

**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES
of 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 THE SUPPLY OF SERVICES (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 services; the provision of the CONTRACT that differ from these GTC take priority over these GTC.

1. DEFINITIONS

The terms defined below have the following meaning:

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

The GTC are an integral part and are binding on the SUPPLIER if the CUSTOMER AND SUPPLIER agree in the CONTRACT to be governed by the GTC with a reference to the GTC in the ORDER, which are available on the website www.samindustries.sk or by attaching the GTC to the ORDER. The SUPPLIER confirms acceptance and binding nature of the GTC by signing the CONTRACT..

ORDER

The SUPPLIER's proposal addressed to the CUSTOMER for the conclusion of the CONTRACT for the supply of SERVICES, signed by the authorized representative of the CUSTOMER, where these GTC are an integral part of the proposal.

CONTRACT

CUSTOMER'S ORDER for the supply of SERVICES, the integral part of which are these GTC.

According to CONTRACT, the SUPPLIER undertakes to supply to the CUSTOMER the SERVICES specified in the ORDER and the CUSTOMER undertakes to pay the PRICE for the properly supplied SERVICES.

CUSTOMER

means 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 stated in the header of the ORDER.

SUPPLIER

means the company or party who accepted the CUSTOMER'S ORDER for supply of SERVICES. SUPPLIER is in the ORDER also referred as contractor.

PARTIES

SUPPLIER and CUSTOMER together.

PRICE

The price of the SERVICES listed in the ORDER.

SERVICES

Activities, SERVICES specified in the ORDER. Service is also understood as a set of activities resulting in a work/sub-work/order carried out in accordance with the ORDER.

2. ACCEPTANCE (CONFIRMATION) OF THE ORDER - CONCLUSION OF THE CONTRACT

- 2.1 Unless otherwise stated in the ORDER, the SUPPLIER shall confirm in writing the ORDER (CONTRACT proposal), of which these GTC are integral part, within 2 business days from the date of delivery of the ORDER to the SUPPLIER.
- 2.2 The timely acceptance of the CONTRACT proposal (ORDER) will take effect at the moment when the SUPPLIER's consent to the content of the proposal is delivered to the CUSTOMER - the return of one copy of the ORDER signed by the authorized representatives of the SUPPLIER.
- 2.3 The CONTRACT is concluded at the time of the acceptance of the CONTRACT proposal.
- 2.4 Acceptance of the CONTRACT proposal submitted to the CUSTOMER after expiration of 2 business days from the delivery of the ORDER to the SUPPLIER shall be considered as a timely acceptance of the CONTRACT only if the CUSTOMER notifies the SUPPLIER without undue delay upon its delivery to the CUSTOMER.
- 2.5 Additions, reservations, restrictions or other changes, or contractual terms and conditions contained in the acceptance of the CONTRACT proposal (ORDER) or in the SUPPLIER's price offer do not apply to the CONTRACT and are invalid and ineffective for the PARTIES, unless the CUSTOMER has expressly agreed to them or their parts in writing..
- 2.6 If the SUPPLIER supplies the SERVICES in accordance with the ORDER and with the prior consent of the CUSTOMER without having previously confirmed in writing the ORDER to the CUSTOMER or upon acceptance of the CONTRACT proposal (ORDER) pursuant to point 2.5 of these GTC, this shall be considered as acceptance of the CONTRACT proposal (ORDER) and of these GTC without reservation.

3. TIME OF DELIVERY, DELIVERY CONDITIONS

- 3.1 The delivery deadline is listed in the ORDER. Changing the date of performance is only possible based on a written agreement of the PARTIES or by changing the date in the ORDER.
- 3.2 The SUPPLIER undertakes to carry out contractual activities with workers with competence, with appropriate permissions to perform these activities and shall not provide any information on the nature of the activities of the CUSTOMER to others.
- 3.3 The CUSTOMER reserves the right to control compliance with the laws, internal and the General Binding HSE requirements for suppliers and their subcontractors.
- 3.4 The SUPPLIER is obliged to comply with and ensure compliance with principles of safety and health protection at work, fire protection and protection of the environment in accordance with valid legal regulations of the Slovak Republic, internal regulations of the CUSTOMER. This obligation applies to the performance of work by the SUPPLIER's own employees as well as by the employees of each of its subcontractors.

