

APEX pro gaming a.s.

General Terms and Conditions, valid from 25.5.2018

1. Fundamental regulation

- 1.1. These General sales, service and guarantee Terms and Conditions (further only „General Terms and Conditions“) are binding for sale or loan of goods and for deliveries of goods by company APEX pro gaming a.s. to contractual partners and they are binding for all trade relations with this company.
- 1.2. Application of general terms and conditions of contracting partners of company APEX pro gaming a.s. to legal relations regulated by these General Terms and Conditions is expressly excluded.
- 1.3. All the written agreements of contracting parties different from these General Terms and Conditions take precedence over provisions of these General Terms and Conditions.
- 1.4. For purposes of these General Terms and Conditions are understood the following:
 - The contractor – company APEX pro gaming a.s. as a seller, a lender or a service provider.
 - A purchaser - a contracting partner of company APEX pro gaming a.s. as a buyer, a borrower or a service recipient
 - A subject of performance – goods that shall be according to contract sold or loaned to the purchaser, or a service the purchaser shall be provided with.
 - Goods – the thing specified by the contractor for sale or for loan, namely hardware – HW, software – SW, consumable goods, auxiliary goods, spare parts, documentation, etc.
 - Pricelist price – given in the contractor’s pricelist.

2. Conclusion of the contract

- 2.1. Each contract is concluded in a way of purchaser’s acceptance of contractor’s offer or in a way of contractor’s confirmation of purchaser’s order in range and under conditions of such confirmation.
- 2.2. These General Terms and Conditions are always part of contractor’s offer.
- 2.3. Had contractor’s offer not preceded purchaser’s offer, the purchaser is together with order confirmation informed about the General Terms and Conditions limitedness, unless the purchaser knows or has to know their content from previous business relation with the contractor. Possible disagreement with these General Terms and Conditions is deemed to be purchaser’s order cancellation and the contractor has to be informed in three working days from order confirmation from contractor’s side.
- 2.4. The purchaser’s order may be sent via post, fax, or via electronic way (usually e-mail). It may also be done verbally or on phone.
- 2.5. Every order has to consist of the following fundamental requirements:
 - Business company (respective name) and seat of the purchaser, phone contact included;
 - Name of a person authorized to deal in the name of the purchaser,
 - Company Registration Number and Tax Identification Number (for VAT payee registered companies);
 - definite specification and quantity of a performance subject,

- delivery terms (place and term).
- 2.6 For the verbally or on the phone done orders is enough if there is adequately surely specified a purchaser, a performance subject and a delivery term.
- 2.7 All the personal data gained in such way on purchasers are stored on the basis of legal purpose and the contractor uses them solely for internal needs of his company and does not share them with third parties. The only exception are external forwarders who are given customer's personal data in a minimum extent, necessary for trouble-free goods delivery.

PART II - CONTRACT

3. Payment of purchasing price, payment conditions and possession reservation

- 3.1. A purchaser (a customer) is obliged to pay for a goods agreed purchasing price. Unless otherwise agreed, the purchasing price without any fees is due in 14 days from tax document issue. The payments will be issued via bank transfer or in cash before goods delivery, unless otherwise stated in purchasing contract. The payment is deemed to be properly settled if the amount was credited to contractor's account on the due date. The purchasing price is the goods price without VAT, unless otherwise stated in a purchasing contract. VAT is added to this price according to valid legal restrictions. The purchasing price is understood as EXW price. The purchasing price may be stated in foreign currency.
- 3.2. The ownership to the goods passes to a purchaser (a customer) after complete purchasing price including all belongings and other costs payment settlement. Before complete settlement of purchasing price a purchaser (a customer) is not entitled to encumber goods with rights of third person, namely neither materially legally, nor contractually or to purloin the goods. A purchaser (a customer) is obliged to keep the goods with appropriate care and to show the goods different from his own goods as possession of the contractor. This objection to the ownership doesn't affect the pass of goods damage danger.
- 3.3. Should the purchaser (the customer) not pay particular invoices or rather tax documents until the due date, the contractor is entitled to terminate the contract and the purchaser (the customer) binds himself to return the goods he took over. In such case has the contractor right to transport the goods from the place where it is either himself or through a third party at the costs of the purchaser (the customer). The purchaser (the customer) will cooperate in a corresponding way and will enable the contractor or the third party authorized by the contractor to the premises of purchaser's (customer's) place of business. The purchaser (the customer) has no right to enforce the lien to the goods. This doesn't affect contractor's entitlement to loss compensation.
- 3.4. Contractual interest of 0,1% of owed amount for each day of payment default is negotiated in case of payment default. Should there be any uncertainty about invoice delivery, the invoice is considered to be delivered the third day after its dispatching. The contractor is entitled to collect the contractual interest from the purchaser (the customer) together with unpaid part of purchasing price. The purchaser's (the customer's) default to pay his financial obligations arising either from the contract or from any other obligatory relation between the purchaser (the customer) and the

contractor entitles the contractor to goods delivery suspension/postponing according to the contract, until the full payment settlement. The goods delivery time is extended by this time.

