

**General Business Terms and Conditions of the company SPOLCHEMIE SK, s. r. o.,  
with its registered office at Gagarinova 7/A, 821 03 Bratislava, ID: 47 454 750  
regarding  
SALES CONTRACT**

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### **General Provisions**

These **General Business Terms and Conditions of the company SPOLCHEMIE SK, s. r. o.**, with registered seat at Gagarinova 7/A, 821 03 Bratislava, ID: 47 454 750, registered in Commercial Register of City Court Bratislava III, Section: Sro, Insert No.: 92623/B (hereinafter referred to as "GBTC") represent an annex to the frame contract, contract, confirmed Purchase Order, or accepted binding offer, which relate to the sale of certain goods or related services and which have been concluded between SPOLCHEMIE SK, s. r. o. as the seller and a third party as buyer (hereinafter referred to as "Contract") and represent an integral part of the Contract. These GBTC also apply if the Contract contains a reference to these GBTC and these GBTC are known to the other party. The GBTC regulates the rights and obligations between the parties, which are not regulated in the text of the Contract.

Business conditions or any other conditions of the Buyer shall not be applied, unless specifically accepted by the Seller in writing in Contract.

Buyer's Purchase Order for the goods requires Seller's confirmation by sending of Contract to the Buyer for signing. No other special requirements prevail over the content of these GBTC, unless specifically accepted by the Seller in writing.

### **Article I.**

#### **Payment Conditions**

- 1.1 Buyer is obliged to pay the invoice within the maturity period of 30 days specified in the invoice, unless otherwise agreed between the Contracting Parties. Contracting Parties explicitly declare that they agree with the maturity period of the financial obligation without any reservations, and that the maturity period of the Buyer's financial obligation is not in gross disproportion with rights and obligations resulting for the Seller from the contractual relation.
- 1.2 In case of Buyer's delay with payment of individual invoices, the Seller is entitled to charge the contractual penalty in the amount of 0.05% of the due sum for each commenced day of the delay. In the event that the Buyer is late in taking over of the goods, the Seller has the right to charge a contractual penalty of 0.05% of the value of the goods not taken over for each started day of delay.

- 1.3 During the planned shutdown of the production facility the Seller is not obliged to deliver agreed amount of the goods. Scheduled shutdown of the production facility shall be communicated with the Buyer at least 21 days in advance.
- 1.4 Seller reserves the right not to supply the goods to the Buyer in case the Buyer fails to provide one or more of the following guarantees: irrevocable bank guarantee; promissory note; advance payment, or any other form of collateral approved in writing by the Seller or as agreed in the Contract.
- 1.5 Seller reserves the right not to supply the goods to the Buyer and is entitled to stop the production of the ordered goods, or withdraw from the Contract, if the Buyer is in the delay with payment of any Seller's receivables towards the Buyer resulting from any contract. Such conduct shall not be regarded as Seller's delay and shall not result in any claim of the Buyer for the compensation of the damage.
- 1.6 The commercial terms and the price are determined in accordance with the INCOTERMS® 2020 (unless otherwise agreed in the Contract), upon the agreement by and between the Contracting Parties. No other sum shall be deducted from the payment of the price for the goods. Unless otherwise stated in the Contract, to the supply of goods by the Seller applies "FCA Nováky" (production area of company FORTISCHEM a. s. with registered seat at M. R. Štefánika 1, 972 71 Nováky).
- 1.7 In case of Buyer's delay with payment of the price for the goods, Seller is entitled to make unilateral modification of payment conditions and exercise the right to reclaim possession of the goods. Buyer is obliged to provide the Seller with all their concurrence required by the Seller for the purpose of reclaiming the possession of the unpaid goods. The costs on reclaiming possession of the goods shall be borne by the Buyer.
- 1.8 Seller is not obliged to supply the goods to the Buyer, if the Buyer fails to submit to the Seller a document containing instructions for transport of the goods no later than within three (3) days prior to the agreed date of the goods shipment.
- 1.9 In cases when the transport of goods is arranged by the Buyer, the Buyer is obliged to provide the Seller, immediately after delivery of the goods, with the documents regarding the transport of the goods from the Seller to the Buyer, including the goods acceptance receipt issued by the person authorized to accept the goods on behalf of the Buyer.
- 1.10 In case of any claim of the goods, the Buyer is not entitled to retain any payments to be paid to the Seller

