



**General terms and conditions of purchase - ROEZ, s.r.o. for purchasing services for divisions of ROEZ Engineering, ROEZ STRESS ANALYZES and ROEZ Quality for contracts and orders concluded under the Commercial Code no. 513/1991 Coll. in the current system**

**Article 1**

**General provisions and basic concepts**

1. These General Purchase Terms and Conditions (hereinafter referred to as the "GTC") govern the legal relations established on the basis of Contracts and Orders concluded between ROEZ, s.r.o. registered office: Tyršova 2354/2, 934 01 Levice, IČO: 36564303, registered in the Commercial Register of the District Court Nitra, Section: Sro, File No. : 15235 / N in the position of the customer of the Services, resp. Subject of performance, that is as the Buyer, the Customer or any other similar position (the "Customer") and the other party as the Contractor.
2. Application of the General Terms and Conditions of the other Contracting Party or any other General Terms and Conditions is hereby expressly excluded, unless the Parties agree otherwise.
3. Deviations from these GTC shall be binding on the Contracting Parties only if the Contracting Parties have agreed to them in writing in the Agreement resp. in the Order. In such a case, the divergent contractual arrangements shall take precedence over the wording of these GTC.
4. These GTC are in accordance with the provision of § 273 of Act no. 513/1991 Coll. of the Commercial Code, as amended (hereinafter referred to as the "Commercial Code"), an integral part of the Contract, resp. Order.
5. Subject of the Contract, resp. Orders are the Contractor's obligation to execute the agreed Services and at the same time the Client's obligation to take over the Services performed and pay for them the agreed price.
6. Contractor means a person so designated in the Order or in the Contract (as well as its authorized legal successors), who acts in the position of the Service Provider, resp. The subject of performance, i.e. as a seller, supplier, contractor or other similar position (hereinafter referred to as the "Contractor"). as specified in the Order or the Agreement.
7. Documentation means any technical and other documentation that the Client may reasonably request from the Contractor in relation to the Subject of Performance, or the documentation itself is the Subject of Service.
8. Competent Authority means a government, state, local, national, international or supranational institution, organization, association, office, inspectorate, court, ministry or other public or self-governing body with jurisdiction in the territory where (i) the Subject of Performance is fulfill or to be used and / or (ii) the Parties have their registered office, effective business and / or otherwise operate.
9. Place of Performance means (i) the place of delivery or performance of the Service if the Subject of Performance or its part is the Service and (ii) submission of Documentation if the Subject of Performance or its part is Documentation.
10. Subject of Performance means the Service, Documentation, or a combination thereof forming one whole (work), which the Contractor is to deliver, submit and provide with respect to the Contract and / or the Order, as may be reasonably inferred from the contractual relationship and includes everything necessary for fulfillment of the purpose of the Contract, resp. Order.
11. Services means all obligations of the Contractor under the Contract; resp. Orders having the nature of activities or works. The provisions for Documentation shall also apply mutatis mutandis to the Services.
12. Parties means the Contractor and the Client.
13. Subcontractor means any person (as well as its legal successors) with whom the Contractor wishes to conclude and / or conclude the Contract, resp. Order for delivery and / or execution of any part of the Subject of Performance as well as subcontractors of this person.
14. N / A
15. Purpose of the Contract means the basic substance of the Contract, resp. Orders and the reason and objective pursued by the Client in concluding the Contract resp. Order.
16. Defect means any deviation of the actually delivered Service or its part from the Subject of Performance or its part envisaged by the Contract, resp. Order .A defect is considered mainly a defect of deliverables consisting in a condition grade (quality) or copy and / or other characteristics than those mentioned in

the Contract, resp. Order and / or performance of a Service other than that specified in the Agreement or Contract resp. Order and / or (iii) any legal defect.

**Article 2**

**Offer, Order and Contract**

1. Order, resp. conclusion of the Contract is preceded by the Contractor's Offer. The offer must include:
    - a) the business name of the Client and the Contractor, registered office, Comp. Reg. ID in the case of legal entity and person
    - b) the VAT ID of the Party, if they are the VAT payer
  - c) Service Specification - Requirements for Implementation and Quality of the Service (the "Specification") that means the name of the Service, the price of the Service (individual items and total cost, and, if applicable, a description of the Service,
  - d) list of documentation,
  - e) date and place of delivery of the Service,
  - f) the name, surname of the statutory body of the Contractor,
  - g) the name, surname and telephone contact of a person who is authorized to process a specific Offer on behalf of the Contractor,
- h) signature of the Contractor's statutory body and imprint of the Contractor's stamp in the case of a legal entity, signature of the Contractor in the case of a natural person.
2. If the Service is to be implemented on the basis of a Specification prepared by the Contractor, the Contractor shall enclose this Specification with the Offer. Such Specification is binding on the Contractor.
  3. Offers prepared by the Contractor's sales and technical staff are binding. Technical statements of the Contractor's technical staff, information on the provided Service and its properties (eg technical characteristics, plans, prices, performance and other data) given in the documents of the Contractor's brochures and price lists are always binding. For the avoidance of doubt, the Contractor has no right to change the technical parameters of the delivered Service.
  4. Under these GTC, the contractual relationship is concluded in the following ways:
    - a) on the date of signing of the written copy of the Contract by both parties, or
    - b) on the day of delivery of the written confirmation of the Contractor (confirmation of the Order) by which the Contractor accepts the Order submitted by the Client.
  5. The Contractor is obliged to deliver duly confirmed (accepted) order in writing and without reservation to the address of the Client within 4 days from its delivery to the Contractor. The Ordering Party as well as the proposal for the conclusion of the Contract may be withdrawn by the Client at any time until it is confirmed by the Contractor (in the Contract until the two-sided signature), even without stating the reason and without creating any claims of the Contractor.
  6. Draft Contract resp. Orders from the Client shall be deemed accepted by the Contractor and the Contract, respectively. The Order shall be deemed duly concluded even if the Order is not accepted in writing, resp. signature of the Contract by the Contractor and any fulfillment by the Client in accordance with the issued Order, resp. submitted draft contract. In this case, the Order shall be deemed to have been confirmed and the Contract shall be deemed concluded at the date of receipt of the relevant performance by the Client.
  7. If the provisions of these GTC are in conflict with the provisions of the Order duly confirmed by the Order, resp. the Contracts shall apply as the decisive text of such Order, resp. of the Contract if it contains a more advantageous regulation of the rights and obligations of the Client. If the Order, resp. the Contract refers to the Contractor's offer, this offer must be attached to the Order, resp. Contracts in printed form, otherwise reference to the Contractor's offer in the Order, resp. The contract is considered invalid.
  8. If two or more persons are bound by the Contractor, their obligations shall be joint and several.
  9. When canceling an already confirmed Order resp. The Contractor shall charge to the Contractor the costs incurred up





to that time, incurred damage and a surcharge of 35% of the value of the ordered Service.