- 3.5 THE SUPPLIER undertakes to fulfil the subject of the CONTRACT within the scope of the principal activity independently without the use of a subcontractor. In case the SUPPLIER is unable to fulfil the scope of the CONTRACT within the scope of the main activity alone, one subcontractor may be involved, but only upon the written consent of the CUSTOMER. Breach of this obligation is considered to be a material breach of the CONTRACT.
- 3.6 THE SUPPLIER is entitled to use a direct subcontractor to supply the SERVICES if it is required due to the complexity of the work related to the provision of the SERVICES. The SUPPLIER is obliged to prevent the creation of another subcontracting chain. Breach of this obligation is considered to be a material breach of the CONTRACT.
- 3.7 THE SUPPLIER is obliged to report to the CUSTOMER the selected subcontractor for at least five (5) working days before starting to supply the SERVICES. The CUSTOMER reserves the right to reject the proposed subcontractor without giving any reasons. In the event of a subcontractor's refusal by the CUSTOMER, the SUPPLIER is not entitled to use the subcontractor.
- 3.8 The SUPPLIER bears full responsibility for the security of the personnel performing all activities to supply the SERVICES to the CUSTOMER.
- 3.9 The PARTIES shall make a written record of the handing over and receipt of the SERVICES.
- 3.10 The CUSTOMER is entitled to refuse to accept the SERVICES if the CUSTOMER detects any defects of the SERVICES upon delivery.
- 3.11 The SUPPLIER is responsible for the safety and health protection of its workers, resp. subcontractors and bears full responsibility for any damage incurred by the CUSTOMER through violation of the internal regulations of the CUSTOMER and/or the company SLOVNAFT, a.s., if the place of provision of the SERVICE is the registered office of the CUSTOMER or the premises of the company SLOVNAFT, a.s...
- 3.12 If the place of supply of the SERVICES is the seat of the company SLOVNAFT, a.s., in order to obtain permission to enter the premises of SLOVNAFT, a.s. the SUPPLIER is obliged to deliver to the SLOVNAFT's Department of Protection and Security, at least 3 working days before the required start date an application for the issue of an identification card ("IK") for the entry of persons and the entry of vehicles into the premises of SLOVNAFT, a.s.. The SUPPLIER undertakes to bear all costs related to its entry into the premises of SLOVNAFT, a.s. (eg entry instruction, issuance of an identification card for entry of persons and entry of vehicles into the premises). The SUPPLIER is obliged to pay these costs when entering the SLOVNAFT premises.
- 3.13 If the place of the supply of the SERVICES is the premises of SLOVNAFT, a.s., the SUPPLIER undertakes to supply the SERVICES in accordance with internal regulations of SLOVNAFT, a.s., including MGS and HSE requirements. The SLOVNAFT HSE requirements, internal regulations can be accessed by the SUPPLIER at SLOVNAFT's website <http://slovnaft.sk/sk/o-nas/centrum-contractors/sd-hse-contractants-contractors> and the current version of MGS at the web site (link) <http://slovnaft.sk/mgs>. The username and password to access MGS are stated in the ORDER. The SUPPLIER agrees to get acquainted with changes of HSE requirements and internal regulations of SLOVNAFT, a.s. The SUPPLIER also undertakes to inform its subcontractors with the changes of HSE requirements and internal regulations of SLOVNAFT, a.s. without undue delay. In case of violation of HSE requirements or internal regulations of SLOVNAFT, a.s. the CUSTOMER is entitled to charge the SUPPLIER with a contractual fine according to HSE requirements and internal regulations of SLOVNAFT, a.s..

