



General terms and conditions for customers

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Identification of contractual parties

1.1 The “Customer” is a contractual party receiving the characteristic performance of the contract governed by these General Terms and Conditions for Customers.

1.2. The contractual party providing the characteristic performance of the contract governed by these General Terms and Conditions (hereinafter referred to as the “Contract”) is the Supplier.

1.3. The Customer and the Supplier together are also referred to in these General Terms and Conditions as the “Contractual parties” or a “Contracting party” when mentioned in the singular.

Introductory provisions and definitions

2.1 The characteristic performance of the Contract is a performance which determines the type and nature of the Contract. Typically the characteristic performance consists of goods supplied by the Supplier to the Customer in the course of the Supplier's business (hereinafter referred to as “Characteristic performance” or “Goods”). Financial transactions, providing cooperation, participation in proceedings and other supplementary performance are typically not considered a Characteristic performance.

2.2 The Contract as per these General Terms and Conditions means any kind of contract with the nature of business customer-supplier relationship, i.e. in particular a purchase contract. Where these General Terms and Conditions use the term “Contract”, it shall also mean “order”, “agreement”, “convention” and other titles of a contractual obligation relationship falling under these General Terms and Conditions.

2.3 Shall these General Terms and Conditions not be applicable to the Contract as a whole, mainly due to the nature of the Contract, only applicable provisions of these General Terms and Conditions shall be applied. Shall there be any doubt about whether or not a provision of these General Terms and Conditions is applicable to a particular Contract, the Contractual parties undertake to adopt an interpretation which favors the application of these General Terms and Conditions in that particular case. The Contractual parties shall have the right to negotiate their contractual rights and duties differently from these General Terms and Conditions. Shall there be any discrepancy between the Contract and these General Terms and Conditions, the Contract shall prevail.

2.4 The Contractual parties agree to exclude the 1980 Vienna Convention on Contracts of Sale. In the case of a Contract with international element, the Contractual parties agree the Slovak law shall be applicable.



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Subject and concluding of the contract

3.1 The subject of the Contract may be primarily sale and/or delivery of Goods (hereinafter referred to as the "Subject"). The Supplier provides the Subject to the Customer for a fee. For timely and proper performance of the Subject, the Supplier shall have the right to be paid price agreed in the Contract. For payment of the price, relevant provisions of the Contract and these General Terms and Conditions shall apply.

3.2 The Contract can only be entered into in writing, including procedure as per § 40, paragraph 4 of the Civil Code (act No. 40/1964 Coll., as amended, hereinafter referred to as the "Civil Code"), provided the legal requirements for the validity of a legal act, such as certainty, comprehensibility, seriousness, freedom of will, etc., are met.

3.3 The Supplier shall have the right to require the Customer to fulfill certain conditions for the Contract to come into force. These conditions must be requested by the Supplier before the conclusion of the Contract.

3.4 In principle, a Contractual party is represented by its statutory representative in the process of concluding the Contract. The Contractual parties may deviate from this principle only if the person acting on behalf of the Contractual party, who is not its statutory representative, has all the authorizations necessary for the proper conclusion of the Contract. Shall the representative of a Contractual party act in violation of the instructions given to him by the Contractual party he is representing, and/or exceeded his or her powers, the Contractual party represented by him/her is still accountable to the same extent as if the representative had not exceeded his/her powers unless this Contractual party had demonstrably informed the other Contractual party of the restrictions on the powers of this representative beforehand.

Time and performance

4.1 The Contractual parties are obliged to perform their contractual duties properly and on time, following all schedules, plans of delivery, time-frames, project documentation, supplying conditions and other documents containing detailed information on time and manner of performance of the Subject. Unless the Contract states otherwise, INCOTERMS 2020 delivery condition EXW (Ex Works) from the premises of the Supplier, shall apply for delivery of all Goods.

