



# SPACEMANIC

## GENERAL TERMS AND CONDITIONS

### 1. General provisions

1.1. These general terms and conditions, together with the appendices attached to them, constitute the terms of the agreement between the company

#### SK:

Spacemanic s.r.o.  
Zámocká 5  
811 01 Bratislava  
Slovak Republic

Company registered at Business  
Register of the District Court  
Bratislava I, section: Sro, insert  
No: 97901/B

ID No.: 47 630 086  
VAT: SK2024086383

#### CZ:

Spacemanic CZ s.r.o.  
Purkyňova 649/127  
612 00 Brno  
Czech Republic

Company registered at the Regional  
Court in Brno, insert No: C 112511

ID No.:082 19 907  
VAT ID: CZ08219907

(hereinafter referred to as "Spacemanic") and the other party (hereinafter referred to as "the other party" or "customer").

Unconditional acceptance of these conditions by the other party is a prerequisite for the proper conclusion of the contract. Additional or differing terms, conditions, contractual penalties, default interest, or other restrictions and exclusions proposed by the other party to the detriment of Spacemanic will not be effective unless demonstrably accepted in writing by Spacemanic.

### 1.2. Spacemanic contact details:

#### a) Slovak Republic (SK)

e-mail:	
phone:	
address:	
cashless account number:	

#### b) Czech Republic (CZ)

e-mail:	
phone:	
address:	
cashless account number:	



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- 1.3. Liability and warranty for Spacemanic's goods and services are governed by the statutory provisions of applicable law in effect at Spacemanic's registered office, unless otherwise agreed in the contract. Any agreement on liability or provision of warranty beyond the applicable legislation will not be effective unless demonstrably accepted in writing by Spacemanic.
- 1.4. The other party's consent to the delivery of goods or services from Spacemanic in the form of an order, acceptance of a price offer, or other similar form is considered to be acceptance of these general terms and conditions in full.
- 1.5. The invalidity, ineffectiveness and non-compliance of the individual provisions of these General Terms and Conditions with the legislation in force and effective at Spacemanic's registered office does not affect the validity and effectiveness of the other provisions of these General Terms and Conditions.
- 1.6. The relations, rights and obligations of Spacemanic and the other party, which is a natural person defined as a "consumer" in the place of Spacemanic's registered office and effective at the place of its registered office, will be governed by the provisions of this applicable legislation and these general terms and conditions. In the event of non-compliance, the wording which is more favorable to the consumer shall be taken into account. The supervisory authority in consumer relations is: SLOVENSKÁ OBCHODNÁ INŠPEKCIA - Inšpektorát Slovenskej obchodnej inšpekcie based in Bratislava for Bratislava region, Bajkalská 21/A, P.O.Box. č. 29, 820 07 Bratislava 27, Odbor technickej kontroly výrobkov a ochrany spotrebiteľa - phone number: +421 2 58 272 172 a +421 2 58 272 104.
- 1.7. The relationship between the rights and obligations of Spacemanic and the other party, which is not a natural person defined as a "consumer" in the place of Spacemanic's registered office in force and effective law at the place of its registered office, will be governed by these general terms and conditions and the written agreement if concluded. In the event that Spacemanic and the other party enter into a written agreement in which they agree on terms different from the general terms and conditions, the provisions of this contract will take precedence over the general terms and conditions. Spacemanic's legal relations with the other party, which is an entrepreneur, not expressly regulated by these general terms and conditions or by mutual agreement are governed by the relevant provisions of the Commercial Code.

## **2. Method of concluding the contract**

- 2.1. Prices for Spacemanic's goods and services are determined on the basis of the other party's request for a price offer delivered to Spacemanic electronically or in writing.
- 2.2. The price offer may vary depending on the current price list and the current estimated costs of Spacemanic for the ordered goods or services. Each



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price offer is individual and limited in time within the period of its acceptance specified directly in the price offer. Spacemanic reserves the right to withdraw the submitted price offer without giving a reason within the deadline set for its acceptance.

