

GENERAL TERMS AND CONDITIONS

Proer, s.r.o.

1 Introductory Provisions

- 1.1 These general terms and conditions of **Proer, s.r.o.**, with its registered office at Palárikova 1, 917 01 Trnava, Slovak Republic, Company ID: 52 687 856, registered in the Business register of the District court Bratislava I, Section Sro, Insert no. 141191/B (hereinafter referred to as the **Company**) stipulate the mutual rights and obligations of the Parties arising in connection with or on the basis of a contract concluded between the Company and the person who ordered the provision of the Service or Goods offered by the Company (hereinafter referred to as the **Customer**), in particular through the Company's Website (hereinafter referred to as the **Contract**).
- 1.2 Pursuant to the Contract, the Company undertakes for the Customer, in accordance with these Terms and conditions (i) to provide a proper and timely service consisting of independent scientific laboratory analysis of air and/or the environment or disinfection of air and/or the environment and related services within the meaning of Article 2 of these Terms and Conditions (hereinafter referred to as the **Service**), or (ii) deliver the Goods to the Customer and the Customer undertakes to accept the Service or Goods from the Company and pay for the provision of the Service or Goods the price determined in accordance with Article 4 of these Terms and Conditions. The Parties undertake to mutually provide each other with all co-operation necessary for the proper and timely fulfillment of obligations arising from the Contract (including these Terms and Conditions).
- 1.3 The Company provides the Service within the Slovak Republic as well as within the Czech Republic. **The Czech General Terms and Conditions** will apply to customer relations in the Czech Republic.
- 1.4 Definitions of terms used in these Terms and Conditions and provisions governing the interpretation of these Terms and Conditions are set out in Article 12 of these Terms and Conditions.

2 Services and Goods

Analysis

- 2.1 As part of the scientific analysis of air or the environment, in providing the Service the Company uses a sedimentation (gradient) or scraping method, which is used to detect contamination and the presence of microbiological substances (three markers - bacteria, fibrous fungi (molds), yeast) in the air or in the interior environment. Depending on the method, the Company offers three types of so-called AirLogyKits on its Website (1. AirLogyKit based on the gradient method, 2. AirLogyKit based on the scraping method or 3. AirLogyKit based on a combination of these two methods). AirLogy Kit is a self-service kit used to collect samples from the air or from surfaces according to the detailed enclosed instructions for the purposes of their laboratory testing (hereinafter referred to as the **AirLogy Kit**).
- 2.2 The service consists of the delivery of the ordered AirLogy Kits to the Customer, collection of the AirLogyKit from the Customer after the use of the AirLogyKit by the Customer, of the subsequent impartial analysis of air samples or samples from surfaces collected in AirLogyKits in the Company's contracted laboratories and of provision of Protocol to the Customer no later than one month after receipt of the AirLogy Kit(s) from the Customer. If the Company is unable to meet the deadline, it shall agree with the Customer on an alternate period and edit the Customer's Order. The number and type of AirLogy Kits necessary in order to provide the

Service depend on the various parameters described on the Website so that the Customer is able to select and order the required number and type. If the Customer does not order the recommended number and type of AirLogy Kits, the Company cannot be responsible for credible or reliable results of the analysis for the presence of microbiological contaminants in the tested air or environment.