4.2 Shall the Contract not specify terms of performance of the Subject, the Supplier shall perform in a time-frame usual for the concerned business sector. In the case of a regulated Subject, such as the supply of defense industry products, the Supplier shall not be obliged to perform prior to the issuance of licenses, consents, permits, certificates (including those for export/import, end-user certificate, etc.) or other documents required for the performance of the Subject (hereinafter referred to as



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the “Licenses”), by the competent authorities. The Customer undertakes to provide the Supplier with all reasonably required assistance and cooperation in obtaining these Licenses so that the Licenses are obtained without undue delay and to perform all actions required of the Customer (such as filing a request for the License to the competent authorities, supplying the originals of issued Licenses to the Supplier, etc.) without undue delay after the conclusion of the Contract.

4.3 The Contractual parties undertake to provide each other with all reasonably required cooperation regarding performance of the Contract, so that any problems and complications are resolved without delay and continuous and proper performance of the Contract is not jeopardized. This includes mainly, but without limitations: accepting shipments; due communication with the other Contractual party about arisen problems; attending all kinds of proceedings, controls and meetings; etc. Shall the cooperation cause an unreasonable increase in costs that the providing Contractual party could not have foreseen before concluding the Contract, the Contractual parties shall enter into negotiations regarding reimbursement of such costs. Ongoing negotiations, however, do not authorize the concerned Contractual party to refuse cooperation, shall such refusal cause delay and/or damage.

4.4 If the nature of the Contract requires the Customer to perform concurrent action, the Supplier shall not be in delay with performing his duties until the Customer duly and timely performs such concurrence. Shall the concurrence of the Customer consist of any documents protected by copyright or any other intellectual property right, the Customer shall be responsible for the settlement of these rights so that the Supplier can use these documents without any restriction; otherwise the Customer shall bear responsibility for any damages incurred by the Supplier as a result of the breach of this obligation.

4.5 The Supplier reserves the right to control the performance of the Customer, including performance of control and/or audit in the premises of the Customer, or in any other place, given such control is needed to establish if the Customer fulfills his duties under the Contract and/or these General Terms and Conditions and/or applicable laws.

Price and payment conditions

5.1 The price shall be agreed on by the Contractual parties as a lump-sum price or a price based on the budget. For the price based on the budget, the Contractual parties shall agree on a mechanism for approving the quantity of supplied items in the Contract. Unless such mechanism is agreed upon, the Supplier is not obliged to commence delivery of the Goods and the Supplier shall not be in default until such mechanism is agreed on.

5.2 The price does not include VAT unless expressly stated otherwise in the Contract. VAT shall follow applicable legislation.



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5.3 Unless agreed otherwise in the Contract, or indicated otherwise on the invoice itself, the Contractual parties set the due date of invoices at 30 days after the invoice is delivered to the Customer. Unless agreed otherwise in the Contract, the invoice shall be paid by the Customer via a bank transfer to the Supplier's bank account indicated on the invoice.

5.4 After the conclusion of the Contract, the Supplier shall have the right to change/adjust the price of the Subject in the event of an increase of the prices of materials, energies, gas, fuel, transport or other costs/inputs/commodities necessary for the performance of the Subject (hereinafter referred to as the "Inputs"), shall these increase by more than 5%. For the purposes of such an increase, the prices of the Inputs at the time of performance of the Subject are to be compared with the prices of the Inputs at the time of submission of an offer to the Customer or at the time of conclusion of the Contract, at the discretion of the Supplier. The Supplier shall inform the Customer, without undue delay after the price of the Inputs are increased by the abovementioned value.

Other rights and duties of the contractual parties

6.1 The Subject shall not be a subject of any third-party rights and shall have no legal defects. The Supplier undertakes to make sure the Subject conforms with this requirement.

6.2 The ownership rights to the Subject shall pass to the Customer at the moment of payment of the relevant invoice or at the moment of performance of the relevant part of the Subject, whichever occurs later. If the Subject is not performed in parts, the ownership rights shall pass to the Customer at the moment of payment of the whole price of the Subject or at the moment of performance of the Subject as a whole, whichever occurs later. The moment of payment of any invoice shall be the moment of crediting the funds to the Supplier's bank account.

