

## Article I.

### Subject-Matter and Purpose of the General Business Terms and Conditions

1. These General Business Terms and Conditions (hereinafter referred to as "GBTC") apply to all contracts concluded by the company FORTISCHEM a. s., with registered seat at M. R. Štefánika 1, Nováky 972 71, ID: 46 693 874 (hereinafter referred to as "Buyer") for the purpose purchase of the goods. Application of general conditions of the other Contracting Party (hereinafter referred to as "Seller") or any other business conditions is hereby explicitly excluded, unless otherwise agreed in writing by the Contracting Parties.
2. For the purpose of these GBTC, the Contracting Parties shall mean the Buyer and the Seller.

## Article II.

### Conclusion of the Contract

1. In the meaning of these General Business Terms and Conditions a contract shall be regarded as concluded:
  - 1.1 on the date when the written copy of the contract is signed by both Contracting Parties, or
  - 1.2 on the date when a written confirmation by the Seller, in which the Seller accepts the conditions proposed by the Buyer in the Purchase Order and in these GBTC without any reservations, is delivered.
2. In case of the procedure specified in section 1.2 hereof, the Seller is obliged to return to the Buyer, without any delay (max within 1 business day) a copy of the confirmed Purchase Order (by e-mail) and subsequently return to the Buyer a signed copy of the Purchase Order within 7 calendar days, whereas the confirmed Purchase Order shall be accompanied with a document on registration of the Seller in the Commercial Register, in the Register of Trade Licenses, or in any other register, not older than 3 months. In case of repeated order the Seller is obliged to send this document only with the first Purchase Order and then with each modification of this document, otherwise the Seller shall be held responsible for any and all costs incurred to the Buyer in connection with the aforesaid.
3. Failure to deliver a confirmed Purchase Order back to the Buyer within the determined period shall mean that the Seller did not accept the Purchase Order. After expiry of the deadline, the Buyer is no longer obliged by their Purchase Order.
4. In case the Seller fails to confirm explicitly the Purchase Order within the period defined by the

Buyer, but delivers within this period the goods specified in the Purchase Order, such delivery shall be regarded as acceptance of any and all terms and conditions specified in these GBTC.

## Article III.

### Delivery Conditions

1. The goods shall be regarded as delivered by the Seller at delivery of the goods specified in the Purchase Order or in the Contract, in the required quantity, quality, version, deadline, place and commercial term according to INCOTERMS 2020, and concurrent delivery of the documents related to the goods or required by the Buyer, in a timely manner, pursuant to provisions of the Act No. 513/1991 Coll., the Commercial Code, as amended, and in the extent following from INCOTERMS 2020. Delivery of the goods within the meaning of this section shall mean a legal act carried out by the Seller as fulfillment of their obligation to give these goods to the Buyer's disposal without any deviations (i.e. such deviations to the goods observed by the Buyer at taking over the goods, including, but not limited to, difference in quantity and assortment between the goods delivered and the data stated in the delivery note, visually detectable damage to the goods and improper and/or insufficient labeling) and in a timely manner as specified in the respective commercial term.
2. The documents related to the goods or required by the Buyer as specified in section 1. of this Article shall mean the documents necessary for proper takeover and proper use of the goods. Delivery note shall contain the specifications of the Seller and the Buyer, name and type of the delivered goods (including the specification thereof), quantity of the delivered goods, commercial term, delivery date, legible names and signatures of the employee handing over and the employee taking over the goods, stamp, and date of the goods takeover. Delivery note shall also include the Quality Certificate, Safety Data Sheet pursuant to the Regulation (EC) No. 1907/2006 of the European Parliament and the Mark of Origin.
3. Seller is obliged to pack the goods or prepare them for transport as specified in the Purchase Order or in the Contract. Seller is obliged to state in their documents under these GBTC detailed instructions for returning the empty packaging.
4. Seller is obliged to advice the Buyer in writing (via e-mail) the delivery performance on the day preceding the date of the goods shipment.