- 2.3 On the basis of a Customer's express interest, the Company may be requested (by email, telephone, via the contact form on the Website) to identify and suggest suitable sample collection points within the Customer's premises, as well as the required number and type of AirLogy Kits (collection of samples). In such a case, the Company will send a price offer which will include the price for a comprehensive service including a trip to the premises to be tested, assessment of the environment and possible consultations, the collection of samples from the air or surfaces in the Customer's premises with the help of AirLogyKits, the subsequent unbiased analysis of collected samples at the Company's contracted laboratories and provision of the Protocol to the Customer no later than one month after sampling by the Company. In some cases (especially in the case of premises other than private houses and flats), the Company may send its employees to visit the premises the Customer would like to be tested and assess the environment before the Company sends a quotation (i.e. as part of its free of charge activities). In such a case, the Company will send a quotation for the complete Service only after the assessment of the Customer's premises, in which it will also recommend the required number and type of sample collections (AirLogy Kits). In such a case the Service includes a trip to the premises to be tested, assessment of the environment and possible consultations, after approval of the quotation and delivery of the Customer's Order to the Company for collection of samples from air or surfaces in the Customer's premises with the help of AirLogyKits, subsequent unbiased analysis of collected samples at the Company's contracted laboratories and provision of the Protocol to the Customer no later than one month after sampling by the Company. If the Company is unable to meet the deadline, it shall agree with the Customer an alternate period and update the Order accordingly.
- 2.4 Where the customer so desires, the Customer may order from the Company an additional method (for a surcharge) of sampling from the air or surfaces of its premises by means of an accredited instrument of the "Aeroscope MAS-100 NT" type or another similar type. The price for this additional method (for a surcharge) of sampling is determined on the basis of a price offer prepared by the Company and delivered to the Customer on the basis of the Customer's request.

Disinfection

- 2.5 In the event that the Company assesses the Customer's tested premises in the Protocol as being contaminated, the Company will also recommend to the Customer in the Protocol a suitable method for the disinfection of the premises. If the premises are not contaminated, the Company may recommend the purchase of disinfectants (Goods) from the Website for the purpose of self-maintenance of the premises as uncontaminated.
- 2.6 The Customer has the opportunity to order the disinfection of the premises from the Company, following the Company's recommendation in the Protocol, and after sending a quotation to the Customer, which the Company will prepare and deliver to the Customer based on the Customer's request. The price for disinfecting the premises will be determined by the Company in the price offer depending on the extent and location of the premises to be disinfected.
- 2.7 The delivery period for the Disinfection Service is a maximum of one month from the conclusion of the Contract (i.e., from the day when the Customer receives the Order accepted from the Company). If the Company is unable to meet the

deadline, it shall agree with the Customer on an alternate period and update the Order accordingly.

Goods

- 2.8 The Customer also has the option of ordering disinfectants, diffusers, oil disinfectants and air purifiers (Goods) from the Company, which the Company may recommend in the Protocol, via the Company's Website. The Goods will be delivered at the latest within one month from the conclusion of the Contract (i.e., from the day when the Customer receives the Order accepted from the Company). If the Company is unable to meet the deadline, it shall agree with the Customer on an alternate period and update the Order accordingly.

3 Conclusion of the Contract and Amendments

- 3.1 The Customer may order the Service or Goods by placing an Order for the provision of the Service or Goods by duly completing and submitting the order form available through the Website. In the Order the Customer is obliged to specify correctly and truthfully all mandatory data, and in particular:
- (i) name, surname, email address and telephone number,
 - (ii) the address for delivery and collection of the AirLogy Kit with the name of the street and the postal code and city,
 - (iii) indication of the type and number of AirLogy Kits and/or other Goods which the Customer wishes to order,
- and select one of the payment methods offered.
- 3.2 The Customer will be able to register on the Website via a URL link (provided in the order confirmation email) or via a QR code (provided in the AirLogy Kit package), and after registration the Customer will have access to all related instructions for using AirLogy Kits as well as the status of the Order. At the same time, the Customer will be invited (online after registration or by a directly printed questionnaire included with the AirLogy Kit) to answer questions concerning in particular the collection area, and if the Customer does not answer these questions, the Company cannot be responsible for the reliability of the recommended disinfection method. The Customer will be notified of this fact in a notification email when the AirLogy Kit is sent out.
- 3.3 The Customer may order Services from the Company pursuant to paragraphs 2.3, 2.4 and 2.6 of these Terms and Conditions by sending an Order to the Company, in response to a quotation provided by the Company pursuant to paragraphs 2.3, 2.4 and 2.6 of these Terms and Conditions.
- 3.4 The Order is a binding proposal of the Customer for the conclusion of the Contract (offer) in accordance with the provisions of Article 43a of the Civil Code. An offer to provide the Service made by the Company by sending a quotation, advertising or displaying (including the Company's Website) is not in itself a proposal, and is only considered an invitation to place Orders. All photographs displayed on the Company's Website are for illustrative purposes only and do not represent a template or sample determining the quality or manner of performance of the Service or the Goods.
- 3.5 Before sending the Order via the Company's Website, the Customer has the opportunity to check and change the data entered in the Order and the selections made in creating the Order. The Customer shall send the order to the Company via the Website by clicking on the field "Binding order with the obligation to pay". The Company shall confirm the delivery of the Order to the Customer immediately after its receipt, via an email message sent to the Customer's email address specified in the Order.

