



IČO: 36572250 DIČ: 2021736948 IČ DPH: SK2021736948 č.ú.: 2623721735/1100

Service Agreement sz-dev-xx-xxx/xx-xxx

Concluded pursuant to Section 269 (2) of the Act No. 513/91 Coll. (the Commercial Code), as amended

Parties

1. Customer:

XXX Address: ID: Tax ID: VAT ID: Represented by: Bank account number/IBAN: Company registered in the Business Register

(Hereinafter referred to as "Customer" in the appropriate grammatical form);

2. Service Provider: Devion s.r.o.

Južná trieda 78, 040 01 Košice, Slovak Republic ID: 36572250 VAT: SK2021736948 Represented by: Ing. Martin Bajus - Managing Director of the Company Bank account number/IBAN: SK89 1100 0000 0026 2372 1735 Company registered in the Business Register at the Municipal Court of Košice; File No. 14123/V; Section Sro

(Hereinafter referred to as "Service Provider" in the appropriate grammatical form).

Article I Subject of the Agreement

1. Hereunder, the Service Provider undertakes to perform the service works for the Customer on the equipment owned/used by the Customer.

Types of service works are defined as:

a) *Warranty service* – a service action on the equipment manufactured and delivered by the Service Provider during the contractually agreed warranty period and the fulfillment of the warranty conditions of the given equipment, at the request of the Customer, with the start of the service according to the Contract of Work to the given equipment (usually within 24 hours at the latest), or according to the Emergency Level chosen by the Customer when signing this Service Agreement, unless otherwise agreed by both Parties. In the case of a justified claim, the service action will be free of charge; otherwise, it will be considered an out-of-warranty service, and will be properly billed based on the completed Service Report and Appendices thereto (see Appendix No. 2).



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- b) Post-warranty service a service action on the equipment manufactured and delivered by the Service Provider after the end of the warranty period of the given equipment, or during the warranty period, if the warranty conditions have not been met, at the request of the Customer, with the start of the service according to the Emergency Level chosen by the Customer at the time of signing of this Service Agreement, unless otherwise agreed by both Parties. The service action will be properly billed based on the completed Service Report and Appendices thereto (see Appendix No. 2).
- c) **Servicing of third-party equipment** a service action on the equipment made by third parties at the request of the Customer, with the start of the service according to the Emergency Level chosen by the Customer when signing this Service Agreement, unless otherwise agreed by both Parties. Actions on the third-party equipment will be carried out upon the agreement of both Parties within the scope of the Service Provider's capabilities and at the Customer's responsibility. The service action will be properly billed based on the completed Service Report and Appendices thereto (see Appendix No. 2).
- 2. The Emergency Level listed in Appendix No. 3 hereto was chosen by the Customer when signing this Agreement.
- 3. The Customer undertakes to allow the Service Provider to perform service works; after service works were finished, the Customer undertakes to take service works over and pay for them the remuneration as agreed herein.
- 4. The authorization to carry out repairs that are the subject hereof can be found in Appendix No. 1.

Article II

Time and Place of Providing Service Works

- The Service Provider shall perform service works for the Customer for the duration hereof; these shall begin by a deadline according to their type as defined in Article I (1) from the time they were ordered by the Customer, with the order confirmed by the Service Provider according to Article V (1).
- 2. In the event that the Customer does not create the conditions for the proper execution of service works with their start in accordance herewith, the Service Provider shall not be in delay with the start of the service works for the duration of the Customer's delay; the Service Provider shall state this reason in the Service Report and the Customer's contact person shall confirm it with his/her signature.
- 3. The place of performance of service works is the place, where the serviced equipment is located, usually at the Customer's place of operations or registered office, or a destination given by mutual agreement between the Customer and the Service Provider.
- 4. If necessary, the Service Provider can use the cooperation of other technicians, or the programmer, either by phone or via established remote management (Ethernet connection).
- 5. If it is possible to carry out a service action by phone or via established remote management (Ethernet connection), the Service Provider can only do so with the consent and cooperation of the Customer.

