

General Business Terms and Conditions for Contractors of HF NaJUS, a.s., residing at Lieskovec 847/124, 018 41 Dubnica nad Váhom, Company ID: 36 294 632, Tax No.: 2020114085, VAT No. SK2020114085, entered in the Companies Register of the Trenčín District Court, Section: Sa, Insert No. 10014/R, for legal entities and natural persons - entrepreneurs

1. Introductory Provisions

- 1.1. These General Business Terms and Conditions (hereinafter referred to as the "GBTC") govern legal relations between HF NaJUS, a.s., residing at Lieskovec 847/124, 018 41 Dubnica nad Váhom, Company ID: 36 294 632, Tax No.: 2020114085, VAT No. SK2020114085, entered in the Companies Register of the Trenčín District Court, Section: Sa, Insert No. 10014/R, as the Buyer (hereinafter referred to as the "Buyer") and any and all legal entities or natural persons – entrepreneurs selling goods or supplying services (hereinafter referred to as the "Seller") to the Buyer in accordance with these GBTC. (The goods and services hereinafter collectively referred to as the "Goods").
- 1.2. The legal relations between the Seller and the Buyer are governed by these GBTC, a sales contract made between the Buyer and the Seller and, unless otherwise regulated therein, by generally binding legal regulations of the Slovak Republic, in particular the Act No. 513/1991 Coll., the Commercial Code, as amended, excluding the Vienna Sales Convention of 1980.
- 1.3. Any and all disputes arising from or in connection with the sales contract, including any questions regarding its validity, interpretation or termination, shall be resolved by the general Slovak court of competent jurisdiction.
- 1.4. The Seller and the Buyer may, in a validly concluded sales contract, regulate their rights and duties derogating from these GBTC. In the event of any conflict between such agreements of the contracting parties, the text of the later shall always govern.
- 1.5. The GBTC of the Buyer are published on the website www.hfnajus.sk.
- 1.6. The Buyer shall have the right to unilaterally amend these GBTC by publishing the amendment of the GBTC on its website referred to above no later than thirty (30) days before the effective date of the relevant amendment. The Seller shall have the right to deliver to the Buyer, before the effective date of the amendment of the GBTC, a written notification that it disagrees with the amendment of the GBTC. In the event of disagreement of the Seller with the amendment of the GBTC, the GBTC in the version applicable prior to their amendment shall continue to apply to the obligation relationship between the Seller and the Buyer. The failure of the Seller to notify the Buyer in writing of its disagreement with the amendment of the GBTC before the effective date of the relevant amendment shall be understood as agreement of the Seller with the amendment of the GBTC.
- 1.7. Any business terms and conditions of the Seller or any terms and conditions referred to by the Seller in the course of negotiations for the conclusion of the sales contract are explicitly excluded, regardless of whether they were explicitly excluded by the Buyer or whether they were specified as last in the course of negotiations for the conclusion of the sales contract. The Buyer declares that the sales contract is concluded on condition and provided that the application of the conditions referred to in the first sentence of this paragraph is excluded.

- 1.8. During the term of the sales contract, the Seller shall notify the Buyer in writing within three days of any change in its business name, registered office or place of business, business purpose, statutory bodies (including the method of their acting on behalf of the Contractor in respect of third parties), conclusion of an agreement on the sale of all or part of the business, any event of dissolution without liquidation, going of the Seller into liquidation, commencement of a distraint procedure against the Seller's assets, and commencement of an insolvency or restructuring procedure against the Seller under the Act No. 7/2005 Coll. During the term of the sales contract, the Seller shall also notify the Buyer in writing within three days of the date of deregistration of the Seller as the VAT payer and the date of registration of the Seller as the VAT payer. During the term of the sales contract, the foreign seller shall notify the Buyer in writing within three days of the opening and closing of a permanent establishment of the Seller under the Act No. 595/2003 Coll. and the applicable double taxation agreement, as well as of the opening and closing of an establishment in accordance with the Act No. 222/2004 Coll. on value added tax.

