

ROEZ, s.r.o.

GENERAL TERMS AND CONDITIONS OF PURCHASE

to the Contracts and Orders concluded in accordance with the Commercial Code no. 513/1991 coll. as amended

(goods)

ROEZ - purchaser

version 01/2023

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I. GENERAL PROVISIONS AND BASIC TERMS

1. These General Terms and Conditions of Purchase (hereinafter referred to as the "GTC") govern the legal relations arising from the 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 Buyer of Goods, i.e. as the Buyer, the Customer or any other similar position (the "Customer") and the other party as the Supplier.

2. Supplier means a person so designated in the Order or in the Contract (as well as its authorized legal successors) who acts as the Supplier of the Goods, i.e. as the Seller, the Contractor or any other similar position (hereinafter referred to as the "Supplier") as specified in the Order or the Contract.

3. The 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.

4. Deviations from these GTC are binding on the contracting parties only if the contracting parties have agreed in writing in the Contract or in the order. In such a case, the divergent contractual arrangements shall take precedence over the wording of these GTC.

5. These GTC are in accordance with § 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.

6. Subject of the Contract, resp. Orders are the Supplier's obligation to deliver the agreed Goods and at the same time the Customer's obligation to deliver the Goods and pay the agreed price for it.

7. Documentation means any technical and other documentation that the Client may reasonably request from the Supplier in relation to the Goods.

8. Competent Authority means a government, state, local, national, international or supranational institution, organization, association, authority, inspectorate, court, ministry or other public or self-governing body with jurisdiction in the territory where (i) the Goods are to be delivered resp. where it is to be used and / or (ii) the Parties have their registered office, actual business and / or otherwise operate.

9. Place of Performance means (i) the place of delivery of the Goods if the Subject of Performance or part thereof is the Goods, and (ii) the place of submission of Documentation if the Subject of Performance or part thereof is Documentation.

Subject of Performance shall mean the Goods, Documentation, or a combination thereof constituting a whole, 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 include everything necessary to fulfill the purpose of the Contract. The subject matter of performance also includes the supply of special equipment necessary for proper use and operation and / or regular maintenance of delivered goods.

10. The Parties mean the Supplier and the Customer.

11. Subcontractor means any person (as well as its legal successors) with whom the Contractor wishes to conclude and / or conclude a contract for the supply and / or delivery of any part of the Goods,

resp. The subject of performance as well as the subcontractors of this person.

12. Goods means movable goods determined individually or in quantity and type according to the specification contained in the Contract or in the Order.

13. Purpose means the basic substance of the Contract, resp. Orders and the reason and objective pursued by the Client in their conclusion.

14. Defect means any deviation of the actually delivered Subject of Performance or its part from the Subject of Performance or its part envisaged by the Contract, resp. Order. In particular, defects shall be deemed to be (i) a defect in the Subject of Performance consisting in a quantity, quality (quality) or design and / or other characteristics than those stated in the Contract or in the Contract Order and / or in such packaging or transport equipment that is contrary to the method set forth in the Agreement or (ii) delivery of a different Subject of Performance as specified in the Contract, resp. Order and / or (iii) any legal defect.

II. OFFER, ORDER AND CONTRACT

1. Order resp. conclusion of the Contract is preceded by the Supplier's Offer. The offer must include:

- a) the business name of the Client and the Contractor, the registered office, the Reg. Comp. identification number in the case of a legal entity and a natural person
- b) the VAT ID of the Party, if they are a VAT payer)
- c) Goods Specification - (hereinafter "Specification") i.e. name of goods according to catalogue, price for Goods (individual items and total price, quantity and, if applicable, description of Goods,
- d) list of Goods documentation,
- e) the date and place of delivery of the Goods,
- 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 Supplier,
- h) signature of the Contractor's statutory body and stamp of the Contractor in the case of a legal person, signature of the Contractor in the case of a natural person.

2. If the Goods are to be manufactured and delivered on the basis of a Specification prepared by the Contractor, the Contractor shall enclose this Specification to the Offer. Such Specification is binding on the Supplier.

