

General trading conditions for winning games

1 General Part

- 1.1 TSÚ Piešťany, š.p. (TSÚ) as a Supplier provides its applicants with service in the field of expert assessment, attestation and checkout of winning games machine.
- 1.2 TSÚ performs its activities on the base of current orders, acts, and according to approval for expert assessment of winning machines issued by the Ministry of Finance of the SR.
- 1.3 General trading conditions (GTCs) are an inseparable part of the contract or application. After signing the contract by both contracting parties or after confirmation of application these GTCs enter into force and become binding.

2 Service (Order) Realization

- 2.1 Extent of the work shall be defined in writing while negotiating a particular order in the contract or application.
- 2.2 The Applicant shall ensure that the decision rules are in accordance with the Customer's requirements, legal regulations or the requirements of standards that are agreed and documented before the start of work. The Customer defines the level of risk related to the probability of acceptance of the result associated with the decision rules, which he is willing to accept, and the Supplier includes the decision rule in the reports containing declarations of conformity. Applicant must submit all required documentation (technical or other documentation, or if the testing performance requires a sample then together with the sample, or for other performance). The data in the documents must show their validity and effectuality.
- 2.3 Work performance shall be located in the seat of Supplier, Applicant, manufacturer, owner or another place agreed with Applicant. Final activities shall be realized in the seat of Supplier. Supplier reserves the right to realize the performance before the given term.
- 2.4 Applicant agrees to provide Supplier with suitable conditions needed for successful performance of the subject of contract or application. Applicant enables Supplier to enter the site area related to the performance of a service, to reach the documents and enables negotiations with competent employees, if appropriate.
- 2.5 Supplier agrees to restrict its requirements solely to the scope of requirements needed for the performance.
- 2.6 Applicant is obliged to inform Supplier of every change of relevant data including the change of address.
- 2.7 Supplier fulfils its liabilities by delivering the relevant output documents (certificates, final report, etc.) by registered mail or by personal delivery to the hands Applicant's authorized representative or operator upon signature.

3 Warranty, Liability and Claims

- 3.1 Supplier has taken out the liability insurance for damages caused while performing the subject of the contract or application to corporate entities and to undertaking natural persons.
- 3.2 Supplier is not responsible for correctness of legal regulations, orders and laws supporting the attestation and checkout of winning games machines.
- 3.3 If a non-compliance or defect is based upon the circumstances caused by Supplier, then the Supplier shall be held responsible for damages to the Applicant only in the scope of provisions of the Slovak laws and up to the amount in terms of the agreed liability insurance.
- 3.4 Supplier's liability for the accuracy of performance covers only performances expressly stated in the contract or application. Warranty of utility and accuracy of the whole device, especially of its construction, material selection and device assembly is not provided, except if otherwise agreed in the contract or application.
- 3.5 Supplier shall be responsible for damages caused intentionally or by negligence, or by violation of a significant contractual obligation.
- 3.6 Significant contractual obligation is an obligation which is subject to appropriate contractual performance and the other party to contract relies on its fulfilment in general.

4 Confidentiality, Data Security, Copyright

- 4.1 Supplier and Applicant agree to keep all information under this contract or application confidential and not provide them to a third party. This duty shall be suspended only by the means of legal causes according to the Slovak law.
- 4.2 Supplier shall guarantee the confidentiality of information gained during activities provided on all levels of its organization including external suppliers.
- 4.3 Supplier reserves the copyright to the certificates, reports etc. issued by the Supplier.
- 4.4 Supplier is allowed to keep copies of written records submitted for its inspection and that are relevant for order performance.
- 4.5 Supplier has taken measures that guarantee safety of data supplies of entries being processed. Employees who are responsible for data processing are placed under contract to respect data security assessments.