2. Definition of Terms

- 2.1. The Buyer within the meaning of these GBTC shall mean the company:
Business Name: HF NaJUS, a.s.
Residing at: Lieskovec 847/124, 018 41 Dubnica nad Váhom, the Slovak Republic
Company ID: 36 294 632
Tax No. 2020114085
VAT No. SK2020114085
Registered in the Companies Register of the Trenčín District Court, Section: Sa, Insert No. 10014/R
Web: www.hfnajus.sk
- 2.2. The Seller within the meaning of these GBTC shall mean the legal entity or the natural person – entrepreneur that sells the products or services to the Buyer or that concluded a sales contract with the Buyer in writing.
- 2.3. The contracting parties as defined herein shall mean the Seller and the Buyer.
- 2.4. The written form of a document shall mean the signed document in the form of a letter, electronic mail, i.e. e-mail.
- 2.5. The sales contract shall mean a written instrument with that name as well as any mutually confirmed proposals of the parties containing essential elements within the meaning of the applicable legal regulations, in particular the subject of purchase and/or the identification and description of the service, number of the Buyer's center, inventory number of the Buyer's property, delivery date which is binding, purchase price, identification of the parties; and/or a purchase order of the Buyer confirmed by the Seller with all elements listed above by which the Seller undertakes to deliver to the Buyer the Goods specified individually and/or as for the quantity and type, and transfer the title to the Goods to the Buyer, and the Buyer undertakes to pay the purchase price. The subject matter of the sales contract is only the Goods explicitly listed and specified in the sales contract and/or in the purchase order.
- 2.6. The concluded sales contract is the sole and entire agreement between the contracting parties with respect to its subject matter and any and all prior

- agreements of the contracting parties with respect to that subject matter, both in writing and oral, shall become null and void upon the execution of the sales contract, except for the liability of the Seller in respect of defects of the Goods and liability in respect of delay of the Seller.
- 2.7. The subject matter of the sales contract is the agreement of the contracting parties on mutual rights and obligations when supplying the Goods, and all this in the manner and on conditions laid down in the sales contract and these GBTC. The Seller undertakes to deliver to the Buyer the Goods specified in more detail in the sales contract, and to transfer the title to the Goods to the Buyer. The Buyer undertakes to pay the agreed purchase price to the Seller for the Goods delivered properly and in a timely manner.
- 2.8. Unless explicitly agreed in or arising from the sales contract that the contracting parties have agreed on repeated or continuous performance, the sales contract shall not oblige the Buyer to order from the Seller the Goods, or the minimum quantity of Goods, or the Goods in the minimum value, regardless of whether the sales contract is made for a definite term or contains the estimated quantity or the estimated value of the Goods.
- 2.9. The supply of the Goods is not the exclusive right of the Seller, and the Buyer shall have the right to conclude a contract for the supply of the same Goods with any third party without any notification or other obligation towards the Seller.
- 2.10. The Goods within the meaning of these GBTC shall mean the products and services offered by the Seller for sale and/or supply.
- 2.11. The Seller shall confirm the purchase order of the Buyer no later than two (2) working days after its receipt. In the event that the receipt of the purchase order is not confirmed to the Buyer within two (2) working days from its receipt, the Buyer reserves the right to withdraw from the purchase order.
- 2.12. A response to an offer which sounds like acceptance of the offer but contains any additions, limitations or any other amendments shall at all times be regarded as a new offer and requires acceptance by the Buyer. The Buyer hereby rules out a priori the acceptance of the offer with an addition or derogation. The timely acceptance of a proposal shall come into effect at the moment when the agreement with the content of the proposal is delivered to the contracting party.
