

General Terms and Conditions of the Leo Express Slovensko

S.r.o.

1. Scope of application

These General Terms and Conditions are an integral part of individual contracts concluded between Leo Express Slovensko s.r.o. with its registered office at Pražská 3222/11, Bratislava - mestská časť Staré Mesto 811 04, IČO: 50 085 891, registered on 16.1.2016 (hereinafter referred to as "Leo Express") on the one hand and the contractual partner (hereinafter referred to as the "Partner") on the other.

2. Payment terms

The maturity of invoices issued by the Partner is set at 30 days from their delivery to Leo Express. Invoices will be sent to the e-mail address: fakturacia@leoexpress.sk. If the invoice does not have all the particulars stipulated by the agreement of the Contracting Parties or legal regulations or if it is in any way contrary to the agreement of the Parties, Leo Express is entitled to return it to the Partner within the due date without being in delay. In such a case, the Partner is obliged to issue a new invoice with a new maturity.

3. Discount on filling

In the event that Leo Express pays the amount of performance agreed in the Contract for services or goods provided by the Partner within five working days from the date of delivery of the relevant invoice to the email address fakturacia@leoexpress.sk, Leo Express will be entitled to a discount of at least 3,00 % according to an explicit agreement with the Partner. If a discount is granted, the Leo Express Partner will issue a relevant credit note.

4. Governing Law

All contractual relations between Leo Express and the Partner not expressly regulated otherwise are governed by generally binding legal regulations of the Slovak Republic, excluding conflict of laws rules of private international law.

5. Dispute resolution

The Contracting Parties have agreed that all disputes arising from mutual contractual relations shall be resolved primarily amicably and only in the case of unsuccessful out-of-court negotiations may the Contracting Party turn to the court with subject-matter and territorial jurisdiction. The use of any arbitration clauses is excluded, unless expressly provided otherwise in the relevant concluded Agreement.

6. Reference

The Partner is entitled to use the business name of Leo Express for marketing purposes as a reference on its website or in another form only with the prior consent of an authorized representative of Leo Express. If such consent is granted, the reference on the website will be realized in the form of a link to the Leo Express website. In the event of a breach of the obligation to ensure prior consent to provide a reference under this provision, the Partner is obliged to pay Leo Express a contractual penalty in the amount of 10 % of the agreed value of the performance according to the concluded contract for each individual breach, but at least in the amount of EUR 400. Payment of the contractual penalty is without prejudice to the right to compensation for damage caused in full.

7. Confidentiality

The Partner will consider all information provided by Leo Express during the duration of the contractual relationship confidential, undertakes to maintain confidentiality and is entitled to use it exclusively for the purpose of mutual cooperation with Leo Express. Any other use of the information provided is excluded. The Partner shall take all measures to protect the information, to prevent its unauthorized disclosure or transfer to third parties. A breach of confidentiality is not considered to be the disclosure of information to (i) the relevant public administration institutions and judicial institutions to which the Partner is obliged to disclose the information under the relevant regulation or decision, or (ii) to a third party on the basis of an obligation imposed by a legal regulation (but only to the extent of such a regulation; in such a case, the Partner shall make every effort to inform Leo Express as soon as possible before publication in order to provide sufficient time to respond to this fact) or (iii) if Leo Express itself publishes any information or allows the Partner to publish it or (iv) if any information is publicly available. Unless otherwise agreed in writing by the Parties, the obligation to maintain confidentiality also lasts for a period of five years after the termination of the contractual relationship. In the event of a breach of confidentiality under this provision, the Partner is obliged to pay Leo Express a contractual penalty in the amount of 10 % of the agreed value of the performance according to the concluded contract for each individual breach, but at least in the amount of EUR 2,000. Payment of the contractual penalty is without prejudice to the right to compensation for damage caused in full. The Contracting Parties undertake to refrain from any activity that would be contrary to the interests of the other Contracting Party and would be capable of causing material and/or non-material damage.

8. Contact information

In order to ensure contact by Leo Express during the performance of the contractual relationship, the Partner will always use one of the following e-mail addresses, depending on the area of in-kind performance: marketing@le.cz; provoz@le.cz; it@le.cz; legal@le.cz; udrzba@le.cz; bd@le.cz; hr@le.cz; obchod@le.cz provided that the copy of the e-mail message will always include the [address of the nakup@le.cz](mailto:nakup@le.cz);

9. Delivery

When delivering any documents related to the performance of the contractual relationship, the company will not use the fiction of delivery against Leo Express. All documents will be delivered to the address of Leo Express according to the current status entered in the Commercial Register to the attention of one of the members of the statutory body or legal department of the company or by data box.

10. Ethical principles

The Partner shall ensure that all persons who will participate in the performance of the contractual relationship on its behalf adhere to the ethical principles of business consisting of the prohibition of discrimination on any grounds, ensuring the consistent protection of customers' personal data, the prohibition of corrupt conduct and the prohibition of unfair competition against its competitors. At the same time, upon request, the Partner proves that he has not been convicted of a crime committed intentionally under Act No. 91/2016 Coll. Act on Criminal Liability of Legal Persons and on Amendments to Certain Acts, in the last 3 (three) years. The Partner hereby declares that it does not cooperate or will not cooperate in the future with regimes, institutions or any other entities that would support, directly or indirectly, totalitarian or terrorist regimes.

In _____ on the day _____

Partner signature