- 3.6 Before sending the Order, the Customer confirms that he has read the entire content of these Terms and Conditions and expressly agrees with all provisions of these Terms and Conditions. The Customer agrees to the use of means of long-distance communication when concluding the Contract. The costs incurred by the Customer with the use of means of long-distance communication in connection with the conclusion of the Contract or its performance (e.g., the cost of the internet connection or the cost of telephone calls) shall be borne by the Customer, while the cost of telephone calls does not differ from the normal rate.
- 3.7 The Contract between the Customer and the Company is concluded when the Customer receives the Order receipt (acceptance) from the Company. The Company's silence or inaction does not in itself constitute acceptance of the Order.
- 3.8 The contract can be concluded mainly in the Slovak language.
- 3.9 In accordance with the provisions of Article 4 paragraph 6 letter b) of the Act on Distance Selling, the Customer agrees that the Company will start fulfilling its obligations arising from the Contract within the Deadline for withdrawal from the Contract. The Consumer is aware that by granting consent to the commencement of the provision of the Service under the Contract before the expiry of the Deadline for withdrawal from the Contract, the Consumer loses the right to withdraw from the Contract after the full provision of the Service.
- 3.10 Unless otherwise stipulated in these Terms and Conditions, a Contract concluded in writing may be changed only by the written agreement of the Parties. Written form also means the exchange of email or other electronic messages. The Customer agrees that telephone calls between the Company and the Customer may be recorded in order to improve the Company's services.
- 3.11 In the event that after the conclusion of the Contract the circumstances change to such an extent that performance becomes more difficult for the Company, especially in case of increased costs or performance by the Company, the Company has the right to demand from the Customer the resumption of negotiations on the Contract, if (i) the Company could not reasonably anticipate or exclude such changes and (ii) the change did not occur until after the conclusion of the Contract, or became known to the Company only after the conclusion of the Contract. In such a case, the Company is entitled to postpone the performance for a reasonable period. If the Parties do not agree within a reasonable time on an amendment to the Contract, which will restore the balance of rights and obligations of the Parties, either of the Parties is entitled to withdraw from the Contract.

4 Price of Services and Goods

- 4.1 In the event that it is not otherwise agreed between the Parties in these Terms and Conditions or in writing, the price of the Service or Goods (hereinafter referred to as the **Price**) is agreed according to the Company's Price List valid at the time of delivery of the Order to the Company.
- 4.2 The company has the right to update the Price List and change its content at any time. The Company will make the Price List available to the Customer on its Website. With any update of the prices in the Price List the validity of the previous prices in the Price List expires.
- 4.3 In the case of a Service pursuant to paragraph 2.3 or 2.4 of these Terms and Conditions or of a Service in accordance with paragraph 2.6 of these Terms and Conditions, the Price will be determined individually on the basis of the Company's quotation.

- 4.4 If the Company is a VAT payer at the time of the taxable performance, it is entitled to add to the Price of the Service or Goods the applicable VAT at the currently applicable rate in accordance with applicable law.
- 4.5 If the Parties agree that Company activities not listed in the Price List will be a part of the Service, the Price will be determined by agreement of the Parties.
- 4.6 The Company may, at its own discretion, provide the Customer with a Price discount, or provide promotional analysis of air or (parts) of the premises without the obligation to pay the Price to an extent and at its own discretion.