- 2.13. The Seller shall guarantee that the Goods are not encumbered with any third party rights that would in any way restrict or prevent their acquisition and use by the Buyer.
- 3. Delivery Terms**
- 3.1. The Seller shall deliver the Goods properly and in a timely manner, within the period agreed between the contracting parties in the sales contract and/or the purchase order. The place of delivery of the Goods is the place defined by the parties as the place of delivery in the binding purchase order, otherwise the registered office of the Buyer. All delivery terms are governed by INCOTERMS 2010, international rules for the interpretation of trade terms, published by the International Chamber of Commerce in Paris.
- 3.2. The Seller shall deliver the Goods in accordance with their description, specification, characteristics, or other definition in the sales contract and with the highest possible quality. If the Goods are not specified in more detail, the Seller shall deliver the Goods which are adequate to the purpose for which they are usually used and which have usual characteristics. If the Goods do not satisfy the specifications, they are defective. The Goods are considered defective also in case the Goods other than the ordered ones are delivered.
- 3.3. The Seller shall deliver the Goods in the quantity defined in the contract.
- 3.4. If the Buyer provides the Seller or the Seller provides the Buyer with samples, supporting documents or other materials before the delivery of the Goods, the Seller shall deliver the Goods with characteristics consistent with such samples, supporting documents or materials.
- 3.5. The Seller undertakes to ensure that the Goods are compliant with the applicable legal regulations, including the legal regulations which determine the quality, safety, performance, effectiveness or other characteristic of the Goods acceptable for use, as well as with the applicable technical standards, including the technical standards which are not binding and which are not in conflict with the binding technical standards.
- 3.6. The Seller shall deliver the Goods which are free of legal defects, and in particular it undertakes to ensure that the Goods whose title or other right attached thereto shall be acquired by the Buyer, or which shall be otherwise used by the Buyer, is not the subject of a lien, other rights of third parties, the subject of a distraint procedure, a part of the bankruptcy or restructuring estate, and that the Seller is its absolute owner.
- 3.7. The Seller shall have no right to deliver the Goods in parts, unless otherwise determined by the Buyer.
- 3.8. If the obligation of the Seller can be fulfilled in several ways, the Buyer shall have the right to determine the method of fulfillment. The Seller shall inform the Buyer about the possible methods of fulfillment of the obligation. The Buyer shall have the right to change the method of fulfillment of the obligation without a prior consent of the Seller.
- 3.9. Performance must exactly comply with the agreed terms and must be rendered within the scheduled date.
- 3.10. The Buyer is not obliged to accept non-agreed partial performance or performance of a larger quantity. All performances rendered by the Seller out of the scope of the sales contract must be approved by the Buyer in writing in advance, and performance before the scheduled date is only possible with a prior written consent of the Buyer. The Buyer is not obliged to receive and pay for any performance rendered before such consent is granted.
- 3.11. The Seller shall inform the Buyer in writing that the Goods are ready for supply at the latest three (3) working days in advance.
- 3.12. The Seller shall pack and transport the Goods in such a way as to avoid their damage by mechanical, atmospheric or other influences and so that they can be transported safely and handled in a way appropriate to the nature of the Goods.
- 3.13. Each shipment of the Goods by the Seller shall be accompanied by a delivery note containing, in particular, identification of the Buyer's purchase order or the sales contract, date of handing the Goods over for transportation, description and quantity of the Goods items, identification and type of package, mode of transport, and confirmation of the carrier that a quantitative check was carried out upon receipt of the Goods for transportation, which check shall be ensured by the Seller. As a minimum, the following identification details specified above must also be

