General terms and conditions of Dolphin Central Europe, s.r.o.

business address at Nádražná 1958, 900 28 Ivanka pri Dunaji, company registration No.: 50 046 586, entered in the Companies Register of the District Court Bratislava I, Department: Sro, insert No.: 107977/B (hereinafter referred to as „DOLPHIN“) regulating the rights and obligations of the contractual parties related to deliveries of the table water Dolphin, supplementary goods for use in water coolers (water cooling facilities) and other supplementary services and goods that are related to maintenance and cleaning of these facilities.

These General Terms and Conditions (hereinafter referred to as the „GTC“) are subject to the provisions of § 273 of the Commercial Code in its current version. GTC regulate rights and obligations of the contractual parties related to the Contract concluded by and between DOLPHIN and the Customer (hereinafter referred to as the „Contract“). Deliveries of any goods and/or services as well as the conclusion of the Contracts are subject to these GTC. Based on conclusion of the purchasing Contract the contractual parties agree that their mutual relations shall be subject to the Commercial Code and GTC. GTC are integral part of the Contract and any deviations from GTC shall be agreed in writing in the Contract. Any other conditions, guarantees and/or other arrangements shall be void unless DOLPHIN approves them in writing.The goods and services may be delivered to a legal entity or physical person – entrepreneur.

Article I - Subject matter of the Contract

1.1 DOLPHIN agrees to deliver to the Customer on the basis of the Contract especially the following services and goods:

1.1.1. Rental and installation of the water cooler/water coolers (water cooling facility);

1.1.2. Provision of adequate maintenance and operation of the water cooler;

1.1.3. Deliveries of the table water once a month. Service fee includes the rental of maximum 1 water cooler + 5 bottles of water + 100 pieces of plastic cups per month. Leasing of every other water cooler will be charged by the service fee of 1,00 € per day;

1.1.4. Deliveries of the tabe water on the basis of the orders from the Customer in writing, by telephone and in electronic form;

1.1.4. Assurance that the deliveries of the table water meet all standards, provisions and regulations of the relevant authorities of the Slovak Republic.

Article II - Leasing and operation of the water cooler/water coolers

2.1.Water cooler/Water coolers:

● may be located only at a place agreed in advance in the Contract with the Customer and the Customer is obliged to inform DOLPHIN about any change in the location of the water cooler;

● must be protected by the Customer against any unwarranted interventions by third parties and must not be delivered for any use by a third party without a written approval from DOLPHIN;

● DOLPHIN must have access to the water coolers for the purposes of their installation, maintenance, sanitation and water deliveries;

● after the expiration of the leasing period or in case of a premature termination of the leasing relationship, the Customer is obliged to return the leased object in its original state, with regard to usual wear and tear;

● can be used only with bottles delivered by DOLPHIN.

2.2 DOLPHIN shall provide training for one or two persons appointed by the Customer for operating the cooler.

2.3 DOLPHIN shall provide two (2) sanitation arrangements every twelve (12) months during the whole period of leasing of the cooler. The first twelve (12) month period starts on the date this Contract enters into force. The sanitation includes complete cleaning of the parts of the cooler that come into contact with water (freshguard, baffle, reservoir, filter and taps) or their replacement, if necessary.

2.4 The cooler remains the property of DOLPHIN during the whole leasing period. Upon termination of this Contract any further use of the cooler shall be considered an unwarranted use of the leased object. If the Customer fails to deliver properly the water cooler after termination of the validity of this Contract, DOLPHIN shall be entitled to charge the contractual fine in the amount of 5,00 EUR for every commenced day on which the access to and removal of the water cooler is made impossible for DOLPHIN; during this period DOLPHIN is not obliged to provide water deliveries. In the event that after the expiration of the Contract the water cooler should be returned damaged or in the event it shall not be returned at all (loss or theft), the Customer is obliged to pay a contractual fine to DOLPHIN, in the amount of the price of the water cooler in EUR according to the price list for each cooler.

2.5 The Customer agrees to provide information concerning coolers inventory taking once a year.

Article III - Conditions of water deliveries

3.1 DOLPHIN agrees to deliver packaged table water in barrels suitable for the water coolers in the amount and in intervals as specified in the Contract, or subject to the actual orders from the Customer. DOLPHIN reserves the right to charge the Customer a fee for delivery and installation of the cooler in the amount of 98,00 EUR for each cooler (as stated in the current DOLPHIN catalogue) and at the expiration of the Contract a fee for uninstalling and disposal of the cooler in the amount of 9,98 EUR for each cooler. At the same time DOLPHIN charges a fee for repair and cleaning of the used cooler in the amount of 18,95 EUR for each cooler. DOLPHIN reserves the right to charge eko service fee in the amount of 7,98 EUR for any orders under 15 EUR and postal fee in the amount of 1,99 EUR provided the customer does not agree with the electronic invoicing.