- or any goods to be returned to the Seller, or unilaterally set off their receivables towards the Seller. Buyer's rights shall be resolved specifically, in order to avoid any effect on the Buyer's obligation to pay to the Seller the price for the goods on the agreed date or earlier.
- 1.11 Weight of the goods shown on the Seller's scales is binding for both Contracting Parties.
- 1.12 Partial supplies of the goods are acceptable.
- 1.13 If the transport of the goods is arranged by the Buyer, the Buyer is obliged to take over the goods at the place and day of expedition specified in the Contract.
- 1.14 If the Buyer arranges their own transport to deliver the goods, the Buyer or the carrier arranged by the Buyer, shall be obliged to submit the proof of identification of the Truck driver before entering the Seller's premises (Seller's registered office) based on the notice of responsible employee of the Seller. If the Truck driver will not submit the required proof of identification, the Seller shall be entitled to disallow the entry the Truck driver to the Seller's premises that such act of the Seller shall not be deemed as the violation of Seller's obligations and shall not result in any claim of the Buyer for the compensation of the damage. The Buyer is simultaneously responsible for all and any damages incurred to the Seller due to violation of this obligation. As a result of the Buyer's violation of this obligation the Seller shall be entitled to charge the Buyer with the contractual penalty in the amount of EUR 300. The Buyer shall be obliged to instruct about this obligation and consequences its failure of every Truck driver.
- 1.15 Should the Buyer violate section 1.13 or section 1.14, the Seller is entitled to store the goods, at the Buyer's expense and risk, in the Seller's warehouse or in the warehouse of any third person. In case the goods are stored in the Seller's warehouse, the Seller is entitled to charge the Buyer with the storage costs in the amount of EUR 10 for each commenced ton of the goods for each storage day. If the goods are stored in a third party's warehouse, the Seller is entitled to charge the Buyer with the storage costs charged by this third party.
- 1.16 If the Seller becomes aware of the fact that the Buyer 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 Buyer, execution proceeding, bankruptcy or restructuring proceeding has started or the Buyer is in liquidation or the Buyer is the debtor in the proceeding under the relevant law of the Buyer's country, in such case the Seller is entitled to unilaterally withdraw from the Contract or modify payment terms or request the Buyer to provide the Seller with the obligation guarantee. If the Buyer fails to provide adequate obligation guarantee or fails to settle the payment as specified in the payment terms, such conduct shall be regarded as substantial breach of the Contract by the Buyer, which entitles the Seller to suspend the supply of the goods under the Contract and withdraw from the Contract.
- 1.17 The date of Buyer's settlement of the payment shall be the date when the due sum is credited to the Seller's bank account.
- 1.18 Buyer is not entitled, without prior written approval by the Seller, assign to another person any receivable against the Seller arising out of the Contract or transfer, or trade in any manner with any rights, claims, or obligations resulting from the Contract (nor to lodge any claim against the Seller). The Buyer is not entitled to unilaterally offset any claims of the Buyer against the Seller without the Seller's prior consent.
- 1.19 Any and all bank fees except the bank fees charged by the Seller's bank shall be borne by the Buyer.
- 1.20 In the case of sale of the goods and its export outside of the Slovak republic (SR) or European Union (EU), the Buyer shall be obliged to provide to the Seller maximum cooperation to demonstrate the real completion of the export of the goods outside of the SR or EU in accordance with the Value Added Tax Act No. 222/2004 Coll. as amended and other applicable provisions in SR. Should the Seller does not ensure transportation and delivery of the goods, the Buyer shall be obliged to prove that the goods has been delivered outside of the territory of SR to another Member state of EU no later than thirty (30) days from the date of real delivery of the goods. The Buyer shall prove this obligation by submitting copy of evidence of transportation of goods which is confirmed by the Buyer or by representative person who is authorized by the Buyer (in the case of international freight transport, such evidence is CMR confirmed by the Buyer). The Buyer is obliged to prove delivery of goods outside of the territory of SR by the relevant evidence as is required by the Seller in accordance with applicable provisions in SR.
- 1.21 The Seller breaches the legal obligation under the Value Added Tax Act No. 222/2004 Coll. as amended, if the Buyer fails to fulfill the obligation under the point 1.20 of this Article. The Seller will be obliged to issue a corrective tax document with VAT in according to Value Added Tax Act No. 222/2004 Coll. as amended and pay additional legal costs. Considering this fact the Buyer gives promise of compensation to the Seller and upon corrective tax document the Buyer is obliged to pay difference in according to corrective invoice no later than thirty (30) days from the date of application a claim.
- 1.22 In according to Art. 71 Sect. 1 b) of Value Added Tax Act No. 222/2004 Coll. as amended, the Buyer hereby grants consent to the Seller to bill delivery of the goods by an invoice issued in electronic form (hereinafter referred as the "electronic invoice"). The Seller is hereby entitled to issue an electronic invoice for the delivered goods. Electronic invoice is a tax document in according to Art. 71 Sect. 1 b) of Value Added Tax Act No. 222/2004 Coll. as amended.