- included on the Goods packaging: identification of the Seller, description and quantity of the Goods items in the package, identification of the Buyer's purchase order or the sales contract.
- 3.14. When delivering the Goods, the Seller shall provide the Buyer with documents necessary for the receipt and regular use of the Goods, in particular any documents, certificates, protocols, declarations, results of tests, if required, instructions for use, repair or maintenance, and other technical documentation in the Slovak language, if the Buyer disagrees in writing with delivery of such documents in other language. If it is necessary to follow specific rules when using the Goods, in particular if the use of the Goods is governed by the instructions for use, the Seller shall inform the Buyer of such rules upon the delivery of the Goods at the latest.
- 3.15. In the event that the subject matter of the sales contract is the Goods which need to be tested, the Goods shall be deemed to have been received by the Buyer upon the successful completion of the tests during which no defects in the Goods were identified.
- 3.16. The Seller shall deliver the Goods which are free of any defects. If the Goods have any defects upon their delivery, the Buyer is not obliged to receive them.
- 3.17. The Buyer shall acquire the title to the Goods upon their receipt or upon the payment of the purchase price for the Goods, whichever is earlier.
- 3.18. The Seller shall fulfill its obligations in person and it is authorized to use a subcontractor for fulfillment of its obligations only with a prior written consent of the Buyer. The prior written consent of the Buyer is not necessary, if the Seller is required to appoint an authorized representative in connection with disposal of waste, or if it refers to the fulfillment of the Seller's obligations related to the transport of the Goods. If the Seller fulfills its obligations through a subcontractor, the Seller shall be held responsible in the same way as if it itself fulfilled the obligation. The Seller shall ensure that the subcontractor does not fulfill the obligations of the Seller through other subcontractor.
- 4. Price of Goods and Payment Terms**
- 4.1. The price of the Goods is determined by agreement of the contracting parties with the delivery term DAP registered office of the Buyer under INCOTERMS 2010.
- 4.2. The agreed price is fixed and complete, regardless of any change in the input costs of the Seller.
- 4.3. If the subject matter of the sales contract is the supply of several or separable Goods, the Buyer shall have the right to ask the Seller for a detailed breakdown of the price into individual Goods, or for determination of the unit price of the Goods.
- 4.4. Any and all costs incurred by the Seller in connection with the fulfillment of the obligations arising from the sales contract are included in the agreed purchase price, in particular the costs for packaging, transport and delivery, costs for fulfillment of the waste disposal obligations, insurance premiums, customs duties, storage charges, bank charges, etc.
- 4.5. The amount of the agreed purchase price shall not be affected by the delivery of the Goods by the Seller during non-working days.
- 4.6. The Buyer undertakes to pay the purchase price on the basis of the Seller's invoice, and the right of the Seller to issue the invoice shall arise upon proper fulfillment of the purchase order.
- 4.7. The Seller shall deliver the invoice to the Buyer in two original copies either by post to the postal address of HF NaJUS or in an electronic form to the HF NaJUS e-mail address faktury@hf-mixinggroup.com without undue delay after the date of the invoicing right.
- 4.8. The invoice issued by the Seller shall be paid within sixty (60) days from the date of taxable supply which shall be extended, in the event the Goods are supplied with defects, until the defects are repaired, and it must contain the particulars of a tax and commercial document, in particular description of the Goods and their quantity, identification of the purchase order or the sales contract, date of taxable supply, invoice date, date of dispatch of the invoice, identification of the delivery note, and payment details of the Seller.
- 4.9. If the due date of the payment obligation which is to be satisfied by payment to the credit of the Seller's account falls on a non-working day, or on other day when the Buyer's bank does not carry out its activities and makes no payments, the due date shall be postponed to the next working day in which the Buyer's bank carries out such activities. The obligation of the Buyer is considered fulfilled upon placement of the transfer order with the Buyer's bank for debiting the amount of the payment obligation or for sending such amount by post to the Seller's account.
- 4.10. Any fees of the receiving bank of the Seller related to the fulfillment of the Buyer's payment obligation shall be borne by the Seller.
- 4.11. The amounts due to the Seller shall become payable on condition of the availability to the Buyer of verifiable and formally correct tax documents.
- 4.12. In the event of defective performance, the Buyer shall have the right to withhold the payment until the date of proper performance.
- 4.13. Upon request of the Buyer, the Seller shall prove that it is the holder of the account to which the payments are to be made under the contract made with the Buyer, or of any other account used within the business relation with the Buyer. Until appropriate evidence of such fact is provided, the Buyer shall have the right to withhold the payment.
- 4.14. The Seller shall inform the Buyer upon its request of the current status of open accounting entries arising from the mutual business relation which are contained in the books of the Seller as of the reference date, if it is necessary to provide clarification and approve any inconsistencies with the amounts recorded in the Buyer's books.
- 4.15. The Buyer shall have the right to return the invoice for revising, if the due date is not at least 60 days and/or the invoice was delivered to the Buyer after the due period starts to run. It is preferable that the due date starts to run on the invoice receipt date.
- 4.16. The purchase price shall be paid by a wire bank transfer within the meaning of the Seller's payment details specified in the invoice which is deemed to be paid upon debiting of the relevant purchase price from the Buyer's account.
- 4.17. The Seller shall have no right to assign or pledge the amounts due from the Buyer to or in favor of third parties without a prior written consent of the Buyer.
- 5. Third Party Liability Insurance**
- 5.1. The Seller undertakes to provide for and present to the Buyer, no later than as of the effective date of the sales contract, a document evidencing that the Seller has a properly executed insurance contract covering liability for damage and liability for goods. Such insurance contracts must be kept in force until all