3. Offers prepared by the Contractor's sales and technical staff are binding. Technical statements of the Contractor's sales staff, information on the Goods and its properties (e.g. dimensions, weight, technical characteristics, plans, prices, performance and other data) given in the Contractor's catalogues, brochures, and price lists are always binding. For the avoidance of doubt, the Supplier has no right to change the technical parameters of the delivered Goods.

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 contracting parties, or,
- b) on the day of delivery of the written confirmation of the Supplier (order confirmation), by which the Supplier accepts the Order submitted by the Client.

5. The Supplier is obliged to deliver a duly confirmed (accepted) Order in writing and without reservation to the Customer's address within 4 days of its delivery to the Supplier. The Ordering Party, as well as the proposal to conclude the Contract, may be withdrawn by the Ordering Party at any time until its confirmation by the Supplier (in the Contract by a two-sided signature), even without stating a reason and without giving rise to any Supplier's claims.

6. Draft Contract, resp. Orders made by the Client shall be deemed accepted by the Supplier and the Contract, respectively. An 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 Customer 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 conflict with the provisions of the Order duly confirmed by the Order or the Contract, it shall prevail as the text of such Order or the Contract as long as it contains a more favorable regulation of the rights and obligations of the Client. If the Order refers to the Supplier's offer, this offer must be attached to the Order, resp. Contracts in printed form, otherwise the reference to the Supplier's offer in the Order shall be considered invalid.

8. If two or more persons are bound by the Supplier, their obligations shall be joint and several.

9. When an already confirmed Order resp. Contract is cancelled by the Contractor, they shall be charged by the Client the costs incurred up to that time, incurred damage and a surcharge of 35% of the value of the ordered Goods.

10. The Contractor acknowledges that the Customer is not obliged to examine the Contractor's organizational rules and considers, within the meaning of § 16 of the Commercial Code, each Contractor's employee who offers the Goods as his authorized representative.

11. For further purposes of these GTC, the Order and the Contract shall be called the Unified Contract.

III. DELIVERY OF GOODS

1. The Contractor undertakes to deliver the Goods to the Customer in the scope, manner and under the conditions specified in the Contract. The Goods must be in accordance with the Contract, the Client's internal regulations as necessary to achieve the Purpose of the Contract. The Contractor undertakes to act with due professional care in fulfilling any of its obligations and exercising any right under the Contract.

2. The goods shall be of new, first-class quality, taking into account the state of the art of their technical solution, free from defects and in accordance with all requirements of the Contract, whether express or implied. If the Agreement refers to or refers to any other document, standard, standard, etc., it shall be binding upon the Contractor. Notwithstanding the foregoing sentence, if the Agreement refers to or refers to the Supplier's business terms or terms and conditions other than the GTC, such withdrawal or reference shall be disregarded. If

the subject of performance is several identical Goods, these must be fully interchangeable.

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 delivery of the Goods in accordance with the Contract, provide, at the Customer's request, duly and timely any cooperation and support in relation to the resolution of any and all of the Customer's legitimate requirements relating to the Subject of Performance.

IV. PLACE AND TIME OF PERFORMANCE, DELIVERY TERMS

1. Delivery of the Goods shall mean its proper execution and handover to the Customer. The Supplier shall notify the Customer in writing about the proper construction of the Goods and shall notify the Customer of the period within which the Customer may take over the Goods.

2. The delivery of the Goods is stated in the delivery note resp. the handover protocol, signed by both parties to the Contract.

3. Delivery note, resp. the handover protocol shall 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 Goods and relevant documentation,
- d) transferee (name, surname and function),
- e) the place of delivery of the Goods,
- f) the date of receipt of the Goods.

4. Unless otherwise specified in the Order or Contract, the Place of Performance for the Goods and Documentation is determined by the agreed delivery term under the INCOTERMS® 2020 rules - production plant of the Customer.

5. The time of delivery of the Goods may be determined by an exact date or, as the case may be, a period starting from the day of signing the Contract.

6. The Contractor undertakes to deliver the Goods in accordance with the delivery dates specified in the Contract / Order. If delivery dates are not specified, the Contractor undertakes to deliver the goods in accordance with the delivery dates resulting from the Customer's delivery dates for the end customer (if known) or within a reasonable time frame.