10. The Contractor acknowledges that the Client is not obliged to examine the Contractor's organizational rules and considers, pursuant to § 16 of the Commercial Code, every employee of the Contractor who offers the Service as his authorized representative.
11. For further purposes of these GTC, the Order and the Contract shall be called the Unified Contract.
12. Due to the fact that the Service provided by the Contractor may also include other services offered by the Contractor, for the purposes of these GTC, the Service (s) shall be called uniformly the Subject of Performance.

### **Article 3 Subject of performance**

1. The Contractor obliges to deliver to the Customer the Subject of Performance in the scope, manner and under the conditions specified in the Contract. The subject of performance must be in accordance with the Contract by the Client's internal regulations as necessary to achieve the Purpose of the Contract. The Contractor obliges in the performance of any of its obligations and the exercise of any right under the Contract to act with due professional care.
  2. The subject matter of performance must be of first-class quality, considering the latest state of its technical solution, without any defects and in accordance with all requirements of the Contract, whether express or implied. If the Contract refers to or refers to any other document, standard, standard, etc., it shall be binding upon the Contractor. Irrespective of the preceding sentence, if the Contract refers to or refers to the Contractor's business terms or terms and conditions other than the GTC, such withdrawal or reference shall be disregarded.
3. The Contractor undertakes to provide the Client with all Documentation in the number, languages, scope, place and time according to the Contract or, if not stated in the Contract, according to the later written request of the Client.
4. The Contractor shall, with due care and with respect to the fulfillment of the Subject of Performance in accordance with the Contract, provide on request of the Client duly and timely any cooperation and support in relation to solving any and all justified requirements of the Client necessary for proper and timely fulfillment of the Subject of Performance.

### **Article 4 Place and time of performance, delivery terms**

1. The execution of the Subject of Performance shall mean its proper execution and handover to the Customer. The Contractor shall notify the Client in writing of the proper completion of the Subject of Performance and shall notify the Client of the period within which the Customer may take over the Subject of Performance.
2. The acceptance protocol signed by both parties to the Contract refers to the delivery of the Subject of Performance.
3. The Acceptance Report on Implementation and Delivery of the Subject of Performance must contain at least:
  - a) Contract number,
  - b) business name, registered office and Comp. Reg. ID number in the case of a legal entity, resp. name and surname, permanent address and date of birth in the case of a natural person of the Client and the Contractor,
  - c) identification of the Subject of Performance and relevant documentation,
  - d) the transferee (name and surname and function);
  - e) the place of acceptance of the Subject of Performance,
  - f) date of receipt of the Subject of Performance.
4. Unless otherwise specified in the Order or Contract, the Place of Delivery for the Subject of Performance is the Client's registered office.
5. The time of delivery of the Subject of Performance may be determined by an exact date or, as the case may be, a period starting from the date of signing the Contract.
6. The Contractor undertakes to perform the Subject of Performance in accordance with the terms of performance specified in the Contract.
7. In case of delay or threat of delay with the Subject of Performance, the Contractor shall (i) inform the Client without undue delay, at the same time it shall inform the Client of the reasons and expected time of the delay, ii) use all its

capabilities and options and measures to eliminate or reduce such delay.

8. In the event of a delay or in the likelihood of a delay, the Client shall have the right to order the Contractor immediately to take such steps as are necessary to meet the deadline and shall be carried out by the Contractor within the specified period and at his own expense. If such steps are not taken by the Contractor in time or are insufficient in the Client's opinion, the Client may withdraw from the Contract or take such steps himself or through a third party at the Contractor's expense to refuse the Subject of Performance or its part. The Client's claim for a contractual penalty or damages caused by the Contractor shall not be affected.
9. Unless the Contract expressly states otherwise, the Contractor is not entitled to perform the Subject of Performance prematurely.

### **Article 5 Privacy and confidentiality**

1. The Contractor (hereinafter referred to as the "Data Subject" for the purposes of this Article) acknowledges that the conclusion of the Contract gives the Client (hereinafter referred to as the "Operator") the right to process the personal data of the Data Subject according to §13 section 1 letter b) of the Data Protection Act .
2. The responsible person of the Operator is stated at the registered office of the Operator, if applicable.
3. The purpose of processing the Personal Data of the Data Subject of the Operators is the service or additional delivery of documentation of the Data Subject of the Operators, exceeding and reducing payments, collection and control of receivables from contracts.
4. The legal basis for the processing of personal data may be applied for subsidies to the data subjects from contracts which the contracting parties are also the operator.
5. The operator will process the personal data of the Data Subject in the following range (personal data list): identification data (name and surname, maiden name, titles before and after name, date of birth, Comp. Reg. ID, VAT number, registry entries, online identifiers, IP addresses, signatures), contact details (addresses / permanent residence, temporary residence, residence, billing address, delivery address, e-mail address, telephone number, fax number), economic identity data (bank account numbers, tax, accounting, delivery numbers and other data, data on payments, debts and liabilities), other legal identity data (data from contracts and other legal acts, data on non-financial liabilities, rights and entitlements, data on assets, activities and behaviors, data from cookies and preferences)) and other personal data processed under the law ("Personal Data"). The personal data is not the legal entity's contact details.
6. The period of retention of Personal Data is the time required to assert the claims of the Data Subject and / or Operator in legal proceedings determined pursuant to § 387 to 408 of the Commercial Code resp. the term of retention of Personal Data is the duration of the Agreement + twenty-four (24) months from the termination of the Agreement, or the last Agreement entered into by the parties.
7. The provision of Personal Data is a contractual requirement as well as a requirement for the conclusion of an Agreement between the Operator and the Data Subject. The provision of personal data is voluntary.
8. The operator shall not use automated decision making or profiling.
9. The Data Subject shall have the rights of the Data Subject under Title II of the Data Protection Act, in particular he shall have the right to information pursuant to § 19 to 21 of the Data Protection Act and notifications of § 22 to 28 and 41 of the Data Protection Act relating to processing, in a concise, transparent, comprehensible and easily accessible form, formulated in a clear and simple manner and provided in writing or by other means and, where appropriate, by electronic means, right of access to your Personal Data, right of rectification of Personal Data, right of erasure (right to be forgotten), right to restrict the processing of Personal Data, right to notify that Personal Data has been corrected, deleted or restricted, right to portability of Personal Data if processing