5 Terms of Payment

- 5.1 The Customer is obliged to pay the Company for the provision of the Service or Goods the Price determined in accordance with Article 4 of these Terms and Conditions, in one of the following ways:
 - (i) payment in cash or via a payment terminal upon delivery (if the Courier allows for a payment by a payment terminal),
 - (ii) cashless payment through the Payment Gateway,
 - (iii) (immediate) bank transfer in advance to the Company's bank account,
 - (iv) another method of payment allowed by these Terms and Conditions.
- 5.2 In the case of payment in cash or via a payment terminal upon delivery, the Customer is obliged to pay the Price to the Company in cash or via a payment terminal (if the Courier allows for a payment via a payment terminal) upon delivery of the AirLogy Kit or Goods, into the hands of the Courier, from whom the Customer accepts the AirLogy Kit(s) or the Goods (hereinafter referred to as **cash payment**). Payment in cash or via a payment terminal is deemed made at the moment when the Customer receives confirmation of receipt of payment. It is not possible to pay a price in excess of EUR 5,000 (excluding VAT) via Cash Payment.
- 5.3 In the case of non-cash payment, the Customer is obliged to pay the Price to the Company through a payment gateway accessible within the Website (hereinafter referred to as the **Payment Gateway**) immediately (hereinafter referred to as **Non-Cash Payment**). In the case of a Cashless Payment, the Price is considered paid at the moment when the relevant amount is credited to the Company's bank account. The Customer acknowledges that the Payment gateway is operated by a third person, i.e., Pay Solutions, a.s., with registered seat at Líščie údolie 119, 841 04 Bratislava, Company ID 47 866 233 (hereinafter referred to as **Payment gateway operator**). Before making a Cashless Payment, the Customer is obliged to read the conditions of use of the Payment Gateway issued by the Payment Gateway Operator and available on the internet website at www.besteron.sk. In the case that the Customer is entitled to a refund of the Price as a result of a positively settled complaint by the Company, the Customer will be refunded the paid Price through the Payment Gateway Operator to the bank account from which the Price was paid,
- 5.4 In the case of a bank transfer in advance to the Company's bank account, the Customer is obliged to pay the Price immediately upon delivery of an email from the Company with payment instructions, but no later than 7 days (hereinafter referred to as **Payment to Account**). In the case of a Payment to Account, the Price is deemed paid at the moment when the relevant amount is credited to the Company's bank account.
- 5.5 If the Company allows the Customer to pay on individual bases, the registered Customer has the option of making payment through an invoice. The Company issues the invoice and sends it to the Customer's email after the provision of the Service or together with the delivery of the Goods. The invoice is due in 14 days.

- 5.6 If the Customer is late with the fulfillment of any monetary debt to the Company, the Company is entitled to suspend the fulfillment of its obligations under all Contracts concluded with the Customer, until the Customer is no longer in arrears with the respective fulfillment.
- 5.7 The Customer is not entitled to unilaterally set off any of its receivables against the receivables of the Company arising from the Contract, its breaches or the provision of the Service on the basis of an invalid or canceled Contract.

6 Delivery of AirLogy Kit(s) or Goods

- 6.1 The Company undertakes to deliver the AirLogy Kit(s) or Goods to the Customer at the place agreed in the Contract through an authorized Courier or one of Zásielkovňa's collection points, at the Customer's choice. In the case of Payment to Account or Cashless Payment, the Company undertakes to deliver the AirLogy Kit(s) or Goods only after payment of the Price. The customer is obliged to accept the AirLogy Kit(s) or Goods from the Courier at the place according to the Contract, either themselves or through a third party designated by the Customer. Acceptance of the AirLogy Kit(s) or Goods must be confirmed in writing by the Customer or the third person authorized by the Customer after such request is made by the Courier.
- 6.2 The maximum delivery time is three weeks from the conclusion of the Contract (i.e., from the day when the Customer receives the acceptance of the Order from the Company). If the Company is unable to meet this deadline, it shall agree with the Customer an alternate period and update the Order accordingly.
- 6.3 The Customer is aware that for the delivery of the AirLogy Kit(s) or Goods through Courier or using Zásielkovňa (the pick-up service company) the terms and conditions of the given Courier or Zásielkovňa also apply. If the Courier or Zásielkovňa successfully claim against the Company any damages or payment of extra fees due to non-compliance with such terms and conditions, and this damage or reason for payment of extra fees was caused by the Customer's knowledgeable actions (e.g., the Customer causes the shipment to be undeliverable), the Company is entitled to claim compensation as damages or extra charges from the Customer.
- 6.4 In the case that the Customer is late with the collection of the shipment which contains the AirLogy Kit(s) or the Goods, the risk of damage passes to the Customer from the time that marks the beginning of this delay.