3.2 DOLPHIN may charge the Customer the advance payment for the barrels delivered subject to the current price list of DOLPHIN. DOLPHIN agrees to account for the advance payments for the barrels within fourteen (14) days from the termination of the contractual relationship while taking full account of the returned undamaged barrels.

3.3 The Customer is obliged to handle the barrels so that their damage, loss or eventual water contamination inside them is prevented. Upon leasing of the cooler the Customer is obliged to use exclusively the barrels by DOLPHIN. In case a barrel is returned damaged, dirty or not returned at all (lost, stolen), the Customer is obliged to reimburse DOLPHIN and pay a contractual fine in the amount of 17,00 EUR for each barrel.

3.4 The guarantee for the water quality is subject to the relevant legal regulations of the Slovak Republic. The Customer shall not be entitled to any guarantee in case the product is damaged after the protection seal on the tip of the barrel is removed before it is installed and embedded on the water cooler.

Article IV - Prices and terms and conditions of payment

4.1 The rent for the leasing of water coolers in the amount specified in the Contract shall be invoiced for the period of one (1) month in advance. The leasing period starts on the date the Contract enters into force. The rent for the leasing of accessories - Bottle Buddy shelves shall be invoiced for the period of one (1) month in advance at the monthly leasing price given in the DOLPHIN catalogue. The advance payment for one (1) barrel is 8,30 EUR/pc.

4.2 The price shall include legal VAT current at the time of invoicing for goods and services provided.

4.3 The Customer agrees with electronic invoicing at the e-mail address for deliveries of electronic invoices as specified by the Customer in the order.

4.4 DOLPHIN is authorized to change the prices of goods and services provided especially on grounds of changes of the Consumer Price Index (CPI) published by INTRASTAT or on the basis of other objective circumstances which have direct impact on the pricing of the goods or services, provided that DOLPHIN informs about its new price list that would enter into force upon lapse of two (2) months period starting from the first day of the month following the month of delivery of the notification on DOLPHIN pricelist change in writing. Failing to approve the price change the Customer may terminate the Contract even before the agreed period by a recommended letter. The Customer is obliged to inform about the notice of the Contract within one month from the delivery of notification concerning DOLPHIN price list change. The period of notice shall end before the new DOLPHIN price list enters into force provided that the notice in writing shall be delivered to DOLPHIN not later than within thirty (30) days from the date of delivery of notification of change in the DOLPHIN price list. If the Customer fails to terminate the Contract on the above grounds, the change in the price from the period as specified shall be considered as approved by the Customer.

4.5 The price for the subject matter of the Contract shall be always due as specified in the invoice delivered to the address of the Customer in the form and in the period as specified in the invoice. The invoice is payable within ten (10) days from the date of its delivery to the Customer. The Customer shall indicate in its payment order the invoice number as the variable symbol. In case of delay of the payment from the due date until the actual payment DOLPHIN is entitled to the late payment interest amounting to 0.05% from the sum of the unpaid obligation for each late payment day. The debtor is late in payment if it fails to meet its obligation properly and on time until the proper payment or until its obligation becomes extinct on other grounds.

4.6 The contractual parties agreed that in case of late payment of financial obligation of any party to the Contract lasting more than thirty (30) days the rightful contractual party may enforce its financial claim (hereinafter referred to for the purposes of this paragraph as the “Creditor”) using services of the company enforcing financial claims (hereinafter referred to for the purposes of this paragraph as the “Company”) or to assign the relevant claim.

4.7 The Customer agrees to accept minimum 20 bottles of water in 19 liter barrels per year. If the Customer fails to accept the amount of table water beyond the agreed deviation of 10%, DOLPHIN may charge the Customer compensation in the amount of the difference between the ordered amount of the table water and the minimum 20 bottles of water agreed in this Contract for each cooler per year, this for every year in which the minimum amount was not accepted, irrespective of prices agreed in this Contract. The difference may be invoiced to the Customer at the end of every year or in the first quarter of the following year. Minimum accepted amount does not apply to filtration water coolers.

Article V - General provisions

5.1 DOLPHIN shall not be held liable for the damages due to force majeure or for damages not due to DOLPHIN, its service team or its delivery team. Any damage caused by the Customer handling the equipment in conflict with the Service Manual or in a dilettante way the Customer shall be liable for the costs of rectification of the damage caused.

5.2 The Customer shall be liable for the loss or damage of water coolers, barrels or of the accessories. The events of this nature shall not release the Customer from the obligation to pay for the obligations of this Contract or any incidental costs.

5.3 The Customer shall indemnify DOLPHIN for all claims of the third parties in case of damages of water coolers, due to operation of the water coolers in the premises of the third persons or due to loss of water cooler. In that case the Customer shall include the water coolers in its liability insurance covering the water cooler damages, damages due to operation of the water cooler or loss of the water cooler.