is carried out by consent or contract and is automated means, the right to object to processing personal data processing, the right not to be subject to automated individual decision making, including profiling, the right to withdraw consent to the processing of Personal Data at any time and the right to file a complaint to the Supervisory Authority (Data Protection Office of the Slovak Republic, www.dataprotection.gov.sk) and application for the initiation of a data protection procedure. The scope, limitations and methods of exercising these rights are set out in Title II of the Data Protection Act.

10. The Data Subject has the right to object to the processing of personal data if they are processed for reasons of public interest, legitimate interest or for the purposes of direct marketing. An objection to the processing of personal data may be made in writing to the Operator.
11. The Data Subject is entitled to withdraw the consent to the processing of personal data, if the processing of personal data is done only with his consent, in writing to the Operator.
12. Control of personal data processing is carried out by the Office for Personal Data Protection of the Slovak Republic based at Hraničná 4826/12, 820 07 Bratislava - Ružinov. The data subject shall be entitled to initiate proceedings on the protection of personal data to the Office as the supervisory authority.
13. All documentation and other information of a tangible and intangible nature - including in electronic form, which the Data Subject may have been acquainted with during the implementation of the Agreement or received without confidentiality, and the Data Subject is not authorized to use, submit, copy and to reproduce any materials or documentation related to the Subject of Performance, nor is it authorized to make these documents available to third parties without written consent and without the license from the Operator. The data in question may only be used by the Data subject only in connection with the implementation of the Agreement.
14. At the same time, the Data Subject is obliged to maintain confidentiality of all facts which he / she learned during the cooperation with the Operator, except for those designated by the Operator for publication. § 17-20 of the Commercial Code apply to the above.

#### **Article 6**

##### **Contractual price**

1. The Customer obliges to pay the Contractor the price specified in the Contract (the "Contract Price") and under the conditions specified in the Contract for the Subject of Performance. The Contract Price is made by the Parties and includes all costs of the Contractor related to the fulfillment of its obligations under the Contract. The Contract Price is fixed, final and is not subject to any changes throughout the term of the Contract. Unless expressly stated otherwise in the Contract, the Contract Price is determined as the amount exclusive of VAT.
2. If the Contract Price or part thereof for the Subject of Performance is determined in unit prices, the provisions of the preceding point on the strength and finality of the Contract Price shall apply to unit prices.
3. All duties, taxes (except for value added tax), fees, transportation, insurance, accommodation, or other fees are included in the Contract Price. If the Subject of Performance is subject to value added tax pursuant to the generally binding regulation valid at the place of taxable trade on the day of performance of the Contractor, this tax shall be invoiced and paid in accordance with this regulation.
4. If it was agreed in the Contract that the price of the Subject of Performance shall be determined in accordance with the Contractor's price list, it shall be the Contractor's price list valid as of the date of signing the Contract. The Contractor's price list must be attached to the Contract, otherwise the reference to the Contractor's price list in the Order shall be considered invalid. The price list shall be binding on the Parties at least until the end of the following calendar year. The price list cannot be unilaterally changed by the Contractor during its validity, even due to the increase of the Contractor's costs.

5. Unless the Contract states otherwise, the Client shall not provide the Contractor with any advance payments.
6. Any and all other work requested by the Client outside the agreed scope contained in the Specification but necessary for the execution of the Subject of Performance, i.e. in order to fulfill its substance within the meaning of the Contract are included in the price for execution of the Subject of Performance. The price of the additional works requested will be the subject of an agreement between the parties, unless otherwise specified in the contract.
7. Placing a complaint gives the Client the right to suspend payment for the Subject of Performance. In the event of any defects in the Subject of Performance, the Customer shall be entitled to withhold a part of the price that would correspond to the claim for a discount if the defects were not remedied.

#### **Article 7**

##### **Terms of payment**

1. The contract price shall be paid on the basis of the invoice (s) issued by the Contractor. The Contractor shall submit the relevant invoice to the Customer no later than 15 (fifteen) days after the proper handover and acceptance of the Subject of Performance or its part. Part of each invoice will be proof of partial, resp. full compliance signed by both Parties.
2. The Contractor shall be fully responsible to the Client for the compliance of its invoices with its internal regulations. The Contractor cannot be relieved of this liability. The Contractor shall be obliged to compensate the Client for any damage incurred as a result of an incorrect or late invoice.
3. Invoices shall have all the particulars required by the legislation in force at the place of taxable trade. In addition to the particulars required by law, invoices must always include the following: (a) a bank connection in the IBAN, BIC (SWIFT) structure; (b) the serial number of the invoice; c) Contract number; d) signature of the issuing person and stamp of the Contractor.
4. If the Subject of Performance has been provided with a deposit and / or withholding, the Contractor is obliged to deduct these proportionally in individual invoices, unless stated otherwise in the Contract.
5. Invoices are due within 60 days from the date of their delivery to the Contractor.
6. Invoice, resp. the deposit is paid on the day the debit amount is debited from the Client's account. In case of delay in payment of a properly issued invoice for properly fulfilled Subject of performance, the Contractor shall be entitled to charge the Client interest on late payment amounting to 0.02% of the outstanding amount for each day of delay.
7. The Party shall be entitled to return the invoice without payment and to indicate the reason for the return if the invoice was issued in violation of the Contract within the due date of the relevant invoice. In the case of an invoice issued in violation of the Agreement, the issuing Party must correct it or cancel it and issue a new one. The maturity of the new invoice will be followed by clause 5 of this article. If a Party is entitled to return an invoice under this clause, it will not be in default of the invoiced payment.