4. PAYMENT TERMS

- 4.1 In case the obligations specified in the CONTRACT have been performed in accordance with the CONTRACT, the SUPPLIER is entitled to issue an invoice. The CUSTOMER shall pay the PRICE for the supplied on the basis of the invoice, which must have the details according to the valid Act no. 222/2004 Z.z. on value added tax as amended, and will be issued in accordance with the provisions of this Article.
- 4.2 The SUPPLIER undertakes to deliver the subject of performance properly and on time. The delivery and acceptance of the duly completed work of performance will be confirmed by the "Protocol on the delivery and acceptance of the duly completed work of performance", which will be signed by the authorized representatives of both PARTIES with the date indicated. This protocol will be an integral part of the final invoice.
- 4.3 In case of proper fulfilment of the contractual obligations, the SUPPLIER is obliged to issue the invoice for the performed SERVICES at the latest within 15 days from the creation of the tax obligation under the relevant legislation. If the ORDER contains several orders, the SUPPLIER is obliged to issue the invoice within 15 days of the tax liability occurring in the time of the last respective order.
- 4.4 The due date of the invoice listed on the ORDER begins to run from the date of delivery of the invoice to the CUSTOMER.
- 4.5 The SUPPLIER is obliged to send the invoice issued on the CUSTOMER's business name to the address for sending invoices: Roľníckej školy 1519, 945 25 Komárno (billing address), unless otherwise stated in the ORDER.
- 4.6 The CUSTOMER considers only the invoices sent to the billing address or to the address listed in the ORDER or delivered personally to the CUSTOMER's office.
- 4.7 The CUSTOMER's ORDER number shall always be indicated in the invoice submitted.
- 4.8 If the invoice does not comply with the provisions of the CONTRACT, or the formalities required under the applicable legislation and these GTC or the invoice will not be accompanied by all required documents, or if the other conditions for the issuance and payment of the invoice are not fulfilled, the CUSTOMER is entitled to return the invoice to the SUPPLIER and to ask in writing the SUPPLIER to remedy the deficiencies by issuing a new invoice. In such a case, the new invoice due date will begin to run from the date of delivery of the new invoice to the CUSTOMER.
- 4.9 The CUSTOMER shall bear the charges of the CUSTOMER's bank. Any other costs to be charged by any other (corresponding and beneficiary) bank participating in the transaction shall be borne by the SUPPLIER.
- 4.10 In the event of the CUSTOMER's delay in paying the invoiced amount within the originally agreed or extended invoice due date, the SUPPLIER is entitled to demand from the CUSTOMER interest on the amount for which the payment was delayed, for the period of delay (from the due date to the date of payment itself) in the amount of 1 monthly EURIBOR p.a. rate valid on the first business day of the month in which the delay began. Interest on the delay will be calculated based on the actual days of delay and a 360-day year. If the quotation of the 1-month EURIBOR rate is negative, the PARTIES shall apply a rate of 0.02% p.a.. In cases where the invoice was issued in other currencies, the following rates shall apply: USD – 1-month LIBOR rate p.a., HUF – 1-month BUBOR rate p.a., CZK – 1-month PRIBOR rate p.a., PLN – 1-month WIBOR rate p.a..
- 4.11 If, based on agreement with the CUSTOMER, the SUPPLIER shall deliver the necessary documentation or part thereof after delivery of SERVICES and the SUPPLIER already issued the invoice and delivered it to the CUSTOMER, the CUSTOMER

is entitled to withhold the payment of its financial obligations until delivery of all the documentation (in particular the design, technical, certificates etc.) required according to the nature of the SERVICES or according to legal and technical standards or according to the agreement of the PARTIES. Such detention of funds will not be considered as delay of the CUSTOMER with the payment of the invoiced amount.