7. In case of delay or threat of delay of the Goods, the Contractor shall (i) inform the Customer without undue delay, at the same time it shall inform the Customer of the reasons and expected time of the delay, (ii) use all its abilities and options and take all necessary measures to eliminate or reduce such delay.

8. In the event of delay or in the likelihood of delay, the Customer shall have the right to order the Supplier to immediately take such steps as are necessary to meet the deadline and the Supplier shall perform them within the specified time and at its own expense. If such steps are not taken by the Contractor in time or are insufficient in the Customer's opinion, the Customer may withdraw from the Contract or take such steps himself or through a third party at the Supplier's expense, refuse to supply the Goods or its part. The Client's claim for a contractual penalty or damages caused by the Supplier is not affected.

9. Unless the Contract expressly states otherwise, the Supplier is not entitled to deliver the Goods prematurely.

V. PRIVACY POLICY

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 Customer (hereinafter referred to as the "Operator") the right to process the personal data of the Data subject according to §13 paragraph 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 it is designated.

3. The purpose of processing the Personal Data of the Data subject by the Operator is the delivery of the Goods by the Data subject to the Operator, conclusion and performance of the Contracts, collection and enforcement of receivables from the Contract.

4. The legal basis of the processing of Personal Data is the fulfillment of the contractual obligations of the Data subject under the Contract, to which the Controller is also a party.

5. The controller will process personal data of the Data subject to the following extent (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 documents, payment, debts and payables data), other legal identity data (contract and other legal data, non-financial payables, rights and entitlements data, activity, activity and behavior data, cookie and shopping preference data) 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 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, if necessary, 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 with the Supervisory Authority (Data Protection Office of the Slovak Republic, www.dataprotection.gov.sk); 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.

VI. CONTRACTUAL PRICE

1. The Customer undertakes to pay to the Contractor for the Goods the price specified in the Contract (the "Contract Price") and under the conditions specified in the Contract. The Contract Price is the agreement of the Parties and includes all costs of the Supplier 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 Goods is determined in unit prices (per pc, kg, tonne, metre, etc.), the provisions of the preceding point on the strength and finality of the Contract Price shall apply to unit prices. At the same time, the following applies: if the quantity of the Goods specified in the Contract is only approximate or not stated as approximate, the Contractor is obliged to deliver all the Goods, and the Customer is obliged to pay to the Supplier the Contract Price or its part of the amount of the Contract Price.

3. All duties, taxes (excluding value added tax), fees, transportation, insurance, or other fees are included in the Contract Price. If the Goods are subject to value added tax in accordance with the generally binding regulation in force at the place of taxable trade on the day of performance of the Supplier, 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 Goods shall be determined in accordance with the Supplier's price list, it shall be the Supplier's price list valid as of the date of the Order. The Supplier's price list must be attached to the

Contract, otherwise the reference to the Supplier's price list in the Order shall be deemed 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 Supplier during its validity, even due to the increase of the Supplier's costs.

5. Unless the Contract states otherwise, the Client shall not provide the Supplier with any advance payments.

6. Price of other requested works as well e.g. commissioning of the Goods, or service intervention, etc. shall be the subject of an agreement between the Parties, unless otherwise specified in the Agreement.

7. Placing a complaint gives the Client the right to suspend payment for the delivery of the Goods. In the event of any defects in the Goods, the Customer is entitled to withhold a part of the purchase price that would correspond to the claim for a discount if the defects were not remedied.

VII. 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 Goods 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 Customer for the compliance of its invoices with its internal regulations. The supplier cannot be relieved of this responsibility. The Contractor shall be obliged to compensate the Customer 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 Goods have been advanced and / or withheld, the Contractor is obliged to deduct them proportionally in the individual invoices, unless stated otherwise in the Contract.

5. The invoices are due within 60 days from the date of their delivery to the Supplier.

6. Invoice, resp. the advance payment 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 delivered Goods, 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 and issue a new one. The maturity of the new invoice will be governed by point 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 time limit set out in the first sentence of this clause, this will not result in the eligibility of the invoice being recognised.