For the avoidance of doubt, if a Party fails to return an invoice issued in violation of the Agreement within the period referred to in the first sentence of this clause, this will not result in the eligibility of the invoice being recognized.

8. If the Customer is obliged to pay withholding tax on the payment to the Contractor according to the current legal order or to secure a tax (the so-called tax security), the payment to the Contractor will be reduced by this tax. The Customer shall pay such retention tax on behalf of the Contractor to the relevant tax administrator.
9. If the Customer is obliged to pay taxes and / or fees for either the Contractor, Subcontractors or their employees, the Contractor shall pay to the Customer within 30 days of receiving the Customer's request (i.) the amount so paid and (ii) any other costs or expenses incurred by the Customer (e.g. if the Customer pays the tax administrator for the VAT Contractor). The same shall apply if the Customer pays taxes and fees for these persons in connection with the breach of their obligations (especially fines, penalties, interest, etc.). The Contractor shall be obliged to submit without delay all necessary information and documents required by the Client





for making such payments. Other claims of the Client under the Contract remain unaffected.

10. If the Customer's payments to the Contractor are governed by the relevant international double taxation treaties, the Contractor shall submit to the Customer proof of his / her tax residency, proof of his / her tax residency within 10 (ten) days from the conclusion of the Contract and at any time during the term of the Contract. the existence of a permanent establishment, as well as any other document which the Client may at its discretion require from the Contractor in order to assess the Contractor's status from the perspective of income tax in relation to the Subject of Performance. The Contractor shall be liable to the Client for inaccuracy, incompleteness, out-of-date or untrue information given in the documents pursuant to the previous sentence and shall be obliged to compensate any damage caused to the Client. Other claims of the Client under the Contract remain unaffected.
11. The Contractor shall, within 10 (ten) days from the conclusion of the Contract as well as at any time during the term of the Contract at the request of the Client, submit to the Client the Contractor's proof of his VAT registration in the country as well as any other document that the Client may at its discretion require from the Contractor in order to assess the Contractor's status in terms of VAT in relation to the Subject of Performance. The Contractor shall be liable to the Client for inaccuracy, incompleteness, out-of-date or untrue information given in the documents pursuant to the previous sentence and shall be obliged to compensate any damage caused to the Client. Other claims of the Client under the Contract remain unaffected. If the Contractor ceases to be a VAT payer during the term of the Contract, the Contractor is obliged to notify the Client of this fact in writing within 3 (three) days from when this fact occurred.
12. If, at any time during the term of this Contract, the Contractor is included in the list of persons for whom the reasons for canceling the VAT registration pursuant to § 81 Sec. 4 letter b) the second point of Act No. 222/2004 Coll. on Value Added Tax, as amended, it undertakes to inform the Client in writing without delay. From the date of the Contractor's entry in the list published by the Financial Directorate of the Slovak Republic on the portal of the Financial Administration of the Slovak Republic, the Client shall be entitled to withhold from the invoices issued by the Contractor amounts corresponding to invoiced VAT ("VAT Retention") regardless of the legal title of the total invoiced amount. The Customer is obliged to release the VAT Retention Factor to the Contractor, however, reduced by the amounts applied to the Customer by the relevant tax administrator under the Customer's statutory liability pursuant to § 69b of Act no. 222/2004 Coll. on Value Added Tax, as amended, only if the Contractor is deleted from the list specified above and submits to the Customer a confirmation from the relevant tax administrator that there is no arrears of VAT on the Contractor, not older than 5 (five) days. If the Customer or the Contractor withdraws from the Contract, the Customer shall be entitled to withhold the VAT Retention until the Contractor meets the conditions for its release under this point. For the avoidance of doubt, the retention of the VAT Retention by the Client constitutes a payment in the amount of the VAT Retention for the payment of the Client to the Contractor at the due date of the relevant invoice and the subsequent retention of the VAT Retention. Other claims of the Client and under the Contract remain unaffected. The provisions of this clause shall apply mutatis mutandis in other similar cases where, pursuant to another legal regulation, the Client shall be liable and / or liable for the Contractor's obligations towards the Competent Authorities and / or third parties.
13. The provisions of this Article relating to invoices shall also apply mutatis mutandis to the advance payment requirement and / or the retention requirement.
14. The Customer shall be entitled, in its sole discretion, to satisfy any of its monetary claims against the Contractor under the Contract by offsetting, withholding a reasonable amount of money due to the Contractor. The Contractor shall not be entitled to offset any of its receivables from the Client against the receivables of

the Client from the Contractor, nor to satisfy it by any other form of security.

#### **Article 8**

##### **Acceptance of the Subject of Performance**

1. The Contractor shall deliver together with the Subject of Performance all Documentation as well as a) delivery note, which shall contain in particular: delivery note number, name of the Contractor, number of the contract, item number of the contract, date of dispatch and receipt, description and price of the Service, b) certificate of completeness of the Service c) eventually other documents.
2. Delivery and acceptance of the Subject of Performance shall be confirmed by the Parties in a written acceptance protocol ("Acceptance Protocol"). After realization of the Subject of Performance, the Contractor shall submit to the Customer documents proving proper fulfillment of the Subject of Performance, Documentation and the Acceptance Protocol signed by the Contractor and request the Client to sign the Acceptance Protocol.
3. The Client shall be obliged not later than 60 (sixty) days from the fulfillment of the Contractor's obligation pursuant to the second sentence of clause 2 of Article 8 (i) to sign and deliver the Acceptance Protocol to the Contractor; or (ii) reject the Contractor's request, stating reasonable reasons. A reasonable reason shall always be that the Subject of Performance has Defects, regardless of their scope and nature or the Customer shall have reasonable suspicion that such Defects exist and will ask the Contractor for remedy.
4. The Customer is entitled to sign the Acceptance Protocol at its own discretion despite any Defect of the Subject of Performance. In such case, the Contractor shall be obliged to remedy the Defects of the Subject of Performance by the deadline and in a manner agreed in writing or specified by the Client. The list of Defects, the dates of their removal, and the method of their removal, will be set out in an Annex to the Acceptance Protocol, confirmed by both Parties.
5. The Acceptance Protocol signed by the parties is a document authorizing (i) the Contractor to issue an invoice for the relevant payment, (ii) the Customer, his customer and / or another person to fully use the Subject of Performance. The signing of the Acceptance Protocol shall not affect the other rights and obligations of the Parties, unless the Agreement expressly states otherwise, and in particular does not constitute evidence that (i) The Subject of Performance was, at the time of signing the Acceptance Protocol by the Client, regardless of its content, without any defects, and (ii) The Contractor duly and timely fulfilled all its obligations under the Contract.