- 4.12 If the CUSTOMER, within the maturity period of the invoice, finds that the SERVICES have defects, the CUSTOMER is entitled not to pay the invoice properly and in time until the SUPPLIER properly removes the defects of the SERVICES. In the event of such withheld payment of the invoice, the CUSTOMER is not in delay.
- 4.13 The CUSTOMER is entitled to set-off the amount of matured liability to any of its payment obligations towards the SUPPLIER originating from the CONTRACT or other legal relationship and to inform the SUPPLIER on this set-off at the same time.
- 4.14 The SUPPLIER declares that, as of the date of signing the CONTRACT, he is not registered/published in the relevant list of persons maintained by the Financial Directorate of the Slovak Republic pursuant to Section 69, paragraph 15 of the applicable Value Added Tax Act and/or he has no grounds for cancellation of registration pursuant to Section 81, paragraph 4, letter b) of the applicable Value Added Tax Act. If he is included in this list and/or if grounds for cancellation of registration pursuant to the applicable Value Added Tax Act arise, he is immediately obliged to inform the CUSTOMER of this fact in writing. In the event of the above-mentioned declaration being untrue or breach of the above-mentioned obligation, the CUSTOMER is entitled to claim compensation from the SUPPLIER for damage caused to the CUSTOMER in connection with the occurrence of liability for value added tax pursuant to Section 69, paragraph 14 of the applicable Value Added Tax Act, including the tax paid based on the decision of the SUPPLIER's tax office. In the event that the SUPPLIER is included in the above-mentioned list, the CUSTOMER is entitled to withdraw from the CONTRACT. In such a case, the CUSTOMER is also entitled to withhold the amount corresponding to the VAT value from the invoiced amount until the SUPPLIER ceases to be registered/published on the aforementioned list. The CUSTOMER may also pay the amount corresponding to the VAT value to a special account directly to the tax administrator instead of to the SUPPLIER's account, if required by the legal regulations of the Slovak Republic.
- 4.16 The SUPPLIER declares that on the date of signing CONTRACT there is no tax arrears against the Financial Administration of the Slovak Republic.
- 4.17 Payment obligation of the CUSTOMER is considered to be settled by the day its bank account is debited.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The SUPPLIER expressly guarantees and warrants that the SERVICES will be delivered in accordance with the conditions specified in the CONTRACT and that they will meet requirements agreed in the CONTRACT.
- 5.2 The SUPPLIER is responsible for the defects in the performance of the SERVICES which exist at the time of its delivery to the CUSTOMER and is fully liable for any damages incurred as a result of the SERVICES performed/supplied with defects.
- 5.3 The SUPPLIER undertakes to perform the SERVICES in a quality corresponding to the purpose of the CONTRACT, the legal regulations and the technical standards. SERVICES performed within the MOL Group companies must also qualitatively meet the requirements defined in the internal management acts and the MGS MOL Group
- 5.4 Complaints of the supplied/provided SERVICES must be delivered in writing (letter, email) to the SUPPLIER.
- 5.5 The responsible staff of the CUSTOMER is entitled to file the complaints of the CUSTOMER.
- 5.6 The SUPPLIER is responsible for damages incurred by the CUSTOMER due to non-observance of the contractual terms and infringement.
- 5.7 The SUPPLIER undertakes to commence rectifying deficiencies without undue delay at his own expense, but not later than 24 hours following the receipt of the CUSTOMER's notice and to eliminate the defects of the SERVICES in the shortest possible technical time.
- 5.8 The SUPPLIER shall perform the SERVICES with professional quality assurance.
- 5.9 Unless otherwise provided in the ORDER, the SUPPLIER provides a guarantee for the quality of the SERVICES, while the warranty period must correspond to the length prescribed by the law, but it shall not be shorter than two (2) years from the date of taking over the SERVICES provided by the CUSTOMER. The above does not apply to construction work and the delivery of project documentation, where the warranty period expires 60 (sixty) months from the date of receipt of the SERVICE by the CUSTOMER.