8. If the Customer is obliged to pay withholding tax or to secure a tax (so-called tax security) from the payment to the Contractor in accordance with the current legal order, the payment to the Contractor shall be reduced by this tax. The Customer shall pay such retention tax on behalf of the Supplier to the relevant tax administrator.

9. If the Customer is obliged to pay taxes and / or fees for either the Supplier, Subcontractors or their employees, the Customer shall reimburse 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 (for example, if the Customer pays to the tax administrator for the VAT Supplier). 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 Customer 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 tax residence within 10 (ten) days of the conclusion of the Agreement and the existence of a permanent establishment, as well as any other document that the Client may, in its sole discretion, require from

the Contractor in order to assess the Contractor's status in terms of income tax in connection with the delivery of the Goods.

The Supplier shall be liable to the Client for incorrect, incomplete, 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, provide the Client with the Supplier's proof of his VAT registration in the country as well as any other document that the Client may in its sole discretion require from the Contractor in order to assess the Supplier's VAT status in relation to the delivery of the Goods. The Supplier shall be liable to the Client for incorrect, incomplete, 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 Customer in writing within 3 (three) days of the occurrence of this fact.

12. If the Contractor is added at any time during the term of this Contract to 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 Customer is entitled to withhold from the invoices issued by the Contractor amounts corresponding to invoiced VAT ("VAT Retention"). The Customer is obliged to release the VAT Retention 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 removed from the list specified above and submits to the Customer a confirmation from the relevant tax administrator that there is no arrears of the Contractor for VAT, 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 fulfills the conditions for its release under this point. For the avoidance of doubt, the retention of the VAT Retention by the Customer constitutes a payment in the amount of the VAT Retention for the Customer's payment to the Contractor at the due date of the relevant invoice and the subsequent retention of the VAT Retention. Other claims of the Client under the Contract remain unaffected. The provisions of this clause shall apply mutatis mutandis in other similar cases where, under another legal regulation, the Client shall be liable and / or liable for the Supplier's obligations to 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 Client's receivables from the Supplier, nor to satisfy it by any other form of security.

VIII. ACQUISITION OF GOODS

1. The Contractor shall supply together with the Goods all Documentation mainly

- a) the 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 shipment and receipt of delivery, number of delivery units, quantity the weight, the price per unit, the mode of transport and, where appropriate, the means of transport,
- b) the certificate of quality and completeness of the supply or the declaration of conformity,
- c) proof of delivery,
- d) inspection certificates in accordance with the requirements of standard EN 10204.

2. The handover and acceptance of the Goods shall be confirmed by the Parties in a written acceptance protocol ("Acceptance Protocol"). Upon delivery of the Goods to the Place of Performance, the Contractor shall submit to the Client documents proving the proper fulfillment of the Goods, Documentation and the Supplier's signed Acceptance Protocol and ask the Client to sign the Acceptance Protocol.

3. The Customer shall be obliged not later than 60 (sixty) days from the fulfillment of the Contractor's obligation under the second sentence of point 2 of Article 8 (i) to sign and deliver the Acceptance Protocol to the Contractor or (ii) to reject the Contractor's request with a reasonable reason. The reasonable reason will always be that the Goods have Defects, regardless of their scope and nature, or the

Customer will have reasonable grounds to suspect that such Defects exist and ask the Contractor to perform the appropriate test. The Contractor is obliged to perform the test requested by the Customer at its own expense. If the Defect is not proven, the Contractor shall be entitled to reimbursement of the costs of such examination against the Customer.

4. The Customer is entitled, at its discretion, to sign the Acceptance Protocol in spite of any Goods defect. In such case, the Contractor shall be obliged to remedy the Defects of the Goods by the deadline and in a manner agreed in writing or specified by the Customer. 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 Supplier to issue an invoice for the relevant payment, (ii) the Customer, its customer and / or another person to fully use the Goods. 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 proof that (i) Goods were, at the time of signing the Acceptance Protocol by the Customer, regardless of its content, without defects and (ii) The Supplier has fulfilled all its obligations under the Contract in a due and timely manner.

