

GENERAL TERMS AND CONDITIONS FOR REPAIR WORKS

SAM INDUSTRIES a. s.

SAM INDUSTRIES a. s., Vlčie hrdlo 5985, 820 03 Bratislava, Slovak republic, ID No.: 36 246 093, VAT number: SK2020198576, company incorporated in the Commercial Register of the Municipal Court Bratislava III, Section: Sa, Insert No.: 5429/B issues these GENERAL TERMS AND CONDITIONS FOR REPAIR WORKS (hereinafter: “**GTC**”) in order to determine the terms of the contract of which these GTC form an integral part and their repeated use in the supply of repair works; the provisions of the contract that differ from these GTC take priority over these GTC. Conditions, including but not limited to contradictory terms and conditions of the customer, and side agreements shall only become an integral part of the contract upon SAM INDUSTRIES a. s. consenting expressly and in writing to its inclusion.

1. Offer and Conclusion of Contract

1.1 Our quotations and cost estimates are not binding. They shall only include such deliveries and services that are explicitly specified therein.

1.2 Contracts are only deemed to have been concluded once we have accepted in writing the work or purchase orders placed with us or have delivered the items or performed the services ordered by the customer. This shall apply mutatis mutandis to all amendments to or alterations of contracts.

2. Scope of Performance, Deliveries and Services

2.1 In cases of doubt regarding the scope of performance, the content of our written confirmation of the contract and the documents specified therein shall govern. Additional expenses due to errors in drawings and other documents or information provided by the customer shall be borne by the customer.

2.2 All data provided by us to the customer and our documents forming the basis of the contract (such as drawings, illustrations, details of measurements and weights or technical descriptions) contain approximate descriptions only as customary in shipbuilding. We reserve the right to implement minor changes (such as alterations of design, form, or colour).

2.3 The customer must provide us with binding drawings (such as the docking plan) in a timely manner prior to the arrival of the vessel at the place of service performance.

2.4 The scope of repairs and their expediency shall be determined exclusively by the customer. If there are statements provided by a classification society or its agents or by the customer's agents, we are entitled to base our work on the content of these statements; we will not review the substantive correctness of any such statements. Likewise, we are not obligated to examine the vessel or the object of our performance for the purpose of identifying latent defects.

2.5 Weather conditions may adversely affect works that are dependent on weather conditions, including but not limited to painting, coating, blasting, the lifting of a vessel out of the water, the launching of a vessel back into the water by means of a shift lift and similar activities (“Weather-Dependent Works”).

If, due to prevailing or forecasted weather conditions, Weather-Dependent Works cannot, in our reasonable opinion, be carried out safely, technically properly, or in accordance with applicable standards, we shall be entitled, at our sole discretion, to:

- (i) refuse to commence or to suspend such Weather-Dependent Works;
- (ii) modify the sequence, method or technical procedure of such works;
- (iii) postpone the lifting or launching of the vessel; or
- (iv) propose an adjustment of the schedule and/or scope of the affected works.

If no agreement can be reached with the customer regarding such adjustment within a reasonable time, or if the execution of the Weather-Dependent Works is no longer technically or economically feasible, we shall be entitled to cancel the affected Weather-Dependent Works in whole or in part.

The customer acknowledges that any delay caused by adverse or unsuitable weather conditions, including delays in lifting or launching operations, shall not constitute a breach of contract.

To the maximum extent permitted by law, we shall not be liable for any damage, loss or delay arising from the suspension, postponement, modification or cancellation of Weather-Dependent Works due to weather conditions.

In such case, the customer shall not be entitled to any compensation, damages or other claims against us, and shall remain obliged to pay for all works already performed, as well as for any costs incurred, including but not limited to mobilization, demobilization, standby time, and preparation for lifting or launching operations.

2.6 We are entitled to have third parties execute all or part of the work assigned to us. Partial deliveries and the partial performance of services shall be permitted.

3. Documents

3.1 We reserve all proprietary rights, copyrights and other industrial property rights in our documents. All documents must be treated as strictly confidential. Unless authorized in writing by us, above documents may not be used for any other purpose, but the fulfilment of the respective contracts entered into with us; they may not be reproduced or disclosed to third parties. Upon our request, they must be returned to us without delay. This non-disclosure obligation shall remain in effect beyond the termination of our business relationship.