6. CONTRACT VIOLATION, PENALTIES, LIABILITY

- 6.1 The CUSTOMER shall be entitled to a contractual penalty and to damages in full in case of:
- a) delayed performance;
 - b) non-compliance (contravention of the CONTRACT);
 - c) if the CUSTOMER, in accordance with the law or agreed terms and conditions, cancels its ORDER for reasons on the SUPPLIER's side, ie. withdraws from the CONTRACT;
 - d) if the SUPPLIER fails to begin the removal of defects without undue delay;
 - e) if the SUPPLIER is in delay with removal of defects for which it is responsible;
 - f) if the SUPPLIER knows in advance that it will not be able to execute its performance in accordance with the content of the CONTRACT (delayed performance, defective performance or non-fulfilment) and fails to inform the CUSTOMER without undue delay;
 - g) if, for any reason, the SERVICES provided by the SUPPLIER are not in accordance with the CONTRACT (except in the previous cases).
- 6.2 The payment of the contractual penalty does not relieve the SUPPLIER from the obligation to fulfil the obligation of providing the SERVICES listed in the ORDER.
- 6.3 Acceptance of performance from the SUPPLIER that is not in conformity with the CONTRACT shall in no circumstances mean the waiver of any claim by the CUSTOMER under the law or the CONTRACT.
- 6.4 In the event of delayed performance, the SUPPLIER undertakes to perform its obligation immediately, but no later than within the period specified by the CUSTOMER. If the SUPPLIER fails to perform its obligation even within such additional period, the CUSTOMER is entitled to ensure performance at the SUPPLIER's expense.
- 6.5 The basis for the calculation of the contractual penalty is the total contract PRICE of SERVICES excluding VAT. Method of calculating the contractual penalty:
- (a) in the case of delayed performance, the amount of the contractual penalty for each commenced day of delay is 0.5% of the total PRICE of the SERVICE,

- b) if the SUPPLIER fails to comply with the CONTRACT, the amount of the contractual penalty is 20% of the total PRICE,
 - c) if the CUSTOMER, in accordance with the law or the agreed terms and conditions, cancels its ORDER for reasons on the SUPPLIER's side, withdraws from the CONTRACT, the amount of the contractual penalty is 20% of the total PRICE of the SERVICE,
 - d) if the SUPPLIER fails to start with removal of detected defects within the time limit according to clause 5.7 of these GTC without undue delay, the amount of the contractual penalty is 0.5% of the total PRICE of the SERVICE,
 - e) if the SUPPLIER is in delay with the removal of defects for which it is responsible, the amount of the contractual penalty is 0.5% of the total PRICE of the SERVICE,
 - f) should the SUPPLIER be reasonably able to foresee that its performance will not be in conformity with the CONTRACT (late or faulty delivery or non-delivery), and fails to communicate it to the CUSTOMER, the CUSTOMER shall be entitled to claim a penalty for this failure that equals to 20 % of the total PRICE of the SERVICE,
 - g) if for any reason the performance provided by the SUPPLIER is not in compliance with this CONTRACT, the amount of the contractual penalty is 5% of the total PRICE of the SERVICE.
- 6.6 The CUSTOMER is entitled, in addition to the contractual penalty, to claim compensation for damage exceeding the agreed contractual penalty.
- 6.7 The SUPPLIER is obliged to pay the contractual penalty and/or compensation for damage in accordance with this Article within 14 days following issuance of the invoice. The billing is done on the basis of an invoice that will not be considered a VAT invoice. The SUPPLIER's payment obligation for payment of the contractual penalty is fulfilled on the date of assignment of the due amount to the CUSTOMER's account.
- 6.8 If the SUPPLIER violates its non-disclosure obligations set out in the Article 9 of these GTC, it shall pay penalty amounting to 20,000 EUR.
- 6.9 If the SUPPLIER draws up an invoice that does not meet the requirements of the applicable regulations and the CUSTOMER will be fined or other penalties will be imposed (for example, the non-recognition of VAT deduction, VAT clearance, etc.) by the financial authorities of the Slovak Republic, the CUSTOMER is entitled to invoice the SUPPLIER penalty of the amount of the fine or other penalties thus imposed and the SUPPLIER is obliged to pay such an invoice to the CUSTOMER.
- 6.10 If the SUPPLIER, its employees, resp. other persons who have been entrusted by the SUPPLIER with the fulfilment of the contractual obligations have demonstrably repeatedly committed an offense against the SLOVNAFT, a.s. controlling acts, the CUSTOMER is entitled to withdraw from the CONTRACT and to fully seek compensation for such damages caused to the CUSTOMER.
- 6.11 The SUPPLIER is obliged to compensate damage caused to the CUSTOMER by the breach of its contractual obligations.