- 3.5. The contractor is entitled to change whenever the prices stated in the price offer whereas already agreed prices may be changed only in case that between the contracting moment and goods delivery happened change of conditions that influence price creation. It means namely these cases:

- the rate of CZK to EUR will be changed on the invoice issuing day for more than 2,0% contrary to CZK to EUR rate valid on the price offer sending day; the rate foreign „exchange – sale“ in bank of the contractor will be determinant,
- after the price offer dispatching day there were applied new administrative taxes that may affect the price (import surcharge, customs payment, etc.)
- there was applied change in taxes done by state, change of raw materials, manpower and levies to social insurance.

In case of price increase after sales contract conclusion the purchaser is entitled to terminate the contract in 3 working days from information on new purchasing price; concurrently the contractor is not entitled to ask for cancellation fee payment or compensation of loss arising from purchaser's order cancellation.

4. Delivery terms

- 4.1. The contractor will deliver the goods in the contracted delivery term. A purchaser (a customer) binds himself to provide proper and well-timed cooperation as well as to accept and take over the goods in the contracted delivery term. The business premises of the contractor are the delivery place, unless otherwise agreed. The contractor is not responsible for loading of the goods to the means of transport ordered by a purchaser (a customer). Goods damage danger passes to the purchaser (the customer) immediately after handing over of the goods to the purchaser (the customer). The delivery terms in accordance with EXW taking clause (according to INCOTERMS 2010). Should the delivery of the goods to the purchaser (the customer) be agreed to the place different from the business premises of the contractor, the transport is realized on account and danger of the purchaser (the customer). The purchaser (the customer) is obliged to announce in a provable way to the contractor necessary data on an ordered forwarder at least two days before transporting day. Together with the goods, hands the contractor over to the purchaser (the customer) at once also accompanying documentation. The contractor is not obliged to insure the goods. Goods partial deliveries are allowed.
- 4.2. Should the purchaser (the customer) decline to take the goods over at the delivery term or doesn't take it over on the day, the right to cancel the contract or storage on customer's costs is established for the contractor. In case of such storage, the selling price, notwithstanding the negotiations in the selling contract, becomes due no later than on the day of goods storing into the storage. The contractor is entitled to exercise the lien to the goods, namely until full payment of purchasing price and storage costs by the purchaser.
- 4.3. The purchaser (the customer) is obliged to take over a performance subject and to check immediately compliance of amount and kind of performance subject with the

delivery note or with issue slip, eventually detect evident damages to transporting covers or to the subject of performance.

- 4.4. Should the purchaser (the customer) ascertain divergence with the delivery note or with the issue slip, eventually evident damages to transporting covers or to the goods, he is obliged to report this fact forthwith to the contractor or to the goods bearer and to mention it in a written form at the delivery note or at the issue slip, eventually at forwarding service's delivery note.
- 4.5. Should the purchaser (the customer) ascertain divergence in amount and type of performance subject, or it's evident damage, he is obliged to complain about such defect to the contractor, but at the latest in two working days from the hand over date. The contractor does not have to respect later complaints of this type.
- 4.6. By taking the performance subject over, by checking it and following switching it on the purchaser (the customer) is obliged to check also the performance subject's serial numbers with the note at the delivery note or at issue slip. The purchaser (the customer) is obliged to announce the contractor the ascertained difference at latest in three working days from performance subject taking over. The contractor will afterwards provide repair and sending of new delivery note or issue slip in 10 working days. Shouldn't the purchaser (the customer) announce the difference in time, the difference between product serial number and the serial number stated in the delivery note is the argument for declining the claim.

5. Order cancellation by the purchaser (the customer), withdrawal from the contract

- 5.1. The purchaser (the customer) is entitled to full or partial withdrawal from the contract, i.e. order cancellation until the planned moment of goods handover.
- 5.2. The contractor is entitled to charge the purchaser (the customer) out the cancellation fee up to 50 % of performance subject price or of its cancelled part to cover the costs effectively spent in connection of order change or cancellation.
- 5.3. The contracting parties are entitled to terminate the contract in case of material violation to contracting conditions. Before doing so the contracting parties are obliged to announce the other contracting party about that in a written form and to enable the other contracting party in appropriate time to eliminate effects of contract breach and to fulfil it properly.