3.2 If we use plans, documents and information provided by the customer for the performance of our services, the customer must indemnify and hold us harmless against any claims from third parties based on violations of copyrights, patents and other industrial property rights of third parties resulting from the utilization of such plans, documents or information provided by the customer.

4. Customer's Authorized Representatives, Crew

4.1 The customer shall inform us in writing no later than upon arrival of the vessel or delivery of the object of performance which person or persons other than the master or the agent acting as the customer's representative shall be authorized to make and receive legally binding declarations to and from us and enter into agreements with us.

4.2 The customer must ensure that its representatives, the crew or any person present at the shipyard on its behalf are properly insured and licensed. This shall also include the customer's obligation to carry the tax burden resulting from the presence of any such person. The presence of these persons at the shipyard shall be at the risk and sole responsibility of the customer.

5. Size and Weight of the Vessel

5.1 The measurements provided in the "Register of Ships" those stated in the International Tonnage Certificate shall be applicable regarding the dimensions and determination of the cubic meter capacity of a vessel.

5.2 The vessel's condition required for the service performance/ docking (trim and weight) must be coordinated in advance with us and effected by the customer. The provisions under paragraph 15.2 hereof shall remain unaffected.

6. Prices

6.1 All prices are net in euros (EUR) ex our shipyard (Ex-works pursuant to Incoterms in the version valid on the date of conclusion of the contract) plus, where applicable, value-added tax in the statutory amount in force and effect from time to time. Any additional costs for services performed at the customer's request outside regular or collectively agreed working hours shall be borne by the customer.

6.2 Remuneration of tugboats and pilotmen are not included in our prices. We will provide or procure tugboats and pilotmen upon request against a special fee, but without assuming any responsibility – except as provided in paragraph 15.4 – for the referral of, or for any risks involved in, tugging and towing the vessel. The Costs for certificates attesting the gas-free condition, for any necessary degasifying of tanks, bilges, etc. as well as for disinfections are not included in our prices and will be charged separately. This shall apply accordingly to the initial filling and refills of lubricating and hydraulic oil as well as other materials and consumables.

6.3 In the event of cost increases (for wages, energy, taxes, materials) occurring between the conclusion of contract and the time of performance, and provided that this period exceeds six (6) months, we shall, at our reasonable discretion, be entitled to charge a price that has been adjusted accordingly but is not to exceed our prices generally in force at the time of performance.

6.4. The fee for the service performance/ docking shall be charged by us at our prices valid from time to time. We reserve the right to agree upon special terms, for the docking of vessels having suffered average, carrying cargo or of a special design.

6.5 In the event performance of the contract by us becomes entirely or partially impossible for reasons beyond our control, the customer shall owe the pro rata share of the remuneration for delivered items and services performed so far.

7. Payments

7.1 All payment claims are due and payable immediately upon receipt of our invoice/request for payment and payments must be made without delay to any of our accounts specified in the invoice/request for payment.

7.2 We may also issue an invoice or invoices for partial work prior to the completion of our overall performance, which shall reflect the progress of work until then.

7.3 We are entitled to interest at 5 % p.a. from the date payment is due and at 8 percentage points above the then applicable base rate from the date of default. We may claim further damages on the grounds of default. The customer must reimburse us for costs and legal fees as well as for the costs of litigation or arbitration proceedings, as applicable, that we incur to enforce claims from any payable invoice after default has occurred.

7.4 The vessel or the object of our performance will be returned to the customer only upon full payment by the customer of all amounts due until then under the contract. If the return of the vessel or of the object of our performance is delayed on the grounds of default of payment by the customer, all demurrage and other costs related to the failed return shall be at the customer's expense.

8. Time Limits and Dates

8.1 Time limits and dates shall be binding on us only if their binding nature has been expressly agreed in writing in the individual contract. Otherwise, any dates given are estimates only. The time limits and dates that are appropriate considering the nature and extent of performance, difficulty of the task, etc. shall apply as estimated by us. Agreed time limits and dates are based on normal working hours as determined by us, taking into account applicable collective agreements and standard industry practices.

8.2 Prerequisite for the timely delivery or performance of services – also in cases where a delivery period/date has been agreed upon – is the complete and timely fulfilment of all the customer's responsibilities and obligations of cooperation such as

(i) the timely delivery of documents, information or permits,

(ii) the timely provision of the vessel in a condition allowing the performance of work on her, and the clarification of all commercial (including price agreements) and technical questions, and

(iii) receipt by us of all payments that are due.