6.3 The risk of damage to the Subject shall pass to the Customer at the moment at which the Customer or persons on the Customer's side, including the Customer's carrier, if there is any, are allowed to dispose of the Subject. For this purpose, the Customer undertakes to check the Goods upon receipt, record the Good's condition and raise objections to the Good's condition without undue delay. The Supplier is not obliged to accept any delayed claims of the Customer regarding the Good's defects.

6.4 Shall the Customer be delayed with payment of his due obligations, the Supplier shall have the right to suspend the performance of the Subject up until all due obligations of the Customer are fully paid. In such case, the performance period is extended by the period of the Customer's delay with payment of his due obligations.



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6.5 The Contractual parties hereby express their willingness and commitment to take all reasonably expected measures to prevent any forms of corruption and corrupt criminal activity, such as mainly, but not limited to: giving and/or receiving unlawful advantage, non-transparent influence on any decision-making process and/or persons, legalization of income from criminal activity, providing the means for committing crimes or others.

Claims and warranty period

7.1 The Subject has defects if any of its technical or legal characteristics is not according to the Contract, these General Terms and Conditions, any annex of the Contract (shall there be annexes attached to the Contract), generally binding legal regulations, submitted certificates, attestations and documentation of the Subject (hereinafter referred to as the "Defects").

7.2 The Contractual parties agreed that legal claims of third parties, related to the Subject, are Defects as well.

7.3 The Supplier shall be responsible for any damage caused by Defects to the Customer, including damage in the form of diminution in value of the Goods supplied. The Contractual parties agreed on a limit to the compensation of damages in the amount of 50% of the price of the Subject. This limitation shall not apply to damages caused to the Customer by the Supplier intentionally or as a result of Supplier's gross negligence. The burden of proof of an intent or a gross negligence of the Supplier shall be borne by the Customer.

7.4 The Customer undertakes to inform the Supplier in writing about the Defects without undue delay after the Customer detected a Defect or could have detected a Defect if acting with professional care (hereinafter referred to as the "Reclamation").

7.5 In the Reclamation, the Customer shall describe the Defects and attach all relevant documents proving the existence and nature of the Defect that are in his possession. The Customer shall also specify the way of assessment of and dealing with the Reclamation he is proposing to the Supplier. The Supplier shall assess the Reclamation in writing within 15 working days from the date of submitting of the Reclamation including assessment of whether the Customer's proposal of dealing with the Reclamation is appropriate. Shall the Supplier assess the Customer's proposal as inappropriate, the Supplier shall propose to the Customer an alternative solution. If the Contractual parties do not reach an agreement regarding the Reclamation within 15 working days since such Supplier's proposal, the Supplier shall have the right to deny the Reclamation or follow his alternative solution.



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7.6 For the Customer's claims arising from the Defects, the relevant provisions of the Commercial Code and other legal regulations of the Slovak republic, valid and effective on the date of occurrence of the Defect or on the date of filing the Reclamation, if the date of occurrence of the Defect cannot be determined without any doubt, shall apply.

7.7 The Supplier shall provide a warranty for the Subject to the extent specified by law, starting at the day of performance of the Subject or a corresponding part of the Subject, shall the Subject be performed in parts.

7.8 For Defects that have arisen during the warranty period as per the previous paragraph, the period in which they can be claimed as a Reclamation shall be the same as the period of the relevant warranty. After the expiry of this period, the Supplier may reject the Reclamation without any other reason.