6. Performance subject installation, intellectual property

- 6.1. Should a purchaser (a customer) require a performance subject installation, it is done for a special remuneration, usually in the moment of performance subject delivery or in the term agreed with contractor's authorized person.
- 6.2. Should there be between the contracting parties not otherwise agreed, the contractor in terms of business relationship does not sign intellectual property rights over to the purchaser (the customer) and the contractor neither grants any license to these rights of intellectual property.

7. Packaging

- 7.1. The contractor will package the goods in a standard way, that it considers appropriate, unless different one is specified in the contract.

8. Liability for damages

- 8.1. The supplier is not namely liable to the purchaser (the customer) for the damage caused by:
- performance subject maintenance done by a person different from the purchaser (the customer) or person authorized by the purchaser (the customer);
 - improper or inadequate use of performance subject.
- 8.2. The contractor isn't liable in cases caused by act of God. As act of God are understood namely these facts if they prevent delivery realization or make it disproportionately difficult: natural disaster, elemental catastrophe, epidemic, war, mobilization, terrorist assault, civil disturbances, expropriation, state restrictions, interdictions or whatever kind of law restrictions, strikes, traffic closures, import and export limits, industrial accidents or whatever else similar facts, that happened without any influence or control of the contractor.
- 8.3. In case of act of God the contractor has the right to cancel or postpone an order or contract realization. It is not possible to demand remuneration of eventual loss connected with this circumstance. In case of such act of God that persists for longer time than six months, both of contracting parties have the right to terminate the contract.
- 8.4. The contractor's liability is limited to malice and gross negligence.
- 8.5. The contractor's liability is in case of specific performance limited to the height of purchasing price of such performance.
- 8.6. All the claims to remuneration of a damage come to an end by expiration of one year from the moment when such claims might be applied for the first time.

9. Responsibility for imperfections/ Rights following from imperfect performance

- 9.1. The lawful responsibility for imperfections covers singular goods as well as other singular performance subjects (further also only „goods“) specified at the invoice or at other billing document as well as at corresponding delivery note, i.e. at delivery note or at issue slip where serial numbers of delivered goods are noticed.
- 9.2. The responsibility for imperfections doesn't cover sale of used goods.
- 9.3. The responsibility for imperfections does neither cover wear of the goods caused by its common use nor the defects that were fundamental for negotiation of a discounted price.
- 9.4. The purchaser (the customer) is by taking the goods over obliged to announce in written form all the evident delivered goods defects to the contractor and to require, without undue delay, but at the latest in 3 working days from the goods takeover, elimination of the goods defects, otherwise he is not entitled to make claims to **evident goods defects**; this doesn't effect regulation of art. 4 paragraph 5 and 6. The purchaser (the customer) is obliged to inform the contractor in written form in case of **hidden imperfection** without undue delay, but at the latest in 6 months from

takeover of the goods and to require imperfection elimination. Otherwise the purchaser (the customer) is not entitled to the rights following from imperfect performance.

- 9.5. The contractor is only responsible for goods imperfections when the purchaser (the customer) proves that the goods had defects already in the delivery time. The goods is imperfect when its amount, quality and manufacturing belie to the contract or to quality and manufacturing common for such thing.
- 9.6. After goods defect notification the contractor is without undue delay obliged to eliminate the reproached goods defects according to his discretion, namely by repair, delivery of new goods with no defects or by giving appropriate discount from purchasing price. Should the purchaser (the customer) inform the contractor about goods defects and should be subsequently ascertained existence of no goods defects the contractor is responsible for, the purchaser (the customer) will remunerate the contractor hereby caused costs.
- 9.7. Use of §2108 of the Act no. 89/2012 Coll. of the Civil Code is herewith excluded.
- 9.8. The purchaser (the customer) is not entitled to contract termination in case he didn't inform the contractor of goods defects in time in written form and in case the goods defect isn't a fundamental one. Should it be possible to repair the goods or to replace defect goods with spare goods, it isn't the case of fundamental goods defect. The contract termination is excluded unless the customer is able to give the goods back in the same state in which he took it over.
- 9.9. The contractor is not responsible for indirect subsequent loss, turnover loss or lost profits in connection with goods defects. The responsibility of the contractor under no circumstances exceeds the selling price of the goods that is subject to warranty.

