

General Provisions

These **General Business Terms and Conditions of the company FORTISCHEM a. s.** (hereinafter referred to as "GBTC") represent an annex to the contract, confirmed Order, and represent an integral part of the Contract.

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

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

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

Article I. Contract

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

Article II. Price

1. In return for properly performed services the Customer shall pay the total price.
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 includes all costs necessary for the overall provision of services that might be assumed by the Provider before signing the Contract while exercising their professional care.
4. The price also includes other costs necessary for the faultless provision of services. The price includes all costs on provision of services incurred to the Provider or reasonably assumed by the Provider on the basis of their professional and technical knowledge at the

time of concluding the Contract and acceptance of the Order.

5. The price shall be regarded by the Contracting Parties, within the extent of the subject-matter of the services 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 services, these changes shall be made in form of written amendments to the Contract.
7. Provider is obliged, before provision of any services, to elaborate the list of services, price list, and, if necessary, the proposal for adjustment of the deadline for completion of services and these shall be submitted to the Customer for approval. After Customer's approval, in form of a written amendment of the Contract, is Provider entitled to provision the services and after providing, for the respective payments.
8. In case the Provider performs extra services without prior Customer's approval in form of a written amendment to the Contract, any and all costs incurred to the Provider in connection with performance of these services shall be regarded as the costs previously included in the originally agreed price as specified in section 1. of this Article.
9. All extra services, approved by the Customer prior to providing by written amendments, shall be invoiced following proper providing thereof, pursuant to Article III. of these GBTC.
10. Any items not performed shall be deducted by the Provider from the price in the full amount and shall not be invoiced to the Customer.

Article III. Payment Conditions

1. Total price shall be settled upon the invoice issued by the Provider.
2. The costs for any extra services 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 services 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 Provider 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 services is regarded as fulfilled on the date when the invoiced sum is deducted from the Customer's bank account in favor of the Provider's bank account.
7. In case the Provider 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 Provider, execution proceeding, bankruptcy or restructuring proceedings has started or the Provider is in liquidation or the Provider is the debtor in the proceeding under the relevant law of the Provider's country, in such case, the Customer is entitled to unilaterally withdraw from the Contract or modify payment terms or request the Provider to provide the Customer with the obligation guarantee. If the Provider 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 Provider, which entitles the Customer to withdraw from the Contract.

Article IV.

Time and Place of Performance

1. Provider undertakes to provision the services 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 provision is the premises of the company FORTISCHEM a. s. in Nováky (hereinafter referred to as "Place of provision"). Commercial term is determined according to the INCOTERMS 2020.
4. Customer and Provider are obliged, with regard of the required deadline for providing, to provide each other with written replies to any inquiries related to the

subject-matter of the Contract within three business days of the date of their written claim.

Article V.

Contractual Penalties

1. In case the Provider is in the delay with the deadline for providing of services, the Customer is entitled to claim contractual penalty in the amount of 0.06% of the total price for each commenced calendar day of the delay.
2. Settlement of the contractual penalty does not affect the right for the damages.
3. In case of provable Provider's violation of regulations regarding OSAH, fire protection, accident prevention, and traffic rules, the Customer is entitled to claim from the Provider 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 Provider undertakes to reimburse them in the full extent within 15 days of the respective Customer's invoice issue date.
4. In case of Provider's violation of applicable legal regulations regarding the environmental protection, the Customer is entitled to claim from the Provider the contractual penalty in the amount of EUR 1500 for each individual violation. Provider 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. Provider shall be held fully responsible for such violation towards state authorities.
5. Provider 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 or Order.
6. The Customer is entitled to apply a contractual penalty to the Provider in case of breach of duty by the Provider, 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. The Provider is obliged to pay this contractual penalty to the Customer upon a written notice of the Customer. By accepting of the Contract, the Provider 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 Provider, the Provider is responsible for such breach. The application of the contractual penalty does not affect the Customer's right to compensation.

Article VI.

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 Provider.
2. Substantial breach of the contractual obligations on the Provider's side includes especially the following:
 - a) delay with adherence to the deadline for providing the services within the period and the extent specified in the Contract or the Order, or the Order accepted by the Contracting Parties;
 - b) failure to provide services in the required quality and failure to remove these deficiencies even within adequately long period determined by the Customer in a written notice;
 - c) repeated violation of regulations on fire protection and accident prevention, regulations on OSAH and environmental protection;
 - d) 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 provision).
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 services shall be carried out. In case that this Contract is terminated, Customer is entitled to claim from the Provider compensation of all the costs incurred to the Customer in connection with conclusion and performance of the Contract or the Order.

Article VII.

Force Majeure

1. In case the Provider 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 Provider or their suppliers, the performance deadline is postponed with the given period of time.
2. If performance of the Provider's obligations is prevented by the force majeure incidence lasting for more than 2 months, the Provider is entitled to withdraw from the Contract. The same right applies to the Customer, if provision of services 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 provision of services 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 VIII.

Other Provisions

1. Provider's employees and subcontractors, including their employees, are obliged, in performance of services, 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 Provider, as well as subcontractors, including their employees, are obliged, in performance of services under this Contract, to use personal protective equipment depending on the type of performed services and/or the Customer's instructions.
3. In case the services are carried out by two or more Provider's employees, Provider is obliged to appoint in writing a team leader who shall be responsible for performance of services and coordination of performance with an authorized Customer's employee.
4. Provider's employees as well as employees of subcontractors are not allowed to move and stay out of the Place of provision.
5. Provider'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 provision.
6. Provider undertakes to ensure the prevention and restrain the access to the Customer's premises (i.e. to the Place of provision) for those of their own employees or employees of subcontractors who will be intoxicated by alcohol, intoxicants, or psychotropic substances.
7. Provider 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 Provider 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 services. Customer shall claim from the Provider the contractual penalty in the amount of EUR 200 for each unreturned IDK card.

9. The Provider 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 Provider 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, Provider 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 Provider's failure to fulfil any of these obligations, the Provider 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 Provider's data.

Article IX.

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 Priedviza, as the locally applicable court of the Customer in the SR, if the Provider's residence or place of business is outside of SR; or
 - b) a locally applicable court under the law of SR, if the Provider's residence or place of business is in SR.

Article X.

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 Provider 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

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shall begin in the seventh (7th) 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