- 2.3. When placing an order / accepting a price offer, the other party shall provide all necessary data for concluding the contract, usually in particular data on the name and specification of goods and services to be the subject of the contract, data on the price of goods and / or other services, place information, where the goods or services are to be delivered and data on the method of transport of goods to the agreed place of delivery of goods, details of the other party (name, surname, address, contact / business name, registered office, ID number, registration number, etc.), or other necessary data. If the order or request does not contain the data according to the previous sentence, or additional data are required, the other party undertakes to complete them at the request of Spacemanic.
- 2.4. The other party acknowledges that the business conditions applicable to a natural person - consumer may be different from the conditions applicable to other persons - i. not consumers.
- 2.5. The list of goods and services on the Spacemanic website is a catalog of commonly supplied goods and Spacemanic does not guarantee the immediate availability of all listed goods and services. The availability of goods and services for the other party will be confirmed on the basis of a question from the other party.
- 2.6. The Contract is concluded by the binding acceptance of the Spacemanic price offer by the other party in the form of an e-mail order, form and / or in the form of a telephone order and subsequent acceptance (confirmation) of the other party's order by Spacemanic. If a higher price is found, Spacemanic is obliged to request the other party's consent to change the price according to the current price list before confirming the order. Spacemanic's electronic system notifications, which are informative and received by the other party, are not considered binding acceptance of the order. If necessary, all other information regarding his order will be sent to the e-mail address of the other party..
- 2.7. In the case of a discount on goods and services, relationship is governed, in addition to these general terms and conditions, by the conditions for granting the discount specified by Spacemanic, otherwise the discount may not be granted by Spacemanic. There is no legal claim to the discount.
- 2.8. In the event of any required change or cancellation by the customer, the customer undertakes to compensate Spacemanic for all costs associated with such change or cancellation. In this case, an additional or new invoice will be issued, which may not be in line with Spacemanic's original price offer..

### **3. Certain rights and obligations of Spacemanic**



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- 3.1. The seller is obliged, unless otherwise agreed in a separate contract:
  - a) deliver, on the basis of an order confirmed by Spacemanic, the goods and / or services to the other party in the agreed quantity, quality and time and equip them for transport in the manner necessary for their preservation and protection,
  - b) ensure that the delivered goods and / or services comply with the valid legal regulations of the Slovak Republic
  - c) hand over to the buyer in written or electronic form all the documents necessary for taking over and using the goods and other documents prescribed by valid legal regulations.
- 3.2. Spacemanic has the right to pay proper and timely payment of the price and / or remuneration from the other party for the delivered goods and / or services.
- 3.3. Spacemanic has the right to cancel an order without penalty if, due to lack of stock or unavailability of goods, parts or services, it is unable to deliver the goods or services to the other party within the agreed period determined by these terms and conditions or the contract or price agreed and at the same time, no alternative performance is agreed with the other party.

### **4. Certain rights and obligations of the other party**

- 4.1. The other party is mandatory to:
  - a) take over purchased or ordered goods or services,
  - b) pay Spacemanic the agreed purchase price within the agreed maturity, including delivery costs or other related items, or, in the event of partial performance without Spacemanic's fault, reimburse the reasonable costs incurred for such partial performance
  - c) not prejudice the reputation of Spacemanic
  - d) not to disclose or provide to a third party Spacemanic's trade secrets, including the information provided in the submitted price offer, and to protect it
  - e) to maintain confidentiality in all business with Spacemanic, its terms and conditions and the details of the mutual contractual relationship, and to demonstrably ensure its observance by interested parties
  - f) comply with Spacemanic's business and licensing conditions and do not infringe Spacemanic's intellectual property rights
  - g) at the request of Spacemanic, confirm the receipt of the goods by his signature or by the signature of the person authorized by him
  - h) resolve any disputes with Spacemanic preferably by mutual agreement, or mediation.

### **5. Delivery and payment terms**

- 5.1. In the case of delivery of goods and services to other party from another Member State of the European Union or outside the European Union, Spacemanic is not responsible for meeting the legal, certification, technical



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and other standards necessary for use, transport, sale or other handling of delivered goods or services.

- 5.2. The goods and services are delivered according to Spacemanic's models and catalogs placed on the Spacemanic website, or according to the requirements set out in a separate contract or agreement between Spacemanic and the other party.
- 5.3. The Seller shall deliver the ordered goods within a mutually agreed period, or within the period and under the conditions specified in the contract or agreement; this delivery period is unreservedly accepted by the other party. Spacemanic may also use a third party to deliver and transport the goods, even without the consent of the other party.
- 5.4. The other party is obliged to take over the goods and / or services at the agreed place. If he does not accept these within five working days after the agreed deadline, Spacemanic is entitled to compensation for damages in the amount of the sum of the actual costs of an unsuccessful delivery of the order with the actual costs of its production, delivery or provision.
- 5.5. Spacemanic is entitled to invite the other party to take over the goods even before the expiry of the period agreed in the contract.
- 5.6. The weight, dimensions and other details of the goods contained in the Spacemanic catalogs, brochures and other documents given by the manufacturer may show a micro-deviation from the reality.
- 5.7. The other party is obliged to properly check the goods and their functionality and to immediately notify Spacemanic of any defects and damage upon receipt of the goods (both personal and non-personal receive).
- 5.8. Spacemanic reserves the right to send goods, services or related documentation and accessories electronically, if possible, taking into account their nature.