IX. TRANSFER OF TITLE AND RISK OF DAMAGE

1. The Contractor shall bear the risk of damage to the Goods during the performance of the Goods and shall be the owner of the Goods. Ownership of the goods procured by the Customer to fulfill the delivery of the Goods shall not pass to the Supplier, but the Supplier shall bear the risk of damage to such things since their receipt from the Customer. Ownership of the item subject to maintenance, repair or modification shall not pass to the Supplier, but the Contractor shall bear the risk of damage to the item since its receipt.

2. The Customer shall acquire title to the individual Goods at one of the following points, whichever is the earliest:

- a) at the moment of the transfer of the risk of damage to the Goods within the meaning of point 3 of this Article 9;
- b) by delivery to the Place of Delivery resp. when the Customer is authorized to dispose of the shipment (if the Goods are transported);
- c) by paying the Contract Price or part;
- d) the moment immediately preceding the moment at which the customer of the Customer for whom the Goods are intended acquires title to such Goods. The provisions of this section shall also apply mutatis mutandis 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 Customer does not conflict with the contract between the Contractor and the Subcontractor.

3. The risk of damage to the Goods shall pass to the Client on the day of signing the Acceptance Protocol.

X. LABELING, PACKAGING AND TRANSPORT

1. The Supplier shall mark, pack and furnish the Goods for transport in the manner specified in the Contract. If the Contract does not specify how the Contractor shall mark, pack and / or furnish the Goods for shipment, the Contractor shall mark, pack and furnish the goods for shipment in a manner that (i) is customary for the Goods in international trade or (ii) the method to determine the manner necessary to preserve and protect the Goods. The packaging must be such that, during handling, transport and storage, no physical damage or other deterioration of the Goods may occur. If wood packaging is used, the Contractor shall also ensure the issue and presentation of the relevant Phyto-sanitary certificate. The labeling of materials and goods must be visible and indelible, and include basic information about the materials, melting, and dimensions.

2. The Contractor shall be responsible for the correct marking of the Goods, for the correct use of the transport documents and, if he is obliged to ensure the transport of the Goods, for the conclusion of contracts necessary for their transport to the Place of Performance and / or Destination by appropriately selected means of transport.

3. If the subject of performance is the supply of Goods for export to third countries resp. it is export from third countries - countries outside the EU and the Contractor is obliged to arrange the export customs procedure, the Contractor shall submit to the Customer all Documentation necessary to prove the export of the Goods according to the relevant regulations in the Slovak Republic as part of the Goods delivery, namely (i) to third countries from the EU, an export accompanying document (EX) and a customs declaration certifying the exit of the Goods from the European Community by the customs authorities (electronic document received from customs - export confirmation), (ii) where the goods are transported Subject of the Contractor's performance, Documentation on the dispatch or transport of the Goods (e.g. CMR, shipping note, air waybill, TIR Carnet, etc.). Documentation proving the export of the Goods to third countries shall be submitted by the Contractor to the Customer no later than: (i) within 15 (fifteen) days of confirmation of export by the Customs; an export accompanying document (EX)

within 5 (five) days of release from the customs procedure, and (ii) a ship and air waybill immediately after their issue, but no later than 5 (five) days; or (iii) CMR, CIM up to 15 (fifteen) days after endorsement by the consignee, and / or (iv) a TIR carnet within 15 days after endorsement by the customs office of destination. If the tax administrator or customs authority imposes sanctions or fines on the Customer for failure to comply with the statutory obligation due to failure to receive documents and / or documentation proving the export of the Goods from the Supplier within the required period, the Supplier shall pay the Customer 10 (ten) days from receipt of the bill to the Contractor.

4. Delivery of the Goods, including transportation costs, shall be governed by the agreed delivery term under the **INCOTERMS® 2020** rules. In case of conflict between the provisions of the Contract and the content of the delivery terms, the provisions of the Contract shall prevail.

5. The Contractor shall (i) at least 10 (ten) days prior to the planned dispatch of its delivery, notify the Customer of the date of dispatch, and (ii) on the day of dispatch of the Goods and accompanying documentation and / or Documentation by fax, at the same time notify the Customer by email of all transport data and transport documents.

6. If dispatch instructions are not known or are incomplete at the time of conclusion of the Contract, the Client is obliged to send them to the Supplier upon request within a reasonable period of time before the Goods are dispatched.