Agreed time limits and dates shall be extended by any delay in the receipt of due payments even in cases where we have not asserted the right of retention or the right to refuse performance, and any delay due to the failure of the customer to fulfil its responsibilities and obligations of cooperation and any other matters agreed in the contract.

8.3 Subsequent changes of or supplements to the scope of deliveries and services shall extend the time limits and dates in accordance with the additional time required, therefore. This shall also apply to unforeseen conditions and obligations imposed by the classification society and/or authorities.

8.4 Any occurrence of force majeure or other circumstances beyond our reasonable control, including but not limited to labour disputes, machine breakdowns, shortages of materials or energy, acts of authorities or governments, epidemics or pandemics, insolvency or filing for insolvency of subcontractors or suppliers, and disruptions of transportation or logistics, regardless of whether they affect us or our suppliers, shall release us from our obligation to perform deliveries or services for the duration and to the extent of such impediment. We shall notify the customer of the occurrence and cessation of such circumstances without undue delay. If such circumstances result in a permanent impossibility of performance, we shall be entitled to terminate the affected part of the contract without any liability for damages.

8.5 If the completion of the vessel or of the object of performance by SAM INDUSTRIES a. s. is delayed, the customer may, if it has suffered a proven damage, and notwithstanding its right to rescind the contract in accordance with the statutory requirements for such rescission, claim without rescinding the contract compensation for such delay in the amount of 0.5% of the contract price per full week of delay with a maximum of 5% of the contract price to the exclusion of any further claim for damages and any further rights. This limitation shall not apply if the delay is due to serious default (wilful misconduct or gross negligence) or the violation of other essential contractual obligations.

9. Provision / Removal of the Vessel or the Object of Performance

9.1 The customer must deliver the vessel or the object of performance to us in a condition that allows the performance of work thereon, in particular gas free, cleaned, without hazardous cargo (goods, materials, etc.) and in accordance with all applicable safety requirements,

at the agreed place (slipway/pier) and at the agreed time in a manner to allow immediate commencement of the works.

Upon berthing of the vessel at our pier, measurements of all relevant tanks shall be carried out without undue delay, and the recorded values shall be documented and confirmed by both parties. Such records shall be final and binding for all purposes.

From the moment of such confirmation, we shall bear no liability whatsoever for any discrepancies, losses, shortages or changes in the measured values, quantities or conditions, regardless of cause, including but not limited to evaporation, leakage, contamination, handling, transfer operations, actions or omissions of the crew, the customer, or any third parties.

This exclusion of liability shall apply for the entire duration of the stay of the vessel or the object of performance within our premises, irrespective of whether the vessel is berthed at the pier, lifted and placed in a covered hall, positioned on a lay-up lane, or otherwise handled, stored or moved within our premises, and shall remain in full force and effect until the moment the customer removes the vessel from our premises.

The customer shall remain solely responsible for monitoring, always securing and maintaining the condition and contents of all tanks and systems on board.

Upon completion of the work, the customer must remove the ship from, or pick up the object of performance at, the place of performance. If the customer does not provide the ship or the object of performance in a condition allowing the performance of work thereon, or not at the agreed time, we are entitled to refuse taking delivery of the ship or of the object of performance and/or to charge the costs incurred thereby to the customer.

10. Acceptance

10.1 The customer must take receipt of or accept the performance in any event upon the completion thereof, but no later than immediately upon our request. Receipt/acceptance shall be deemed to have occurred at the latest upon the customer using the ship or the object of performance.

10.2 Upon acceptance, the customer must remove the ship/the object of performance without undue delay. If the customer fails to comply with our request to remove the ship within the prescribed time despite having been given a reminder setting a reasonable deadline and warning of the consequences, we shall be entitled, at the customer's risk and expense, to remove and relocate the ship, or to store it at the customer's risk and expense. We shall further be entitled to charge reasonable storage fees, handling costs, and any additional costs incurred, including costs resulting from the blockage of dock, berth, or lifting capacity.

10.3 If the customer fails to accept the performance within the prescribed time despite having been given a reminder setting a reasonable deadline, we shall be entitled to rescind the contract and to claim damages, at our option:

(i) in the amount of the actual loss suffered (including, but not limited to, loss of profit, idle time, and loss or blockage of dock, berth or lifting capacity); or

(ii) without proof of loss, in the amount of 10% of the agreed contract price as liquidated damages.