5. In case the Seller is not able to adhere to the delivery date specified in the Purchase Order or in the Contract, such fact shall be communicated to the Buyer without any delay. The notice shall contain the reasons for the delay and the alternate delivery date according to the commercial term of the INCOTERMS 2020 selected by the Buyer. Should the Seller fail to fulfill this obligation, they shall be held responsible for the damages and the costs incurred to the Buyer in connection with the aforesaid.
6. Buyer shall advise the Seller in writing via e-mail, immediately after receipt of the notice specified in section 5. of this Article, no later than within 24 hours, whether they require delayed performance to be carried out, or intend to make substitute purchase of the goods due to the Seller's delay. In case of the substitute purchase of the goods, the Seller is obliged to compensate, among others, the damages representing the difference between the price that should be paid for the delivered goods according to the Purchase Order or the Contract and the price agreed by and between the Buyer and a third person in the substitute purchase.
7. In case the Buyer arranges their own transport for the purpose of the goods delivery, the Seller is obliged, together with the obligation specified in section 5. of this Article, to inform the Buyer, at least 3 days prior to the determined shipment date, about the fact that they are not able to adhere to the delivery date, so that the Buyer is able to cancel the arranged transport.
8. In case the goods are delivered to the Buyer in form of an item of mail, the Seller is obliged to insure the item of mail in the amount corresponding to the value of the goods.
9. If the Seller arranges their own transport to deliver the goods to the Buyer, the Seller or the carrier arranged by the Seller, shall be obliged to submit the proof of identification of the Truck driver before entering the Buyer's premises (Buyer's registered office) based on the notice of responsible employee of the Buyer. If the Truck driver will not to submit the required proof of identification, the Buyer shall be entitled to refuse to take-over the delivery of the goods that such act of the Buyer shall not be deemed as the violation of Buyer's obligations and shall not result any claim of the Seller for the compensation of the damage. The Seller is simultaneously responsible for all and any damages incurred to the Buyer due to violation of this Seller's obligation. As a result of the Seller's violation of this obligation the Buyer shall be entitled to charge the Seller the contractual penalty in the amount of € 300. The Seller shall be obliged to instruct about this obligation and consequences its failure of every Truck driver carrying the goods delivered to the Buyer.
10. If the Seller arranges their own transport to deliver the goods to the Buyer, the Seller or the carrier arranged by the Seller (Seller is obliged to instruct the carrier respectively on their obligations) is obliged to respect within the Buyer's premises (Buyer's registered office) a strict prohibition of smoking, use of alcohol beverages and other intoxicants and psychotropic substances, prohibition of taking photographs, OSH regulations, fire protection regulations and accident prevention, traffic rules, and the Buyer's environmental protection measures, as well as all applicable legal regulations regarding the OSH, fire protection, accident protection, and environmental protection. In case of violation of the Seller's obligation as specified herein, the Buyer is entitled to expel these persons from the Buyer's area and withdraw their permission to access the Buyer's premises. The Seller is also responsible towards the Buyer for any and all damages incurred to the Buyer due to violation of this Seller's obligation. As a result of the Seller's violation of this obligation the Buyer is entitled to charge the Seller with the contractual penalty in the amount of € 200 for each individual violation.
11. Seller is obliged to ensure that all their employees and persons authorized by them who enter the Buyer's premises in connection with unloading the goods use personal protective equipment during entire period of their stay inside the Buyer's premises, in compliance with the respective applicable legal regulations and the Buyer's rules. No truck shall be allowed to enter the Buyer's premises, unless all crew members physically use (i.e. actually use/wear) the below specified obligatory equipment. Presence and use of this obligatory equipment by each crew member shall be inspected by the Buyer's security guard. The obligatory equipment to be used/worn by each vehicle crew member includes the following: protective helmet, protective goggles, work gloves, work clothes (overalls), work footwear. Such Buyer's conduct shall not be regarded as violation of obligations resulting for the Buyer from the confirmed Purchase Order or from the concluded Contract, and shall not establish any Seller's right to claim the damages. However, the Seller is concurrently responsible toward the Buyer for any and all damages incurred to the Buyer due to violation of this Seller's obligation. The exception to this provision represents the cases when the transport of the goods is arranged by the carrier service.
12. In case of the Seller's delay with the delivery of the goods, the Buyer is entitled to charge the contractual penalty in the amount of 0.05% of the purchase price of the goods ordered and not delivered in a timely manner, for each commenced day of the delay. The same applies also in case of failed or delayed delivery of the documents necessary for proper takeover and proper use of the goods pursuant to section 1. of

Article III. hereof. The right for the damages shall not be affected by the aforesaid.

