

## **GENERAL TERMS AND CONDITIONS OF PURCHASE 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 OF PURCHASE (hereinafter: "**GTCP**") for the purchase of GOODS in order to determine the terms of the PURCHASE CONTRACT of which these GTCP form an integral part and their repeated use in the purchase of GOODS; the provision of the PURCHASE CONTRACT that differ from these GTCP take priority over these GTCP.

### **1. DEFINITIONS**

The terms defined below have the following meaning:

#### **GENERAL TERMS AND CONDITIONS OF PURCHASE**

The GTCP are an integral part and are binding on the SELLER if the BUYER AND SELLER agree in the PURCHASE CONTRACT to be governed by the GTCP with a reference to the GTCP in the PURCHASE ORDER, which are available on the website [www.samindustries.sk](http://www.samindustries.sk) or by attaching the GTCP to the PURCHASE ORDER. The SELLER confirms acceptance and binding nature of the GTCP by signing the PURCHASE CONTRACT.

#### **PURCHASE ORDER**

The BUYER's proposal addressed to the SELLER for the conclusion of the PURCHASE CONTRACT for the delivery of GOODS, signed by the authorized representative of the BUYER, where these GTCP are an integral part of the proposal.

#### **PURCHASE CONTRACT**

BUYER'S PURCHASE ORDER for the supply of GOODS, the integral part of which are the GTCP.

The PURCHASE CONTRACT is governed by the provisions of § 409 et seq. of Act no. 513/1991 Coll. Commercial Code as amended. According to PURCHASE CONTRACT, THE SELLER undertakes to deliver to the BUYER the GOODS specified in the PURCHASE ORDER and to transfer to the BUYER the ownership of the GOODS and the BUYER undertakes to pay the PURCHASE PRICE for the properly delivered GOODS.

#### **BUYER**

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 PURCHASE ORDER. BUYER is in the PURCHASE ORDER also referred as CUSTOMER.

#### **SELLER**

means the party who is obliged to supply the GOODS to BUYER in line with the PURCHASE CONTRACT. SELLER is in the PURCHASE ORDER also referred as contractor.

#### **PARTIES**

SUPPLIER and CUSTOMER together.

#### **PURCHASE PRICE**

The counter value of the GOODS listed in the PURCHASE ORDER in the specified currency and the amount specified in the PURCHASE ORDER. PURCHASE PRICE includes all costs of the SELLER related to the delivery of the GOODS to the BUYER. Unless otherwise agreed by the PARTIES, PURCHASE PRICE also includes the cost of packaging, delivery to the place of delivery / destination, insurance and all other costs, including possible import license costs.

#### **GOODS**

Movable item specified by the description and ordered quantity listed in the PURCHASE ORDER. If the GOODS fall under the scope of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter: "**REACH Regulation**") SELLER warrants to fulfil all compulsory obligations as prescribed in REACH Regulation in line with the applicable deadlines set out in the regulation. SELLER shall supply the GOODS to BUYER in compliance with REACH Regulation.