1.23 In case, the Buyer is in delay with payment of any Seller's Invoice, the Buyer loses any contractually agreed entitlement and/or benefit from the purchase of Goods which is the subject of the Contract.

## Article II.

### Transfer of Ownership and Risk of Damage to the Goods

- 2.1 Risk of damage to the goods shall be transferred from the Seller to the Buyer as agreed in the commercial terms. If the Buyer breaks the obligation to take over the goods from the Seller, the risk of damage to the goods will pass to the Buyer at the moment of violation of this obligation (unless the risk of damage passes to the Buyer beforehand).
- 2.2 Ownership of the unprocessed goods shall be transferred from the Seller to the Buyer at the moment of crediting the payment of the price for the goods to the Seller's bank account.
- 2.3 The Buyer shall acquire the ownership title to the Goods at the moment of the full payment of the Price for the delivered Goods.

## Article III.

### Packaging and Transport

- 3.1 In case of transport of the goods by the Seller's railway wagons, the Buyer is obliged to unload (to empty) the wagon and present for the reverse transport within the period of 72 hours of the moment when the wagon arrives to the destination railway station. Decisive fact for identification of the time of the railway wagon arrival to the destination station is the stamp of the destination railway station on the consignment note.
- 3.2 In case the goods transport is arranged by the Seller with the commercial term specified in the Contract confirmed in writing, by railway wagons, provided that the Seller arranges, at their own expense, also the reverse journey of empty wagons, the Seller is obliged to send to the Buyer, together with the delivery document, instructions or a filled out consignment note for the reverse journey, which the Buyer is obliged to adhere to. If the Buyer violates this obligation, Buyer undertakes to bear any and all extra costs incurred to the Seller in connection with the aforesaid. Seller is entitled to invoice these incurred extra costs to the Buyer even after termination of the contractual relation, immediately after becoming aware of the amount thereof.
- 3.3 Should the Buyer fail to present the wagon in a proper and timely manner for the reverse transport as specified in section 3.1, the Seller is entitled to invoice the contractual penalty for the Buyer in the amount of EUR 40, for each commenced day of the delay per one wagon. Imposing the contractual penalty does not affect the Seller's right for the damages.

