

## General Provisions

These **General Business Terms and Conditions of the company FORTISCHEM a. s.** with registered seat at M. R. Štefánika 1, Nováky 972 71, ID: 46 693 874 (hereinafter referred to as "GBTC") represent an annex to the contract, confirmed Order, and represent an integral part of the Contract.

Submission of the Contractor's written offer represents the complete consent of the Contractor with the content of these GBTC without any reservations.

Business conditions of the Contractor shall not be considered, unless specifically accepted by the Customer in writing.

Customer's Order for work requests sending the written confirmation of receipt of the Order by the Contractor. No other special requirements prevail over the content of these GBTC, unless specifically accepted by the Customer in writing.

## Article I. Contract

Contract for Work is concluded by signing the draft contract or by unconditional confirmation of the Order by the Contractor. The subject-matter of the Contract can be defined in the Order, provided that the Contract is concluded upon acceptance of the Order. Contractor undertakes to perform the Work in the extent and under the conditions agreed in the Contract.

## Article II. Price of Work

1. In return for the Work properly performed and handed over by the Contractor and accepted by the Customer, including all parts of the Work, the Customer shall pay the total price for the Work.
2. The price defined in section 1. of this Article shall be increased with the respective VAT pursuant to the applicable legislation.
3. The price for the Work includes all costs necessary for the overall performance of the Work that might be assumed by the Contractor before signing the Contract while exercising their professional care.

4. The price also includes other costs necessary for the faultless performance of the Work. The price includes all costs on performance of the Work incurred to the Contractor or reasonably assumed by the Contractor on the basis of their professional and technical knowledge at the time of concluding the Contract for Work and acceptance of the Order.
5. The price for Work shall be regarded by the Contracting Parties, within the extent of the subject-matter of the Work defined by the Contract, as the final price, and any amendments are only acceptable in form of a written amendment signed by both Contracting Parties.
6. In case of additional requirement defined by the Customer that require necessary extra works, these changes shall be made in form of written amendments to the Contract.
7. Contractor is obliged, before performance of any works, to elaborate the list of works, price list, and, if necessary, the proposal for adjustment of the deadline for completion of the Work and these shall be submitted to the Customer for approval. After Customer's approval in form of a written amendment of the Contract is entitled to perform the works and after performance for the respective payments.
8. In case the Contractor performs extra works without prior Customer's approval in form of a written amendment to the Contract, any and all costs incurred to the Contractor in connection with performance of these works shall be regarded as the costs previously included in the originally agreed price for Work as specified in section 1. of this Article.
9. All extra works, approved by the Customer prior to performance by written amendments, shall be invoiced following proper performance thereof, pursuant to Article III. of these GBTC.
10. Any items not performed shall be deducted by the Contractor from the price for Work in the full amount and shall not be invoiced to the Customer.

## Article III. Payment Conditions

1. Total price for Work shall be settled upon the invoice issued by the Contractor following the Work handover and signing the takeover protocol.
2. The costs for any extra works performed in compliance with the section 7 of Article 2 of this GBTC, shall be settled by the Customer in the written agreed amount and on maturity dates on the basis of evaluation of the

extra works by individual calculation approved by the Customer in written.

3. Maturity period of the invoice is 90 days of the date of delivery to the Customer. Contracting Parties explicitly declare that they agree with the maturity period of the financial obligations without any reservations, and that the maturity period of the debtor's financial obligation is not in gross disproportion with rights and obligations resulting for the creditor from the contractual relation.
4. The invoice shall contain all the legally required essentials.
5. Customer is entitled to return the incorrectly issued invoice to the Contractor with stating a particular reservation, without any delay. In such case the original maturity period is discontinued, and the new maturity period begins on the date of delivery of a new (correctly issued) invoice.
6. Customer's obligation to pay for the performed and invoiced Work is regarded as fulfilled on the date when the invoiced sum is deducted from the Customer's bank account in favor of the Contractor's bank account.
7. In case the Contractor becomes unable to fulfil obligations under the Contract or the confirmed Order, is bankrupt, or is a company in crisis, or proceeding for enforcement initiated on the property of the Contractor, execution proceeding, bankruptcy or restructuring proceedings has started or the Contractor is in liquidation or the Contractor is the debtor in the proceeding under the relevant law of the Contractor's country, in such case, the Customer is entitled to unilaterally withdraw from the Contract or modify payment terms or request the Contractor to provide the Customer with the obligation guarantee. If the Contractor 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 Contractor, which entitles the Customer to withdraw from the Contract.