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Article III Rights and Obligations of the Service Provider

- 1. The Service Provider shall ensure the performance of service works, which are the subject hereof, and which the Customer ordered in the manner given in Article V (1).
- 2. Service works hereunder include the following activities of the Service Provider:
 - Consulting and technical activities that have an impact on the proper use of equipment by the Customer;
 - Elimination of equipment defects; replacement of damaged or non-functioning equipment parts;
 - Maintenance activities;
 - Delivery and installation of consumables and spare parts supplied by the equipment manufacturer;
 - Performing a service action on the equipment based on the Customer's request in the event of an equipment malfunction.
- 3. After carrying out each service action, the Service Provider shall draw out the Service Report, including any Appendices thereto, according to the specimens indicated in Appendices No. 4 and 5 hereto, which shall contain all the items that will later be used for a proper billing of the payable service action. In addition to the items defined in the pricelist, there may also be supplied materials, spare parts, or other items agreed upon by both Parties. In the event of a delay by the Customer in providing cooperation to the Service Provider according to Article II (2) hereof, the Service Provider shall enter the reason and "from-to" of the delay in providing cooperation in the appendix of the Service Report, the "Performed activities" section.

The Service Report with any Appendices thereto must be signed by both Parties and attached later to the invoice, unless otherwise agreed by both Parties.

- 4. After performing the service works hereunder (including the delivery of spare parts), the Service Provider shall perform a trial operation of the equipment, the purpose of which is to check a full functionality of the equipment.
- 5. In the event that it will not be possible to carry out service works on the equipment at the Customer's place, where the equipment is located, the Parties have agreed that the Service Provider is entitled to take this equipment into safekeeping for the time necessary to carry out service works. The Service Provider shall issue a written confirmation to the Customer stating the equipment identification. During the period, when the equipment is in the possession and safekeeping of the Service Provider, the Service Provider shall be liable for its loss or damage.
- 6. The Service Provider shall carry out service works hereunder with professional care, in its own name and at its own liability.
- 7. Only demonstrably trained employees or subcontractors of the Service Provider may act on behalf of the Service Provider. In the event that the Service Provider would like to perform service works through subcontractors, they must be authorized to perform service works. The Service Provider is liable to the Customer for fulfilling the obligations of subcontractors to the extent, in which it would perform these activities itself.
- 8. The Service Provider undertakes that all spare parts for the equipment delivered by it will be homologated and accepted by the manufacturer of the equipment according to the conditions and standards applicable in the Slovak Republic.





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- 9. The Service Provider undertakes to act in the fulfillment of the subject hereof under the relevant legal and technical regulations applicable in the Slovak Republic, the binding regulations of the equipment manufacturer, and the Customer's instructions. The Service Provider further undertakes to use the tools, equipment, and procedures prescribed by the equipment manufacturer.
- 10. In the event that the Service Provider would like to deviate from the procedure specified in the previous point hereof, the Service Provider shall agree thereon in advance with the Customer in writing.
- 11. The Service Provider is obliged to provide warranty for the service works performed under Article VII hereof.
- 12. The Service Provider is obliged to inform in advance, and consult with, the Customer of/about the replacement of the spare part of the equipment.
- 13. If, after examining the equipment, the Service Provider finds that the Service Provider is unable to properly repair the equipment or provide the necessary spare parts, the Service Provider is obliged to notify the Customer thereof without unnecessary delay and to agree on the next procedure with the Customer.
- 14. The Service Provider is responsible for compliance with the safety and health and fire prevention regulations.
- 15. The Service Provider shall designate a representative, who will be the contact person for the Customer, and will perform the particular service action.

Article IV

Rights and Obligations of the Customer

- 1. The Customer shall order the service works that are subject hereof from the Service Provider in accordance with Article V (1) hereof.
- 2. The Customer undertakes to ensure access to the place of service works, create the conditions thereto, and provide additional cooperation required by the Service Provider.
- 3. The Customer's contact person is authorized to confirm the acceptance of service works and deliveries in the Service Report and Appendices thereto, and issue instructions to the Service Provider, as well as report any defects on the equipment. The Customer reserves the right to change the contact person via a unilateral notification to the Service Provider.
- 4. The Customer has the right not to take over the service works, especially if the defects of the service works are of such a nature that the use of the equipment or its relevant part, which is the subject of the service action, will be endangered or significantly impaired, or the equipment will not be fully functional and suitable for normal use; the Service Provider shall be notified of this fact in writing within three (3) days.





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Article V Technical Arrangements

- 1. Service works that are the subject hereof shall be ordered by the Customer in one of the following forms:
 - *a)* By phone to the phone number: +421 918 775 176 In this case, the end of the phone call is considered to be the time and date of order confirmation;
 - b) Electronically at the e-mail address: servis@devion.sk
 In this case, the time and date of the confirmation e-mail reply to the e-mail address, from which the order came, is considered to be the time and date of order confirmation;
 - c) In writing based on a written order sent to the Service Provider's address:

Devion s.r.o. Južná trieda 78 040 01 Košice

In this case, the time and date of receipt of the written order is considered to be the time and date of order confirmation.