- 3.4 If the goods are supplied in the Seller's returnable packaging, the Buyer is obliged to return the returnable packaging to the Seller within the period of 20 days of the goods acceptance date. Seller is entitled to charge the contractual penalty in the amount of EUR 5 for each day of the delay per one package. In case the package is not returned within 40 days of the date of goods acceptance, Buyer undertakes to pay the price for the returnable package (regardless of the paid amount of contractual penalties), which shall be additionally invoiced by the Seller.
- 3.5 If Buyer is the party arranging the transport of the goods, Buyer acknowledges that the goods shall be loaded in the Seller's premises only on working days between 06:00 a.m. and 02:00 p.m., unless otherwise agreed by the Contracting Parties.
- 3.6 If Buyer is the party arranging the transport of the goods, Buyer undertakes to arrange a carrier which meets the legal requirements applicable in the SR and the EU regarding transportation of goods with characteristics as specified in ADR regulations. If the Buyer's carrier fails to meet the aforesaid requirements, Seller is entitled to refuse to load the goods. By exercising this right, the Seller does not violate any contractually agreed obligations and shall not result in any claim of the Buyer for the compensation of the damage.
- 3.7 In case of export of the goods, when the transport is arranged by the Buyer, either directly or via mediation, and the Buyer requests from the Seller the customs negotiation for the export at the place of shipment, the Buyer is obliged to communicate the name of the chief responsible person, authorized to negotiate the goods on the outer EU border, and ensure timely return of the confirmed section 3/8 of the Single Administrative Document to the Seller.
- 3.8 Except for the case of the Seller's intentional illegal conduct or gross negligence, the Seller shall not be held responsible for any damages incurred to the Buyer, or for the damages incurred to third persons participating in the performance of the Contract. Buyer shall be held responsible toward the Seller for the fact that the Buyer's employees or persons authorized by the Buyer (which the Buyer is obliged to instruct on their obligations) who stay in the Seller's premises (Seller's registered office) are obliged to adhere to the strict prohibition of smoking, using alcohol beverages and other intoxicants and psychotropic substances, prohibition of making photos, OSAH regulations, regulations on fire protection and accident prevention, traffic rules, and the Buyer's environmental protection measures, as well as all applicable legal regulations regarding the OSAH, fire protection, accident prevention, and environmental protection.
- 3.9 In case of violation of the obligation specified in section 3.8. hereof the Seller is entitled to expel these persons from the Seller's premises and withdraw their

permission to access the Seller's premises. The Buyer is also responsible towards the Seller for any and all damages incurred to the Seller due to violation of this Buyer's obligation. As a result of the Buyer's violation of this obligation, the Seller is entitled to charge the Buyer with the contractual penalty in the amount of EUR 200 for each individual violation. The payment of contractual penalties shall not have any impact on the right of the Seller for compensation of damage.

- 3.10 Buyer is obliged to ensure that all their employees and persons authorized by them who enter the Seller's premises in connection with loading the goods use their personal protective equipment during entire period of their stay inside the Seller's premises, in compliance with the respective applicable legal regulations and the Seller's rules. No truck shall be allowed to enter the Seller'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 Seller'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 Seller's conduct shall not be regarded as violation of the obligations resulting for the Seller from the Contract, and shall not establish any Buyer's right to claim the damages. However, the Buyer is concurrently responsible towards the Seller for any and all damages incurred to the Seller due to violation of this Buyer's obligation.
- 3.11 By concluding the Contract the Buyer declares to be advised by the Seller in full extent on the properties of the goods and obligations regarding the storage and handling, to prevent any damage or destruction.
- 3.12 Buyer shall be held responsible towards the Seller for any damage caused by failure to fulfil any of the above defined obligations and undertakes to compensate it immediately after receipt of the damage amount calculated by the Seller.
- 3.13 In accordance with the obligations arising from act No. 79/2015 Coll., the Buyer undertakes to provide priority for the recovery of packaging waste in which the goods were delivered to him. The Buyer undertakes to ensure to the Seller as the manufacturer of the packaging waste, in accordance with the obligations arising from Act no. 79/2015 Coll., as a matter of priority, information about the recovery of waste from packaging in which the goods were delivered to him. The Buyer undertakes to provide data on the material flow of waste to the Seller without undue delay from the handover of packaging waste for recovery to a third party, but no later than the end of the calendar year in which the goods were delivered to the Buyer. At the same time, the Buyer provides the Seller with a promise of compensation and undertakes to reimburse the Seller on the basis of a

written request for all damage and costs incurred by the Seller in connection with a possible breach of the Buyer's obligations under this clause.

