

**GENERAL TERMS AND CONDITIONS
of the company šach mat, s.r.o.**

**Article I
Basic terms**

(1) Provider: commercial company šach mat, s.r.o., with its registered office Mierová 116, SK - 821 05 Bratislava, Company No.: 43877273, VAT: 2022503142, registered in the Commercial Register of the District Court Bratislava I, Section: Ltd., File No.: 49512 / B

(2) Interested person: A natural or legal person who wishes to order services offered by provider.

(3) Client: Interested persons who have ordered the services.

(4) Services: Services provided by the provider. Purchase of goods for sale to the ultimate consumer (retail) or for the sale of other business operators (wholesale), mediate activities in trade and services within the scope of free trade, administrative work, technical and organizational, provision of courses, seminars and trainings in the scope of free trade, advertising and promotional activities; Distribution - of promotional leaflets and forms, organizational, technical and administrative work associated with searching, sorting, processing and sorting information, the computer graphic work, making web pages in the range of free trade, market research and public opinion, Publicrelations - activities provided in communication with the public. Services for the General Terms and Conditions shall also mean the goods provided by provider to the client.

(5) Contract: A written contract between the client and provider, which subject is the obligation of the provider to provide the ordered services, and the obligation of the customer to pay the agreed price for the provided services; concluded in accordance with these General Terms and Conditions of the company šach mat s.r.o. as an innominate contract pursuant to the Act No. 513/1991 Coll. Commercial Code as amended. Contract for the purposes of these General Terms and Conditions shall also mean a written order signed by the client and provider.

**Article II
Preliminary consultation**

(1) The client is entitled to be preliminary informed by any method from the provider on services, which it is interested to order from the provider and for conditions of their provision. The client is entitled to specify preliminary requirements for the ordered services (the „preliminary requirements“). The preliminary requirements shall become binding for the provider of the ordered service, unless the client is interested in preliminary consultation in accordance with article II section 2 of this General Terms and Conditions.

(2) If the client is interested in, the provider will free of charge consult in the form of personal consultation the preliminary requirements of the client for the service, eventually it will professionally recommend appropriate method and means to reach most effectively the purpose followed by the ordered service (the „consulted requirements“). In case the preliminary requirements are consulted, then they become, providing the client gives its consent, binding for the provider and the former requirements will be ignored. The provider shall be bound only by the binding requirements or consulted requirements of the client, unless otherwise agreed in writing.

(3) Based on the particular consulted requirements of the client the provider shall price the service, for which it will be available to client to be ordered from the provider based on the order (the „price calculation“) and concurrently it must specify term of provision of the service. The term of the provision of the service will commence on the day of conclusion of the contract. The provider shall without any delay send by the post service or by other means the price calculation and the current text of the General Terms and Conditions to the address specified by the client.

**Article III
Order**

(1) The client is entitled, after being acknowledged with the price calculation of the provider, to order from the provider the service.

(2) The order is deemed to be binding if made in writing and signed by the client and the provider. A writing form is also retained, if the order is made by electronic means, which allow to record contents of the order and specification of the client. If the order made by electronic means does not contain signature of the client, the client shall send to the provider without any delay the order signed by the client either by fax, post service, delivery service or to deliver it to the provider personally. For the purpose of these general terms and conditions the order is also consent with the price offer, e.g. e-mail, fax or written consent of the client with the price offer.

(3) The order must contain mainly specification of the client, specification of the order service, price calculation, term of provision of the service specified by the provider, date of issuance of the order, place of issuance of the order, signature of the client and consent with the current General Term and Conditions of the company šach mat, s.r.o. If the client is a natural person, he/she must be specified in the order by the name, surname, date of birth, permanent residence and ID No., in case of a natural person - entrepreneur. If the client is a legal person, it must be specified by the business name, seat or place where business is conducted, ID No. (IČO), in case it was assigned, Tax ID No. (DIČ or IČ DPH), specification of the Commercial or other registry, in which the client is registered and the Number of the registration.

(4) The order can be sent to the seating address of the provider: Mierová 116, 821 05 Bratislava, Slovak Republic, or to the e-mail address: mkostelnick@schachmat.eu.

**Article IV
Price for service**

(1) The client undertakes to pay the price for the provided services timely. Price for services is negotiated in accordance with Act No. 18/1996 Coll. on prices as amended. Thebude VAT shall be added to the agreed price pursuant to the Act No. 222/2004 Coll. on value added tax asneskorších predpisov. amended.

(2) The client is obliged to pay the price for the services at the time specified by the provider. The provider is allowed to determine that the client pays the price or its part before the provision of services, at the moment of the provision of services or after the provision of services.

(3) The client is entitled to pay the price on account designated by the provider. The client obligation to pay the price is terminated at the moment of putting down on provider's bank account.

(4) If the contracting parties agree in writing to extend or reduce the provision of services, the range of enlargement or reduction of the services as well as the price for the services shall subject of a separate written addendum to the contract signed by both contracting parties.