claims and rights arising from the sales contract are settled.

6. Requirements for Quality and Liability for Defects

- 6.1. The Seller shall supply the Goods in the quantity, quality, and design defined in these GBTC and in the sales contract and provide for transport of the Goods in compliance with these GBTC and the sales contract.
- 6.2. The Goods have defects in cases regulated in the applicable legal regulations and/or in case of the breach of the Seller's obligations specified herein.
- 6.3. Any and all deviations from technical and other specifications of the product and approved reference samples shall be regarded as non-conformity and the Seller shall be informed of them immediately by way of a complaint. The complaint shall also be taken to include the non-conformity resulting in replacement of the original Goods of the Seller. The replacement of the original Goods shall also be taken to include the following actions: replacement of the Goods, sorting, repair, financial compensation, compensatory supply.
- 6.4. The Seller shall inform the Buyer within 24 hours after the receipt of the complaint of immediate actions by way of a report. The subsequent process of handling the complaint shall be defined depending on the particular situation, and there must be an apparent effort of the Seller to remedy the non-conformity as quickly and effectively as possible, including the definition of remedial measures in order to ensure that the complaint is handled within 14 days from the receipt of the complaint by the Seller.

Costs for handling of the complaint shall be fully borne by the Seller. In the event that the Seller should delay in handling the complaint, the Buyer shall have the right to repair the defects at the expense of the Seller even without the consent of the latter and notify the Seller without undue delay. Should this be the case, the Buyer may appoint a third party to repair the defects.
- 6.5. If the complaint is justified, the Seller shall reimburse the Buyer financially for the costs incurred in connection with administration of the complaint in the amount of € 100.
- 6.6. The Buyer reserves the right to specify, for the specific business cases, the level of the Seller's management system at the following levels: "System introduced in accordance with ISO 9001", "System introduced and certified at least in accordance with ISO 9001", or "Certified IMS". In case of the specific requirements of the Buyer for the certified management system, the Seller shall without any notice send a new certificate, or inform about the change of the status, within a period of 3 months from the expiry of the certificate. The Seller shall also provide for production and delivery of the Goods in a manner to ensure that their quality and characteristics fully conform to the relevant mutually approved technical documentation, legal regulations, technical standards, legislation and safety and quality standards, of which it shall keep records and present them to the Buyer for consultation upon request.
- 6.7. The Seller shall inform the authorized representatives of the Buyer of any changes in the manufacturing process and/or of the use of new raw materials before making such a change, and subsequently agree on a further procedure which can include:
 - new sampling
 - examination of documentation
 - tightened exit check with the Seller for a limited

period of time

- other agreed procedure (e.g. order release with the Seller)

All supplies after the change date shall be marked as agreed with the authorized representatives of the Buyer.

- 6.8. The Seller shall provide a quality warranty of twenty four (24) months from the date of delivery of the Goods to the Buyer, unless otherwise agreed in the sales contract. During the warranty period, the Seller shall be liable for any defects in the Goods. The Seller guarantees that during the warranty period the Goods delivered by it will be fit for the agreed and otherwise ordinary use, and that the Goods will retain the agreed and otherwise ordinary properties.
- 6.9. The warranty period shall start on the date of receipt of the Goods by the Buyer, unless otherwise agreed in the sales contract.
- 6.10. The warranty period shall not run for the period during which the Buyer is unable to use the Goods because of defects for which the Seller is liable.
- 6.11. The Goods shall have defects, especially when the delivered Goods are not compliant with the result specified in the sales contract, it is not fit for purpose of use, or it does not have the properties defined in the sales contract or in the generally binding legal regulations or applicable technical standards.
- 6.12. The Seller shall be liable for defects in the material, defects caused by the producer, defects caused by the sub-contractor, legal defects, and any other defects in the Goods.
- 6.13. The Contractor shall be liable for defects existing in the Goods at the time of their receipt by the Buyer, even if such defects become patent only thereafter.
- 6.14. The Seller shall also be liable for any defects occurred after the receipt of the Goods by the Buyer, if resulting from the breach of the Seller's obligation. The liability of the Seller for defects during the warranty period shall not be affected thereby.
- 6.15. The Seller shall be liable for defects in the Goods resulting from delivery of inappropriate or incomplete supporting documents to the Buyer.
- 6.16. By rendering performance with defect or defects, the sales contract shall be considered breached substantially by the Seller, and the Buyer may:
 - a) ask for elimination of the defects by delivering Goods equivalent to the defective Goods, or
 - b) ask for delivery of the missing Goods, or
 - c) ask for elimination of the legal defects, or
 - d) ask for elimination of the defects by repair of the Goods, if repairable, or
 - e) ask for a reasonable discount on the purchase price of the Goods, or
 - f) withdraw from the sales contract.The exercise of claims in connection with defects shall not prejudice the right of the Buyer to claim contractual penalties or compensation for damage from the Seller.
- 6.17. The Buyer shall complain to the Seller about the defect in writing. In its complaint the Buyer shall specify its requirements and the choice among the options referred to above. However, in view of the subsequent communication with the Seller, the Buyer may decide to change the chosen option related to the claim of the defect.
- 6.18. The Seller undertakes to start eliminating the defects without undue delay after the receipt from the Buyer of the written complaint about the defect. The Seller shall eliminate the complained defect no later than fourteen (14) days after the receipt of the written