The foregoing shall be without prejudice to our right to claim higher damages upon proof.

The customer shall retain the right to prove that we have suffered no loss or only a significantly lower loss.

10.4 In cases where testing or a trial run is planned, the customer shall provide the crew of the ship as well as any consumables, materials and other supplies required for the implementation of testing or of the trial run. For the duration of testing or of the trial run, the customer shall assume the nautical responsibility, the risk of errors in operation by the ship's crew or other agents employed in the performance of the customer's obligation, as well as the risk of accidental loss or accidental deterioration of the ship or the object of performance.

11. Assignment / Set-off / Retention

11.1 The customer is not entitled to assign any claims or rights it may have against us to third parties without our prior written consent.

11.2 The customer may only set-off such claims against our claims as are uncontested or have been established as final and binding and no longer subject to ordinary legal remedies.

11.3 The customer may assert a right of retention only to the extent its claim is based on the same contractual relationship.

12. Place of Performance and Passing of Risk

12.1 The place of performance for our deliveries and services shall be the place of service performance/ our shipyard unless another place of performance has been agreed upon in any individual contract. If we provide deliveries to EU Member States, the customer must provide its VAT identification number as well as all other information required for the management of the contract without delay.

12.2 Subject to the provisions of paragraph 10.4 hereof, the risk of accidental loss or accidental deterioration of the performance shall pass to the customer upon acceptance. Should the performance be handed over prior to acceptance (e.g. for the purpose of a trial run), the risk of accidental loss or accidental deterioration shall pass to the customer at that time. Should the acceptance be delayed for reasons for which the customer is responsible, the risk of accidental loss and accidental deterioration of the performance shall pass to customer on the day on which notice of readiness for acceptance is made to the customer.

12.3 An insurance against damage to or loss of goods in transit, breakage or other risks will be taken out by us for the customer only upon the customer's express request and on its behalf and its expenses, with us being included in the insurance policy as a co-insured party.

12.4 We are not responsible for any damage not caused by us or the agents employed by us in the performance of our obligations, regardless of the time when the damage occurs, unless any of the events mentioned in paragraph 15.4 hereof has occurred.

13. Reservation of Title

13.1 We reserve title to all goods delivered and/or installed by us ("Conditional Goods") until full satisfaction of all claims arising from the respective contract and related business transactions with the customer, regardless of the legal basis thereof, whether existing at the time of conclusion of the contract or arising in the future.

13.2 The customer is entitled to resell, process, mix or combine and subsequently sell the Conditional Goods in the ordinary course of business. The customer shall not be entitled to pledge the Conditional Goods or transfer ownership thereof by way of security. The customer must promptly notify us in writing of any attachment, seizure or any other interference by third parties.

13.3 Any processing or refashioning of the Conditional Goods shall be carried out on our behalf. If the Conditional Goods are combined or mixed with other goods not belonging to us, we shall acquire co-ownership of the new product in proportion to the invoice value of the Conditional Goods relative to the total value of the new product at the time of processing. The resulting products shall be deemed to be Conditional Goods within the meaning of this clause.

13.4 The customer hereby assigns to us, by way of security, all claims and ancillary rights arising from the resale of the Conditional Goods, including any claims against third parties and insurers. If the Conditional Goods are sold together with other goods not belonging to us, the assignment shall apply only in the amount of the invoice value of the Conditional Goods. Such assignment shall not constitute a deferral of our payment claims against the customer.

13.5 The customer shall remain entitled to collect the assigned claims in the ordinary course of business. We reserve the right to collect such claims ourselves if the customer is in default of payment, if insolvency proceedings are initiated or applied for, or if the customer suspends payments. In such case, the customer shall promptly provide us with all necessary information and documentation and shall notify the relevant debtors of the assignment.

13.6 The customer shall handle the Conditional Goods with due care, maintain them in proper condition, and insure them against customary risks for their full value. Where reasonably possible, the customer shall store the Conditional Goods separately and mark them as our property.

13.7 In the event of a breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to repossess the Conditional Goods. For this purpose, the customer shall grant us access to the Conditional Goods and to all relevant premises. The repossession of the Conditional Goods shall not constitute a withdrawal from the contract unless expressly declared.

13.8 To the extent that the Conditional Goods are installed in, attached to, or otherwise form part of a vessel or other object, the customer shall ensure that our ownership rights are preserved and shall not transfer ownership of such vessel or object free of our rights before full payment has been made.