10. **Quality Guarantee**

- 10.1 The contractor guarantees singular goods as well as other singular performance subjects (further also only „goods“) specified at the invoice or at other billing document as well as at corresponding delivery note, i.e. at delivery note or at issue slip where serial numbers of delivered goods are noticed, namely in duration of 12 months.
- 10.2 The guarantee does not cover sale of used goods.
- 10.3 The guarantee does neither cover wear of the goods caused by its common use nor the defects that were fundamental for negotiation of a discounted price.
- 10.4 The guarantee claim won't be accepted with the goods where warranty sticker was destroyed.
- 10.5 The guarantee period begins on the day of goods damage danger passage to the purchaser (the customer). The purchaser (the customer) is without undue delay from their ascertainment obliged to inform in a written form the contractor of the defects on goods under warranty without undue delay from their ascertainment and to specify the defects evidence.
- 10.6 The warranty does not cover the goods defects caused by unskilled encroachments of the purchaser (the customer) or of the third person, as well as the goods defects where is not possible to prove their origination by use of defective material, wrong construction or imperfect processing, namely this concerns the defects caused by incorrect maintenance, nonperformance of operational manuals, immoderate straining, mechanical damage, use of inappropriate devices for operation, chemical

and electrolytical impacts and all other impacts that were not caused by the contractor.

11. Complaints procedure

- 11.1.** The purchaser (the customer) is obliged to claim the guarantee by handing performance subject in and by a written claim (event. via fax or e-mail) with as much as possible detailed specification of performance subject defect, or he may claim personally. The claiming place is the contractor's business premises.
- 11.2.** By performance subject guarantee claim the purchaser (the customer) is obliged to prove buying of the performance subject from the contractor with the invoice together with delivery note, or servicing record or issue slip (with claimed performance subject serial number noted).
- 11.3.** Because of danger of possible performance subject damage during transport, the contractor accepts only warranty claims of packed performance subjects, in the best case packed in the original packing. Should the purchaser (the customer) not deliver the performance subject in original package, use of another appropriate package that is in accordance with demands on such goods transportation, is recommended.
- 11.4.** Should the guarantee be not accepted, the purchaser (the customer) may require paid service. The performance subject won't be serviced without purchaser's (customer's) agreement and unit will be sent back to the purchaser (the customer). This doesn't affect the right according to point 9.6.

PART III – SERVICING PROCEDURE

12. Servicing procedure

- 12.1.** Should the purchaser (the customer) request service of the goods which is not use of purchaser's (customer's) right following from imperfect performance or from guarantee, the purchaser (the customer) is obliged to do it in a written form (eventually by fax or e-mail) sent to the supplier's servicing place.
- 12.2.** The written requirement has to include namely: customer's contact details, e-mail address, phone number, delivery address.
- 12.3.** The purchaser (the customer) may also specify his requirements for servicing process:
 - A) He wants to be informed about the servicing works costs.
 - B) He will decide the servicing costs limit
 - C) He requires a standard way of servicing.
- 12.4.** Based on these requirements, the contractor gives the order an RMA number. The purchaser (the customer) is obliged to mark the goods with this number before dispatching it.
- 12.5.** Should the purchaser (the customer) not specify the servicing order, the goods will be serviced in a standard way, i.e. up to maximum 75% of the new goods' price. Should the servicing costs be higher than this limit, the goods won't be repaired, but sent back to the purchaser (the customer).
- 12.6.** Should it be not use of right following from responsibility for imperfections or from guarantee and the goods will not be repaired, the diagnostics according to the valid price list will be invoiced to the customer.
- 12.7.** Any changed/damaged parts are after servicing property of the contractor