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

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

### **3. TIME AND PLACE OF DELIVERY, DELIVERY CONDITIONS**

- 3.1 The delivery deadline is listed in the PURCHASE ORDER. Changing the date of delivery is only possible after written agreement of the PARTIES. SELLER is entitled to deliver the GOODS before the specified delivery deadline only based on written consent of the BUYER.
- 3.2 Particular place of destination / delivery is specified in the PURCHASE ORDER, according to Incoterms 2020. If the PURCHASE ORDER does not specify these delivery terms, SELLER shall ask the BUYER to determine the place of delivery. If the place of delivery of the GOODS is the seat of SLOVNAFT, a.s., in order to obtain permission to enter the premises of SLOVNAFT, a.s. the SELLER is obliged to deliver to the SLOVNAFT's Department of Protection and Security, at least 3 working days before the delivery 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 SELLER 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 SELLER is obliged to pay these costs when entering the SLOVNAFT, a.s. premises.
- 3.3 The SELLER is responsible for the safety and health protection of its workers, resp. subcontractors and bears full responsibility for any damage incurred by the BUYER through violation of the BUYER's and/or SLOVNAFT's internal regulations if the place of delivery of the GOODS is the seat of the BUYER or SLOVNAFT a.s..
- 3.4 If the place of the delivery of the GOODS is the premises of SLOVNAFT, a.s., the SELLER undertakes to supply the GOODS 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 SELLER 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 PURCHASE ORDER. The SELLER agrees to get acquainted with changes of HSE requirements and internal regulations of SLOVNAFT, a.s. The SELLER 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 BUYER is entitled to charge the SELLER with a contractual fine according to HSE requirements and internal regulations of SLOVNAFT, a.s..
- 3.5 The SELLER shall deliver to the BUYER GOODS in quantity and quality according to the specification stated in the PURCHASE ORDER (including the conditions specified in the other annexes and supplements to the PURCHASE ORDER and all the specifications and other documents to which the PURCHASE ORDER refers), and the required material attestation is SELLER obliged to deliver together with the delivery of the GOODS. The SELLER is obliged to hand over to the BUYER the documents necessary for the acceptance and use of the GOODS, including the quality certificates, attestations and instructions for use.
- 3.6 In the document accompanying the GOODS (material, assets etc.), the SELLER is obliged to indicate the weight and volume per unit, customs tariff number, code of the delivered GOODS and BUYER's PURCHASE ORDER number as well as other data requested by the BUYER or legal regulations.
- 3.7 In case of atypical deliveries (ie. Oversized goods), the SELLER shall promptly inform the BUYER in writing (by electronic mail) of the delivery of the GOODS with details of the consignment enabling the BUYER to take the necessary steps to take over the GOODS.
- 3.8 The SELLER shall supply the GOODS in packing specified in the rules of law or the PURCHASE ORDER, or other suitable packing that ensures the integrity of the GOODS during the whole period of loading and unloading and transportation.
- 3.9 Prior to the acceptance of delivery, the BUYER is entitled to check the volume and quality of the GOODS item by item or by spot check at the place of destination (delivery) before accepting the GOODS, as well as to check the completeness of the accompanying documents.
- 3.10 The PARTIES shall make a written record of the handing over and receipt of the GOODS.
- 3.11 The BUYER is entitled to refuse to accept the GOODS if the BUYER detects defects of the GOODS upon delivery.

### **4. TRANSFER OF TITLE AND RISK OF LOSS**

- 4.1 Risk of loss and damage in the GOODS shall pass to BUYER when the shipment reaches the delivery point as to the relevant INCOTERMS 2020.
- 4.2 The BUYER shall acquire the ownership title to the GOODS by paying the PURCHASE PRICE.

### **5. PAYMENT TERMS**

- 5.1 In case the obligations specified in the PURCHASE CONTRACT are performed in accordance with the PURCHASE CONTRACT, SELLER is entitled to issue an invoice. The BUYER shall pay the PURCHASE PRICE for the delivered GOODS in accordance with the PURCHASE CONTRACT and the respective PURCHASE ORDER 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.
- 5.2 The due date of the invoice listed on the PURCHASE ORDER begins to run from the date of delivery of the invoice to the BUYER (delivery confirmed by the stamp of the BUYER). Since invoices are paid once a week, always on Thursday, the invoice matures on the first Thursday following the due date.
- 5.3 The SELLER is obliged to send the invoice issued on the BUYER's business name to the address for sending invoices: Roľníckej školy 1519, 945 25 Komárno (billing address), unless otherwise stated in the PURCHASE ORDER.
- 5.4 The BUYER considers only the invoices sent to the billing address or to the address listed in the PURCHASE ORDER or delivered personally to the BUYER's office.
- 5.5 The BUYER's PURCHASE ORDER shall always be indicated in the invoice submitted; the document certifying the delivery of GOODS signed by the BUYER is attached to the invoice.
- 5.6 If the invoice does not comply with the provisions of the PURCHASE CONTRACT, the BUYER should, in writing, ask for rectifying the defects. In this case, the date of payment provided for under the PURCHASE CONTRACT will start on the date of the receipt of the correctly issued invoice.
- 5.7 If the BUYER, within the maturity period of the invoice, finds that the GOODS have defects, the BUYER is entitled not to pay the invoice properly and in time until the SELLER properly removes the defects of the GOODS. In the event of such withheld payment of the invoice, the BUYER is not in delay.