13.9 Upon the customer's request, we shall release the securities to the extent that the realizable value of the securities exceeds our secured claims by more than 15%, provided that the selection of the securities to be released shall be at our discretion.

13.10 We shall have the right to retain possession of the vessel and any other property of the customer in our custody until all claims arising from the contractual relationship have been fully satisfied. This right of retention shall extend to all claims, including claims for work performed, storage, lifting, docking, and any ancillary services. We shall further be entitled, upon prior notice, to refuse the release of the vessel and, where permitted by applicable law, to realize the retained property in order to satisfy our claims.

14. Defects

14.1 The customer must notify us of any defect in writing immediately upon its discovery. Subject to paragraph 15.4 hereof, we are not liable for the aggravation of defects occurring due to late notice of defects.

14.2 The customer must first provide us the opportunity to rectify the defect within reasonable time, which, at our choice, may be through elimination of the defect, the delivery of an item free from defects, or the production of a new item.

14.3 The vessel or the object of performance must be made available to us for the purpose of rectification of defects at the place of performance specified in paragraph 12.1 hereof. If this is economically inefficient, the customer may have the work done by another shipyard ("Third-Party Shipyard"); provided that the customer notifies us in a timely manner, i.e. prior to the commencement of the work, has given us the opportunity to inspect the defect, and observes our directives for the purpose of limiting the costs. In this case, we shall reimburse the customer for all expenses proven necessary for such work.

14.4 The customer's claims for reimbursement of expenses incurred for the facilitation of rectification including but not limited to the cost of making the vessel or the object of performance available at the place of performance specified in paragraph 12.1 hereof, shall be excluded.

14.5 In cases of notified defects, we are obligated to rectify the defect only after the customer has paid a portion of the contract price that is deemed reasonable considering the notified defect.

14.6 If rectification finally fails, or if such rectification cannot be reasonably expected to be acceptable to us or the customer, or if rectification is associated with disproportionate costs/time/effort and is, for this reason, refused by us, the customer may, subject to statutory requirements, rescind the contract or reasonably reduce the remuneration without prejudice to claims for damages that the customer may otherwise have.

14.7 Upon our request, the property of replaced parts shall pass to us.

14.8. Unless agreed otherwise with the customer in individual cases, all claims of the customer against us regarding defects shall become time-barred upon the expiration of 12 months commencing upon passing of risk. This period of limitation, however, shall not apply if and to the extent the defect was maliciously concealed and/or any of the liability events specified under paragraph 15.4 hereof apply.

14.9 Our obligation for payment of damages shall be governed by paragraph 15.4 hereof. Subject to paragraph 15.4 hereof, any claims and rights of the customer in connection with defects shall be null and void if the items delivered or services performed are altered, treated, processed, or handled, repaired, maintained or serviced improperly by the customer or third parties not authorized by us, and for defects that are based on natural wear and tear.

14.10 The provisions above do not provide for a reversal of the burden of proof at the customer's disadvantage.

15. Damages / Liability

15.1 The customer shall be responsible for safeguarding its vessel, cargo and all items provided by the customer, including but not limited to providing adequate watchkeeping, compliance with all applicable safety rules and regulations (including accident prevention regulations), and ensuring that its personnel and any third parties acting on its behalf comply with such obligations.

The customer shall further be responsible for all necessary protective measures, including but not limited to draining of piping systems, frost protection, and proper mooring of the vessel.

Where hazardous work is performed on board, the customer shall ensure appropriate supervision to maintain compliance with all applicable safety requirements and standards of due care.

The customer shall immediately notify us in writing of any imminent danger or risk. The customer shall always ensure adequate lighting and safe access to the vessel.

15.2 Subject to paragraph 15.4, we shall not be liable for any damage resulting from incorrect docking plans, incorrect drawings or other documents provided by the customer, nor for any lack of stability, seaworthiness, or improper condition of the vessel.

The customer shall expressly notify us in writing of any special circumstances affecting the stability or seaworthiness of the vessel which may create a risk of damage, even where the work is performed in accordance with professional standards.

15.3 Where objects are placed in our custody, we reserve the right to charge the customer storage fees and other related costs, including costs arising from occupation or blockage of dock, berth, or lifting capacity, based on rates that are reasonable and customary at the place of performance.

15.4 Any liability for damages not expressly provided for in this Agreement or in the individual contract shall be excluded, except where such liability arises from mandatory statutory provisions, including the Product Liability Act, intent or gross negligence of our executive bodies or senior management, injury to life, body or health, or the breach of essential contractual obligations.