Note: All the data listed above can be found on our website.

- 2. The pricelist of services and Emergency Levels that the Customer may choose from, which are the subject hereof, is specified in Appendices No. 2 and 3.
- 3. The Service Report prepared upon the performed service works and deliveries, which are the subject hereof, can be found in Appendices No. 4 and 5.

Article VI Remuneration and Payment Terms

- 1. The remuneration for the performance of service actions hereunder has been agreed pursuant to the Act No. 18/1996 Coll. on Prices, as amended, and does not include Value Added Tax (VAT). The Service Provider shall invoice VAT according to the rules applicable at the time of invoicing.
- 2. The Pricelist of Services that are the subject hereof, currently applicable on the date of signing this Agreement, is specified in Appendix No. 2.
- 3. The Service Provider is obliged to notify the Customer of any changes in the Pricelist of Services, as well as changes in the Emergency Level, in writing at least three (3) months in advance. The Customer approves the new Pricelist of Services by signing the updated Appendices No. 2 and 3.
- 4. The prices of spare parts may differ at the time of inquiry from the prices listed in the Lists of Spare Parts, which were listed at the time of delivery of the given equipment.
- The remuneration includes all costs of the Service Provider for its performance, including transport costs.



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- 6. The remuneration is agreed on the basis of:
 - a. Emergency Level maintained by the Service Provider, the level of which, as specified in Appendix No. 3, was chosen by the Customer when signing this Agreement, and which is higher than level 0;
 - b. Service Reports and Appendices thereto mutually agreed and signed;
 - c. The Pricelist of Services of the Service Provider, which forms Appendix No. 2 hereto.
- 7. Service action carried out within the warranty period of the given equipment will not be charged after a justified claim has been accepted.
- 8. The Service Provider shall issue invoices in accordance with applicable legal regulations as follows:
 - a. Invoicing of a selected Emergency Level higher than 0 shall be performed on a monthly basis, always on the first day of the given month, with invoices to be due in fourteen (14) calendar days;
 - b. Invoicing of the performed services and deliveries shall be performed within fifteen (15) days of the Customer taking over the service works and deliveries, based on the Service Reports and Appendices thereto confirmed by both Parties, with invoices to be due in fourteen (14) calendar days.
- 9. The invoice for the performed service shall be accompanied by the Service Reports and Appendices thereto signed by the contact person of the Customer, thereby confirming the acceptance of the service works and the supplied spare parts.
- 10. Invoices shall be due within fourteen (14) working days from the day when issued by the Service Provider and delivered to the Customer at its billing address.
- 11. The invoice shall contain all the details stipulated by applicable legal regulations; otherwise, the Customer is entitled to return the invoice to the Service Provider within the due date. In this case, the due date shall begin to apply from the delivery of a new and correctly issued invoice to the Customer.
- 12. The Parties have agreed that, pursuant to Section 364 of the Commercial Code, they can set off each other's claims arising hereupon. The Party that carries out the set-off shall notify the other Party of this fact without delay.
- 13. The monetary obligation is fulfilled when the owed amount credited the Service Provider's account indicated on the invoice.
- 14. In case any due receivables have not been paid by the Customer, the Service Provider has the right not to proceed with the given service action. The Service Provider shall bear no liability for any and all direct and indirect damages caused by such an event.





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Article VII Liability for Defects

- 1. The Service Provider is responsible for performing the subject hereof always in line with the terms hereof under the applicable legal regulations, professionally and with the best of knowledge.
- 2. The Service Provider is responsible for the work performed hereunder during a period of three (3) months from the date of completion of the service action.
- 3. In the case of delivery of spare parts purchased from subcontractors, the conditions and warranty period provided by the subcontractors shall apply.
- 4. The Service Provider shall be liable for defects, which the service action has demonstrated during execution and the warranty period thereof, in the sense of the definition referred to in the following Point 5 of this Article.
- 5. For the purposes hereof, a defect shall be understood as a deviation in the quality, quantity, or parameters of service works performed, or spare parts supplied, as specified in the technical standards and the generally binding regulations, and which prevents the correct and fault-free use of the equipment.
- 6. The Customer is obliged to raise a possible claim for a defect in performance in writing without delay after the defect has been discovered.
- 7. The Parties have agreed that, in the event that the service work provided is defective during the warranty period, the Customer has the right to demand a defect to be removed by the Service Provider free of charge, or defective parts of the equipment to be replaced for free of charge with non-defective ones, and the Service Provider is obliged to remove the defect free of charge.
- 8. If it turns out that the claimed defect is irreparable, the Service Provider undertakes to provide an adequate discount on the remuneration. Any discount shall not affect the Customer's right to warranty.
- 9. Exercising the right to claim defects in service works by the Customer does not affect the Customer's right to demand compensation from the Service Provider.
- 10. The Service Provider shall not be liable for defects of parts that have arisen due to natural wear and tear during the use of the given equipment. The expected service life of the parts is indicated by the Service Provider in the List of Spare Parts for the given equipment.
- 11. The Service Provider shall not be liable for damages caused by the Customer's unprofessional actions or neglect of the prescribed procedures for activities and maintenance on the given equipment.
- 12. The Service Provider shall not be liable for damages caused by service actions performed by the Customer or a third party.