Contractual penalties, interests on late payments

8.1 Unless stated otherwise in the Contract, the Contractual parties agreed on contractual penalties and interests on late payments as follows:

- Shall a Contractual party be delayed with payment of any due financial obligation for more than 30 days, the other Contractual party shall have the right to a contractual penalty in the amount of 0,05% of the delayed payment for each commenced day of delay.
- Contractual penalties as per these General Terms and Conditions are due in 3 days from the date of delivery of the notification of application of the contractual penalty to the obliged Contractual party.
- Payment of a contractual penalty shall not affect the right to compensation for damages resulting from the breach of the obligation secured by the contractual penalty.

Termination of the contract

9.1 The Contractual parties hereby declare their willingness to terminate the Contract by duly and timely fulfilling of all of their obligations and undertake to make maximum effort in trying to achieve such result.

9.2 Shall the need arise, the Contract may be terminated by a mutual agreement of the Contractual parties. In the Contract, the Contractual parties may agree on other ways of terminating the Contract. In the case of serious breach of obligations of a Contractual party, mainly, but not limited to: delay in fulfilling an already breached obligation, where additional time for fulfillment was provided; delay in payment of



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any due financial obligation, related to the Contract, for more than 60 days; damage incurred due to gross negligence or intent; committing a crime against a Contractual party and/or persons connected with it; etc., the other Contractual party is authorized to terminate the Contract immediately, with all consequences related to one-side termination of the Contract, as set by the legal system of the Slovak republic.

Force majeure

11.1 A Contractual party may be excused from liability for failure to perform an obligation related to the Contract if it proves that there have been circumstances of fundamental importance affecting not only the concerned Contractual party, but also a significant number of third parties, which could not have been avoided nor prevented. Such circumstances include, but are not limited to: natural disasters; declaration of widespread measures of emergency or similar, preventing the proper exercise of business; accident caused by circumstances outside of the reach of the concerned Contractual party; etc. (hereinafter referred to as "Force majeure").

11.2 Force majeure shall not in any case include the consequences of any omission, negligence, failure to follow due procedures or other action that could have been influenced by the Contractual party, whether directly or indirectly, no matter if the Contractual party would have to exert significant effort or financial resources to influence such consequences.

11.3 Shall the event of Force majeure occur, the Contractual parties undertake to inform each other without delay, but no later than 15 days since the event started, and to agree on further joint action so that all rights and duties of the Contractual parties related to the Contract, are fulfilled to the fullest extent possible. This also applies on the general legal duty to prevent damages.

Final provisions

14.1 Rights and duties not expressly regulated in the Contract, these General Terms and Conditions or other documents related to the Contract, shall be governed by the relevant regulations of the Slovak Republic, valid and effective on the effective date of the Contract.

14.2. Shall the Contract contain an international element, the Contractual parties agreed on Slovak law as the applicable law.

14.3. All disputes and disagreements related to the Contract, shall be resolved by the Contractual parties primarily by mutual agreement. Shall the Contractual parties fail to reach an agreement even after a repeated meeting at the level of statutory representatives, the Contractual parties may refer exclusively to the competent court of law in the Slovak republic.



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Identification of contractual parties

- 1.1 The contractual party receiving the characteristic performance of the contract governed by these General Terms and Conditions for Suppliers is the Customer.
- 1.2. The contractual party providing the characteristic performance of the contract governed by these General Terms and Conditions (hereinafter referred to as the "Contract") is the supplier of goods, services and/or other performance as part of their business activity (hereinafter referred to as the "Supplier").
- 1.3. The Customer and the Supplier together are also referred to in these General Terms and Conditions as the "Contractual parties" or a "Contracting party" when mentioned in the singular.