### **6. Payment methods**

- 6.1. Spacemanic accepts payments by wire transfer to the Spacemanic account number specified:
  - a) In the contract, or
  - b) In the invoice issued, or
  - c) In these terms and conditions.
- 6.2. Any payment is deemed to have been made and any price / remuneration has been paid by crediting it in full to Spacemanic's bank account..

### **7. Price / reward for goods and services**

- 7.1. The other party is obliged to pay Spacemanic in full the price of the goods and / or services agreed in the contract and / or according to the valid price offer, including the costs of delivery of the goods and within the agreed time.
- 7.2. In the event that the other party pays the price / reward for the goods and / or services agreed in the contract, or order, the other party is entitled to withdraw from the contract and demand a refund of the price / reward only



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in accordance with the law in force and effective at the place of the registered office of Spacemanic..

- 7.3. Unless otherwise stipulated in the price offer or in the contract, costs associated with additional assembly - installation, necessary registration, certification, necessary reservations and delivery of goods and other costs, the payment of which cannot be fairly demanded from Spacemanic, are not included in the price of goods and services and Spacemanic is not obliged to provide them to the other party.

### **8. Acquisition of ownership and transfer of the risk of damage of goods**

- 8.1. The other party acquires ownership of the goods to the extent specified in the contract, if such was concluded, after full payment of the full price / remuneration for the goods or services.
- 8.2. The risk of damage to the goods passes to the other party at the time it takes over the goods from Spacemanic, or if it does not do so in time, at the time when Spacemanic allows it to dispose of the goods and the other party does not take over the goods.
- 8.3. The intellectual property rights, patents, copyrights and other similar rights of Spacemanic are always preserved and in the event of an infringement, the other party undertakes to remedy and compensate for the damage caused by such infringement to Spacemanic. Any copying, distribution, use and distribution of know-how, use of goods and services for purposes other than those expressly agreed for commercial and / or private purposes, public display and demonstration or creation of derivative works without the express written consent of Spacemanic is prohibited. License terms that would deprive or restrict Spacemanic in the intellectual property rights, patents, copyrights and other similar rights of the company will not be taken into account, unless expressly agreed otherwise in the agreement.

### **9. Complaints procedure (liability for errors, warranty, complaints)**

- 9.1. Spacemanic is responsible for defects in goods and services. The other party is obliged to file a complaint with Spacemanic immediately.
- 9.2. The complaint procedure applies to goods and services purchased by other party from Spacemanic.
- 9.3. The complaint procedure in this form is valid for all business cases, unless other warranty conditions are contractually agreed.
- 9.4. The other party has the right to claim liability from Spacemanic during the warranty period for defects in goods and services that show defects for which Spacemanic is responsible.
- 9.5. The other party is obliged to inspect the goods and services immediately after delivery. If he fails to do so, he may claim from the errors found during the inspection only if he proves that the goods or services were already defected at the time of their delivery.