- complaint, unless otherwise agreed in writing between the contracting parties.
- 6.19. The delivered quantity can be complained about within fourteen (14) days from the receipt of the Goods by the Buyer. The defects and the claims arising therefrom as well as the warranty claims shall be exercised by the Buyer with the Seller in writing as soon as they are identified. The Seller shall at its own expense deliver the defect-free Goods and/or the missing Goods, and/or repair the Goods, to the Buyer without undue delay. The period for examination of the complained Goods shall not exceed ten (10) days from the complaint date, and within that period the Seller shall present to the Buyer a written opinion as to whether the complaint is justified. After the lapse of the given time limit, the Buyer shall have the right to withdraw from the sales contract and send the Goods to the Seller at the Seller's expense.
- 6.20. The Seller shall operate a system of controls and preventive measures in the course of the manufacturing process, ranging from the control of input materials to the dispatch of finished products. The objective of such preventive measures and controls is delivering without non-conformity, of which verifiable records must be kept by the Seller.
- 6.21. Upon request of the Buyer, the Seller shall deliver the Goods with a certificate of quality certifying that the Goods conform to the approved technical documentation and comply with the requirements of the applicable technical regulations, and that the Seller followed the conformity assessment procedure. Upon request of the Buyer, the Seller is also required to deliver the Goods with copies of the relevant declarations of conformity. In order to verify the quality consistent with the needs of the Buyer, the Seller shall allow a full-scale audit, and the Seller agrees that the Goods can be subjected to government quality assurance.
- 6.22. The Seller is responsible for ensuring that neither the Goods nor their parts infringe the industrial and similar rights of third parties. The Seller shall inform the Buyer in writing of the use of its own industrial rights to the Goods, but neither its own rights nor the licensing industrial rights may exclude or otherwise limit the further use or resale by the Buyer.
- 6.23. The Seller acknowledges and agrees that the Goods and services supplied by the Seller can be the subject of an interim evaluation by the Buyer with an impact on inclusion into other projects, in particular with regard to:
- reliability of the contractor (compliance with deadlines/quantities)
 - business cooperation (price level, flexibility, response time, ...)
 - quality management system (certification level)
 - quality of supplies and management of complaints
- 7. Force Majeure**
- 7.1. The contracting parties are not liable for default of their obligations, if such default is caused by circumstances beyond the control of the defaulting party, in particular conflagration, storm, flood, earthquake, explosion, emergency, war, terrorist act, sabotage, epidemic, quarantine restrictions, embargoes, natural disasters, fire, frost, contagious diseases, state of war, civil disturbances, mobilization, blockage, general strike, or official or government measures which cannot be removed or controlled by the contracting parties. The contracting party referring to such circumstances shall notify the other party in writing forthwith and, where such circumstances continue to exist without interruption for more than three (3) months, the other party shall have the right to withdraw from the sales contract.
- 7.2. Where events of force majeure prevent the Buyer from receiving the supply at the agreed place, all claims related to the delay of the Buyer in receiving the supply and the claims of the Seller for consideration or compensation of damage shall be excluded for the duration of the obstacle. For the duration of the obstacle, the Seller shall store the Goods at its own expense and risk.
- 8. Penalties**
- 8.1. In the event that the Buyer should delay in payment of the purchase price, the Seller shall have the right to demand payment of the statutory default interest from the Buyer.
- 8.2. In the event that the Seller should delay in delivering the Goods to the Buyer, it shall pay a contractual penalty to the Buyer amounting to five (5) percent of the total purchase price agreed in the sales contract.
- 8.3. The Buyer shall have the right to offset the claim for payment of the contractual penalty against the claim of the Seller for payment of the purchase price.
- 8.4. The provisions concerning the default interest and the contractual penalty are without prejudice to any obligation to pay compensation for damage to the Buyer which represents a separate claim.
- 9. Duration of Sales Contract**
- 9.1. The Buyer shall have the right to withdraw from the sales contract in the following cases:
- a) the Seller delays in delivering the Goods for more than fifteen (15) days;
 - b) the Seller failed to perform the sales contract properly (the Goods have defects);
 - c) the bankruptcy, distraint or other similar proceeding was initiated against the Seller;
 - d) the Seller entered liquidation;
 - e) the Seller terminated one of its activities without which it is impossible to perform the sales contract.
- 10. Personal Data Protection**
- 10.1. The Seller hereby declares that subject to the Act No. 122/2013 Coll. on personal data protection, as amended, it agrees that the Buyer processes and keeps its personal data, in particular data specified in the purchase order or in the communication with the Buyer, and it also agrees that the Buyer processes such data in all its information systems. The Seller gives such consent to the Buyer for an indefinite term. Such consent can be withdrawn in writing at any time in the registered office of the company or by e-mail to:
- 10.2. The Seller agrees with processing of its personal data: name and surname, residential address, billing address, ID number, tax ID number, e-mail address, telephone number (hereinafter referred to as the "Personal Data").
- 10.3. The Seller agrees with processing of its Personal Data by the Buyer for the purposes of the exercise of rights and discharge of obligations arising from the sales contract and the purposes of sending information and commercial communications to the Seller. The Seller acknowledges its obligation to provide true and correct Personal Data in the purchase order and its obligation to inform the Buyer without undue delay of