7. TERMINATION OF THE PURCHASE CONTRACT

- 7.1 The CONTRACT may be terminated by written agreement of the PARTIES.
- 7.2 Contractual relationship concluded for a fixed period ends with the expiry of the agreed period.
- 7.3 The CUSTOMER is entitled to cancel the CONTRACT with immediate effect without giving any reason based on written notice of withdrawal and without any liability for indemnification thereof and / or lost profits, unless otherwise agreed in the ORDER, by registered letter with acknowledgment of receipt sent to the address of the SUPPLIER's premises, the effects of which will occur on the date of delivery to the SUPPLIER.
- 7.4 The CUSTOMER is entitled to terminate the CONTRACT without obligation to pay damages to the SUPPLIER in particular if:
- a) the SUPPLIER violates its non-disclosure obligations according to Article 9 of these GTC , or
 - b) representation or behaviour/action of the SUPPLIER damages CUSTOMER's reputation, business trustworthiness, or
 - c) the SUPPLIER fails to supply the SERVICES in the time set out in the CONTRACT and the CUSTOMER is not interested in delivery with a delay, or
 - d) the SUPPLIER repeatedly or materially violates its contractual obligations not referred to in the above, or
 - e) the SUPPLIER is insolvent, he filed for bankruptcy, bankruptcy proceedings have been filed against his assets, or a bankruptcy proceedings have been closed for lack of SUPPLIER's assets or liquidation proceeding has been initiated against SUPPLIER.
- 7.5 The SUPPLIER is entitled to terminate the CONTRACT as in case of substantial breach of the CONTRACT and the CONTRACT expires on the date of delivery of the withdrawal to the CUSTOMER if:
- a) the CUSTOMER is in delay with the payment of the SUPPLIER's invoice for more than 30 days after the maturity date, or
 - b) the CUSTOMER is insolvent, he filed for bankruptcy, bankruptcy proceedings have been filed against his assets, or a bankruptcy proceedings have been closed for lack of CUSTOMER's assets or liquidation proceeding has been initiated against BUYER.
- 7.6 In case of termination with immediate effect (termination), the PARTIES shall settle with one another all obligations and receivables arisen until the effective date of the withdrawal within 30 days from the day when the withdrawal becomes effective.
- 7.7 The document containing the termination or withdrawal shall be delivered to another PARTY by registered mail with acknowledgement of receipt. If the PARTY to whom the notice of cancellation is designated and sent does not accept this for any reason, the termination is deemed to have been delivered on the 5th day of its dispatch even if the addressee did not learn about delivery. If the addressee refuses to accept the notification of termination, it is deemed to have been received on the date when the takeover was rejected.
- 7.8 Termination of CONTRACT does not prejudice the claim for damages (arising from a breach of CONTRACT), contractual provisions relating to the choice of law, dispute settlement of the PARTIES, the contractual penalty and other contractual provisions, which, according to the expression of intentions of the PARTIES or because of their nature, shall continue after the termination of the CONTRACT.

8. FORCE MAJEURE

- 8.1 It is not qualified as breach of CONTRACT, if any/either of the contracting parties cannot perform its contractual obligations due to reasons beyond the control of any of the PARTIES (force majeure). Circumstances to be considered as force majeure shall mean unforeseen events that cannot be prevented by human efforts (e.g. war, earthquake, flood, fires, terrorist attack,

etc.), are beyond the control of the PARTIES and directly hamper the given PARTY's ability to perform its contractual obligations. Upon request of the other PARTY, the affected PARTY shall present a certificate on the existence of force majeure issued by authorities or by the interest representation organization of the country of origin.

- 8.2 Unless otherwise agreed by the PARTIES in writing, contractual deadlines shall be extended in proportion to the duration of force majeure. If the period of force majeure exceeds thirty (30) days, either of the PARTIES shall be entitled to terminate the CONTRACT with immediate effect.
- 8.3 Before termination of the CONTRACT the PARTIES shall conduct negotiations on the possible amendment of the CONTRACT. If such negotiations are not successful within ten (10) days, either of the PARTIES shall be entitled to terminate the PURCHASE CONTRACT with immediate effect.
- 8.4 The PARTIES shall, without any delay, notify one another in writing of the threat or the occurrence of any force majeure situation and its expected duration. Damages deriving from late notification of the threat or the occurrence of force majeure shall be borne by the PARTY liable for such late notification.