Introductory provisions and definitions

- 2.1 The characteristic performance of the Contract is a performance which determines the type and nature of the Contract. It may be any type of goods, service, work, property or non-property rights or other performance which is essential to the existence of the Contract itself (hereinafter referred to as the "Characteristic performance"). Financial transactions, providing cooperation, participation in proceedings and other supplementary performance are typically not considered a Characteristic performance.
- 2.2 The Contract as per these General Terms and Conditions means any kind of contract with the nature of business customer-supplier relationship, mainly, but not limited to: purchasing contract, contract for works, contract to provide services, licensing contract, various contracts for transferring ownership rights, etc.
- 2.3 As per points 2.1. and 2.2. of these General Terms and Conditions , where these General Terms and Conditions and/or the Contract use the term "Customer", it shall also mean "purchaser", "beneficiary" and other titles of the party receiving the Characteristic performance.
- 2.4 As per points 2.1. and 2.2. of these General Terms and Conditions , where these General Terms and Conditions and/or the Contract use the term "Supplier", it shall also mean "seller", "contractor", "obligor", "provider" and other titles of the party providing the Characteristic performance.
- 2.5 Where these General Terms and Conditions use the term "Contract", it shall also mean "order", "agreement", "convention" and other titles of a contractual obligation relationship falling under these General Terms and Conditions , including so called "innominate" contracts, insofar as these General Terms and Conditions are applicable to them.
- 2.6 Shall these General Terms and Conditions not be applicable to the Contract as a whole, mainly due to the nature of the Contract, only applicable provisions of these



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General Terms and Conditions shall be applied. Shall there be any doubt about whether or not a provision of these General Terms and Conditions is applicable to a particular Contract, the Contractual parties undertake to adopt an interpretation which favors the application of these General Terms and Conditions in that particular case.

2.7 The Contractual parties agree to exclude the 1980 Vienna Convention on Contracts of Sale. In the case of a Contract with international element, the Contractual parties agree the Slovak law shall be applicable.

2.8 The Contractual parties shall have the right to negotiate their contractual rights and duties differently from these General Terms and Conditions. Shall there be any discrepancy between the Contract and these General Terms and Conditions, the Contract shall prevail.

2.9 Amendments and additions to these General Terms and Conditions shall be made by the Customer in the form of publishing the current version of the General Terms and Conditions on the web address referred to in point 2.6. of these General Terms and Conditions. The changes shall be in force at the moment of publishing the new version of these General Terms and Conditions

Subject and concluding of the contract

3.1 The subject of the Contract may be any Characteristic performance, mainly, but not limited to: sale of goods, provision of services, performance of works, performance of transport and delivery services, creation of a product, ownership transfer, etc. (hereinafter referred to as the "Subject"). The Supplier provides the Subject to the Customer for a fee. For timely and proper performance of the Subject, the Supplier shall have the right to be paid price agreed in the Contract. For payment of the price and possible deductions from it, relevant provisions of the Contract and these General Terms and Conditions shall apply.

3.2 The Contract can be entered into in writing, including procedure as per § 40, paragraph 4 of the Civil Code (act No. 40/1964 Coll., as amended, hereinafter referred to as the "Civil Code"), as well as orally, provided the legal requirements for the validity of a legal act, such as certainty, comprehensibility, seriousness, freedom of will, etc., are met.

3.3 The Customer shall have the right to require the Supplier to fulfill certain conditions for the Contract to come into force. Such conditions may be mainly, but not limited to: grade and quality of the Subject; specifications of the Subject; requirements for the fulfillment of specific obligations arising from relevant legal regulations; requirements for the method of performance including packaging, transport, way of performing of works and other applicable requirements connected with the Subject; submission of documents proving the Customer's requirements have been fulfilled; submission of documents proving the Supplier's



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abilities, experience and/or qualification; other conditions the Customer imposes on the Supplier before concluding the Contract.

3.4 Shall the Supplier fail to fulfill his duties as per point 3.3. of these General Terms and Conditions, the Contract is not validly concluded unless the Customer agrees on an exception, enabling the Supplier to additionally fulfill such duty. Shall the exception be granted, the Supplier undertakes to fulfill this duty without delay after the exception is granted, but no later than the date he agreed on with the Customer.