- any change in its Personal Data.
- 10.4. Personal Data will be processed for the duration of consent. Personal Data will be processed electronically by automated means or in paper form by non-automated means, including through third parties and outside the territory of the Slovak Republic in other EU Member State. Personal Data of the Seller shall be kept in the Buyer's records and processed by appointed employees of the Buyer.
 - 10.5. The Seller certifies that the provided Personal Data are accurate and it has been made aware that Personal Data are provided voluntarily.
 - 10.6. The Seller as the data subject in accordance with the Act No. 18/2018 Coll. on personal data protection, as amended, declares that it was advised of its rights arising from the provisions of the Act No. 18/2018 Coll. on personal data protection.
- 11. Confidentiality of Information**
- 11.1. In line with paragraph 1 hereof and with reference to all information learned by the contracting parties within the Seller-Buyer contractual relation, and/or identified or regarded as confidential, and/or recognizable on the basis of other circumstances as confidential and/or as trade secret disclosed to the Buyer (hereinafter referred to as the "Confidential Information"), each contracting party shall:
 - 11.1.1. during the existence of this contractual relation as well as after its termination, keep in secret and treat as confidential any Confidential Information and - unless it is for the purposes of this contractual relation - it shall neither reproduce nor disclose such information to third parties nor use it in any way whatsoever;
 - 11.1.2. disclose Confidential Information to third parties only on the basis of a prior written consent of the Seller.
 - 11.2. The provisions of paragraph 1 above are not applicable to Confidential Information which:
 - 11.2.1. is or became publicly known in a way other than through the breach of the obligations or through assistance of the contracting parties;
 - 11.2.2. was known to one of the contracting parties before entering into the contractual relation, or was disclosed to it by a third party as information which is not confidential, while such third party did not breach its confidentiality duty;

- 11.2.3. is regularly available on the basis of a statutory obligation, an order by the court with decisive authority or by other regulatory body, in which case the contracting party obliged to disclose the given information shall inform the other party forthwith before such disclosure.
 - 11.3. All statutory duties of non-disclosure remain unaffected by the provisions of paragraphs 1 and 2 above.
 - 11.4. The confidentiality obligation regarding Confidential Information shall apply irrespective of whether the contract was made also for information received during the tender phase, and after the expiry of the contract.
 - 11.5. The Seller may refer to the business relation with the Buyer in its advertisement only with a prior written consent of the Buyer.
- 12. Final Provisions**
- 12.1. The General Business Terms and Conditions are an integral part of the contract and/or the purchase order which can be amended only by written amendments thereto.
 - 12.2. In the event that any provision of these GBTC and other affected agreements should be or become invalid, the validity of the sales contract as a whole shall not be affected thereby. The contracting parties undertake to replace the invalid provision with a valid one which serves best the economic interest pursued by the invalid provision.
 - 12.3. These General Business Terms and Conditions are drafted in the Slovak and in the English language. In the event of any inconsistency between the two language versions, the Slovak language version shall govern.
 - 12.4. In the event of a conflict between these GBTC and the contractual relation, the contractual relation shall be considered superior.
 - 12.5. By confirming the purchase order of the Buyer, the Seller certifies that it has familiarized itself and agrees with the content of these GBTC.

These General Business Terms and Conditions are in force and effect as of 1 June 2018.

In Dubnica nad Váhom, this 1st day of May, 2018