7. If dispatch of the Goods is postponed at the request of the Customer, the Supplier shall store the Goods with professional care, free of charge and protect it against damage, deterioration and loss. If such Customer's request is not enforced by the Supplier's failure to fulfill its obligations under the Contract, the Supplier shall be reimbursed the costs reasonably incurred in fulfilling the above obligation for the period of performance of this obligation, which exceeds 3 (three) months from the beginning of storage.

XI. QUALITY ASSURANCE

1. Goods must 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 state in which the Goods or equipment for which the Goods are intended will apply.

2. The Supplier undertakes to observe the requirements for quality and environmental management systems in accordance with ISO 9001: 2015 and ISO 14001: 2015 when delivering the Goods.

3. If the Goods are intended for the project implemented by the Client in one of the EU countries, the Contractor shall submit to the Client a "Declaration of Conformity" document and mark the Goods with the "CE" mark in accordance with European legislation on conformity assessment. If the Goods are intended for a project implemented by the Client outside the EU, the Contractor shall submit to the Client a document confirming the quality and completeness and mark the Goods in accordance with the legislation of the country of the Supplier.

4. The Contractor shall at any time allow the Customer or its Customer or their authorized person to carry out any audit of the quality management system at the Contractor and / or Subcontractors at any time within 7 (seven) days of the Customer's prior written notification.

5. The Supplier is responsible for ensuring that the Goods comply with all generally binding environmental protection legislation in force at the agreed Place of Performance / Destination. If the Goods repeatedly contradict the above-mentioned regulations, or if the Contractor fails to remedy the contradiction within the period specified by the Client, the Client may withdraw from the Contract.

6. The Customer and / or its Customer shall have the right to inspect the Goods at any time during the execution of the Contract, or its part, 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, inspections or inspections under the Contract. The Contractor shall notify the Client at least 14 (fourteen) days before the date of the tests, 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 Supplier of responsibility for the proper and timely delivery of the Goods. The Contractor undertakes to ensure that the Customer is entitled to exercise the rights under this Article also against the Subcontractors.

XII. 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 Goods or a part thereof is defective or there is a threat of such Defects, the Customer is entitled (i) to request the Supplier, to remedy such defects to the Supplier within 24 (twenty-four) hours, at the latest, (ii) remedy the Defects himself or through a third party at the Supplier's expense; (iii) reject the Goods or any part thereof. The exercise of rights under the preceding sentence shall not preclude other rights of the Client under the Contract. The Supplier's liability for further Defects is excluded in such a case only if (i) the Customer or a third party authorized by it does not intervene in the

Goods or its part in accordance with this clause with due care and (ii) the Supplier has warned the Customer in writing of the possibility of defects as a result of such intervention. The Supplier's exclusion of liability under the preceding sentence shall apply only to Defects directly caused by the intervention under the previous sentence.

3. Without limiting the scope of the Supplier's liability under clause 1, Article 12, the Supplier shall also be responsible for ensuring that the Goods maintain the agreed quality during the period referred to in the first sentence of clause 4, Article 12 ("Warranty Period"). In other respects, comply with the requirements of the Agreement (the "Warranty").

4. The warranty period starts from the date of signing the Acceptance Protocol, unless the Acceptance Protocol specifies an earlier date, and expires (i) 24 (twenty-four) months from the signing of the Acceptance Protocol, and (ii) expiry of the actual or expected lifetime of the project implemented by the Customer for which the goods are intended, whichever is longer, in the case of the Contractor's Design Documentation, including design. However, if there is a longer warranty period under Applicable Regulations or a Subcontractor's warranty against the Supplier for individual parts of the Goods, such longer warranty period shall be considered as a Warranty Period in this Part. 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 case 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 Goods runs separately. The provision on the commencement of the warranty period pursuant to point 4 of Article 12 remains unaffected. The warranty period for the individual parts of the Goods shall start from the moment of commencement of the period for reporting the Defect pursuant to clause 6, Article 12, if the Customer notifies the Supplier of such Defect in accordance with clause 6, Article 12.