#### **Article 9**

##### **Transfer of property rights and risk of damage**

1. The Contractor bears the risk of damage to the Subject of Performance during performance of the Subject of Performance.
2. The Customer shall acquire title to the Subject of Performance at one of the following points, whichever is the earliest: (a) at the moment of the transfer of the risk of damage to the Subject of Performance within the meaning of clause 3 of this Article 9; (b) by delivery to the Place of Performance resp. when the Client is entitled to dispose of the Subject of Performance (c) by paying the Contract Price or part; (d) at the moment immediately preceding the moment at which the Customer, for whom the Subject of Performance is intended, acquires property rights to the Subject of Performance. The provisions of this section shall also apply appropriately to the transfer of the right to dispose of the Documentation as its own within the scope of the Contract. The Contractor undertakes in relation to the Subcontractors to ensure that the transfer of rights under this clause to the Client does not conflict with the contract between the Contractor and the Subcontractor.
3. The risk of damage to the Subject of Performance shall pass to the Client on the day of signing the Acceptance Protocol.

#### **Article 10**

N/A

#### **Article 11**

##### **Quality assurance**

1. The subject matter of performance shall meet the requirements of the standards and / or regulations specified





in the Contract. Unless such standards and / or regulations are specified in the Agreement, the standards and / or regulations of the country in which the Subject of Performance or the equipment for which the Subject of Performance is intended shall apply.

2. The Contractor undertakes to comply with the requirements for quality management systems and environmental systems pursuant to ISO 9001: 2008 and ISO 14001: 2004 when implementing the Subject of Performance.
3. N/A
4. The Contractor shall at any time allow the Customer or its customer or their authorized person to carry out the quality management system audit at any time to the Contractor and / or Subcontractors at the latest within 7 (seven) days of the Customer's prior written notification.
5. The Contractor is responsible for ensuring that the Subject of Performance will comply with all generally binding environmental protection legislation in force at the agreed Place of Performance / Destination. If the Subject of Performance is repeatedly in contradiction with the above-mentioned regulations or if the Contractor does not remedy this contradiction within the period specified by the Client, the Client may withdraw from the Contract.
6. The Customer and / or its Customer has the right at any time during the execution of the Contract to inspect the Subject of Performance, resp. part of it to ensure that it complies with the conditions agreed in the Treaty. The Contractor shall bear all costs and expenses (including the costs of preparing the required accompanying documentation) that he incurs for a satisfactory result of any tests, controls or inspections under the Contract. The Contractor shall notify the Client at least 14 (fourteen) days before the date of the examinations, checks or inspections and the date and place of their performance and shall provide the Client with all documents in good time, but at least 5 (five) days before the date of the tests, checks or inspections. If any test, check or inspection has to be repeated for reasons on the part of the Contractor, the Contractor shall bear all costs and expenses incurred in retaking such tests, checks or inspections, including the costs of the Client, its customer, experts or inspectors, the presence of which in the repeated tests the customer will deem necessary. Other claims of the Client under the Contract shall remain unaffected. No inspection shall relieve the Contractor of responsibility for the proper and timely fulfillment of the Subject of Performance. The Contractor undertakes to ensure that the Client is entitled to exercise the rights under this Article also against the Subcontractors.

#### **Article 12 Warranties and Warranty Period**

1. If the Contractor's liability for defects is not expressly excluded by the Contract, the Contractor shall be liable for any and all Defects to the extent and under the conditions specified in the Contract.
2. If at any time prior to the start of the Warranty Period, the Customer finds that the Subject of Performance or any part thereof is defective or there is a threat of such Defects, the Customer is entitled (i) request the Contractor to remedy such Defects within 24 (twenty-four) hours at the latest from the notification of the Defect to the Contractor (ii) eliminate the Defects himself or through a third party at the Contractor's expense (iii) reject the Subject of Performance or part thereof and rectify the Subject of Performance themselves or through a third party at the Contractor's expense. The exercise of rights under the preceding sentence shall not preclude other rights of the Client under the Contract. The Contractor's liability for further Defects is excluded in such a case only if (i) the Client or a third party authorized by the Contractor fails to intervene in the Subject of Performance or its part under this clause with due care and (ii) The Contractor has notified the Client in writing of the possibility of the occurrence of Defects as a result of such an occurrence. The exclusion of liability of the Contractor according to the previous sentence applies only to Defects directly caused by the intervention according to the previous sentence.
3. Without limiting the scope of the Contractor's liability under clause 1, Article 12, the Contractor shall also be responsible for ensuring that the Subject of Performance maintains the agreed quality for the period referred to in the first sentence of clause 4, Article 12 ("Warranty Period") and it will maintain the agreed quality and will in other respects comply with the requirements of the Contract ("Warranty").
4. The warranty period starts from the signature of the Acceptance Protocol, unless the Acceptance Protocol specifies an earlier date, and (i) 60 (sixty) months from the signing of the Acceptance Protocol, and (ii) the expiry of the actual or expected lifetime of the project implemented by the Client for which the Subject of Performance is determined, whichever is longer, in the case of the Contractor's Project Documentation, including the design. However, if there is a longer warranty period under Applicable Regulations or a Subcontractor's warranty against the Contractor for the individual parts of the Subject of Performance, such longer warranty period shall be deemed to be the Warranty Period in this section. The Contractor is obliged to inform the Client of all facts relating to the Warranty Period according to the previous sentence and to hand over to the Client all documents that must be submitted in the event of claiming for liability for Defects. For the avoidance of doubt, the signing of partial protocols by the Customer, or any other act / omission of the Customer or its Customer shall not affect the commencement of the Warranty Period.
5. The warranty period for individual parts of the Subject of Performance shall run independently. The provision on the commencement of the warranty period pursuant to clause 4 of Article 12 remains unaffected. The warranty period for the individual parts of the Subject of Performance consists of the moment of commencement of the period for reporting the Defect pursuant to clause 6, Article 12, if the Customer notifies the Contractor of such Defect in accordance with clause 6, Article 12.
6. If the Customer finds out during the Warranty Period that the Subject of Performance or part thereof has Defects, the Customer is obliged to send a notice of such Defect to the Contractor within 20 (twenty) days from the date of such finding. If the period according to the previous sentence expires after the warranty period has expired, the Customer's notification of the Defect shall be deemed timely if the Customer delivers it to the Contractor no later than the last day of the 20 (twenty) day period. The early notification shall also include the Customer's notice of Defect delivered to the Contractor within 20 (twenty) days from the date of the finding of the Defect, which the Customer discovered after the warranty period expires, in case of (i) Defect of which the Contractor knew or could know if he acted with due care, but the Customer did not notify such a Defect, while the Customer did not know about such a Defect at that time; or (ii) A defect that occurred after the expiration of the Warranty Period and which is a consequence of facts that the Contractor knew or knew at the latest on the last day of the Warranty Period if it acted with due care, but the Contractor did not notify the Client thereof and the Client did not know such facts at that time.
7. The Contractor shall deliver a written statement on the notification pursuant to clause 6, Article 12 and on the facts and / or claims of the Client stated therein and / or raised without undue delay, but no later than 5 (five) days from its receipt.
8. If the Contractor fails to fulfill any of its obligations under clause 7 of Article 12, the Defect Notice under clause 6 of Article 12 shall be deemed justified and the Defect, including any claim made by the Customer in such notice, recognized by the Contractor.
9. In case of notification of the Defect pursuant to clause 6, Article 12, the Customer shall be entitled in such notification or at any time thereafter to exercise any of the following claims: (a) request the Contractor to remedy the Defect depending on its nature, in particular (i) repairing the Subject of Performance if the Defect is repairable, (ii) delivery of a replacement Subject of Performance, if the Defect is irreparable, (iii) delivery of the missing part of the Subject of Performance and / or (iv) removal of a legal defect; (b) remove the Defect itself or through a third party at the Contractor's expense; (c) refuse the Subject of Performance or any part thereof and continue the performance itself or through a third party at the Contractor's expense; (d) request