Time and performance

4.1 The Contractual parties are obliged to perform their contractual duties properly and on time, following all schedules, plans of delivery, time-frames, project documentation, supplying conditions and other documents containing detailed information on time and manner of performance of the Subject. Unless the Contract states otherwise, INCOTERMS 2020 delivery condition DDP (Delivered, Duty Paid) shall apply for delivery of all applicable Subjects. Shall the Contract not specify terms of performance of the Subject, the Supplier shall perform without undue delay.

4.2 Contractual parties may enter into so-called fixed contract, i.e. Contract with fixed time of performance in which the Supplier's delay results in terminating the Contract by the Customer (see § 349, paragraph 3 of the Civil Code). Such Contract has to be duly identified as a fixed contract, e.g. with words "fixed date", "fix", etc.

4.3 The Contractual parties undertake to provide each other with all reasonably required cooperation regarding performance of the Contract, so that any problems and complications are resolved without delay and continuous and proper performance of the Contract is not jeopardized. This includes mainly, but without limitations: accepting shipments; due communication with the other Contractual party about arisen problems; attending all kinds of proceedings, controls and meetings; etc. Shall the cooperation cause an unreasonable increase in costs that the providing Contractual party could not have foreseen before concluding the Contract, the Contractual parties shall enter into negotiations regarding reimbursement of such costs. Ongoing negotiations, however, do not authorize the concerned Contractual party to refuse cooperation, shall such refusal cause delay and/or damage.

4.4 In the Contract, the Contractual parties may agree on specific requirements for time and manner of performance, such as milestones, stages, performance of tests, certifications, providing or obtaining necessary documents, licenses and other requirements, regarding the Subject (hereinafter referred to as the "Specification"). Where provided by law or regulation, such requirements may apply without being expressly agreed in the Contract. Shall the Subject include documents, which are to be delivered to the Customer by the Supplier, the Subject is completely



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performed by the Supplier only after the last document is delivered or the last part of the Subject is performed, whichever is later. Shall any of the documents, that are to be delivered to the Customer by the Supplier together with the Subject, protected by copyright or any other intellectual property right, the Supplier shall be responsible for the settlement of these rights so that the Customer can use these documents without any restriction; otherwise the Supplier shall bear responsibility for any damages incurred by the Customer as a result of the breach of this obligation. The cost of such settlement shall be included in the price.

4.5 The Supplier is obliged to submit evidence of compliance of every supply of the Subject with the Specification and other requirements, as well as a delivery note, shall the nature of the Subject so permit. The Supplier also undertakes to submit evidence of effectiveness of his QMS (system management documentation and other information on how the Supplier manages processes, as well as records on compliance with these processes), upon request.

4.6 Shall the Supplier use third parties to perform the Subject, the Supplier shall bear responsibility as if he performed himself. The same applies also for the employees of the Supplier.

4.7 The Customer shall have the right to control the performance of the Supplier, including performance of control and/or audit in the premises of the Supplier, or in any other place, given such control is needed to establish if the Supplier fulfills his duties under the Contract and/or these General Terms and Conditions and/or applicable laws.

Price and payment conditions

5.1 The price shall be agreed on by the Contractual parties as a lump-sum price or a price based on the budget. For the price based on the budget, the Contractual parties shall agree on a mechanism for approving the quantity of supplied items in the Contract. In any case, the Supplier may issue an invoice only after the quantity is approved by the Customer. Any invoice, issued without previous approval of corresponding documents by the Customer, shall not be accepted by the Customer and shall be considered as not issued, even if not formally returned by the Customer to the Supplier.

5.2 Unless expressly stated otherwise in the Contract, the price shall include all costs of the Supplier related to the performance of the Contract. This includes costs that are not listed in the price offer, budget and/or other price agreements that are a part of and/or an annex to the Contract. For this reason, the Supplier shall not have the right to be reimbursed for the costs related to fulfilling expert and/or legal requirements that are needed to perform the Subject, unless such costs are expressly stated in the Contract. The price does not include VAT unless expressly stated otherwise in the Contract. VAT shall follow applicable legislation.