6. If the Customer finds during the Warranty Period that the Goods, or a part thereof, are defective, the Customer is obliged to send a notice of such Defect to the Supplier within 20 (twenty) days from the date of such finding. If the period according to the previous sentence expires after the expiry of the Warranty Period, the Customer's notification of the Defect shall be deemed timely if the Customer delivers it to the Supplier no later than the last day of the 20 (twenty) day period. Notification by the Client of the Defect delivered to the Contractor within 20 (twenty) days from the date of the finding of the Defect, which the Client has discovered after the expiration of the Warranty Period, in the case of (i) a Defect, which the Supplier knew or could have known at the latest on the last day of the Warranty Period if it acted with due care, but the Customer did not notify such Defect, and the Customer did not know about such 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 Supplier knew or knew at the latest on the last day of the Warranty Period if it acted with due care, but the Supplier did not notify the Customer thereof and the Customer 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 Customer stated therein and / or asserted 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 its notice or at any time thereafter to exercise any of the following claims: (a) request the Supplier to remedy the Defect depending on its nature; in particular (i) repairing the Goods if the Defect is repairable, (ii) supplying a replacement Goods if the Defect is irreparable, (iii) supplying the

missing part of the Goods and / or (iv) removing the legal defect; (b) remove the Defect by itself or through a third party at the Supplier's expense; (c) reject the Goods or any part thereof and continue to perform the Product itself or through a third party at the Supplier'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 shall remove the Defect in the manner and within the period specified by the Customer. 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 shall not be obliged to pay to the Contractor 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 Supplier is obliged to remove the Defect regardless of whether it acknowledges its responsibility for the Defect.

XIII. 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 considered in particular 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 in the previous paragraph (i) lack of manpower, material, supplies, energy, production / transport capacities / means and / or raw materials, downtime, vehicle accident, industrial accidents or incidents of the Contractor, and / or a Subcontractor, unless such a situation is a direct, major and immediate consequence of an event or circumstance meeting the Force Majeure definition criteria, or (ii) where the Contractor could partially fulfill its obligation through a Subcontractor, Goods for the performance of which it has already engaged a 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 clauses 4 and 5 of Article 13. However, a Party may never discharge its liability 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 they 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 the Supplier refers to Force Majeure, it shall always take all necessary measures to protect the Goods or its affected part.

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 Customer (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.

XIV. WITHDRAWAL FROM CONTRACT

1. The Customer is entitled to withdraw from the Contract at any time, even in part if:

- a) The Supplier is in delay with the delivery of the Goods, resp. parts thereof, by more than 30 (thirty) days;
- b) The Contractor fails to take the steps specified in Article 3 in a proper and timely manner, or such steps are insufficient in the Customer's opinion;
- c) the amount of the contractual penalties for the Supplier's delay in 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 otherwise than in a substantial manner and does not remedy such breach within an additional 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 acting 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 be unable 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.
- m) The Contractor does not have or loses the authorization to supply the Goods or is included on any international sanction list (EU, Slovak Republic, etc.).

The Client may withdraw from the Contract even if he has withdrawn from the contract with him or terminated such contract or otherwise terminated by his customer for whom the Goods are 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 costs reasonably and efficiently incurred by the date of withdrawal from the Contract and proven by the relevant written documents, and (ii) which shall 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 Customer is in delay with the payment of an invoice for the Contract Price or partial payments exceeding 30% of the total Contract Price by more than 150 (one hundred and fifty) days, nor within an additional period of 30 (thirty) days from receipt of the Supplier'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 under this clause 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 Agreement must be made in writing stating the reason for the withdrawal if required by the Agreement 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.

XV. CONTRACTUAL PENALTIES ZMLUVNÉ POKUTY

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 clauses 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 the delivery of any part of the Goods, for each such part of the Goods (if so divided) separately;
- c) 0.5% (zero five tenths of a percent) of the total Contract Price for each commenced day of 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 Supplier. The provisions of

the preceding sentence shall also apply to other claims of the Customer against the Supplier arising from a breach of an obligation secured by a contractual penalty.

5. 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.

6. In the event that ROEZ or a customer of ROEZ discovers that the supplier of materials or goods has altered, supplemented, or otherwise modified the information on the inspection certificates provided with the materials and goods, a contractual one-time penalty of EUR 20,000 will be imposed on the supplier.