13. Payment of the contractual penalty as specified in section 12. of this Article does not deprive the Seller of their obligation to deliver the goods and the documents related to the goods pursuant to section 1. of Article III. of these GBTC.
14. In case of the Seller's delay with payment of the contractual penalty as specified in section 12. of this Article, the Buyer is entitled to charge the late payment interest in the amount of 0.03% of the due sum, for each commenced day of the delay.
15. Seller undertakes indemnify the Buyer against any and all obligations, losses, damages, penalties, claims, actions, taxes, commitments, disputes, expenses, and costs (including reasonable fees for legal consulting, expenses and costs on investigation) and which are in any connection with, or arise upon, direct or indirect violation of any declaration, representation, or commitment of the Seller specified in the Purchase Order or the Contract. The Seller also undertakes, in case the Seller violates, whether substantially or not, the provisions of the Purchase Order or the Contract, to compensate the Buyer for any damages representing the difference between the price that was supposed to be paid for the delivered goods according to the confirmed Purchase Order or the Contract and the price agreed by and between the Buyer and a third person in the substitute purchase.
16. The Buyer is entitled to apply a contractual penalty to the Seller in case of breach of duty by the Seller, respectively a person authorized by him, according to the Sanction Rules of the Buyer and Conditions of entry to the Buyer's premises, which is published on the Buyer's website [www.fortischem.sk](http://www.fortischem.sk). The Seller is obliged to pay this contractual penalty to the Buyer upon a written notice of the Buyer. By accepting of the Contract, the Seller declares that he has fully acquainted himself with the Buyer's Sanction Rules and Conditions of entry to the Buyer's premises, while he has no reservations about its content. For the avoidance of any doubt, in the event of a breach of duty by a third party provided by the Seller, the Seller is responsible for such breach. The application of the contractual penalty does not affect the Buyer's right to compensation.

## Article IV.

### Price and Payment Conditions

1. Price is stated in the Purchase Order excluding the VAT.
2. Unless otherwise specified in writing in the Purchase Order or in the Contract, the Seller's costs on the goods packaging, transportation to the place of delivery according to the commercial term specified by the Buyer, as well as other costs related to the delivery

of goods to the Buyer, are included in the price specified in the Purchase Order according to section 1. of this Article.

3. Following delivery of the goods, the Seller shall issue the invoice for the agreed price and deliver two copies thereof to the Buyer's address, whereas the invoice shall contain the document confirming the goods takeover by the Buyer.
4. The Invoice shall mean a tax and accounting document containing the details of the exchange relation between the Contracting Parties, and which shall contain the legally prescribed essentials (Act No. 222/2004 Coll., as amended) and the essentials specified in the confirmed Purchase Order or the Contract, such as Buyer's bank connection and account number, specifications of the Buyer and the Seller, name and type of the delivered goods (including the specification) quantity of the delivered goods, Seller's stamp and signature.
5. In case the invoice does not contain the legally prescribed essentials or if the essentials are not stated correctly pursuant to the applicable legislation, or if the data stated in the invoice are not in compliance with the conditions agreed herein, the Buyer is entitled to return the invoice back to the Seller without payment. In such case the incorrectly issued invoice maturity period terminates and begins again on the date of delivery of the new (corrected) invoice that meets the requirements of the generally binding legal regulations and this Contract.
6. Seller is obliged to deliver the invoice to the Buyer within 5 days of the issue date. Maturity period of invoices (including corrected invoices) issued as specified herein is 90 days of the delivery date, unless otherwise agreed in the Contract or in the Purchase Order. Contracting Parties explicitly declare that they agree with the maturity period for the financial obligation without any reservations, and that the maturity period of the party obliged is not in a gross disproportion with rights and obligations resulting for the creditor from the contractual relation.
7. Buyer is obliged to arrange that settlement of the purchase price upon the issued invoice is deducted from the Buyer's bank account to the Seller's bank account no later than on the last day of the invoice maturity period. The date of invoice settlement shall be the date when the sum corresponding to the amount of the invoiced sum is deducted from the Buyer's bank account in favour of the Seller's bank account.
8. In case of the Buyer's delay with settlement of the price, the Seller is entitled to charge the late payment interest in the amount of 0.03% of the due sum, for each commenced day of the delay, but not exceeding the total amount of 10% of the due sum.