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- 9.6. During the warranty period, the other party has the right to rectify the defect free of charge after presentation of the goods, including Spacemanic's accessories and documentation, together with the warranty card, if delivered, and an invoice for the goods or service, if issued.
- 9.7. The other party is obliged to indicate exactly the type and extent of defects in the goods or services. Complaint procedure begins (cumulative):
  - a) by delivering a written complaint to Spacemanic; and
  - b) by delivering the claimed goods from the buyer to the seller; and
  - c) delivery of documentation incl. access codes, passwords, etc. to the goods.
- 9.8. Spacemanic recommends that the other party insure the shipment with the goods separately.
- 9.9. The other party is obliged to complain about errors in goods and services with Spacemanic without undue delay, otherwise its right against Spacemanic to rectify the error free of charge expires.
- 9.10. The other party is not entitled to claim the warranty for errors which Spacemanic notified other party of at the time of the conclusion of the contract or which, in view of the circumstances under which the contract was concluded, other party must have known.
- 9.11. Instead of eliminating the defect, the Spacemanic can always replace the defective item with a perfect one, as long as it does not cause serious difficulties to the other party.
- 9.12. The other party's right to claim the Spacemanic warranty expires:
  - a) failure to submit proof of payment, accessories or documentation of goods,
  - b) failure to report obvious errors in taking over the goods,,
  - c) expiration of the warranty period of the goods,
  - d) mechanical damage to the goods caused by the other party,
  - e) use of the goods in conditions which do not correspond with their humidity, chemical and mechanical influences to the natural environment characteristic for the use of the goods,,
  - f) improper handling, servicing or neglect of care of the goods,,
  - g) damage to the goods by excessive loading or use contrary to its nature or conditions specified in the documentation,,
  - h) general principles, technical standards or safety regulations valid in the Slovak Republic,
  - i) damage to the goods by unavoidable and / or unforeseeable events,,
  - j) damage to the goods by accidental destruction and accidental deterioration,
  - k) unprofessional intervention, damage during transport, damage by water, fire, static or atmospheric electricity or other force majeure,
  - l) by interfering with the goods of an unauthorized person.



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- 9.13. The warranty does not cover normal depreciation of the item (or parts thereof) caused by its use. Therefore, a shorter product life cannot be considered a defect and cannot be claimed..
- 9.14. In the event that the goods are not in accordance with the contract upon take over and this discrepancy was not the subject of an additional agreement between the parties, the other party has the right to have Spacemanic return the matter to the state corresponding to the contract without undue delay. If such a procedure is not possible, Spacemanic may grant the other party a reasonable discount on the price of the goods. This does not apply if the other party knew about the breach of contract before taking over the goods or caused the breach of contract itself.
- 9.15. Spacemanic will handle the complaint and terminate the complaint procedure in one of the following ways:
- a) by handing over the repaired goods,
  - b) exchange of goods,
  - c) return of the purchase price of the goods,
  - d) by giving a reasonable discount on the price of the goods,
  - e) a written invitation to take over the company Spacemanics designated performance,
  - f) by reasoned rejection of the complaint.
- 9.16. The warranty period and its duration are governed by the relevant provisions of the Civil Code and consumer regulations if the other party is a consumer, or in other cases the provisions of the Commercial Code, unless otherwise agreed in the contract. For some goods and services, a guarantee is provided by law, taking into account the nature of the goods or services. In legal relationships where the length of the warranty period is not determined at all in accordance with the applicable regulations in force and effective at Spacemanic's registered office, such warranty is not provided by Spacemanic and is excluded unless otherwise agreed in a separate agreement. The warranty period in accordance with the Civil Code and consumer regulations does not apply to non-consumers and does not apply to these general terms and conditions in this case.
- 9.17. In the case of exchange of goods for new goods, the warranty period begins to run again from the take over of new goods, but only for new goods.
- 9.18. The other party has the right to exchange the goods only if this is not disproportionate due to the nature of the defect.
- 9.19. If the error can be rectified, the goods will be corrected. If repair is not possible and the nature of the error does not prevent normal use, the parties may agree on a reasonable discount on the price of the goods. In the case of a discount, this error cannot be claimed later.
- 9.20. In the case of an error which cannot be rectified and which prevents the thing from being properly used as a thing without error, Spacemanic is entitled to exchange the defective goods for goods with the same or similar performance or issue a credit note.





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- 9.21. Goods delivered for a complaint containing access passwords or other access restrictions may be returned without repair if it is not possible to reinstall the device system and eliminate the system fault. The other party is obliged to state the given passwords when filing a complaint. The inclusion of these passwords and access rights of Spacemanic is considered as acceptance of the complaint.
- 9.22. If the accepted goods were handed over by the other party without the original packaging, Spacemanic will not be liable for any damage during transport. In the event that it is necessary to change the software or firmware in the goods, Spacemanic is not responsible for the change of control, for data loss, or for damage caused by the loss of stored data. Spacemanic recommends the other party to back up the data from the goods. If the goods were otherwise tampered with, the goods can be returned without repair.