- a reasonable discount from the Contract Price; or (e) withdraw from the Agreement if the Defect constitutes a material breach of the Agreement.
10. The Contractor is obliged to remove the Defect in the manner and within the period specified by the Client. If the Customer does not set a deadline for the removal of the Defect, the Contractor shall remove the Defect within 15 (fifteen) days of the Customer's claim. If the Contractor considers that the Defect has been remedied, (i) shall notify the Customer in writing, (ii) present to the Customer documents proving the removal of the Defect and the protocol for removal of the Defect signed by him and (iii) request it to sign such protocol. The provisions of the GTC on the signature of the Acceptance Protocol shall apply accordingly to the signature of the protocol on removal of the Defect. Until the Defect Removal Protocol is signed, the Client is not obliged to pay the Contractor a part of the Contract Price that would correspond to its claim for a discount from the Contract Price, the Client's claim for reimbursement and other claims of the Client in relation to the Defect. The Contractor shall remove the Defect and fulfill all related obligations at its own expense and risk. The Contractor shall be obliged to remove the Defect regardless of whether it acknowledges its responsibility for the Defect or not.

### **Article 13 Force majeure**

1. Force majeure is an exceptional occurrence and / or circumstance, (a) which occurred after the conclusion of the Agreement independently of the will and / or control of the Party; (b) which prevents that Party from performing its obligations under the Agreement; (c) it cannot reasonably be assumed that such a party, having due diligence, could (i) have foreseen at the time of conclusion of the Agreement and / or (ii) mitigated, averted and / or overcome the consequences of such an event / circumstance; and (d) which is not attributable to the other Party or to its customer ("Force Majeure").
2. Force majeure shall be deemed, in particular, to the following events / circumstances, provided that the criteria set out in clause 1 of Article 13 are met: (a) war, state of war, invasion of enemy troops, mobilization, terrorist attack; (b) civil war, rebellion, rebellion, civil unrest, general strike; and / or (c) natural disasters or natural disasters, e.g. earthquake, hurricane, typhoon, volcanic activity, flood, calamity. Force majeure shall never be deemed to be a deterioration in the economic situation of a Party, but such deterioration is a direct, major and immediate consequence of an event or circumstance meeting the criteria for the definition of Force Majeure. Force majeure on the part of the Contractor shall never be considered except for the preceding paragraph (i) lack of manpower, material, supplies, energy, production / transport capacities / resources and / or raw materials, downtime, vehicle accident, industrial accidents or incidents of the Contractor and / or however, this situation is a direct, major and immediate consequence of an event or circumstance that meets the criteria of force majeure definition, and even (ii) when the Contractor could partially fulfill its obligation through a Subcontractor, including engaging another Subcontractor for part of the Subject of Performance, for the performance of which he has already hired the Subcontractor, regardless of the additional costs involved.
3. A Party shall not be liable to the other Party for a breach of its obligation under the Agreement if (i) Force majeure is the direct and principal cause of such breach, but only to such an extent and during its duration; and (ii) A party that invokes Force Majeure shall fulfill its obligations under clause 4 and 5 of Article 13. However, a Party may never discharge its responsibility under the first sentence of this point if, at the time of Force Majeure, it has already been in delay in fulfilling its obligation to which Force majeure refers.
4. A party invoking Force Majeure shall notify the other Party in writing and prove with force majeure the occurrence of Force Majeure and the consequences of Force Majeure for the fulfillment of its obligations without delay, but no later than 5 (five) business days from the date on which the power to know or learn could if she acted with due care.
5. A party invoking force majeure shall take all necessary measures to minimize further damage. Without prejudice to the obligation under the first sentence of this clause, if Force majeure is invoked by the Contractor, it shall at all times take all necessary measures to protect the Subject of Performance or the affected part thereof.
6. If the Contractor rightfully invokes Force Majeure and has fulfilled all of its obligations related thereto, the Contractor shall be entitled to a reasonable extension of the terms of performance against the Client (but not the claim for reimbursement of costs or other claim), but within the scope of Force Majeure. if such claim is made no later than 30 (thirty) days after the Force Majeure ceases.