5.4 During the whole period of the Contract DOLPHIN shall provide the full guarantee for the device. The guarantee does not cover cases specified in the paragraph 5.1 of this Contract.

Article VI - Special provisions

6.1 This Contract is concluded for a fixed defined period. After the lapse of the time period indicated in the Contract this Contract shall be considered extended for the period that is equal to the leasing period unless any party to this Contract notifies the other party in writing of its intention to terminate this Contract at least two months before expiration of the leasing period.

6.2 This Contact cannot be assigned to a third party.

6.3 Both contractual parties may terminate this Contract minimum 2 months before the agreed end of the Contract validity period. The notice period shall be minimum two (2) months and it ends on the end of the validity date of the leasing period specified in the Contract or on the end of the validity date of the the prolonged leasing period stated in point 6.1 of this Contract, whichever is latter.

6.4 In case of serious violation of this Contract or in case of repeated violation of this Contract the contractual party that did not seriously and repeatedly violate this Contract may terminate this Contract with immediate effect. The Contract shall be considered terminated after the notice is delivered to the other contractual party in writing.

6.5 Serious violation of the Contract shall be considered:

● late payment of the invoice by more than thirty (30) days

● damage to the leased equipment in the ownership of DOLPHIN,

● inadequate protection of leased equipment owned by DOLPHIN against theft and followed by the theft itself,

● entry in the list of persons published on the basis of the Article 69 paragraph 15 of the Act No. 222/2004 of the Legal Code on Value Added Tax (hereinafter for the purposes of this paragraph the “List“). In order to apply the relevant right subject to this paragraph the date of entry in the list during the period of this Contract is of no consequence.

6.6 Violation of this Contract shall be considered grave if it occurs repeatedly in the following cases:

● late payment of the invoices by more than fifteen (15) days in spite of notification in writing,

● relocation of the leased property without approval of DOLPHIN,

● DOLPHIN’s failure to provide services for the period longer than twenty-one (21) days.

6.7 If the Customer terminates the contractual relationship before the agreed end of the Contract validity period the Customer agrees:

6.7.1. to pay for goods, services and leasing of the equipment until the date of premature termination of this Contract; to pay for undisposed goods and services according to the point 4.7 of this Contract until the proper termination of this Contract,

6.7.2. to pay severance fee in the amount of the monthly leasing for each cooler multiplied by the number of months remaining until termination of the Contract from the date of premature termination of the Contract. The Customer shall be obliged to pay the severance fee within fourteen (14) days from the date of delivery of the request concerning its payment;

6.7.3. to enable the DOLPHIN employees to remove the equipment not later than on the date following the request for its removal based on this Contract. If the relevant request cannot be delivered the Customer and/or its employees shall not hinder in any way the removal of the respective equipment. Should the Customer hinder removal of the equipment, DOLPHIN shall be entitled to use any available legal remedies in order to secure removal of its property and at the same time DOLPHIN shall be entitled to proceed subject to paragraph 2.4 of this Contract.

6.7.4. In case of the damage to the equipment, internal or external contamination of the equipment, the Customer agrees to pay documented expended costs necessary for the repair, cleaning, sanitation and disinfection of the equipment. If the equipment is damaged beyond repair, sold or stolen the Customer agrees to pay the full residual value of the respective equipment.

Article VII - Electronic order

7.1 Upon registration on the website and while issuing the orders the Customer shall indicate all data correctly and truthfully. The data indicated by the Customer when ordering shall be considered as correct on the part of DOLPHIN.

7.2 DOLPHIN shall confirm by electronic mail to the Customer the receipt of the order without any undue delay at the electronic address of the Customer as indicated in the order.

7.3 Depending on the nature of the order (amount, price, ...) DOLPHIN is always entitled to ask the Customer to re-confirm the order either in writing or by phone.

7.4 The contractual relationship starts upon the acceptance of the order which is confirmed by DOLPHIN by electronic mail to the electronic address of the Customer as indicated in the order.

Article VIII - Final provisions

8.1 The contractual parties agreed that for the purposes of deliveries of documents the addresses indicated in the Business Register or in Small Business Register shall apply unless agreed differently. The deliveries of documents shall be considered as accomplished in five (5) days after their posting even if not accepted by the addressee.

8.2 This Contract may be changed, amended or terminated with the approval of both contractual parties on the basis of addendum in writing with specific designation.

8.3 If one or more provisions of this Contract shall prove to be invalid or unenforceable, the Contract as a whole shall remain valid; only the part of the Contract that is concerned shall remain invalid or unenforceable. The parties agree that invalid or unenforceable provision of the Contract shall be replaced or amended by a new provision so that the meaning and the purpose of this Contract shall remain preserved while respecting the will of the contractual parties.

8.4 This Contract was executed in two copies both having the force of the original, one for each contractual party and shall become valid and effective upon its signature by both contractual parties.

8.5 Any additional arrangements between the contractual parties must be approved in writing by both parties to this Contract.