#### **Article IV.**

##### **Liability for Deviations to the Goods**

- 4.1 Unless otherwise agreed in writing, Seller guarantees the product quality as specified in the Seller's company standard of the product which represents an integral part of the Contract.
- 4.2 Technical specifications and/or any other additional requirements of the Buyer are contractually binding only if defined in writing in the Contract. Only such technical specifications are contractually binding for the Seller in terms of goods quality and properties, whereas no other guarantees or obligations are established for the Seller with regard to the goods quality and properties.
- 4.3 Seller shall not be held responsible towards the Buyer for any indirect damages, including the damages concerning loss in production, lost profit or assumed profit, loss of assumed future sales and other costs. The maximum amount of damage or other sanction that the Seller will be obliged to pay to the Buyer for breach of the Contract shall not exceed the value of the purchase price of the goods under the Contract to which the breach relates. This limitation on the amount of damages results from the possible foreseeable consequences of a possible breach of the Contract and the occurrence of damages. Except in the event of willful misconduct of the Seller or gross negligence of the Seller, the Seller does not accept any liability for damage suffered by the buyer's staff or for damage suffered by third parties who participated in the performance of the Contract.
- 4.4 In case of loading the goods into customer packages of the Buyer, the Buyer shall be held responsible for cleanness and suitability of these packages.
- 4.5 If the transport of the goods is arranged by the Buyer, the Buyer is responsible for suitability and cleanness of the customer package (e.g. tank truck, semi-trailer tank, or railway tank). To claim defects in the goods or their pollution, if this condition occurred due to the unsuitability of the customer's packaging or its pollution is inadmissible; if this happens, the claim will be rejected.
- 4.6 If the transport of the goods is arranged by the Buyer, the Buyer shall arrange that the Buyer's carrier provides the Seller with the document on cleaning of the customer package (e.g. tank truck, semi-trailer tank, or railway tank). If the Buyer's carrier fails to submit the document on cleaning of the customer package, Seller is entitled to refuse to load the goods. Such Seller's conduct shall not be regarded as violation of the obligations resulting for the Seller from the confirmed Purchase Order or from the concluded Contract, and

- shall not establish any Buyer's right to claim any damages.
- 4.7 Should the Buyer violate any of their obligations regarding care of the goods during the transport, storage, examination, or inspection as specified in the Contract or other manipulation, Seller reserves the right to refuse the claim concerning the deviations to the goods caused by violation of this obligation.
- 4.8 Buyer is obliged at his own expense to examine the goods or ensure inspection thereof immediately after the delivery.
- 4.9 Buyer is entitled to file a complaint regarding the goods. The goods quality complaint can only be filed with regard to quality parameters specified in the company standard.
- 4.10 Complaints can be filed in writing, without any delay, no later than 3 days of the goods acceptance by the Buyer in case of a quantity complaint, and within 10 days from take over of the Goods by Buyer in case of a quality complaint.
- 4.11 No complaint entitles the Buyer to refuse to settle the payment or take over following supplies from the Seller.
- 4.12 Seller shall provide their statement on the delivered complaint within 15 working days since the delivery date.
- 4.13 Complaint protocol shall contain a detailed description of the deviation, its demonstrations, and consequences. Buyer is obliged to store all the goods claimed with the Seller, separately, in its original condition and package, to enable inspection thereof by the Seller's representatives, and the Buyer shall also maintain 70% of the goods at the Seller's disposal at the place of delivery, unless otherwise agreed in writing with the Seller. The Buyer is obliged to prove that the goods relating to the complaint is not contaminated, mixed and there was no contact with other products.
- 4.14 Without a prior written approval by the Seller, the Buyer is not entitled to use, consume, or sell the claimed goods - any such use or sale without the prior written approval by the Seller shall cause that the goods shall be regarded as delivered without any deviations and in compliance with the Contract. Buyer is not entitled to claim compensation for the defective goods, unless the Buyer enabled the Seller to carry out proper inspection of the goods, or unless the claimed goods are available for inspection. At the Seller's request the Buyer is obliged to provide a representative sample of the claimed goods according to the applicable standards in order to provide analysis - repeated, common or carried out by a third independent party.
- 4.15 If the Seller acknowledges the Buyer's complaint, Seller is entitled at his own discretion to a) supply the replacement or missing goods in a reasonable period of time, or b) provide reasonable price discount. In the case of delivery of replacement goods, the Buyer is obliged to return the claimed goods in the condition in which he received them from the Seller.
- 4.16 Seller shall not be held responsible for ensuring that the goods are suitable for the purposes intended by the buyer and for any deviations to the goods caused by a) failure to adhere to the recommendations for the customer, b) non-standard, unqualified, or unsuitable storage, use, or testing of the goods, c) attempts to modify or repair the goods without the prior written authorization by the Seller, d) for reasons related to unsuitable handling, transport, or storage of the goods, or e) for any other reason other than standard use of the goods.
- 4.17 In case the Buyer's complaint was unjustified, the Seller is entitled to bill any and all related costs to be borne the Buyer. The Seller has the right to reject the Buyer's complaint even if the Buyer did not meet the conditions of the GBTC regarding the inspection of the goods by the buyer and filing a complaint.