## **Article IV.**

### **Time and Place of Performance**

1. Contractor undertakes to perform and hand over the Work to the Customer within the period and in the extent as specified in the Contract or in the Order and accepted by the Contracting Parties.
2. Deadlines agreed in section 1 of this Article can only be adjusted in form of a written amendment to the Contract.
3. Unless otherwise agreed in the Contract, the Place of Performance is the premises of the company FORTISCHEM a.s. in Nováky (hereinafter referred to as

"Place of Performance of Work"). Commercial term is determined according to the INCOTERMS 2020.

4. Customer and Contractor are obliged, with regard of the required deadline for performance of Work, to provide each other with written replies to any inquiries related to the subject-matter of the Work within three business days of the date of their written claim.

## **Article V.**

### **Contractual Penalties**

1. In case the Contractor is in the delay with the deadline for the Work handover, or handover of a part thereof, including individual handovers, the Customer is entitled to claim contractual penalty in the amount of 0.06% of the total price for Work for each commenced calendar day of the delay.
2. In case the Contractor is in the delay with performance resulting from the record on handover and takeover of the Work, or a part thereof (removal of defects and arrears) in the deadlines agreed in this record, the Customer is entitled to charge the contractual penalty in the amount of EUR 300 for each commenced calendar day of the delay with removal of each individual defects or arrear, until they are completely removed.
3. In case of the delay with removal of the claimed defects the Customer is entitled to charge the contractual penalty in the amount of EUR 500 for each commenced calendar day of the delay with removal of each individual defects or arrear, until they are completely removed.
4. Settlement of the contractual penalty does not affect the right for the damages.
5. Contractor is obliged to compensate the Customer, without any limitation of the amount, for the damages incurred due to defect existence. The damages shall mean especially increased costs incurred to the Customer for performance of Work; contractual penalties, sanctions, damages that the Contractor shall be obliged to pay to other suppliers of the Work due to delay with performance of the Work: lost profit due to delay with performance of the Work; penalties, sanctions, costs on taking any measures imposed by state authorities as a result of any defects of the Work. The same claims arise for the Customer towards the Contractor also in case of claiming Contractor's liability for the defects covered by the warranty.
6. In case of provable Contractor's violation of regulations regarding OsaH, fire protection, accident prevention, and traffic rules, the Customer is entitled to claim from the Contractor the contractual penalty in the amount of EUR 1500 for each individual violation. In case of any sanctions imposed on the Customer by a state authority, the Contractor undertakes to reimburse them in the full extent within

15 days of the respective Customer's invoice issue date.

7. In case of Contractor's violation of applicable legal regulations regarding the environmental protection, the Customer is entitled to claim from the Contractor the contractual penalty in the amount of EUR 1500 for each individual violation. Contractor is obliged to compensate the Customer for any and all damages incurred to the Customer in connection with violation of the applicable legal regulations for environmental protection, including any and all consequent damages. Contractor shall be held fully responsible for such violation towards state authorities.
8. Contractor shall not, without a prior Customer's consent, assign, transfer, or trade in any way with any rights, claims, or obligations resulting from the Contract for Work or Order.
9. The Customer is entitled to apply a contractual penalty to the Contractor in case of breach of duty by the Contractor, respectively a person authorized by him, according to the Sanction Rules of the Customer and Conditions of entry to the Customer's premises, which is published on the Customer's website [www.fortischem.sk](http://www.fortischem.sk). The Contractor is obliged to pay this contractual penalty to the Customer upon a written notice of the Customer. By accepting of the Contract, the Contractor declares that he has fully acquainted himself with the Customer's Sanction Rules and Conditions of entry to the Customer'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 Contractor, the Contractor is responsible for such breach. The application of the contractual penalty does not affect the Customer's right to compensation.

## **Article VI.**

### **Work Handover and Takeover**

1. Contractor's obligation to deliver the Work shall be regarded as fulfilled by proper completion and written takeover of the Work by the Customer.
2. The Work shall be regarded as properly completed, if it contains all features and characteristics specified in the Contract or in the content of the confirmed Order by the Contracting Parties, together with the incorporated comments provided by the Customer in the course of performance of the Work.
3. Properly performed Work shall be taken over by the Customer as a whole (unless otherwise agreed in the Contract or in the Order) by a written takeover protocol, without any evident defects and arrears.
4. Work takeover shall be carried out upon the Contractor's written invitation sent to the Customer at least 3 calendar days in advance. Takeover proceeding shall commence without any delay and shall be

completed with the takeover protocol signed by authorized or appointed representatives of the Customer and the Contractor.