- 5.8 If the BUYER is in delay with payment of the invoiced amount for delivered GOODS, the SELLER is entitled to claim from the BUYER default interest on the overdue amount for the period of the delay i.e. from the due date up to the date of actual payment the rate of which is 1 month EURIBOR valid on the first workday of the month in which the delay started. Default interest shall be calculated on the basis of the actual days elapsed and a 360 day delay of the year. If the 1-month EURIBOR rate is negative, the parties shall use the rate of 0,02% p.a.
- 5.9 Payment obligation of the BUYER is considered to be settled by the day its bank account is debited.
- 5.10 The BUYER shall bear the charges of the BUYER's bank. Any other costs to be charged by any other (corresponding and beneficiary) bank participating in the transaction shall be borne by the SELLER.
- 5.11 The BUYER is entitled to set-off the amount of matured liability to any of its payment obligations towards SELLER originating from the PURCHASE CONTRACT or other legal relationship and to inform the SELLER about such action at the same time.
- 5.12 SELLER declares that on the date of signing PURCHASE CONTRACT he does not apply a special arrangement for the application of value added tax on receipt of payment for delivery of goods or services within the meaning of Section 68d of the Value Added Tax Act. In case the SELLER decides to apply the aforementioned regulation pursuant to Section 68d of the Value Added Tax Act, he is obliged to inform the BUYER in writing without delay of this fact. Similarly, the SELLER applying the regulation in the sense of Section 68d of the Value Added Tax Act shall immediately inform the BUYER in writing about termination of the application of this regulation. In the event that due to the incorrect application of the Value Added Tax of the BUYER resulting from the failure to provide information on the application of the special regulation pursuant to Section 68d of the Value Added Tax Act, the SELLER shall be liable to the BUYER for a fine or any other sanction to the tax administrator according to the applicable legislation, SELLER obliged to pay them to the BUYER. If, as a result of the incorrect application of the Value Added Tax of the BUYER, resulting from the failure to provide information on the application of the special arrangement pursuant to Section 68d of the Value Added Tax Act by the SELLER, the BUYER will be fined or will be liable to any other sanction by the tax administrator according to the applicable legislation, the SELLER is obliged to pay them to the BUYER.
- 5.13 SELLER declares that on the date of signing PURCHASE CONTRACT there is no tax arrears against the Financial Administration of the Slovak Republic.

## **6. LIABILITY FOR DEFECTS**

- 6.1 The SELLER expressly guarantees and warrants that the GOODS will be delivered in accordance with the conditions specified in Article 3 of these GTCP and that the delivered GOODS:
- are in conformity with the conditions set forth in the PURCHASE ORDER and complies with generally binding legal regulations (including the legal regulations on product liability) and other authority regulations, requirements and technical standards;
  - are fit for the purpose(s) they were produced and sold for, the purpose the BUYER intends to use the GOODS for, including any special purposes the SELLER is or should be aware of;
  - are free of defects (including visible and latent deficiencies);
  - are free of third party claims or rights of any kind (i.e., without legal defects);
  - are transferred to the BUYER's ownership on legitimate title.
- 6.2 SELLER is obliged at its own expense without undue delay, within 7 business days following the receipt of the BUYER's written complaint and, upon the discretion of the BUYER:
- to completely eliminate the defects of the GOODS by repair, if the defects are removable, or
  - to replace the GOODS, or
  - to grant an appropriate price discount to the BUYER.
- If, within 7 business days following the receipt of the BUYER's notice, but not later than within the period specified in the PURCHASE ORDER, the SELLER fails to rectify deficiencies or to replace the defective or non-conforming GOODS, the BUYER shall be with a prior notice sent to the SELLER, entitled to perform the repair or replacement or have the same performed by third party at the Supplier's expense.
- 6.3 The choice between the claims referred to in point 6.2 of this GTCP belongs to the BUYER. In addition to the claims mentioned in point 6.2 of these GTCP, the BUYER is also entitled to withdraw from the PURCHASE CONTRACT if the GOODS delivered are defective.
- 6.4 Unless otherwise provided in the PURCHASE ORDER, the SELLER provides a 24-month guarantee for the quality of the GOODS from the day of delivery of the GOODS to the BUYER. If the SELLER provides the BUYER with a longer warranty for quality than stated in the previous sentence, this warranty applies.
- 6.5 The warranty period shall be suspended for the period during which the BUYER cannot use the GOODS for the defects for which the SELLER is liable.
- 6.6 In addition to the claims referred to in points 6.2 and 6.3 of this GTCP, the BUYER shall be entitled to claim damages as well as to a contractual penalty pursuant to Article 7 of these GTCP.