#### **Article V.**

##### **Force Majeure**

- 5.1 Neither Party shall be held responsible for the delay or partial or complete failure to fulfil their obligations resulting from the Contract in the extent preventing them from performance thereof or the delay with performance was caused by the event of extraordinary nature out of reasonable control of the Contracting Party concerned, which could not be reasonable predicted or averted, including events such as: natural disaster, war, war operation of any type, riots, civil commotions, pandemic situations, sabotage, revolution, pirate actions, explosions, fire, flood, general strikes, outages, official intervention, either legal or illegal, terrorism, or any other circumstances occurring independently of the Contracting Parties' will and control, and which could not be prevented or averted (each such event shall be hereinafter referred to as "Force Majeure Event").
- 5.2 The Party affected by complete or partial inability to fulfil their obligations under the Contract due to Force Majeure is obliged without undue delay to send a written notice via e-mail to the other Contracting Party containing the information on the beginning/termination of this Force Measure event not later than ten (10) days of the beginning/termination date, and such notice shall be confirmed by the original copy of the notice sent and delivered within the following ten (10) days.
- 5.3 If the Force Majeure Event lasts less than sixty (60) consecutive calendar days, Contracting Parties shall maintain their right and obligations under the Contract and the period for performance of these obligations will be extended with the period for which the Force Majeure Event lasted.

- 5.4 If the Force Majeure Event lasts than sixty (60) or more consecutive calendar days, each of the Contracting Parties shall be entitled to withdraw from the Contract, effective at the moment of delivery of such notice to the other Contracting Party, without any right or obligation to compensate the damages, excluding the damages occurred prior to occurrence of the Force Majeure Event, or the damages not related to this Force Majeure Event.
- 5.5 The Party that fails to send the notice to the other Contracting Party as specified in section 5.2 shall be obliged to compensate the other Contracting Party for any and all damages cause by violation of this obligation.
- 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, customers or persons in any way involved in activities related to the purchase of goods, is a Sanctioned Person.

#### Article VI.

#### Compliance, International Sanctions and Anti-Bribery Provisions

- 6.1. The Buyer 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 purchase of the goods specified in the Purchase Order or in the Contract, and such purchase is in accordance with the subject of his business activity on the date of commencement of the contractual relationship with the Seller, as well as throughout its duration.
- 6.2. The Buyer 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.
- 6.3. The Buyer 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").
- 6.4. The Buyer expressly declares that, as of the commencement date of the contractual relationship with the Seller, 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,
- 6.5. The Buyer 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, customers or any of persons involved in any way in the activity related to the purchase 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.
- 6.6. The Buyer undertakes to immediately notify the Seller of any suspected violation of the Sanction Regulations or other provision of this article. If the Seller 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 VII.**