### **Article 14 Withdrawal from the Contract**

1. The Customer is entitled to withdraw from the Contract at any time, even in part if: (a) The Contractor is in delay with the performance of the Subject of Performance, resp. parts thereof, by more than 30 (thirty) days; (b) the Contractor fails to take the steps pursuant to Article 3 properly and on time or such steps are insufficient in the Client's opinion; (c) the amount of the contractual penalties for the Contractor's delay under the Contract exceeds 20% (twenty percent) of the total Contract Price; (d) The Contractor shall not be removed from the list referred to in clause 12 of Article 7 nor within 30 (thirty) days from the date of its inclusion in that list; (e) the Contractor shall not remove the Defect in accordance with the Contract; (f) Subject of performance, resp. part of it has a Defect which constitutes a material breach of the Treaty; (g) the Contractor breaches the Contract substantially; (h) the Contractor breaches the Contract in any other way than in a substantial manner and does not remedy such breach even within a reasonable period of time from the delivery of the Customer's request for remedy; (i) the Contractor shall materially or repeatedly violate any legal regulation or internal regulation of the Client; (j) the assets of the Contractor are declared bankrupt, restructured or otherwise, the purpose of which is to collectively satisfy the creditors of the Contractor; (k) The Contractor becomes insolvent or if, in the Customer's reasoned opinion, the Contractor finds himself in a situation where he will not be able to perform his duties properly and / or in time; (l) Force Majeure, regardless of which Party is involved, shall consistently last more than 2 (two) months or more than 4 (four) months in total for all Force majeure. The Client may withdraw from the Contract even if he has withdrawn from the contract with him or terminated such contract or otherwise terminated his customer for whom the Subject of Performance is intended or if the Client has withdrawn from the contract with this customer. In such a case, the Contractor shall only be entitled to reimbursement of expenses which it has reasonably and effectively incurred up to the date of withdrawal from the Contract and which it proves by the relevant written documents and (ii) which under no circumstances include any profit (even lost) of the Contractor.
2. The Contractor shall be entitled to withdraw from the Contract, even in part, (a) if the Client is in delay with payment of the invoice for the Contract Price or partial payments exceeding 30% of the total Contract Price by more than 150 (fifty) days and did not remedy such breach nor within an additional period of 30 (thirty) days from receipt of the Contractor's written notice; (b) if the Force Majeure, regardless of which Party intervenes, lasts continuously for more than 2 (two) months or more than 4 (four) months in total for all Force majeure. However, the Contractor shall not be entitled to withdraw from the Contract pursuant to this point after 30 (thirty) days from the date on which he became aware or could have learned of such reason if he acted with due care.
3. Withdrawal from the Contract must be made in writing stating the reason for withdrawal if required by the Contract and must be demonstrably delivered to the other Party. Withdrawal from the Agreement shall terminate the Agreement from the moment of delivery of the notice to the other Party. The rights and obligations of the Parties arising prior to the withdrawal shall be preserved, in particular (i) claims for reimbursement of costs; (ii) damages claims; (iii) claims for contractual penalties, interest, default interest and





other penalties that the Agreement grants; (iv) rights and obligations under guarantees; (v) the Client's right to VAT Retention; and (vi) other obligations of the Parties which, by their nature, are to survive the termination of the Agreement.

#### **Article 15**

##### **Contractual penalties**

1. The Client shall be entitled to demand from the Contractor the payment of a contractual penalty in the amount of: (a) 100% of the total Contract Price if the Contractor breaches any of its obligations under clause 2 and 3 of Article 20; (b) 1% (one percent) of the total Contract Price for each commenced day of delay of the Contractor for performance of any part of the Subject of Performance, for each such part of the Subject of Performance separately; (c) 0.5% (zero five tenths of a percent) of the total Contract Price for each commenced day of the Contractor's delay in remedying the Defect.
2. The contractual penalty shall be payable within 30 (thirty) days of receipt of the request for payment together with its billing to the Contractor.
3. The application and / or payment of the contractual penalty shall not invalidate the Contractor's obligation to fulfill the obligation ensured by the contractual penalty.
4. The application and / or payment of the contractual penalty shall be without prejudice to the Client's claim for damages against the Contractor. The provisions of the previous sentence shall also apply to other claims of the Client against the Contractor arising from a breach of an obligation secured by a contractual penalty.
5. The total amount of the Client's fines in accordance with the Contract and these GTC is limited to 10% of the total price of the Service.
6. The contracting parties have expressly agreed that the limitation period for the application of the contractual penalties of the Customer is 1 year from the protocol handover of the goods.

#### **Article 16**

##### **Compensation for damages**

1. A party that breaches its obligation under the Contract shall be liable to the other Party for the damage caused.
2. As part of a claim for damages, the Contractor shall never be entitled to (i) lost profits against the Client, (ii) any additional costs incurred by the Contractor as a result of the breach of the Client's legal obligation in preventing further damage or mitigating (iii) the costs associated with the recovery of claims under the Agreement, whether or not before the competent court, and (iv) the loss of the Contractor in connection with the assertion of claims by third parties.
3. The Contractor shall take all reasonable measures to minimize any damage that may or may have occurred.
4. If any action of the Client in the contractual relationship with the Contractor caused damage and this damage was demonstrably and directly caused by the fault of the Customer, the Contractor has the right to claim compensation of directly incurred damage. In any event, the claim for damages of the Contractor shall be limited to an amount representing 10 to 20% of the value of the Contract or part thereof. Claims for damages of the Contractor exceeding the amount corresponding to 20% of the value of the Subject of Performance are excluded. Indirect and consequential damages, such as lost profits or costs incurred as a result of a breach of the Customer's obligations, are excluded from the recovery of damages, and thus the Customer shall only cover actual damage to property or health to the extent stated above and not lost profits and other indirect and consequential damage. The Customer shall also not cover damages caused by loss of income, loss of use, capital expenditures or expenses connected with production interruption.
5. The Contractor undertakes to indemnify the Client from any and all obligations, losses, damages, penalties, claims, actions, taxes, obligations, disputes, expenses and expenses (including reasonable legal fees, investigative costs and expenses) incurred by the Client and which are in any way related to or arising from direct or indirect breach of any Supplier's declaration, warranty or obligation under the Agreement, or any other contractual relationship between the Client and the Contractor subject to these GTC.