## Article V.

### Ownership Right to the Goods

1. Ownership right to the goods and the risk of damages to the goods is transferred to the Buyer at the goods takeover at the place of delivery specified in the Purchase Order, or in the Contract, according to the agreed commercial term of the INCOTERMS 2020.

## Article VI.

### Reliability for Deviations and Claims

1. Delivery of the goods as such shall mean the delivery of the goods which have deviations and/or legal defects.
2. Deviation to the goods shall mean the goods with the quantity, quality and version that do not correspond to the specification in the Purchase Order or the Contract, and/or absence or incorrectness of the documents intended to facilitate proper use of the goods by the Buyer.
3. Legal defects to the goods shall mean the goods burdened with the third party's right.
4. Seller shall be held responsible for any deviations to the goods existing at the moment when the risk of damages is transferred to the Buyer under the Purchase Order or the Contract, including the case when a deviation becomes detectable after the aforesaid moment.
5. Seller shall also be held responsible for any other deviation that might occur to the goods even after the moment defined in section 4. of this Article, provided that such deviation occurs in connection with the Buyer's procedure (e.g. deviations occurred by damaging the goods by the Buyer, their employee, or other party, or due to the conduct of the Buyer, their employee, or other party) pursuant to the Instruction Manual for the Goods which represents a part of the delivery note, and/or pursuant to other documents that the Buyer will obtain from the Seller in connection with performance of the subject-matter of the Purchase Order or the Contract.
6. If the goods delivered contain any deviations and/or legal defects, the Buyer is entitled to require the removal thereof to be carried out by the Seller, in form of a written Deviation Notice.  
Seller is obliged to remove, at their own expense, any and all deviations and/or legal defects to the goods, particularly by:
  - a) delivery of the replacement goods instead of the defective goods, delivery of the missing goods, and request removal of the legal defects to the goods,
  - b) request adequate price discount.
7. Selection between the rights stated in section 6. of this Article shall be made by the Buyer who is obliged to advise the Seller on their choice in the Deviation Notice.

8. Together with the Buyer's rights specified in section 6. of this Article, the Buyer is also entitled for the damages and the contractual penalty in cases defined in the Purchase Order, or in the Contract and/or in these GBTC.
9. Until the deviations to the goods and/or legal defects are removed, the Buyer is not obliged to pay to the Seller the price for the defective goods.
10. Seller shall bear any and all costs related to removal of the deviations to the goods and/or legal defect to the goods, particularly, but not limited to, costs on works related to the removal thereof, costs on acquisition of the replacement goods, costs on acquisition of the missing goods, costs on the related transport, as well as all other extra costs incurred to the Buyer in connection with the aforesaid. Seller is obliged to compensate the Buyer for any costs incurred to the Buyer in connection with provision of the concurrence to the Seller in removal of the deviations to the goods and/or legal defect to the goods.
11. In order to reduce the amount of the damages that might occur to the Buyer due to existence of deviations to the goods and/or legal defect to the goods, the Buyer reserves the right to use the defective goods.
12. Seller is obliged, in case the Buyer chooses removal of the deviations to the goods and/or legal defect to the goods by delivery of the replacement goods, delivery of the missing goods, removal of the legal defects to the goods as specified in section 6 letter a) of this Article, without any delay, no later than 3 days of the delivery of Notice of Deviation, to remove these deviations in a manner required.
13. Should the Seller fail to remove the deviations to the goods and/or legal defect to the goods within the period specified in section 12. of this Article, the Buyer is entitled to:
  - a) withdraw from the Contract,
  - b) require adequate price discount.
14. Selection between the rights stated in section 13. of this Article shall be made by the Buyer who is obliged to advise the Seller in writing, without any delay, after vain expiry of the period for removal of the deviations to the goods and/or legal defect to the goods defined in section 12. of this Article, but no later than 14 days of this period vain expiry date.
15. Together with the Buyer's rights specified in section 13. of this Article, the Buyer is also entitled for the damages and the contractual penalty in cases defined in the Purchase Order, or in the Contract and/or in these GBTC.
16. In case the Buyer requires price discount under section 6 letter b) of this Article, or under section 13. letter b) of this Article, Contracting Parties agreed that the Buyer shall base the price discount determination especially on assessment of the following facts:

- a) expenses and the time that the Buyer will have to spend on activities necessary for making the goods faultless,
  - b) defective goods value,
  - c) importance of the goods in terms of economic or business activities of the Buyer,
  - d) amount of damages that might be incurred to the Buyer due to Deviation to the goods and/or legal defect to the goods,
  - e) any other extra costs incurred to the Buyer due to use of the goods with a Deviation and/or the legal defect, which shall be communicated by the Buyer to the Seller together with the information on the amount of the required discount in the Notice of Deviation, whereas the Seller is obliged to provide the price discount specified in this section to the Buyer without any delay, no later than 7 days of the Notice of Deviation delivery date. Amount of the price discount specified herein can be subject to subsequent negotiations between the Contracting Parties, provided that the Seller's request to enter into negotiations shall be delivered to the Buyer within the period specified in the previous clause.
17. If the Seller fails to provide the Buyer with the price discount specified in section 16. of this Article, not even after subsequent negotiations between the Contracting Parties within 30 days of the date of the Notice of Deviation delivery to the Seller, the Buyer is entitled to withdraw from this Contract.
18. Together with the Buyer's rights specified in section 17. of this Article, the Buyer is also entitled for the damages and the contractual penalty in cases defined in the Purchase Order, or in the Contract and/or in these GBTC

## **Article VII. Force Majeure**

1. In case of events occurring independently from the control of the Party obliged, preventing them from fulfilment of their obligations, and it cannot be reasonably assumed that the Party obliged might avert or overcome such obstacle or the resulting consequences, and the Party obliged could not foresee such obstacle at the time it began (including, but not limited to: natural disasters, wars, war operations of various types, riots, civil commotions, sabotage, revolutions, pirate actions, explosions, fire, flood, general strikes, lock-outs, official interventions legal or illegal and terrorism), the Buyer or Seller are entitled to withdraw from the Contract, or upon the mutual agreement to postpone the performance date with the period for which the obstacle was present.
2. Beginning of a circumstance which excludes the liability shall be communicated by the respective

- Contracting Party to the other Contracting Party, no later than within 3 days since such circumstances begin.
3. Effects of the circumstances that exclude the liability are limited only to the period until the related obstacle is present.
  4. If the circumstances that exclude the liability last for more than 7 days, any of the Contracting Parties is entitled to withdraw from the Contract.
  5. Liability is not excluded by an obstacle that began at the time when the Party obliged was already in the delay with fulfilment of their obligation, or began due to their economic situation.

## **Article VIII. Compliance, International Sanctions and Anti-Bribery Provisions**

1. The Seller declares that he has all the permits, authorizations and licenses required by the relevant legal regulations, which are necessary for the performance of his activities related to the production and delivery of the goods specified in the Purchase Order or in the Contract, and such production and delivery is in accordance with the subject of his business activity on the date of commencement of the contractual relationship with the Buyer, as well as throughout its duration.
2. The Seller is obliged to comply with, and declares that he complies with, all laws and regulations that apply to the fulfilment of his obligations, including any applicable laws and regulations relating to anti-money laundering, anti-bribery and/or tax evasion, financial or economic sanctions (hereinafter referred to as "Applicable Laws") and will not perform or enable the performance of any activity that violates Applicable Laws.
3. The Seller undertakes to comply with all EU sanction regulations, sanction regulations of EU member states, USA, Great Britain and sanctions imposed by the UN (hereinafter referred to as "Sanction Regulations").
4. The Seller expressly declares that, as of the commencement date of the contractual relationship with the Buyer, as well as throughout its duration:
  - he himself is not a sanctioned person, i.e. he is not
  - (i) a person listed in the USA in the Specially Designated Nationals and Blocked Persons List (SDN);
  - (ii) a subject to sanctions imposed by the European Union or any of its member states;
  - (iii) a subject to sanctions imposed by the Great Britain,
  - (iv) a subject to sanctions imposed by the United Nations, (hereinafter referred to as the "Sanctioned Person") or