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5.3 All invoices issued by the Supplier have to comply with all legal requirements of Slovak legal system, imposed on a tax document. The Customer is authorized to return any faulty invoice to the Supplier. The maturity date of the invoice shall start anew on the date of delivery of the corrected invoice to the Customer. Unless agreed otherwise in the Contract, the Contractual parties set the due date of invoices at 30 days after the invoice is delivered to the Customer.

5.4 The Supplier undertakes to compensate any damages the Customer may suffer due to the Supplier's breach of his duties and/or due to the proceedings of the public authorities, following laws governing tax warranty, tax liability transfer, tax registration, tax payment, and others, related to the Supplier and/or the Contract.

5.5 Unless agreed otherwise in the Contract, the invoice shall be paid by the Customer via a bank transfer to the Supplier's bank account indicated on the invoice.

Other rights and duties of the contractual parties

6.1 The Supplier undertakes to perform the Subject in top quality, in accordance with all legal and contractual requirements applicable to the Subject, with professional care, in his own name and at his own responsibility. Shall there occur any changes to the Subject during the period of the Contract, mainly, but not limited to: changes to manufacturing processes; new materials; changes to supply chain; etc., the Supplier undertakes to inform the Customer about such changes even before the changes come into effect and to agree with the Customer on a further procedure which may include mainly, but not exclusively: new sampling; review of documentation; tightening the final inspection at the Supplier's premises or higher demands for such inspection from the Customer; labelling all part of the Subject that are affected by this change; etc.

6.2 Unless stated otherwise in the Contract, the Supplier shall perform the Subject in a manner regular in given business field. If the Subject includes packaging, the Supplier, unless agreed otherwise in the Contract, undertakes to package the Subject in such a way that the Subject will not get damaged by mechanical, atmospheric or other influences and that the Subject can be safely transported and handled in a manner appropriate to the nature of the Subject.

6.3 The ownership rights to the Subject shall pass to the Customer at the moment of delivery, or in any other manner enabling the Customer to dispose of the Subject. The risk of damage to the Subject shall pass to the Customer together with the ownership rights to the Subject.

6.4 The Contractual parties hereby express their willingness and commitment to take all reasonably expected measures to prevent any forms of corruption and



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corrupt criminal activity, such as mainly, but not limited to: giving and/or receiving unlawful advantage, non-transparent influence on any decision-making process and/or persons, legalization of income from criminal activity, providing the means for committing crimes, and others (hereinafter referred to as the “Manifestations of corruption”).

Claims and warranty period

7.1 The Subject has defects if any of its technical or legal characteristics is not according to the Contract, these General Terms and Conditions, any annex of the Contract (shall there be annexes attached to the Contract), generally binding legal regulations, submitted certificates, attestations and documentation of the Subject, general quality requirements in the concerned business sector, reference samples of the Subject (if applicable), customs that the Contractual parties establishes between them and/or any standards or recommendations that are applicable to the Subject, either in whole or in part (hereinafter referred to as the “Defects”).

7.2 The Supplier is to be held responsible to the Customer for the Defects in full, regardless of whether or not the Defect caused damage to the Customer. The right for compensation for damages shall not be affected.

7.3 The Customer undertakes to inform the Supplier in writing about the Defects without undue delay after the Customer detected a Defect or could have detected a Defect if acting with professional care (hereinafter referred to as the “Reclamation”). In the Reclamation, the Customer shall describe the Defects and attach all relevant documents proving the existence and nature of the Defect that are in his possession. The Customer shall also specify the way of assessment of and dealing with the Reclamation he is proposing to the Supplier. The Supplier shall assess the Reclamation in writing within 10 working days from the date of submitting of the Reclamation, with only the eligibility or ineligibility of the Reclamation being in question. Shall the Supplier propose to the Customer a different way of dealing with the Reclamation from the one proposed by the Customer, the Reclamation is considered eligible. The Contractual parties may then agree on dealing with the eligible Reclamation in a way different from the original proposal of the Customer. The Supplier, however, does not have any right or claim to ask the Customer to submit to the way of dealing with the Reclamation proposed by the Supplier.