7 Pick-up of AirLogy Kit(s)

- 7.1 The Customer is obliged to take samples with the help of AirLogy Kits, as well as to deliver them to the Zásielkovňa collection point or order their collection by the Company within the time specified on the AirLogy Kits, or otherwise the Company cannot be held responsible for the reliable and credible analysis of microbiological contaminants in the tested air or environment. Pursuant to the Contract the Customer is obliged to provide the AirLogy Kit(s), either themselves or through a third party authorized by the Customer. The AirLogy Kit(s) can be accepted on behalf of the Company by an authorized Courier or Zásielkovňa (via a collection point). The Customer or a third party designated by the Customer are obliged to confirm the submission of the AirLogy Kit(s) to the Courier in writing at the request of the Courier.
- 7.2 If the pick-up of AirLogy Kit(s) from the Customer fails, the Company will contact the Customer and offer a new pick-up date. If the Parties do not agree on a new date for pick-up of the AirLogy Kit(s), the Company is entitled to withdraw from the Contract.

- 7.3 The Customer is obliged to pack the AirLogy Kit(s) with the collected samples before handing them over to the Courier according to the Company's instructions which are enclosed with the AirLogy Kit(s). In the case that the Customer hands over to the Courier a package with AirLogy Kits packed in violation of such instructions, the Customer shall be liable to the Company for any losses caused.

8 Defective performance rights

- 8.1 The Company has an obligation to the Customer that the Service provided consisting of disinfection or purchased Goods are free of any defects. The Customer is obliged to notify the Company of any obvious defect of the Disinfection Service or the Goods without undue delay, after being able to detect the same with due care. Hidden defects of the Goods or Disinfection Service must be notified to the Company by the Customer without undue delay, after the Customer has been able to detect it with due care, but no later than within two years from the date of accepting the Goods from the Company or within three months from the date of provision of the Disinfection Service. With regard to the Disinfection Service, it is not possible to claim defects after there the movement of people in the premises after the Disinfection Service has been performed or the premises have been ventilated.
- 8.2 The Customer shall notify the Company of the defect by sending an email to hello@airlogylabs.com, in which (a) the Customer describes in detail the claimed Service or Goods and the defect, (ii) specifies the Order number (or other identification), (iii) states contact details, and (iv) attaches evidence of the defect of the Service or the Goods. The Company will provide an opinion on the defect no later than thirty days from the delivery of the complaint email.
- 8.3 In the case of a Remediable Defect of the Disinfection Service or the Goods, the Customer has the right to request from the Company the removal of the defect without charge and undue delay (especially by sending replacement, undamaged Goods) or a reasonable discount from the Price. In the case of an Irremediable Defect, the Customer has the right to request a reasonable discount from the Price from the Company or to withdraw from the Contract. The Customer has the right to withdraw from the Contract even if the provided Disinfection Service or the Goods have at the same time multiple Remediable Defects, or a certain Remediable Defect of the Disinfection Service or the Goods has not been removed repeatedly by the Company.
- 8.4 The Customer has no rights from defective performance with regard to a defect or damage that arose only after the provision of the Disinfection Service, other than as a result of a breach of the Company's obligations.