- none of the members of his/its corporate bodies, executives, employees, or any other person acting on his/its behalf is a Sanctioned Person,
  - he is not directly or indirectly controlled by the Sanctioned Person, is not covertly acting on its behalf, and the Sanctioned Person is not his/its ultimate beneficial owner (in the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on prevention of the use of the financial system for the purposes of money laundering or terrorist financing), nor is he owned by such person,
  - he does not directly or indirectly provide money or other economic values to the Sanctioned Person,
  - none of its suppliers or persons in any way involved in activities related to the production or delivery of goods, including persons who are the owners of things (materials) used in the production of goods at any stage of production, is a Sanctioned Person.
5. The Seller declares that neither he nor any of his owners, members of corporate bodies, executives, employees, nor any other person acting on his behalf, any of his suppliers or any of persons involved in any way in the activity related to the production or delivery of the goods, has made or will make, has offered or will offer, has promised or will promise any payment or other economic value, directly or indirectly,
- (i) to any public official,
  - (ii) to any political party, official of a political party or candidate for office,
  - (iii) to a third party knowing or suspecting that such payment or economic value will be given, offered or promised, in whole or in part, to any of the above-mentioned persons or
  - (iv) to any natural or legal person, if such payment or transfer would violate the law of the country in which they are made, or the law of the Slovak Republic or the European Union. It is the intention of the Contracting Parties that no payment or transfer of money or economic value shall be made with the intent or effect of public or commercial corruption, the acceptance or tacit approval of extortion, bribery or other illegal or dishonest instruments to obtain a business opportunity.

However, the aforesaid does not prohibit giving of business gifts of insignificant value, or provision of standard and customary business hospitality, provided that any such gift or hospitality is legal in the state in which it is given or provided, it is offered for a legitimate business reason, justified under the circumstances, and they are not provided with any dishonest or corrupt intent. For the purposes of these GBTC, the term "public official" means a public official as defined in the United Nations Convention Against Corruption, adopted on October 31, 2003 in New York (hereinafter referred to as the "Convention") and an

official of an international public organization as defined in the Convention.

6. The Seller undertakes to immediately notify the Buyer of any suspected violation of the Sanction Regulations or other provision of this article. If the Buyer has any doubt that there may be a violation of the Sanction Regulations or other provision of this article, he is entitled to suspend or interrupt performance on his part.

## Article IX.

### Contractual Relation Termination

1. Contracting Parties are entitled to terminate the contractual relation resulting from the Contract by a written agreement.
2. Any of the Contracting Parties is entitled to withdraw unilaterally from this Contract, pursuant to Section 346 paragraph 1 of the Commercial Code, due to non-substantial violation of contractual obligations by the other Contracting Party, provided that the other Contracting Party fails to fulfil their contractual obligation even after a written request within the adequate period of 14 days.
3. With regard to section 2. of this Article, the Buyer is also entitled to withdraw from the Contract, if the Seller's conduct is in conflict with the good business principles, represents unfair competition, in conflict with the legal regulations regarding protection of competition, or damages the Buyer's reputation and justified interests.
4. Each Contracting Party is entitled to withdraw from the Contract unilaterally, pursuant to Section 345 paragraph 2 of the Commercial Code, due to substantial breach of contractual obligations by the other Contracting Party.
5. Substantial breach of this Contract, pursuant to Section 345 paragraph 2 of the Commercial Code, on the Seller's side means:
  - a) delay with delivery of the goods in more than 10 days,
  - b) failure to adhere to the agreed date for removal of the Deviation to the goods and/or legal defect to the goods,
  - c) fulfilment of the conditions specified in Article VII. section 4 of these GBTC,
  - d) fulfilment of the conditions specified in Article VI. section 17 of these GBTC,
  - e) violation of the business secret or confidentiality clause,
  - f) violation of any provision of Article VIII. hereof (Compliance, International Sanctions and Anti-Bribery Provisions).
6. Substantial breach of this Contract, pursuant to Section 345 paragraph 2 of the Commercial Code, on the Buyer's side means:

- a) delay with payment of the invoice for the delivered goods in more than 10 days,
  - b) fulfilment of the conditions specified in Article VII. section 4 of these GBTC,
  - c) violation of the business secret or confidentiality clause.
7. Withdrawal from the contract becomes effective by delivery of the written notice to the other Contracting Party. The withdrawal from the Contract by the Buyer has no effect on the Buyer's right for the damages and the contractual penalty in cases specified in the Purchase Order or in the Contract and/or in these GBTC.

## Article X.

### Confidential Information

1. Trade secrets means, in particular, but not limited to, all facts of a commercial, legal, operational, production, documentary, informational, technical or other nature relating to either Contracting Party which come to the disposal of the other Contracting Party or which the Contracting Party has acquired or will acquire. Knowledge of their content, even before the implementation of the Contract, in oral, written, electronic or any other form. Confidential information shall also include any information which a Party designates as confidential or which is to be treated in view of the circumstances known to the other Party in providing information as confidential, as well as any information which is understandable to any person to be confidential. Confidential information shall include, in particular, any technical, business, marketing, financial or legal information, specifications, plans, sketches, models, samples, data, computer programs, software or documentation in any form, whether captured materially or orally, as well as information received from a person other than the Contracting Party if that person is obliged to treat them as confidential. Information about the relationships of either party, its products, customers, suppliers, processes and performance is also considered confidential.
2. Confidential information transmitted between the parties under the contract and / or in connection with it will be subject to the obligation of confidentiality for the duration of the Contract, and in the event of termination of the Contract for the next 5 years from the date of its termination.
3. Neither Party shall be entitled to disclose such confidential information to third parties without the written consent of the other Party, unless:
  - a) the disclosure of that information is required by law or by the competent authorities under law;
  - b) it is information that is already publicly available,
  - c) the counterparty shall make this information available to the person who provides it with

financing (eg a financing bank), its advisers or a person who is directly or indirectly the controlling person of the counterparty or to a person who is directly or indirectly controlled by such a person.

## Article XI.

### Common and Final Provisions

1. Modification of these General Business Terms and Conditions are only binding for the Contracting Parties, if the Contracting Parties agreed on such modification.
2. These General Business Terms and Conditions are an integral part of each Contract or Purchase Order, pursuant to provision of Section 273 of the Act No. 513/1991 Coll., the Commercial Code of the Slovak Republic, as amended.
3. Contracting Parties are obliged by the following priority sequence:
  - 3.1 provisions defined by the Buyer in the confirmed Purchase Order,
  - 3.2 provisions agreed by the Contracting Parties in the Contract,
  - 3.3 provisions of these GBTC
  - 3.4 Commercial Code and other related legal regulations applicable on the territory of the Slovak Republic.
4. The Parties have agreed that all rights and obligations arising out of the Purchase Order or the Contract, as well as all rights and obligations which are not expressly stated in the Contract, including non-contractual obligations shall be governed by applicable provisions of the SR. Unless otherwise stated in the Contract or in the GBTC, relevant provisions of the Commercial Code (Act. No. 513/1991 Coll.) shall apply.
5. For avoidance of any doubt, the Buyer has reserved any and all rights arising out of applicable provision. Individual claims arising out of the Purchase Order and/or the Contract and/or GBTC and/or applicable provisions are enforceable also independently from each other. Non-claim of any rights and/or delay in application of any rights of the Buyer arising out of the Purchase Order, the Contract, GBTC or applicable provisions shall not be deemed as a waiver of such right or cause expiration of that right.
6. The Parties shall make all reasonable efforts in a good faith to ensure that all disputes arising out of the Purchase Order or the Contract or in connection therewith, its violation, revocation, dissolution or nullity shall be resolved by negotiation and by agreement on disputed claims. If an agreement on disputed claims is not reached, the counterparty has the option of resolving the dispute through the Court of the SR.
7. The Parties agree that the courts of the SR have exclusive jurisdiction to settle any dispute arising out of the Purchase Order or the Contract or in connection therewith, including, without limitation, disputes

about the validity, interpretation and cancellation of the Contract and any dispute which the parties do not settle by agreement will be submitted for decision:

