the supply of parts and Third Party Components.
- 9.2 Should one of the Parties encounter an occurrence of force majeure, the Party shall immediately notify the other Contractual Party in writing and specify the nature, expected duration and anticipated consequences of the event.
- 9.3 Should any Contractual Party be unable to fulfill its Contractual obligations owing to force majeure, this shall not be considered a failure to meet obligations or an action in conflict with Contractual obligations. Should a Contractual Party be unable to fulfill its obligations owing to force majeure, its entitlement to the payment of the price shall be restricted only to the part of the price for the actually completed Subject of the Contract. The Parties are obliged to cooperate and shall adopt all necessary measures to minimize potential damage.
- 9.4 Cases of force majeure shall extend agreed delivery periods by the duration of force majeure and its direct consequences. If the circumstances of force majeure last more than ninety (90) calendar days, each Contractual Party shall be entitled to withdraw from the Contract.

X. Protection of Confidential Information

- 10.1 The Parties undertake to protect from disclosure to third parties any facts constituting trade secrets, confidential information, and other facts arising from their commercial relationship.
- 10.2 Information, dossiers and documents shall be deemed confidential information unless they can be commonly accessed in the public domain. The trade secret shall comprise all facts of a business, manufacturing, and technical nature associated with MicroStep, which have actual or at least potential material or immaterial value, cannot be commonly accessed in relevant business circles, or should remain confidential based on the will of MicroStep.
- 10.3 The commitment to protect the trade secret and confidential information shall remain in full force and effect throughout the duration as well as after the termination of the Contract.
- 10.4 Unless explicitly agreed otherwise in the Contract, the Parties are entitled to use their trade names as a trade reference, i.e. they may inform third parties that the other Party is their business partner. This right may be withdrawn by the other Party at any time.
- 10.5 The Parties undertake to protect personal data in accordance with the applicable legal regulations, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter also referred to as "GDPR"). MicroStep, as an operator, processes the personal data of data subjects (hereinafter also referred to as "Data Subjects"), which it obtains primarily through its websites www.microstep.com, www.microstep.eu, www.microstep.sk. MicroStep processes personal data in the scope of: name, surname, e-mail address, and telephone contact (hereinafter also referred to as "Personal Data"), for the purposes of: performance of a contract or the implementation of measures prior to the conclusion of a contract, marketing activities, or based on the consent of the data subject, if required. MicroStep is entitled to provide the Personal Data of Data Subjects to its contractual partners only to the extent necessary to fulfill the above-mentioned purposes, whereby these partners act as processors or independent operators in accordance with the GDPR. Contractual partners are obliged to process Personal Data exclusively in accordance with MicroStep's instructions and this in accordance with the General Data Processing Rules of MicroStep for Contractual Partners, published on the MicroStep website: www.microstep.eu or in accordance with their own legal basis if they act as independent operators. In the event that MicroStep informs its contractual partner that a Data Subject has withdrawn their consent to the processing of Personal Data, the contractual partner is obliged to delete the personal data of the data subject without undue delay and to cease using them. General information on the processing of personal data is provided on the MicroStep website: <https://www.microstep.eu/privacy-policy/privacy-policy-clients/>.

XI. Final Provisions

- 11.1 The present GTC, individual Contracts as well as binding legal relations that shall arise from the individual Contracts shall be governed by applicable Slovak law, in particular by § 269 sec. 2 of the Commercial Code, as amended. The present GTC shall be an inseparable part of any Contract.
- 11.2 If the Contract entered into by and between MicroStep and the Customer concerns:
- a) delivery of the Goods under par. 1.2 a) of the GTC, a purchasing Contract shall be stipulated by and between the Customer and MicroStep, in which MicroStep shall be the seller and the Customer shall be the buyer;