Essential contractual obligations are those obligations whose fulfilment is a prerequisite for the proper execution of the contract and on which the customer may regularly rely.

This limitation of liability shall apply exclusively in business-to-business relationships.

15.5 In the event of a breach of essential contractual obligations, our liability shall be limited to the foreseeable damage typical for this type of contract.

Unless liability arises from wilful misconduct, gross negligence of senior management, or injury to life, body or health, our total liability shall in any case be limited to the net contract price of the contract or, where applicable, the affected part of the services, whichever is higher. Any liability for indirect damages, consequential damages, loss of profit, loss of use, loss of production, loss of charter hire, loss of business opportunity, or similar economic losses is excluded.

15.6 A breach of any of our obligations shall also be deemed to have occurred if committed by our duly authorised representatives or any persons engaged by us in the performance of our obligations.

15.7 To mitigate risks arising from the exclusions and limitations of liability set out above, the customer shall maintain appropriate insurance coverage for the duration of the works or while the vessel or object of performance is in our yard.

Such insurance shall include, at a minimum, hull and machinery insurance and protection and indemnity (P&I) insurance, extended to cover risks associated with ship repair, ship conversion, maintenance and related operations, including trials.

The customer shall ensure that such insurance includes a waiver of subrogation against us to the extent permitted by law and shall include our corporate bodies, employees and agents as additional insureds where possible.

15.8 Paragraph 14.10 shall apply accordingly.

15.9 Claims for damages shall become time-barred upon the expiration of twelve (12) months from the statutory commencement of the limitation period, provided that none of the liability events set out in paragraph 15.4 apply.

16. Access to our Premises and Performance of Work

16.1 Access to our premises, especially the area of the facilities itself is permitted to the customer, its agents, representatives or other authorized persons only during our regular working hours and subject to the observance of all laws, rules and regulations as well as our own rules, including but not limited to safety regulations and the work regulations. These persons must show proof of identity and their access to the ship, or the object of performance and/or the shipyard's facilities is restricted to the areas where parts for the vessel or the object of performance are made; otherwise, the access to other parts of the facilities is permitted only with our prior consent.

16.2 The customer is liable to us for any and all loss, damage or injury sustained by any of our employees or third parties, caused by persons acting on behalf of the customer or with the customer's consent who are at our premises in violation of paragraph 16.1 above, and the customer must hold us harmless against any claims of our employees or third parties.

16.3 As long as the vessel or the object of performance is on the facility site, no persons and entities other than those mandated by us shall be allowed to execute work on the vessel or the object of performance without our prior written consent. The customer must notify us in a timely manner and in writing of any work the customer wishes to have done by the vessel's crew or third parties. Such work is performed at the exclusive risk and responsibility of the customer.

16.4 All facilities and areas of the vessel or of the object of performance not worked on by us must be protected by the customer against accident hazards. Where work is performed in holds, the hatch covers of such holds must be removed and stored by the customer in an accident-proof manner prior to the commencement of work.

16.5 All scrap (replaced parts, substances, etc.) removed in the course of the work shall, at our option, become our property without compensation. In derogation hereof, the customer must dispose of all toxic substances and hazardous waste at its own expense and without delay, unless such disposal by us is expressly included in our contractual performance.

17. Jurisdiction / Applicable Law

17.1 Further mutual rights and obligations not regulated by the contract or herein are regulated by the Commercial Code of the Slovak Republic as amended and by other generally binding legal regulations of the Slovak Republic, in the given order.

17.2 Parties shall try to solve potential disputes by mutual agreement. Should the parties fail to settle their disputes by out of-court settlement the Parties agree that all disputes arising in connection to the contract including disputes over its validity, interpretation or termination/annulment shall be settled before the competent court of the seat of SAM INDUSTRIES a. s. pursuant to the Act no. 160/2015 Z.z. Civil Dispute Settlement as amended.

18. Severability

18.1 Should any of the provisions contained in a contract of which these General Terms and Conditions form an integral part, be or become invalid, the remaining provisions shall remain unaffected thereby.

18.2 In the place of that invalid provision, we shall agree on a provision with the customer that matches fully – or if this is not legally possible – to the closest possible extent the economic purpose of the invalid one in a legally effective manner.

These GTC are valid and effective as of April 1, 2026.