7.4 The Supplier shall provide a warranty for the Subject according to the nature of the Contract, but at least to the extend specified by law. Unless the Contract states otherwise, and if the legal regulations do not specify another warranty, applicable to the Subject, the Supplier shall provide a 2-year warranty, starting at the last day of performance of the last part of the Subject or from the day of delivery of a replacement Subject if the original Subject was replaced due to an eligible Reclamation.



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Contractual penalties, interests on late payments

8.1 Unless stated otherwise in the Contract, the Contractual parties agreed on contractual penalties and interests on late payments as follows:

- The Supplier is obliged to pay the Customer a contractual penalty in the amount of 0,05% of the value of the Contract, but no less than 100,- €, for each individual breach of any obligation, in any way related to the Contract.
- Shall a Contractual party be delayed with payment of any due financial obligation for more than 30 days; the other Contractual party shall have the right to an interest on late payment in the amount of 0,01% of the delayed payment for each commenced day of delay.
- Shall the Supplier be delayed with the delivery of the Subject, the Customer shall have the right to claim contractual penalty in the amount of 0,05% of the value of the delayed performance for each commenced day of delay.
- Contractual penalties as per these General Terms and Conditions are due in 7 days from the date of delivery of the notification of application of the contractual penalty to the obliged Contractual party.
- Payment of a contractual penalty shall not affect the right to compensation for damages resulting from the breach of the obligation secured by the contractual penalty.

Termination of the contract

9.1 The Contractual parties hereby declare their willingness to terminate the Contract by duly and timely fulfilling of all of their obligations and undertake to make maximum effort in trying to achieve such result. Shall the need arise, the Contract may be terminated by a mutual agreement of the Contractual parties. In the Contract, the Contractual parties may agree on other ways of terminating the Contract.

9.2 In the case of serious breach of obligations of a Contractual party, mainly, but not limited to: delay in performance of the Subject for more than 60 days; delay in fulfilling an already breached obligation, where additional time for fulfillment was provided; delay in payment of any due financial obligation, related to the Contract, for more than 60 days; damage incurred due to gross negligence or intent; committing a crime against a Contractual party and/or persons connected with it; etc., the other Contractual party is authorized to terminate the Contract immediately, with all consequences related to one-side termination of the Contract, as set by the legal system of the Slovak republic.



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Force majeure

11. 1 A Contractual party may be excused from liability for failure to perform an obligation related to the Contract if it proves that there have been circumstances of fundamental importance affecting not only the concerned Contractual party, but also a significant number of third parties, which could not have been avoided nor prevented. Such circumstances include, but are not limited to: natural disasters; declaration of widespread measures of emergency or similar, preventing the proper exercise of business; accident caused by circumstances outside of the reach of the concerned Contractual party; etc. (hereinafter referred to as “Force majeure”).

11.2 Force majeure shall not in any case include the consequences of any omission, negligence, failure to follow due procedures or other action that could have been influenced by the Contractual party, whether directly or indirectly, no matter if the Contractual party would have to exert significant effort or financial resources to influence such consequences.

Final provisions

14.1 Rights and duties not expressly regulated in the Contract, these General Terms and Conditions or other documents related to the Contract, shall be governed by the relevant regulations of the Slovak Republic, valid and effective on the effective date of the Contract.

14.2. Shall the Contract contain an international element, the Contractual parties agreed on Slovak law as the applicable law.

14.3. All disputes and disagreements related to the Contract, shall be resolved by the Contractual parties primarily by mutual agreement. Shall the Contractual parties fail to reach an agreement even after a repeated meeting at the level of statutory representatives, the Contractual parties may refer exclusively to the competent court of law in the Slovak republic.