5 Withdrawal

- 5.1 If Supplier finds out that the subject of contract or application cannot be accomplished for various reasons, or its accomplishment is endangered, it is obliged to inform the Applicant in time and without delay.
- 5.2 Supplier is allowed to withdraw in writing from the contract or application under the conditions defined in particular provisions of current Commercial Code of the SR. In the case of contract or application withdrawal, the Applicant is obliged to pay the costs connected with the accomplishment realized till that time as a subject of contract or application.
- 5.3 Supplier has the right to withdraw from the contract or application if the price for accomplishment of contract or application was not settled, and also in the case it was not provided with the required documentation (or sample) within 60 days from the signing of the contract or confirmation of the application.

6 Price and Payment Conditions

- 6.1 Price for the subject of contract or application is given by the agreement between Applicant and Supplier in accordance current price list submitted by the Ministry of Finance of the SR. If the performance lasts longer than 5 months and meanwhile the price changes on the base of the price regulation announced by the state (e.g. announcement of inflation) it is possible to take new prices as the base from the oncoming month.
- 6.2 The agreed price does not cover the costs for checkout performance whether all faults found were removed or costs connected with additional testing required in the case of non-compliance.
- 6.3 If the Supplier does not cover the costs connected with transport, accommodation, insurance as well as other costs according to particular regulations, the Applicant undertakes to cover these costs to Supplier. These costs shall be invoiced to the Applicant after the responsible person returns from business trip in the amount of the costs actually incurred.
- 6.4 If the Applicant defaults in complying with its liability to pay the Supplier the agreed price for performance when due, the Supplier is entitled to charge the Applicant a penalty of 0.05% of the amount due for each day of delay.

7 Legal Framework of Contract Documentation

- 7.1 The contract comes into effect upon signatures of both parties or from date of delivery of signed contract from the Applicant to the Supplier. In the case of application, the contractual relation between Applicant and Supplier begins on the day of confirmation of the application by the Supplier.
- 7.2 Any change or amendment to the contract or application shall be in writing and signed by both parties. The amendments are an inseparable part of the contract documentation.
- 7.3 Applicant undertakes to inform the Supplier without delay about all changes of conditions relevant for the performance.
- 7.4 Ownership of the subject of contract or application shall transfer from the Supplier to the Applicant on the day of submitting.
- 7.5 Legal relationships not regulated by GTCs, contract or application shall be governed by provisions of the Commercial Code of the Slovak Republic.
- 7.6 All claims resulting from the contract with a foreign applicant, including claims concerning its validity, interpretation or withdrawal, have to be judged according to the Slovak laws and solved before the Court of Arbitration of the Slovak Republic.

8 Matters Concerning the Testing Samples

- 8.1 The Supplier shall check the technical file submitted by the Applicant, the sample specification, the manner and date of its acceptance and return
- 8.2 Supplier shall perform or ensure the performance of required expert assessments and attestation in the scope of technical requirements and other legislation concerning the product within 90 days from the date of fulfilment of Applicant's duties under Article 2, point 2.2 of these GTCs.
- 8.3 The Applicant shall provide the Supplier with the samples and their components free of charge and agree in writing with the Supplier on how the samples shall be handled after testing.
- 8.4 The Applicant acknowledges that the samples may be damaged by the tests and will not claim compensation for any possible damage to the samples. Samples will be properly marked, packaged and shipped to the Supplier by the Applicant.
- 8.5 The Applicant shall provide, upon the Supplier's request, assistance in taking the sample and transporting it to the place of testing. In the event that an error occurs on the submitted sample that does not allow the Supplier to perform the subject of works under the contract or order, the Supplier shall immediately inform the Applicant. The Applicant will provide the necessary cooperation to remove the error. The term of works specified in the contract shall be extended by the time needed to correct the error.
- 8.6 After testing, the samples shall be handled in the manner specified by the Applicant in the Protocol on Acceptance and Return of the Sample, or agreed in advance with the Supplier (in e-mail, order, application or contract).
- 8.7 If the Applicant fails to accept the sample after testing that was requested by him according to 8.6, within 30 calendar days after completion of the tests, the Supplier shall consider such proceeding as the consent of the Applicant to the disposal of the sample.

Piešťany, 1st August 2021

These GTCs come into effect on 1st August 2021

Ing. Jaroslav Crkoň
General Director