9 Withdrawal from the Contract

- 9.1 Pursuant to provisions of Article 7 par. 1 of the Act on Distance Selling, a Customer (who is a consumer) is entitled to withdraw from the Contract without giving a reason within fourteen days from the date of conclusion of the Contract (in the case of the Service) or from the day of taking over possession of the Goods (hereinafter referred to as the **Withdrawal Period**). However, if the Company provides the Service before the expiry of the Withdrawal Period, the Customer shall, in accordance with the provisions of Article 7 par. 6 letter a) of the Act on Distance Selling, be entitled to withdraw from the Contract only until the Service is provided by the Company.
- 9.2 If the Customer withdraws from the Contract, in accordance with the provisions of Article 10 par. 5 of the Act on Distance Selling, the Customer is obliged to pay the Company a proportionate part of the agreed Price for the performance provided by

the Company until the moment of withdrawal from the Contract. In the case of withdrawal from the Contract, the Customer is obliged to return the AirLogy Kit(s) or Goods at its own expense, except in cases where the Customer has already opened (and thus devalued) the AirLogy Kit(s) or used the Goods. In such a case, the Customer is obliged to compensate the Company for the resulting damage (i.e., to compensate the Company for the price of the devalued AirLogy Kit or Goods).

- 9.3 The Customer may exercise the right to withdraw from the Contract by delivering to the Company a unilateral legal notice in which the Customer's desire to withdraw from the Contract is obvious. In withdrawal, the Customer shall also state the reason for withdrawal, unless it is a case where the Customer is entitled to withdraw from the Contract without giving a reason in accordance with the law. If the Customer withdraws from the Contract pursuant to the provisions of Article 7 par. 1 of the Act on Distance Selling, the Customer may use the template form for withdrawal from the Contract, which forms Annex no. 1 of these Terms and Conditions. Withdrawal from the Contract may be delivered to the Company mainly in printed form to the address of the Company's registered office or in electronic form to the email address: hello@airlogylabs.com. The period for withdrawal from the Contract is considered to be observed if the Customer sends a notice to the Company during the period allowing for withdrawal from the Contract.
- 9.4 Except for the reasons stated in other sections of these Terms and Conditions and for reasons arising from the law, the Company is not responsible for delays and/or the Company is entitled to withdraw from the Contract if:
- (i) the provision of the Service or the Goods by the Company is hindered by extraordinary circumstances or obstacles on the part of the Company, which arise independently of its will, cannot be foreseen at the time of conclusion of the Contract and are not caused by the Company (force majeure), in particular lack of energy or raw materials, strike, lockout, official measure or delays or outages in subcontracting, but also epidemics, pandemics, etc. diseases, including the current situation associated with the spread of the COVID-19 pandemic (in this case, this also applies to obstacles that were foreseeable at the time of the conclusion of the contract), or
 - (ii) the Customer goes bankrupt in accordance with the provisions of Article 3 of the Insolvency Act, or
 - (iii) bankruptcy proceedings have been initiated against the Customer, or
 - (iv) the Customer enters into liquidation.
- 9.5 Prior to withdrawal from the Contract due to the reason under point (i) of paragraph 9.4 of these Terms and Conditions, the Company undertakes to make reasonable efforts to eliminate extraordinary circumstances or obstacles, so that it is possible to resume the fulfillment of its obligations in accordance with these Terms and Conditions, and is obliged to immediately notify the Customer of the occurrence and subsequent termination of circumstances or obstacles. In the case that replacement performance is possible, the Customer is entitled to alternative performance. The Company is not liable to the Customer for any direct, indirect or consequential damages and costs resulting from or in connection with the non-fulfillment of obligations due to force majeure.
- 9.6 Withdrawal from the Contract does not affect the right to payment of a contractual penalty or interest on late payments, the right to compensation for damages arising from a breach of contractual obligation or arrangements which, due to their nature, are binding for the Parties even after withdrawal from the Contract. If the debt was secured, the withdrawal from the Contract does not affect the security.