##### **Termination of the Contract**

- 7.1 Each Contracting Party shall be entitled to withdraw from the Contract by a written notice, only if:
- a) the other party has immaterially breached the Contract and the breaching Party fails to fulfill its obligation within the additional reasonable period of time granted to it; or
  - b) the other Contracting Party materially breached the Contract. Material breach of the Contract shall mean violation of the payment conditions, Buyer's delay with payment of any Seller's receivables (regardless of their legal title) towards the Buyer under any contract, violation of the obligation to ensure payment of the price for the goods, or failure to provide concurrence in the goods delivery, breach of provisions of Article VI. hereof (Compliance, International Sanctions and Anti-Bribery Provisions), or
  - c) for reasons specified in the Contract.
- 7.2 Withdrawal from the Contract shall become effective on the date of notice delivery to the other Contracting Party. Legal effects of the withdrawal from the Contract shall begin on the date of notice delivery to the other Contracting Party. Legal effects of the withdrawal from the Contract shall also begin in case the other Contracting Party refuses to take over the withdrawal notice, or if the other Contracting Party's conduct or negligence hinders delivery of the notice, or if the post-office returns the consignment containing the withdrawal notice as undeliverable.

#### **Article VIII.**

##### **Confidentiality of information**

- 8.1 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.

- 8.2 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.
- 8.3 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 IX.**

##### **Formula Clause**

- 9.1 The Parties have agreed that all rights and obligations arising out of 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 valid generally binding legal regulations of the Slovak Republic. Unless expressly stated otherwise in the Contract or in the GBTC, the relevant provisions of Slovak Act no. 513/1991 Coll., Commercial Code, as amended (hereinafter "Commercial Code").
- 9.2 For avoidance of any doubt, the Seller has reserved any and all rights arising out of applicable provision. Individual claims arising out of 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 Seller arising out of the Contract, GBTC or applicable provisions shall not be deemed as a waiver of such right or cause expiration of that right.
- 9.3 The Parties shall make all reasonable efforts in a good faith to ensure that all disputes arising out of 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 Slovak republic.

- 9.4 The Parties agree that the exclusive jurisdiction to settle any dispute arising out of the Contract or in connection therewith, including, 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 to the competent court of Slovak republic.
- 9.5 In the event that any one or more of the provisions of this GBTC and/or Contract should for any reason be held invalid, illegal or unenforceable, such provisions shall not affect the others provisions of the GBTC and/or Contract.
- 9.6 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.
- 9.7 If the Contract, 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, 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 or if the delivery of document was frustrated by the act or omission of the party to whom the document is served.. 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.
- 9.8 The application of any contractual penalty under these GBTC does not affect the right of the Seller to compensation in full.
- 9.9 The Seller is entitled to apply a contractual penalty to the Buyer in case of breach of duty by the Buyer, respectively a person authorized by him, provided that the Buyer enters the premises of company FORTISCHEM a. s. for the purposes of loading goods, according to the Sanction Rules of this company and Conditions of entry to the premises of this company, which is published on the website [www.fortischem.sk](http://www.fortischem.sk), in the name and on behalf of this company. The Buyer is obliged to pay this contractual penalty to the Seller upon a written notice of the Seller. By accepting of the Contract, the Buyer declares that he has fully acquainted himself with the Sanction Rules and Conditions of entry to the premises of company FORTISCHEM a. s., 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 Buyer, the Buyer is responsible for such breach. The application of the contractual penalty does not affect the Seller's right to compensation.

#### **Article X. Final Provisions**

- 10.1 Any prior oral or written agreements or representations of any nature and form made between certain Contracting Parties prior to the signing of the Contract between those Contracting Parties and relating to the subject matter of the Contract shall be replaced by the Contract.
- 10.2 These GBTC shall form indivisible part of the Contract pursuant to Art. 273 of the Commercial Code no. 513/1991 Coll. as amended. The following documents only shall have the following order of priority:
1. the provisions agreed by the parties in the Contract,
  2. the provisions of these GBTC,
  3. the provisions of Commercial Code and other relevant legislation with validity in the territory of Slovak Republic.
- 10.3 The Buyer undertakes to inform the Seller 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 Buyer 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 relations, liquidation commencement, bankruptcy, or restructuring. If the Seller requests, Buyer 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 Buyer's failure to fulfil any of these obligations, the Buyer is obliged to compensate the Seller for any and all damages resulting therefrom, as well as any and all costs incurred to the Seller in connection with obtaining the information on the change of the Buyer's data.
- 10.4 The Contract modification, amendment, or cancellation is only possible by mutual written consent by the authorized representatives of the Contracting Parties.

In Bratislava, on 1st of January 2024