Article VIII Liability for Damage



- 1. The Service Provider shall be liable for all damages caused to the Customer in relation hereto for itself, its employees and persons entrusted with the activity hereunder.
- 2. The Service Provider's liability does not cover the improper use of the equipment by the Customer and/or a third party, damages caused by the Customer's instructions issued despite the Service Provider's warnings, force majeure according to Article X hereof.



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Article IX Contractual Penalties

- 1. In the event that the Service Provider is delayed with starting to carry out service works against the dates agreed herein, the Customer has the right to claim a contractual penalty of 100.00 Euros from the Service Provider for each day of delay. The maximum amount of the contractual penalty for delay is set at 1,000 Euros.
- 2. In the event that the Service Provider does not remove the defects, even after a written request from the Customer and the provision of an additional reasonable period for performance according hereto, the Customer is entitled to let the defects remove by a third party. Subsequently, the Customer can demand compensation from the Service Provider for the costs of such removal of the claimed defects.
- 3. In case of delay by the Customer with the payment of remuneration, the Service Provider has the right to apply interest on delay in the amount of 0.05% of the amount due for each day of delay.
- 4. The exercise of the right to a contractual penalty by any of the Parties does not affect the right of the other Party to demand damages from it.

Article X Force Majeure

- The Parties shall not be liable for damage they could have caused, or did cause, to the other Party by a breach of obligations hereunder, if it was caused by reasons, for which the given Party has not been liable, and which it could not have influenced even with reasonable care, especially due to war, strike of any kind, interruption of supplies of energy, materials, etc.
- 2. The affected Party, which is aware of the circumstances described in the previous Point, is obliged to immediately inform the other Party of their occurrence and the reasons, for which it will not be able to fulfill its obligations hereunder. After these reasons disappear, the affected Party shall inform the other Party thereof and, at the same time, shall continue to fulfill its obligations hereunder.
- 3. If the circumstance preventing the proper performance hereof, described as "force majeure", lasts for more than six (6) months without interruption, each Party has the right to terminate this Agreement by written withdrawal from the Agreement.

Article XI Trade Secret Protection

- 1. The Parties have agreed that all technical, price and professional information relating to the subject hereof, or any of the Parties, with which they come into contact during the performance of the subject hereof, are subject to trade secrets.
- 2. The Parties have agreed not to provide the information according to the previous Point to any third parties. This obligation shall not apply to the necessary scope of information provided by the Service Provider to subcontractors of service works for the purpose of fulfilling the subject hereof.

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- 3. The restriction according to Point 1 of this Article shall not apply to the information that was available to the Service Provider before the date of signing this Agreement, and that is not subject to the obligation to maintain secrecy in relation to the Customer, or has been generally known, or will become known in the future otherwise than by disclosure by the Service Provider in violation hereof.
- 4. The Customer acknowledges that the Service Provider may be obliged to provide information that constitutes a trade secret in accordance with the legal regulations, or as part of a court or other proceeding. However, the disclosure of this information shall be limited to the extent required by law or a competent authority; such fact shall be notified to the Customer in advance or, if this is not possible, subsequently without unnecessary delay.
- 5. The obligation to maintain confidentiality shall apply without limitation even after the end hereof.

Article XII Duration and Termination of the Contractual Relationship

- 1. This Agreement is concluded for an indefinite period; it becomes valid and effective on the day when signed by both Parties.
- 2. This Agreement may be terminated by withdrawal from the Agreement by both Parties in writing. Each of the Parties will be entitled to withdraw from this Agreement only if the other Party fails to fulfill its obligations arising from this Agreement (it has substantially violated the Agreement according to Section 344 of the Commercial Code) even within a period of thirty (30) days from the day, on which, after the expiry of the deadline for the agreed performance, the Party was invited to do so in writing by the other Party. The provisions of Section 344 to Section 351 of the Commercial Code shall apply to the withdrawal from the Agreement and to the related rights and obligations of the Parties.
- 3. Each of the Parties may terminate the Agreement; the notice period is set at one (1) month, to begin on the first day of the month following the date of delivery of the written notice to the other Party.
- 4. Withdrawal from the Agreement does not terminate the right to payment of receivables or contractual fines.