10 Dispute settlement

- 10.1 The Parties hereby undertake to make every effort to settle any disputes arising out of and/or in connection with the Contract amicably.
- 10.2 The Customer has the right to ask the Company for redress if the Customer is not satisfied with the way in which the Company handled the complaint or if the Customer believes that the Company has violated their rights. If the Company has responded to the request with a negative response or has not responded within thirty days from the date of sending of the request, a Customer (who is a consumer) is entitled to submit a proposal to initiate alternative dispute resolution to the Slovak Trade Inspection, website address: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>. This does not affect the possibility to go to court.

11 Personal Data Protection

- 11.1 The Customer is obliged to state their data correctly and truthfully and to inform the Company without undue delay of any change in the data provided to the Company.
- 11.2 The rights and obligations of the Company and the Customer in relation to the protection of personal data are set out in the Privacy Policy issued by the Company.

12 Definitions and interpretation of the Terms and Conditions

- 12.1 Capitalized terms have the following meanings in these Terms and Conditions:

AirLogy Kit shall have the meaning specified in Paragraph 2.1 of these Terms and Conditions.

Cashless payment shall have the meaning specified in Paragraph 5.3 of these Terms and Conditions.

Price shall have the meaning specified in Paragraph 4.1 of these Terms and Conditions.

Price list means an overview of the prices of the Services offered by the Company, which are set by the Company and shown on the Company's Website, especially for individual items of AirLogy Kits and Goods.

Insolvency Act means Act no. 7/2005 Coll. on Bankruptcy and Restructuring and on Amendments to Certain Acts, as amended.

Courier means a person authorized by a courier company with whom the Company has a concluded contract, the subject matter of which is in particular the delivery of AirLogy Kit(s) or Goods to the Customer and/or the collection of AirLogy Kits from the Customer and fulfilling other obligations of the Company arising from the Contract.

Withdrawal period shall have the meaning specified in Paragraph 9.1 of these Terms and Conditions.

An irreparable defect means such a defect of the Service or AirLogy Kit or Goods which is not a Remediable Defect.

Civil code means Act no. 40/1964 Coll. of the Civil Code as amended

Terms and Conditions mean these General Terms and Conditions of the Company (Proer, s.r.o.).

The Order represents a binding proposal for the conclusion of a Contract (offer) in accordance with the provisions of Article 43a of the Civil Code, made by the Customer towards the Company.

A remediable defect means such a defect of the Service or AirLogy Kit or Goods which can be remedied according to the Company.

Payment to the account shall have the meaning specified in Paragraph 5.4 of these Terms and Conditions.

Cash payment shall have the meaning specified in Paragraph 5.2 of these Terms and Conditions.

Payment gateway shall have the meaning specified in Paragraph 5.3 of these Terms and Conditions.

Payment gateway operator shall have the meaning specified in Paragraph 5.3 of these Terms and Conditions.

Protocol means a report or a protocol (inspection certificate in accordance with the provisions of Article 591 of Act No. 513/1991 Coll., the Commercial Code, as amended) of an informative nature, which the Company prepares and sends to the Customer as part of the provision of the Air or Area Analysis Service after laboratory analysis (control) of samples collected by AirLogy Kits recording the state of presence of microbiological contaminants in the test areas, i.e. the number, genus and type (if possible) of micro-organisms (including photo documentation), information on whether such a finding is within the standard or contaminated, and the Company's recommendations relating in particular to the disinfection of the premises.

Service shall have the meaning specified in Paragraph 1.2 of these Terms and Conditions.

Company shall have the meaning specified in Paragraph 1.1 of these Terms and Conditions.

Goods means goods which the Company offers on the Website for sale to Customers.

Web site means the website of the Company accessible at the internet domain <https://airlogylabs.com/>.

Customer shall have the meaning specified in Paragraph 1.1 of these Terms and Conditions.

Customer line means a special telephone line designated by the Company for communication with the Customer, the number of which is provided on the Company's Website.

Act on Distance selling means Act no. 102/1014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a contract concluded at a distance or a contract concluded outside the premises of the seller and certain laws as amended.

Act on Consumer Protection means Act no. 250/2007 Coll. on Consumer Protection and on amendment of the Slovak National Council no. 372/1990 Coll. on offences as amended.