## **7. PENALTIES AND LIABILITY**

- 7.1 If, due to any reasons, obligations deriving from the PURCHASE CONTRACT are not fulfilled within the time period set out in the PURCHASE CONTRACT (hereinafter referred to as late delivery), the SELLER shall pay to the BUYER a penalty for delay for each day of delay commenced, equalling to 0,5% of the PURCHASE PRICE of the ordered GOODS. If the SELLER is in delay with delivery of the GOODS, he is obliged to fulfil his obligation within the alternative date agreed upon by the BUYER, if the BUYER is interested in the delayed delivery of the GOODS. Failure to deliver under the additional term of performance shall be considered as a non-performance of the PURCHASE CONTRACT, but it shall not release the SELLER from the obligation to pay penalty for late delivery.
- 7.2 If the GOODS are defective or non-conforming, the BUYER shall be entitled to claim a penalty for this failure that equals to 10 % of the PURCHASE PRICE of defective GOODS.
- 7.3 If the SELLER delivers to the BUYER GOODS in smaller quantity or only some of the GOODS after the required time of delivery, the BUYER shall be entitled to claim a penalty for this failure that equals to 10 % of the PURCHASE PRICE of missing or incomplete GOODS.
- 7.4 If, due to any reason, the GOODS are not in conformity with the PURCHASE CONTRACT or with the PURCHASE ORDER (excluding stipulations of points 7.1 to 7.3 of these GTCP), the BUYER is entitled to claim from the SELLER penalty that equals to the monetary consideration for the contractual obligations in the PURCHASE CONTRACT affected

by faulty performance, if it is not possible to determine this amount, it is 10% of the PURCHASE PRICE excluding VAT, listed in the PURCHASE ORDER the breach relates to.

- 7.5 Should the SELLER be reasonably able to foresee that its performance will not be in conformity with the PURCHASE CONTRACT (late or faulty delivery or non-delivery), and fails to communicate it to the BUYER, the BUYER shall be entitled to claim a penalty for this failure that equals to 10 % of the total PURCHASE PRICE.
- 7.6 If SELLER violates its non-disclosure obligations set out in the Article 10 of these GTCP, it shall pay penalty amounting to 20,000 EUR.
- 7.7 In the event of defeating of the PURCHASE CONTRACT by the SELLER, the amount of the contractual penalty is 10% of the total PURCHASE PRICE.
- 7.8 The BUYER is entitled to claim compensation for damage exceeding the contractual penalty.
- 7.9 The SELLER 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 SELLER's payment obligation for payment of the contractual penalty is fulfilled on the date of assignment of the due amount to the BUYER's account.
- 7.10 Acceptance of performance from the SELLER that is in conformity with the PURCHASE CONTRACT shall in no circumstances mean the waiver of any claim by the BUYER resulting from its violation.
- 7.11 If the SELLER draws up an invoice that does not meet the requirements of the applicable regulations and the BUYER 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 BUYER is entitled to invoice the SELLER penalty of the amount of the fine or other penalties thus imposed and the SELLER is obliged to pay such an invoice to the BUYER.
- 7.12 If the SELLER has been proven to have committed an offense according to the internal regulations of SLOVNAFT, a.s., the BUYER is entitled to withdraw from the CONTRACT and fully claim compensation for the damage caused to the BUYER by this action.