## **Article VII.**

### **Liability for Defects and Warranty**

1. Contractor declares that the Work defined in the Contract or in the conformed Order shall be of the required quality, pursuant to the applicable technical standards of the SR or the EU, and the regulations related to performance of Work.
2. Contractor shall provide the warranty for the Work in the total duration of 24 months of the date when the Work is handed over and taken over by the Customer, without any evident defects and arrears.
3. Contractor shall be held responsible for the defects at the time of Work handover. Evident defects and arrears shall be removed by the Contractor without any delay, unless otherwise agreed in writing by the Contracting Parties.
4. Defects that occur during the warranty period shall be covered by the warranty within the Contractor's liability.
5. Customer is obliged to lodge possible claims regarding the Work without any delay after a defect is observed, in written form, to the hands of the Contractor's authorized representative. Customer's claim shall include description of the defect and state the required removal method and procedure.
6. Contractor is obliged to begin removal of possible defects within 8 hours of the written claim and remove the defects without any delay, no later than 3 calendar days of defect removal commencement date, or on the date agreed with the Customer, and on their own expense and risk.
7. In case of emergency, if the Contractor is not able to begin emergency diversion, Customer is entitled to remove the defects by themselves, or authorize a third party with a professional competence to carry out the removal for prices usual for the given locality, type of works, or products. The costs incurred shall be reimbursed by the Contractor to the Customer within 14 calendar days of the claim date and delivery of the respective invoice, including provision of the evidence of the necessary costs efficiently spent to remove the claimed defects.
8. If the Contractor fails to remove the claimed defects within the deadlines specified in section 6. of this Article, the Customer is entitled to remove the defects by themselves, or authorize a third party with a professional competence to carry out the removal for prices usual for the given locality, type of works, or products. The costs incurred shall be reimbursed by the Contractor to the Customer within 14 calendar days of the claim date and delivery of the respective

invoice, including provision of the evidence of the necessary costs efficiently spent to remove the claimed defect.

9. Customer is obliged to enable Contractor's access to their premises, if necessary, for the purpose of removal of the claimed defect.
10. Contractor undertakes for the entire duration of performance of Work to maintain, at their own expense, sufficient insurance to cover the risks related to performance of the Work.

## **Article VIII.**

### **Substantial Breach of the Contract – Withdrawal from the Contract**

1. Customer is entitled to withdraw from the Contract in case of substantial breach of the contractual obligations by the Contractor.
2. Substantial breach of the contractual obligations on the Contractor's side includes especially the following:
  - a) delay with adherence to the deadline for performance of the Work and handover thereof to the Customer within the period and the extent specified in the Contract or the Order, or the Order accepted by the Contracting Parties;
  - b) delay with the deadlines for performance of Work agreed at site meetings;
  - c) failure to perform works in the required quality and failure to remove these deficiencies even within adequately long period determined by the Customer in a written notice;
  - d) repeated violation of regulations on fire protection and accident prevention, regulations on OSAH and environmental protection;
  - e) violation of the strict non-smoking regulation, prohibition of taking photographs and use of alcohol beverages and other intoxicants in the Customer's premises (i.e. at the place of performance of Work);
3. Withdrawal from the Contract shall be made in writing, signed by authorized representatives of the Contracting Party and delivered to the other Contracting Party, whereas the withdrawal effects begin on the delivery date.
4. In case of termination of this Contract by withdrawal due to any of the above mentioned reasons, the billing of performed works shall be carried out. In case that this Contract is terminated, Customer is entitled to claim from the Contractor compensation of all the costs incurred to the Customer in connection with conclusion and performance of the Contract or the Order.

## **Article IX.**

### **The Risk of Damage to Items of Property, Item Ownership, Other Risks**

1. Contractor declares that for performance of works related to proper execution of the Work their employees and subcontractors, including their employees, are qualified according to the applicable legal standards of the SR and the EU.
2. Contracting Parties agreed that the risk of damages to items of property shall be borne by the Contractor until the moment of proper completion and written handover of the Work to the Customer.
3. In the case if the Customer hand over any items of property to the Contractor for the purpose of processing it in connection with the implementation of the subject-matter of this Contract, the Customer shall hold the risk of damages to items of property until the moment of hand over the Work to the Customer in accordance with Article 6 of this GBTC.
4. In the case if the Customer entrusts any items of property to the Contractor in connection with the implementation of the subject-matter of this Contract, the Contractor shall hold the risk of damages to these items of property until the moment of the written takeover by the Customer.
5. Customer becomes the owner of the Work following payment of the total price for the Work.