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Article XIII

Final Provisions

- 1. Every change or addition hereto shall be made in writing and approved by the authorized representatives of both Parties in the form of a written amendment hereto.
- 2. In the event that some of the provisions hereof become invalid, the validity of the other provisions hereof remains unaffected. If such a situation arises, the Parties shall agree in writing on a solution that preserves the context and purpose of the given provision.
- 3. This Agreement is governed and interpreted according to the laws of the Slovak Republic. Any disputes or disagreements in the interpretation hereof will be resolved primarily by mutual agreement of the Parties. In the event that such an agreement has not been reached within ninety (90) days from the origin of the dispute, any party hereto will be entitled to file a motion to initiate proceedings in the relevant court.
- 4. This Agreement is made in four (4) copies, each Party to receive two (2) copies.
- 5. The following Appendices are, or will gradually become, part hereof:
 - Appendix No. 1 Authorization of the Service Provider
 - Appendix No. 2 Pricelist of Services
 - Appendix No. 3 Emergency Levels
 - Appendix No. 4 Service Report
 - Appendix No. 5 Service Report–Appendix

Customer	Service Provider						
Date:	Date:						
on behalf of the Customer	on behalf of the Service Provider						
	Martin Bajus, Managing Director						
	DEVION						
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Devion s.r.o.

DEVION Južná trieda 78 | 040 Ol Košice | Slovak Republic

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Valid from 15.01.2023

List of items:

Item	Description	7:00 ÷ 15:30	15:30 ÷ 7:00	Unit				
1.	Remote access (technician connection via the Internet)	75€	price/person/hour					
2.	Using the vehicle with the necessary technical equipment	0,90 €	price/car/km					
3.	Technician's time spent travelling	25€	price/person/hour					
4.	Electrical / mechanical work at our company	40 €	price/person/hour					
5.	Electrical / mechanical work outside our company	45€	55€	price/person/hour				
6.	Programming / projection work at our company	50 €	65€	price/person/hour				
7.	Programming / projection work outside our company	tside our company 60 € 75 €						
8.	Costs associated with a trip over 5 hours (including transport)	50)€	price/person/day				
9.	Overnight stay on the route if necessary	70)€	price/person/night				
10.	Transport services with our company car	0,75€	0,95 €	price/car/km				
11 .	Additional charge to the regular price for urgent service	25% price						

Notes:

1. All prices are shown without VAT.

2. All prices apply to the territory of the Slovak Republic.

3. The Service Report will be written about the service intervention.

- 4. Other arrangements based on the concluded Service Agreement.
- 5. Urgent service:

It is possible to request a priority execution of the service, starting within 24 hours, together with the ordered spare parts. If the circumstances do not allow mentioned one, this impossibility will be notified ASAP (within 24 hours). In the event that it is not agreed otherwise (extension of the deadline, etc.), the additional charge for urgent service will not be charged and the service will be performed as circumstances permit.

Person in charge

Martin Bajus, +421 905 378 595 Company management

Košice, 10.01.2023

www.devion.sk|info@devion.sk|mobil: +42I-905 378 594, +42I-905 378 595|phone/fax: +42I-55/677I 5I0



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Emergency Levels Response:

Level	Start of service action	Price in €/Month	Discount from the Pricelist of Services
0	To 72 hours	0€	0 %
1	To 48 hours	500€	5 %
2	To 36 hours	750€	10 %
3	To 24 hours	1 000 €	15 %

Notes:

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- 1. Only the time from 00:00 a.m. to 24:00 p.m. in all working days is included in the time of service action, unless otherwise agreed by both Parties.
- 2. In the case of warranty service, the conditions stated in the contract of work to the given equipment primarily apply.
- 3. Invoicing of a selected Emergency Level higher than 0 shall be performed on a monthly basis, always on the first day of the given month, with invoices to be due in fourteen (14) calendar days.





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Service Report - Appendix SD - DEV - _ - _ _ / _ - ___

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List of spare parts:

ltem	Designation	Description	Number	Price / pc	Sum
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

TOTAL for spare parts: __.__€

Activities performed:

Recommendations:

	 	CIIC	 0110	-																											
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Person	in	cha	ırg

Place:

Date:

Customer

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Supplier	DEVION

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