7. The supplier shall pay the contractual penalty by direct bank transfer to the Client's bank account within 30 days of receiving the invoice for the contractual penalty.

XVI. 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 claim (i) lost profits against the Customer, (ii) any additional costs incurred by the Contractor as a result of a breach of the Client's legal obligation to prevent or mitigate further damage (iii) the cost of recovery under the Agreement, whether or not before the competent court; (iv) the Contractor's losses incurred in connection with 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 is limited to an amount of 10 to 20% of the value of the Contract or its part. Claims for damages of the Contractor in excess of 20% of the value of this work 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 therefore the Customer shall only cover actual damage to property or health (within the agreed limits) and not lost profit and other indirect and consequential damages. 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, liabilities, 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 Customer and the Supplier subject to these GTC.

6. In the event of the conclusion of the Contract or any cooperation agreement or service, production and delivery of the Goods or any part thereof and the provision of the intellectual property of the Customer and any cooperation and the establishment of the contractual relationship, in the event of damage to the Client and its interests, causing any loss (financial or any other), damage to the reputation of the Client, failure to comply with contractual obligations and insufficient cooperation in protecting the interests of the Client, Regardless of the person who as the statutory body represented the Contractor, when signing the Contract, if it is established that the Contractor as such caused the adverse situation for the Client, the Statutory Officer will agree in respect of the Supplier's current representative, with legal sanction in its entirety, 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.

XVII. INTELLECTUAL PROPERTY RIGHTS

1. The Contractor undertakes to protect the Client 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 and services, trademarks, etc.), and / or other protected rights of third parties in connection with the delivery of the Goods.

2. If the Contractor violates the rights under clause 1, Article 17, at the request of the Customer shall immediately provide the Customer with all rights necessary to use the Goods, or upon the Customer's consent, the Goods or part thereof shall be replaced by 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 Goods or any part thereof protected by the rights under

clause 1. Article 4. The right to use the Goods shall also include the right to further 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 media, for the purpose of making spare parts, performing adjustment / repair, as well as using the Goods.

XVIII. CONFIDENTIAL OD 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. All documentation and other information of a tangible and intangible nature - including in electronic form, which the Contractor may have been acquainted with during the execution of the Contract or received without confidentiality, and the Contractor shall not use, submit, copy and reproduce any materials or nor is it entitled to make these documents available to third parties without written consent and without granting a license from the Client. The data in question may only be used by the Contractor in connection with the execution of the Contract.

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. At the same time, the Contractor is obliged to maintain confidentiality of all facts which he became acquainted with during the cooperation with the Client, with the exception of those designated by the Client for publication. § 17-20 of the Commercial Code apply to the above.

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.

XIX. 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. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the legal relationship established by the Treaty.

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 Supplier of its obligation to fulfill its obligations under the Contract in a due and timely manner.

XX. FINAL PROVISIONS

1. Changes to the Contract. Unless the Agreement expressly states otherwise, 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 in the event of a request of the Customer of the Customer for whom the Goods are intended, all rights and obligations of the Customer under the Contract shall be assigned to that 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 Customer. 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 arise 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 previous conventions, correspondence, agreements, representations, assurances, promises, whatever their form, shall not be taken into account after the conclusion of the Agreement.

5. These GTC are valid and effective as of **01.05.2023**.

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 so as 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, data or instructions in whatever 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 Supplier's needs, are

confidential and may not be disclosed or with the express written consent of the Client, unless such information, data, data or instructions become generally known or if disclosure or disclosure is required under a separate regulation.

8. The Contractor is obliged to notify the Customer without delay of the change of business name, registered office, residence, Comp. Reg. ID, bank connection and other data stated 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 Customer 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 that are subject to them and that 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 Supplier to enter into force the new version of the GTC for this reason, it did not properly and timely fulfill its obligations as agreed in the Treaty, as well as its obligations under the new version 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 taken over these GTCs from the Customer, read them, understood their content and agrees with this.

Ing. Michal Lecky, CEO spoločnosti ROEZ, s.r.o.

The General Purchasing Terms and Conditions were ratified by the management of ROEZ, s.r.o. and are valid and effective as of May 1, 2023.