## **Article X.**

### **Force Majeure**

1. In case the Contractor is not able to fulfil their obligations due to unpredictable facts occurring independently from their control or control of their suppliers, such as war, civil commotions, natural disasters, strikes, excluding strikes at the Contractor or their suppliers, the performance deadline is postponed with the given period of time.
2. If performance of the Contractor's obligations is prevented by the force majeure incidence lasting for more than 2 months, the Contractor is entitled to withdraw from the Contract. The same right applies to the Customer, if performance of Work became devoid of purpose due to postponed performance deadline. Withdrawal from the Contract shall be in written form, signed by the authorized representative of the withdrawing Party and delivered to the other Contracting Party. Withdrawal effects begin at the delivery thereof. Contracting Parties shall settle their possible mutual claims within 45 calendar days of the withdrawal notice delivery.
3. It is only allowed to plead impossibility to perform the Work due to force majeure as specified in section 1 of this Article for the Party which communicated to the other Contracting Party the facts possessing the force

majeure features, immediately after these facts were observed.

## **Article XI. Other Provisions**

1. Contractor's employees and subcontractors, including their employees, are obliged, in performance of works, to adhere to and respect any and all regulations on OSaH, fire protection and accident prevention, traffic rules, and the Customer's measures for environmental protection, as well as any and all applicable legal regulations regarding OSaH, fire protection, accident prevention, and environmental protection.
2. Employees of the Contractor, as well as subcontractors, including their employees, are obliged, in performance of the Work under this Contract, to use personal protective equipment depending on the type of performed works and/or the Customer's instructions.
3. In case the works are carried out by two or more Contractor's employees, Contractor is obliged to appoint in writing a team leader who shall be responsible for performance of works and coordination of performance with an authorized Customer's employee.
4. Contractor's employees as well as employees of subcontractors are not allowed to move and stay out of the place of performance of Work.
5. Contractor's employees as well as employees of subcontractors are not allowed to smoke, use alcohol beverages and other intoxicants and psychotropic substances within the entire area of the Customer's premises, i.e. at the place of performance of Work.
6. Contractor undertakes to ensure the prevention and restrain the access to the Customer's premises (i.e. to the place of performance of Work) for those of their own employees or employees of subcontractors who will be intoxicated by alcohol, intoxicants, or psychotropic substances.
7. Contractor is obliged to instruct the subcontractors and their employees about the obligations resulting for them from this Contract.
8. Customer is entitled to claim towards the Contractor the contractual penalty in case of violation of the obligation to return the IDK card (identification chip card) for access to the Customer's premises after completion of the Work. Customer shall claim from the Contractor the contractual penalty in the amount of EUR 200 for each unreturned IDK card.
9. The Contractor undertakes to inform the Customer 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 Contractor 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 Customer requests, Contractor 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 Contractor's failure to fulfil any of these obligations, the Contractor is obliged to compensate the Customer for any and all damages resulting therefrom, as well as any and all costs incurred to the Customer in connection with obtaining the information on the change of the Contractor's data.

## **Article XII. Formula Clause**

1. The Parties have agreed that all rights and obligations arising out of the 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.
2. For avoidance of any doubt, the Customer has reserved any and all rights arising out of applicable provision. Individual claims arising out of the 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 Customer arising out of the Order, the Contract, GBTC or applicable provisions shall not be deemed as a waiver of such right or cause expiration of that right.
3. The Parties shall make all reasonable efforts in a good faith to ensure that all disputes arising out of the 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 SR.
4. The Parties agree that the courts of the SR have exclusive jurisdiction to settle any dispute arising out of the 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 Customer in the SR, if the



Contractor's residence or place of business is outside of SR; or

- b) a locally applicable court under the law of SR, if the Contractor's residence or place of business is in SR.

## Article XIII.

### 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 XIV.

### Final Provisions

1. Any and all previous agreements or declarations of any type made between the Contracting Parties and related to these GBTC shall be replaced by these GBTC.
2. In case of any discrepancy between the provisions in the Contract or in the Order and the annexes or these GBTC, provisions agreed in the Contract or in the Order shall prevail and are binding for the Contracting Parties.
3. The Contractor undertakes not to assign, transfer, whether for compensation or free of charge, nor otherwise dispose of the receivables arising hereunder, without prior written consent of the Customer. Otherwise such transfer is not valid.
4. The Contract modification, amendment, or cancellation is only possible by mutual written consent by the authorized representatives of the Contracting Parties.
5. If any provision of these GBTC becomes invalid, this fact shall not affect validity or effect of other provisions.
6. If the Contract, 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.
7. 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.

In Nováky, on 1st of January 2024