6. In the event of conclusion of the Contract or any cooperation agreement or Service or any part thereof and providing the Client's intellectual property and any cooperation and contractual relationship, the Statutory Officer or the person authorized to act on behalf of the Contractor agrees that its interests, causing any loss (financial and any other), damaging the reputation of the Client, failure to comply with contractual obligations and lack of cooperation in the protection of the Client's interests takes the responsibility for such acts of legal entity or natural person Contractor to himself. Regardless of the person who represented the Contractor as a statutory body at the signing of the Contract, if it is proved that the Contractor as such caused the occurrence of an unfavorable situation for the Client, the Statutory Body resp. the current representative of the Contractor with legal sanction to the full extent, will agree that he would have acted in violation of these GTC, the Contract signed by him with the Client, or the concluded and breached agreement. Such person also assumes full responsibility for such damage to the Client.

#### **Article 17**

##### **Intellectual property rights**

1. The Contractor undertakes to protect the Customer from claims of third parties and to indemnify it for all claims and requirements arising from infringement of intellectual property rights, especially copyright and industrial rights (trade name, patents, utility models, technical solutions, designs, designation rights, trademarks, etc.) and / or other protected rights of third parties in connection with the Subject of Performance.
2. If the Contractor violates the rights under clause 1, Article 17, upon request of the Client shall immediately provide for the Client all rights necessary for the use of the Subject of Performance or replace the Subject of Performance or its part with such performance that does not violate such rights.
3. The Contractor shall transfer to the Customer and / or its Customer free of charge the right to use the Subject of Performance or its part protected by the rights under clause 1. Article 17. The right to use the Subject of Performance also includes the right to change or repair the Subject of Performance or its part protected by such rights, and to continue to grant the same rights to third parties. The Customer and its Customer shall have the right to assign to such third parties such rights, including their tangible carriers, for the purpose of making spare parts, performing adjustment / repair, as well as using the Subject of Performance.

#### **Article 18**

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

1. The Agreement and all information contained therein, as well as all information exchanged and provided by the Parties in connection with the Agreement and its performance, is confidential information. The Parties undertake to maintain confidentiality of confidential information and to use such confidential information to the extent necessary and solely for the purpose of implementing the Agreement.
2. Notwithstanding any other clause of this Article, the Customer shall be entitled to provide any confidential information to its customer.
3. The obligations of the Parties set forth in this Article shall survive the termination of the Agreement.

#### **Article 19**

##### **Applicable law and dispute resolution**

1. Without prejudice to the provisions of the Contract governing the relationship of the Contract and the applicable law, the law applicable to the legal relationship established by the Contract shall be the substantive law of the Slovak Republic.
2. Should any dispute arise between the Parties arising out of and / or relating to the Agreement, the Parties undertake to make reasonable efforts to resolve it amicably. The Slovak courts will have jurisdiction to settle any dispute between the Parties arising out of and / or relating to the Agreement. The provision of the preceding sentence shall not prevent a Party from seeking interim relief against the other Party even before the courts of another State, if this is necessary to protect the rights of the first Party. Any dispute between the Parties arising out of and / or relating to the Contract shall not relieve the Contractor from the obligation to fulfill its obligations under the Contract in a due and timely manner.





## **Article 20**

### **Final provisions**

1. Changes to the Contract. Unless expressly stated otherwise in the Agreement, the Agreement (including the rights and obligations arising therefrom and their security) may only be amended or supplemented by a written amendment.
2. Assignment. The Contractor agrees that if the Customer requests the Customer for whom the Subject of Performance is intended, all of the Customer's rights and obligations under the Contract shall be assigned to this Customer. The Contractor is not entitled to assign and / or transfer to a third party, in whole or in part, any of its rights and / or obligations under the Contract without the prior written consent of the Client. Such action is ineffective against the Client.
3. Right of lien. The Contractor shall be entitled to establish a lien in favor of a third party for the thing, right or other property value that arose and / or arises from the Contract or in connection with the Contract only with the prior written consent of the Client.
4. Full agreement. The Agreement contains a complete and final agreement between the Parties. Any and all other prior conventions, correspondence, agreements, representations, assurances, promises, whatever their form, shall not be taken into account after the conclusion of the Agreement.
5. These General Purchase Conditions are valid and effective as of 01.03.2019.
6. If any provision of the Contract or these GTC becomes invalid or ineffective without the express will of both contracting parties, this shall not affect the validity and effectiveness of other contractual arrangements. The Contracting Parties are obliged to replace such a provision with a new valid and effective provision to preserve the economic and legal purpose, which will correspond as much as possible to the purpose pursued by the conclusion of the Treaty.
7. Information, data or instructions in any form or form that the Client has provided or addressed to the Contractor in performance of the Contract or in connection with the Contract are intended solely for the Contractor's needs, are confidential and may not be disclosed or provided to third parties without the express written consent of the Client, unless such information, data, data or instructions become generally known, or if disclosure or disclosure is required by special regulation.
8. During the term of the Contract, the Contractor is obliged to notify the Client without delay of a change in the business name, registered office, residence, Comp Reg. ID, bank connection and other data specified in the Contract. The Contractor shall notify the Client of the fact that bankruptcy / restructuring / execution proceedings have been initiated for its assets and that the Contractor has decided on its cancellation and entry into liquidation. The Contractor shall be obliged to fulfill the notification obligation according to the previous sentence against the Client within 15 days from the date when any of the above-mentioned facts occurred in the form of a written notice delivered within the said 15-day period specified 15-day period.
9. The Customer reserves the right to unilaterally change the GTC or replace it with a new wording. The Client shall notify the Contractor of the change to the GTC no later than 30 days before the effective date of their new wording. From the effective date of the new GTCs, these will apply to all contractual relations to which they are subject, and which are in force on the effective date.
10. The change of GTC is not considered a breach of the Contract by the Client. The change of the GTC does not entitle the Contractor, after the entry into force of the new wording of the GTC, to fulfill properly and timely its obligations agreed in the Contract as well as the obligations arising for it from the new wording of the GTC.
11. The Contractor is entitled at any time during the term of the contractual relationship to request a new version of these GTC in paper or electronic form, together with the date of their validity and effectiveness.
12. By signing the Order and / or the Contract, the Contractor confirms that he has accepted these GTCs from the Client, read them, understood their contents and agrees with this.