Zásielkovňa means the company Packeta Slovakia s. r. o., with registered office at Kopčianska 3338/82A, 851 01 Bratislava – Petržalka, Slovak Republic, Company ID: 48 136 999.

Contract shall have the meaning specified in Paragraph 1.1 of these Terms and Conditions.

Parties shall mean the Company and/or the Customer.

- 12.2 The interpretation of these Terms and Conditions is governed by the following rules:
- (i) References to **articles** and **paragraphs** shall be construed as references to the relevant articles of these Terms and Conditions.
 - (ii) References to a **legal regulation** or **relevant legal regulation** shall be construed as references to Acts, government regulations, ministerial decrees or other generally binding normative legal acts.
 - (iii) References to **days** are references to calendar days, unless otherwise stated in these Terms and Conditions.
 - (iv) The terms **in particular** or **inclusive** in these Terms and Conditions mean “in particular, but not exclusively” (whether or not this wording is explicitly stated) and cannot be construed as limiting the possibilities exclusively to the items included in the stated specification.
 - (v) Terms defined in these Terms and Conditions in plural have the same meaning as in singular and vice versa.
 - (vi) The headings are used in these Terms and Conditions only for clarity and better orientation and do not affect the interpretation of these Terms and Conditions.

13 Final provisions

- 13.1 If the relationship established by the Contract contains an international (foreign) element, then the Parties agree that their relationship is governed by Slovak law. This does not affect the rights of the Customer (consumer) arising from generally binding legal regulations. Contracting parties have agreed to exclude the provisions of Articles 598 and 599 of Act no. 513/1991 Coll. the Commercial Code, as amended.
- 13.2 The Contract is concluded for a definite period of time, namely for the period during which a specific Order is valid.
- 13.3 Unless expressly stated otherwise in these Terms and Conditions, or if the Parties do not agree in writing, no obligation of the Parties arising from the Contract shall be considered a fixed obligation in accordance with the provisions of Article 518 of the Civil Code. Except as otherwise stated in these Terms and Conditions, the exchange of e-mail or other electronic messages will not be considered a written form for the purposes of this paragraph.
- 13.4 If any provision of the Contract (including these Terms and Conditions) is or becomes invalid or ineffective, the invalid provisions will be replaced by provisions the meaning of which is as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of one provision does not affect the validity of other provisions of the Contract.
- 13.5 The Company is not bound by any codes of conduct in relation to the Customer in accordance with the provisions of Article 3 par. 1 letter n) of the Distance Trading Act.
- 13.6 The Contract, including the Terms and Conditions, is archived by the Company in electronic form and is not available. At the Customer's request, the Company will provide the Customer with a version of the Terms and Conditions valid and effective as of the date of conclusion of the Contract.
- 13.7 The Company is entitled to provide the Service and Goods on the basis of a trade license. Trade licensing inspection is carried out within its competence by the relevant district office, trade licensing department. Supervision over the area of personal data protection is performed by the Office for Personal Data Protection of the Slovak Republic. To a limited extent, and among other things the Slovak Trade

Inspection also supervises compliance with the Consumer Protection Act. The Company's contact details are specified on the Company's Website.

13.8 Annex no. 1 of these Terms and Conditions consists of a Template form for withdrawal from the Contract.

13.9 These Terms and Conditions are effective from 06.09.2021.

Annex no. 1

Template form for withdrawal from the Contract

(Fill in this form and send it to the Company in the case you want to withdraw from the Contract)

Notification of withdrawal from the Contract

Addressee

Proer, s.r.o., with registered office at Palárikova 1, 917 01 Trnava, Slovak Republic, Company ID: 52 687 856, a company registered in the Business register of the District Court Bratislava I, Section Sro, Insert no. 141191/B (hereinafter referred to as the **Company**).

I hereby notify you, that I **withdraw from the contract** for the provision of services or goods by the Company which I concluded on

_____ with the Company, based on the order number: _____.

Full name of the customer:

Address of the customer:

Date:

(Signature of the Customer if the withdrawal is delivered in paper form)