9. NON-DISCLOSURE AND CONFIDENTIALITY CLAUSE

- 9.1 The PARTIES agree that all data, facts – in particular, but not limited to the existence of the CONTRACT and its contents – associated with the other PARTY and its activities received or obtained at any time, in any manner by one PARTY including but not limited to in connection with the conclusion and performance of the CONTRACT, shall be considered as business secret. The PARTIES shall not disclose or made accessible such information and facts to third parties or use for purposes other than performing the CONTRACT.
- 9.2 This provision shall not apply to the provision of information by the CUSTOMER to its legal and tax advisors and auditors who are either bound by a general professional duty of confidentiality established or imposed by law or are obliged to maintain confidentiality based on a written agreement with the CUSTOMER..
- 9.3 The obligation of non-disclosure shall not apply to information which:
- a) is in the public domain, or – due to a reason other than the act or omission of the receiving party – subsequently becomes publicly known, or
 - b) was provably in the possession of the receiving party prior to the effective date of the CONTRACT, or
 - c) the receiving party acquired from a third party who is not under a confidentiality obligation vis-à-vis the party concerned by such information, or
 - d) is to be made public or disclosed pursuant to the law, stock exchange regulation or authority order, to the extent such disclosure is legally required.
- 9.4 The SUPPLIER undertakes to commit its subcontractors with a confidentiality obligation in accordance with this Article.
- 9.5 The termination of the CONTRACT, for whatever reason, shall not affect the present confidentiality obligation, which lasts even after termination of the CONTRACT.

10. FINAL PROVISIONS

- 10.1 The SUPPLIER may only be entitled to refer to the CONTRACT or its cooperation with the CUSTOMER upon CUSTOMER's prior and express consent in writing. The CUSTOMER is entitled to revoke its prior consent at any time in writing without giving any reason.
- 10.2 The CUSTOMER is entitled to transfer/assign the CONTRACT in whole or in part or specific rights, obligations or claims set out in the CONTRACT to a third party, provided that prior notice is given to the SUPPLIER. By the acceptance of the ORDER, the SUPPLIER irrevocably approves any such transfer/assignment.
- 10.3 The SUPPLIER is not entitled to transfer/assign the CONTRACT in whole or in part or specific rights, obligations or claims set out in the CONTRACT to a third party without CUSTOMER's prior and express consent in writing.
- 10.4 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.
- 10.5 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 local court of the seat of the defendant pursuant to the Act no. 160/2015 Z.z. Civil Dispute Settlement as amended.
- 10.6 Change of company registration data, in particular, registered seat, representative, bank account number, account-holder bank, including change of organisation responsible for the conclusion and performance of the CONTRACT, or contact details should not qualify as amendment of the CONTRACT. Such changes shall be communicated by the affected PARTY to the other PARTY in a duly signed official letter no later than 10 days prior to the change or within 10 days following the occurrence (registration) thereof. In the event that the SUPPLIER fails to comply with the notifying obligation and the CUSTOMER will therefore suffer damage, the SUPPLIER hereby undertakes to compensate the CUSTOMER for the damage incurred.
- 11.7 The CUSTOMER reserves the right to change GTC; the changes are effective on the date of their publication on the CUSTOMER's website. Legal relationships arising from contracts that have entered into force prior to the disclosure of changes are governed by the provisions of the present GTC.
- 11.8 The special conditions in the ORDER take precedence over the provisions of these GTC. If there is a discrepancy between the GTC and the conditions specifically agreed, the specially agreed terms are decisive.
- 11.9 These GTC apply exclusively. Deviating business conditions of the SUPPLIER are not effective against the CUSTOMER and don't apply to the CONTRACT even though it has announced its own, different business conditions to the CUSTOMER, or if these conditions are printed on the SUPPLIER's documents, in particular in its pricing proposal or in ORDER confirmations.
- 11.10 The new wording of the GTC shall be published by CUSTOMER on its web site including the date from which they come into effect.
- 11.11 These GTC are valid and effective as of April 7, 2025.