PART IV – CONTRACT ON LOAN

13. Contract on loan

- 13.1.** The contractor as the lender cedes the purchasers as borrowers components of slot machines and videolottery terminals to temporal use free of charge.
- 13.2.** Kinds and amounts of pieces of borrowed things are specified in particular loan documents (issue slips, delivery notes).
- 13.3.** The purchaser is entitled to use such borrowed goods as spare parts or for testing purposes. He may not use these things for another purpose, unless otherwise agreed in written form by contracting parties.
- 13.4.** The loan period is contracted separately for each particular thing, where returning date and place are mentioned in appropriate loan documents. In case of use of borrowed thing in contrary with the contract or with these General Terms and Conditions the contractor may require premature returning of such things. Should the contractor need any borrowed thing inevitably sooner because of the reason he may had not anticipated in the moment of contract conclusion, the purchaser is obliged to return him such thing without undue delay upon legitimate request.
- 13.5.** In case the borrowed thing is not returned to the contractor properly and in time, the purchaser is obliged to pay the contractor contractual penalty in amount of one thirtieth (1/30) of present pricelist price of non-returned thing including VAT for each day of delay, but at most in amount of present pricelist price of non-returned thing including VAT. The crucial date for present price list price determination is the date when the borrowed thing was to be returned to the contractor.
- 13.6.** The loan period may only be prolonged in a written agreement of contractual parties; expression of will of both of contractual parties in e-mail messages is also adequate.
- 13.7.** The purchaser is obliged to remunerate the contractor costs for common maintenance of borrowed goods which was necessary to spend in connection with the loan. The purchaser is further obliged to prevent borrowed things from loss, destruction or arising of another damage to them. Should during the loan period the borrowed things be lost, destroyed or otherwise damaged, the purchaser is obliged to remunerate the contractor arisen detriment. The purchaser may not relieve himself from this obligation.
- 13.8.** The purchaser may cede borrowed things to the third person into temporal use only with written consent from the contractor. The purchaser may not transfer the ownership to borrowed things to someone else.
- 13.9.** Regulation of part II of these General Terms and Conditions regarding delivery terms, contract cancellation, performance subject installation, intellectual property, packaging and liability for damage will be applied in an appropriate way.

PART V – JOINT AND GENERAL PROVISIONS

14. Confidentiality

- 14.1.** All the information given by the contractor to the purchaser are confidential. The purchaser is not entitled to share this information with the third person or to use them in contrary with the purpose for his own use, regardless the contract is or is not signed.

Breach of this obligation gives rise to right of the contractor to recompense of all the losses caused by breach of this regulation.

15. Documents delivery

- 15.1.** All the documents, announcements and other notifications necessary to be delivered, will be delivered to the address written at contract /order heading, eventually to the purchaser's address stated at appropriate business or trade register.
- 15.2.** Should the contracting party not collect the document, announcement or other notification in deposit time, the document, announcement or other notification is deemed delivered in three days of depositing.

Personal data processing and protection

16. Personal data processing and protection

16.1 Personal data processing and protection is always performed in compliance with valid legislation of Czech Republic and European Union, namely with General Data Protection Regulation (EU) 2016/679 (EU GDPR). Personal data exchange and treatment will always be performed with provision of their security and protection with regards to data subject's rights. For transfer and handling of personal data in compliance with contracted purpose the transferring and/or overtaking party are always obliged to inform the data subject and to require his/her consent; this all under condition that it is required by applicable legal restrictions and in a range required by these restrictions.

17. General provisions

- 17.1.** All the contractual relations contracted between the contractor and the purchaser do obey Czech Republic law regulations excluding OSN Convention on international purchase of goods agreements.
- 17.2.** The rights and liabilities arising from obligatory relations between the contractor and the purchaser obey to the contract wording, to these General Terms and Conditions and in cases not specified in the contract or in these General Terms and Conditions they obey to appropriate provisions of the Czech Republic legal regulations, namely Act no. 89/2012 Coll. in valid wording.
- 17.3.** For settlement of disputes arising in relation with legal relations regulated by these General Terms and Conditions belong according to regulation of §89a of the Act no. 99/1963 Coll., Civil Code under jurisdiction of District court in České Budějovice, in case of regional jurisdiction under Regional court in České Budějovice, unless sole jurisdiction set by an Act.
- 17.4.** Text of these General Terms and Conditions is made available to the purchaser together with sending of price offer. Also publishing these General Terms and Conditions at contractor's websites is deemed as making them available. The purchaser is aware of the fact that the obligatory relation established from the moment of acceptance of contractor's price offer by the purchaser, obeys these General Terms and Conditions.
- 17.5.** The purchaser is not entitled to subjectively credit his alleged debt towards the contractor against the contractor's debt following from this contract.

- 17.6.** Application of provision of §1799 and §1800 of the Act no. 89/2012 Coll., Civil Code is excluded.
- 17.7.** Company APEX pro gaming a.s. is entitled to change the General Terms and Conditions unilaterally, namely in their whole extent. Contractual partners affected by such change have to be notified in form of letter or e-mail. In such e-mail presentation of link to new version of the General Terms and Conditions presented at APEX pro gaming a.s. websites is also enough. A contractual partner may disclaim proposed changes to the General Terms and Conditions and terminate his contract due to this reason at latest in 5 working days from change notification; nevertheless, the contractor is not entitled to require cancellation fee payment or remuneration of loss arising in relation with purchaser's termination of contract.
- 17.8.** These General Terms and Conditions are published on the websites of company APEX pro gaming a.s. from the day of their proclamation.

Contractor's registered address:

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Contractor's business premises :

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