**Article V
Rights and obligations of the Contracting parties**

(1) The provider undertakes to provide ordered services timely and properly.

(2) The provider is authorized to provide services before the agreed date.

(3) The provider is authorized to provide services by a third person, but the provider is responsible as he made the services by himself.

(4) The client shall not, without the prior written consent of the provider subsequently alter binding or negotiated requirements, which were the result of prior consultation or to identify new requirements for the ordered service. In the case of provider agreement with the change or new designation of client requirements, the contracting parties shall in writing extend the period for the provision of services and adjust the price with regard to the specificity and complexity of these requirements.

(5) The Client undertakes to accept and acknowledge the services provided by the provider.

**Article VI
Cooperation**

(1) The client undertakes to provide cooperation to enable the provider to provide ordered services timely and properly. The client undertakes without delay, at latest within a period specified by the provider to give all the information needed for the provision of the services.

(2) The Client undertakes to ensure that the provider is entitled to have all the necessary permissions and rights to use the documents and is required to prevent unauthorized interference with the rights of third parties. If the client breaches those obligations and the third person will therefore claim the provider, the client undertakes provide necessary cooperation, in particular, the client provides the necessary papers and other documents and pay the provider damages and other costs incurred in connection with the application of the rights of the third party or which shall be paid to the third party by the provider.

(3) The provider is not in default in fulfillment of his obligations during the period the client does not cooperate with the provider. The delay of cooperation by the client extends the period for the provision of services by the provider. Delay in providing services does not affect the agreed price.

**Article VII
Goods damage and ownership right**

(1) The risk of damage shall pass on the client at the moment of taking over of the goods from the provider or if the client does not do so in time, at the moment when the provider allows the client to dispose with the goods and client breaches the contract and / or General Terms or Conditions by not taking over the goods. Goods damage means damage, destruction, loss and destruction of goods, irrespective of what reasons they occur.

(2) Client becomes the owner at the moment of paying the full purchase price (hereinafter referred to as „ownership clause“).

**Article VIII
Processing of personal data**

(1) Donors, as operator processes personal data of the Customer in accordance with the Act. 122/2013 Coll. on the protection of personal data and on the amendment of certain acts as amended (the "Act on the Protection of Personal Data").

(2) Donors, as operator, process personal data of the Customer, as the person without the consent of the customer, in accordance with § 10 paragraph 3. b) of the Law on the protection of personal data, according to which the operator is processing personal data without the person's consent, when data processing is necessary for the performance of the contract in which the person acts as one of the parties or pre-contractual relationship with the person or in negotiations on a treaty change to take place at the request of the person concerned

**Article IX
Contractual penalty**

(1) The client undertakes to pay to the provider a contractual penalty of 1% of the unpaid price for each day of delay.

(2) The obligation of the client does not terminate by the payment of contractual penalty.

(3) The provider's right to compensation is not touched by the payment of the contractual penalty. Entitlement to compensation is not counted for the entitlement to a penalty.

**Article X
Withdrawal**

(1) The provider is entitled to terminate the contract if the client does not give to the provider the necessary documents.

(2) The effects of withdrawal occur on the day of receipt of the resignation of the other party. Legal cancellation effects occur even if the other party refuses to accept the withdrawal or other party frustrates by action or omission the withdrawal delivery or if the post office returned the shipment with the withdrawal as non delivered. If the client is legal or natural person - entrepreneur, the registered office in the Trade register or Commercial register is decisive. If the client is a natural person, the permanent residence or temporary residence is decisive.

**Article XI
Final Provisions**

(1) Relations resulting from the contract or the General Terms and Conditions in accordance with § 9 of Act No.97/1963 Coll. on International Law and Procedure, as amended, are governed by Slovak law (hereinafter referred to as „choice of law“).

(2) Donors, as operator, process personal data of the Customer, as the person without the consent of the customer, in accordance with § 10 paragraph 3. b) of the Law on the protection of personal data, according to which the operator is processing personal data without the person's consent, when data processing is necessary for the performance of the contract in which the person acts as one of the parties or pre-contractual relationship with the person or in negotiations on a treaty change to take place at the request of the person concerned

(3) The contracting parties shall, in accordance with § 262 of Act No. 513/1991 Coll. Obchodný zákonník v znení Commercial Code, as amended, agreed that the contract was governed by the Commercial Code (Commercial choice Code). The rights and obligations of the contract shall apply mutatis mutandis the provisions of the Commercial Code, governing the obligations of their closest, unless the contract stipulates otherwise.

(4) Ineffectiveness of contractual terms does not affect the validity of other terms. Ineffective contractual terms are replaced by the terms which are the closest to the intention of the contracting parties.

**In Bratislava, on 01.01.2021
PhDr. Martin Kostelníček, PhD., executive of the company šach mat, s.r.o.**