- b) delivery under par. 1.2 b) of the GTC, a licencing Contract shall be stipulated, in which MicroStep shall be the licence provider and the Customer shall acquire the licence;
 - c) delivery of services under par. 1.2 c) and d) of the GTC, a service Contract shall be stipulated, in which MicroStep shall be the supplying party and the Customer shall be the ordering party;
 - d) the lease of the Equipment pursuant to par. 1.2, letter e) of the GTC, which shall be governed by a lease contract where MicroStep shall act as the lessor and the Customer shall act as the lessee;
- any other relations between the Parties shall be governed by the Contract, applicable provisions of these GTC (including the definition of meaning), and respective legal regulations.
- 11.3 If the Customer is an entity that is not a Slovak entrepreneur, the Parties have agreed that Slovak substantive law shall be the governing law. Provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) (notification to the MFA of the ČSFR No. 160/1990 Coll.) shall not apply to the legal relations between the Parties.
 - 11.4 Unless explicitly agreed otherwise in the Contract, courts of the Slovak Republic shall have jurisdiction over disputes not resolved amicably arising out of the GTC, Contracts, any obligations under such Contracts, or in relation to such Contracts. In case of a dispute with a third party related to these GTC, the Parties undertake to cooperate with each other to protect their interests and rights, so as to preserve the good reputation of MicroStep and its products.
 - 11.5 The Contract and the GTC shall prevail over any dispositive provisions of applicable law. Where applicable law permits the Parties to govern their mutual relations differently from the provisions of such law, the Parties have agreed that the Contract and the GTC shall be interpreted as the express will of the Parties governing their mutual relations in the manner indicated in the Contract and the GTC, thereby excluding any differing application of dispositive legal provisions.
 - 11.6 The Contract is a complete agreement of the Parties on the scope of this Contract and shall replace any and all previous arrangements between the Parties concerning the Subject of the Contract. Should any provision of the Contract become invalid, ineffective, or unenforceable, this fact shall have no effect on the validity, effectiveness, or enforceability of the remaining provisions and of the Contract in its entirety. The invalid, ineffective, or unenforceable provision of the Contract shall be replaced by the Parties without undue delay by a provision that corresponds in terms of its economic and legal meaning with the invalid, ineffective, or unenforceable provision.
 - 11.7 Any communication between the Parties concerning changes or termination of Contractual relations shall be made in writing and delivered to the other Party; therefore, a document that is:
 - a) delivered to the other Party shall be deemed delivered at the time of delivery and/or rejected receipt by the Party to whom it had been addressed;
 - b) sent to the other Party by letter shall be deemed delivered on the seventh (7th) business day following its sending by registered mail or by courier.
 To prove delivery, it shall suffice for the sender to show that the letter was duly addressed, sent, and the postage paid.
 - 11.8 Regular communication of an operational nature without legal effects may be done between the Parties by customary means of communication, such as email, in person, or by telephone.
 - 11.9 Throughout the Contract duration the Parties are obliged to mutually notify immediately any changes of their identification data (e.g. changed legal form, registered offices), as well as changes of their legal status (e.g. merger), or payment data and the change shall become effective in relation to the other Party at the time of notification thereof to the other Party in the manner under par. 11.7 of the GTC, or by email, the receipt of which will be confirmed by the other Party. The above also applies to the change in the price of the Subject of the Contract according to par. 3.2 and 3.3 of the GTC.
 - 11.10 Any claim for Contractual penalty according to these GTC or a Contract shall have no effect on MicroStep's right to damage compensation in full.
 - 11.11 The length of the additional period for fulfilling any obligation of the Customer, particularly according to par. 6.5, 6.7, and 8.5 of the GTC is determined by MicroStep at its sole discretion on a case-by-case basis.
 - 11.12 Unless agreed otherwise in writing, the Customer will indemnify and hold harmless MicroStep against any and all third-party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees and costs, arising out of or related to the Subject of the Contract. MicroStep has the right to be informed and to participate in negotiations or procedures concerning any third-party claims connected with the Subject of the Contract. Unless this is contrary to the interests of MicroStep, MicroStep shall act reciprocally towards the Customer in accordance with these provisions. In the event of a request for assistance from the Customer, MicroStep shall be entitled to restrict the use of the Goods delivered by the Customer to a third party, or to suspend the performance of any obligations towards such third party.
 - 11.13 In case of legal succession, the successors of the Parties shall be bound by the provisions of these GTC and of the Contract.
 - 11.14 The Customer shall only be entitled to assign any claims against MicroStep to a third party with the prior written consent of MicroStep.
 - 11.15 MicroStep usually regularly updates these GTC, and therefore MicroStep shall be entitled to amend these GTC unilaterally. If an amendment constitutes a material change to the Customer's rights or obligations, the Customer shall be entitled to reject the amended GTC within ten (10) calendar days from the day when the Customer learnt about such GTC amendment. In case the amendment is rejected by the Customer in writing (e-mail), the previously applicable GTC shall continue to apply to the existing Contract.
 - 11.16 The GTC is written in the Slovak language. Should the GTC be available in a different language version and should the two language versions collide, the Slovak version shall prevail.
 - 11.17 The present GTC shall become valid and effective as of 24.06.2026

MicroStep, spol. s r.o.