## **8. TERMINATION OF THE PURCHASE CONTRACT**

- 8.1 The PURCHASE CONTRACT may be terminated by written agreement of the PARTIES.
- 8.2 The BUYER is entitled to cancel the PURCHASE CONTRACT as in the case of a substantial breach of the PURCHASE CONTRACT, and the PURCHASE CONTRACT expires on the date of delivery of the withdrawing to the SELLER, without any obligation to compensate the SELLER, in particular if:
  - a) the SELLER is in delay with delivery of the GOODS, or
  - b) the SELLER violates its non-disclosure obligations according to Article 10 of these GTCP, or
  - c) statement or behaviour/action of the SELLER damages BUYER's reputation, business trustworthiness, or
  - d) the delivered GOODS are defective or non-conforming, or
  - e) it is obvious prior to the date of delivery the SELLER will be in delay with the delivery of the GOODS, or the SELLER breaches the PURCHASE CONTRACT in other substantial way, or
  - f) the SELLER repeatedly or materially violates its contractual obligations not referred to in the above, or
  - g) the SELLER is insolvent, he filed for bankruptcy, bankruptcy proceeding has been filed against his assets, or a bankruptcy proceeding has been closed for lack of SELLER's assets or liquidation proceeding has been initiated against SELLER.
- 8.3 The SELLER is entitled to cancel the PURCHASE CONTRACT as in case of substantial breach of the PURCHASE CONTRACT and the PURCHASE CONTRACT expires on the date of delivery of the withdrawing to the BUYER if:
  - a) the BUYER is in delay with the payment of the SELLER's invoice for more than 30 days after the maturity date, or
  - b) the BUYER is insolvent, he filed for bankruptcy, bankruptcy proceeding has been filed against his assets, or a bankruptcy proceeding has been closed for lack of BUYER's assets or liquidation proceeding has been initiated against BUYER.
- 8.4 In case of termination with immediate effect (withdrawal), 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.
- 8.5 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 withdrawal 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.
- 8.7 Termination of PURCHASE CONTRACT does not prejudice the claim for damages (arising from a breach of PURCHASE 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 PURCHASE CONTRACT.

## **9. FORCE MAJEURE**

- 9.1 It is not qualified as breach of PURCHASE 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.
- 9.2 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 PURCHASE CONTRACT with immediate effect.
- 9.3 Before termination of the PURCHASE CONTRACT the PARTIES shall conduct negotiations on the possible amendment of the PURCHASE 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.

- 9.4 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.

## **10. NON-DISCLOSURE AND CONFIDENTIALITY CLAUSE**

- 10.1 The PARTIES agree that all data, facts – in particular, but not limited to the existence of the PURCHASE 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 PURCHASE CONTRACT, shall be considered as business secret. The PARTIES shall not be disclosed or made accessible such information and facts to third parties or use for purposes other than performing the PURCHASE CONTRACT.
- 10.2 This provision shall not apply to the provision of information by the BUYER 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 BUYER.
- 10.3 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 PURCHASE 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.
- 10.4 The SELLER undertakes to commit its subcontractors with a confidentiality obligation in accordance with this Article.
- 10.5 The termination of the PURCHASE CONTRACT, for whatever reason, shall not affect the present confidentiality obligation, which lasts even after termination of the PURCHASE CONTRACT.

## **11. FINAL PROVISIONS**

- 11.1 The SELLER may only be entitled to refer to the PURCHASE CONTRACT or its cooperation with the BUYER upon BUYER's prior and express consent in writing. BUYER is entitled to revoke its prior consent at any time in writing without giving any reason.
- 11.2 The BUYER is entitled to transfer/assign the PURCHASE CONTRACT in whole or in part or specific rights, obligations or claims set out in the PURCHASE CONTRACT to a third party, provided that prior notice is given to the SELLER. By the acceptance of the PURCHASE ORDER, the SELLER irrevocably approves any such transfer/assignment.
- 11.3 The SELLER is not entitled to transfer/assign the PURCHASE CONTRACT in whole or in part or specific rights, obligations or claims set out in the PURCHASE CONTRACT to a third party without BUYER's prior and express consent in writing.
- 11.4 Further mutual rights and obligations not regulated by the PURCHASE 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.
- 11.5 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 PURCHASE 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.
- 11.6 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 PURCHASE CONTRACT, or contact details should not qualify as amendment of the PURCHASE 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 SELLER fails to comply with the notifying obligation and the BUYER will therefore suffer damage, SELLER hereby undertakes to compensate the BUYER for the damage incurred.
- 11.7 The BUYER reserves the right to change GTCP; the changes are effective on the date of their publication on the BUYER'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 GTCP.
- 11.8 The special conditions in the PURCHASE ORDER take precedence over the provisions of these GTCP. If there is a discrepancy between the GTCP and the conditions specifically agreed, the specially agreed terms are decisive.
- 11.9 These GTCP apply exclusively. Deviating business conditions of the SELLER are not effective against the BUYER and don't apply to the PURCHASE CONTRACT even though it has announced its own, different business conditions to the BUYER, or if these conditions are printed on the SELLER's documents, in particular in its pricing proposal or in PURCHASE ORDER confirmation.
- 11.10 The new wording of the GTCP shall be published by BUYER on its web site including the date from which they come into effect.
- 11.11 These GTCP are valid and effective as of April 7, 2025.