### 10. Withdrawal from the purchase contract

#### 10.1. Spacemanic is entitled to withdraw from the contract due to:

- (a) the sale of stocks; or
- (b) the unavailability of the goods or components; or
- (c) if the manufacturer, importer or supplier of the goods or components has discontinued production or made such substantial changes as have made it impossible for Spacemanic to fulfill his obligations, or
- (d) due to international or national restrictions, the goods or component cannot be obtained, transported, manufactured or otherwise disposed of, or
- (e) for reasons of force majeure; or
- (f) if, even with all reasonable efforts to provide it, he is unable to deliver the goods to the customer within the period specified in these terms and conditions or at the price indicated in the quotation; or
- (g) if the other party has not accepted the goods within five working days of the date on which it was required; or
- (h) in the event of a manifest error in the price of the goods (i.e. prices manifestly different from the price usual for that type / kind of goods). An obvious error in the price of the goods is considered to be, for example, the incorrect indication of the first three digits instead of four; one digit lower price (eg when entering the price one digit "falls out"); apparently low price of the goods (eg 50% lower price than usual for this type and type of goods, without stating that the goods are a discount); and other obvious typing errors, obvious errors in the description of the goods, picture, etc. Should this situation occur, Spacemanic will immediately contact the other party to agree on further action. The provision also applies by analogy to the declaration of the amount of the discount.

- 10.2. Other party, if it is not the consumer, may be offered an alternative withdrawal from the contract by Spacemanic depending on the condition of the returned goods, the lost warranty, if any, and the current price of the returned goods. The condition of the goods will be evaluated by



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Spacemanic. There is no legal claim to this procedure. If the conditions acceptable to both parties are not agreed, the goods will be returned to the other party. Spacemanic is entitled to charge the other party for any additional costs incurred. Spacemanic reserves the right not to accept (not allow) withdrawal, due to the nature of the product and its condition at the time of return.

- 10.3. The legal right to withdraw from the contract is applied by the other party in writing together with the goods in their original condition, with accessories, including documentation, instructions, warranty card, proof of payment, etc. and in the original packaging. Spacemanic recommends insuring the goods on the other side.
- 10.4. After withdrawal from the contract, Spacemanic will reimburse the Buyer for the price or part thereof after deducting the costs that Spacemanic demonstrably incurred in connection with the performance of the contract, if the withdrawal was not due to a serious and material breach of the contract by Spacemanic or case will be processed by credit note on the other hand. Spacemanic will refund the price or part thereof by payment to the other party's bank account, not before the goods are returned to him. If the goods are not returned within a reasonable time, withdrawal from the contract is considered invalid.
- 10.5. In the event that the other party fails to fulfill any of the obligations set out in these general terms and conditions, the withdrawal is not valid and effective and Spacemanic is not obliged to return all provable payments, and is entitled to reimbursement of costs associated with the other party's invalid withdrawal.
- 10.6. The other party may not withdraw from the contract, whose subject is:
  - a) the sale of goods made to the special requirements of the other Party, custom - made goods; or
  - b) goods intended specifically for one customer,
  - c) the sale of sound recordings, video recordings, sound image recordings or computer software with the granting of access rights / licenses, or sold in protective packaging, if the customer has unpacked this packaging,
  - (d) the sale of goods enclosed in protective packaging which, by reason of their nature, cannot be returned if their packaging has been broken

### **11. Final provisions**

- 11.1. Spacemanic reserves the right to change these general terms and conditions. The obligation to notify the change in these general terms and conditions in writing is fulfilled by posting it on the Spacemanic website.
- 11.2. If the contract is concluded in writing, any change must be in writing.
- 11.3. Communication between Spacemanic and the other party will take place mainly in the form of e-mail messages, by telephone or by letter.



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- 11.4. The relevant provisions of the Commercial Code apply to relations not regulated by these General Terms and Conditions.
- 11.5. In the event of a conflict between these general terms and conditions of Spacemanic and the general terms and conditions of the other party (customer), the general terms and conditions that are more favorable (advantageous) for Spacemanic will apply. The provisions of the contract concluded between Spacemanic and the other party, which are manifestly disproportionate to Spacemanic, are unilateral to the detriment of Spacemanic or constitute a gross disparity between the obligations (including restrictions, fines, waivers, assignments, etc.) of Spacemanic and the other party to the detriment of Spacemanic are fundamentally ignored.
- 11.6. These general terms and conditions take effect by sending a request for a price offer (by requesting a price offer) from the other party delivered to Spacemanic and shall apply even after the end of the transaction, unless it follows from their nature that they should apply only during its execution.
- 11.7. By sending a request for a quotation, or by requesting a quotation, the other party confirms that it has read these general terms and conditions and agrees with them in full.

Bratislava, 01.04.2022