- a) the District Court Prievidza, as the locally applicable court of the Buyer in the SR, if the Seller's residence or place of business is outside Slovakia; or
  - b) a locally applicable court under the law of SR, if the Seller's residence or place of business is in SR.
8. Buyer shall regard any and all data stated in the Purchase Order or in the Contract, and any and all information or documents provided to the Seller in connection with the Purchase Order or the Contract as confidential, and the Seller undertakes not to disclose them or make them available in any form to third persons, except for cases required by law, decision by the court (including arbitration), stat authority, or the Buyer's insurance policy.
  9. In the event that any one or more of the provisions of this GBTC and/or Contract and/or Purchase Order should for any reason be held invalid, illegal or unenforceable, such provisions shall not affect the others provisions of the GBTC and/or Contract and/or Purchase Order.
  10. In case the Seller's registered office is in a foreign country and the Contracting Parties did not specify in the Contract the language to be used for communication, the English language is the language for communication.
  11. Contracting Parties agreed that the Seller shall not assign, transfer or trade in any manner with any rights, receivables, or obligations resulting from the Purchase Order or the Contract to any third person without a prior written approval by the Buyer.
  12. Contracting Parties undertake and unconditionally agree that all actions performed and sent to each other through e-mails, which will provide a continuous and reliable record of the agreement, shall be deemed accepted by contracting parties as lawful, binding, properly concluded and agreed in writing.
  13. If the Contract, Purchase Order, GBTC or applicable provisions requires that all the documents are to be delivered to the other Contracting Party, they shall be delivered to the addresses stated in the heading of the Contract or the Purchase Order, eventually to different address, which has been provably agreed at least fourteen (14) days in advance in written. The obligation to deliver a document shall be regarded as fulfilled at receipt of the document by the Contracting Party, or when a document is returned by the post-office to the other as undeliverable, or if the delivery of the document was prevented by the conduct or omission by the Contracting Party to which the document is to be delivered. Delivery effects shall begin even in case that the Contracting Party refuses acceptance of the document. In the case documents will not be return to the sender for whatsoever reason, delivery effects shall begin in the seventh (7<sup>th</sup>) day after the date from submission consignment for shipment.
  14. The Seller undertakes to inform the Buyer during validity of this contractual relation without any delay about each change regarding their full identification and other required essentials, especially the information on change of business name, address of the registered office, registration in the relevant business register, change of authorized persons acting on behalf of the Seller or change in the manner of conduct, actual bank account, account number and other billing information as well as information of cancellation, dissolution, division, merger, change of ownership r elations, liquidation commencement, bankruptcy, or restructuring. If the Buyer requests, Seller shall provide annual reports, financial statements, profit and loss statements, or statements by the auditor or other publicly regulated authority on the management for the previous 10 years. In case of the Seller's failure to fulfil any of these obligations, the Seller is obliged to compensatsate the Buyer for any and all damages resulting therefrom, as well as any and all costs incurred to the Buyer in connection with obtaining the information on the change of the Seller's data.
  15. If the Buyer becomes aware of the fact that the Seller becomes unable to fulfil obligations under the Contract, is bankrupt, or is a company in crisis, or proceeding for enforcement initiated on the property of the Seller, execution proceeding, bankruptcy or restructuring proceeding has started or the Seller is in liquidation or the Seller is the debtor in the proceeding under the relevant law of the Seller's country, in such case, the Buyer is entitled to unilaterally withdraw from the Contract or modify payment terms or request the Seller to provide the Buyer with the obligation guarantee. If the Seller fails to provide adequate obligation guarantee or fails to perform actions in compliance with performance of the subject-matter of the Contract, such conduct shall be regarded as substantial breach of the Contract by the Seller, which entitles the Buyer to withdraw from the Contract.

In Nováky, on 1st of January 2024