

GENERAL TERMS AND CONDITIONS OF DELIVERY

1. Scope of validity

11 These general delivery terms and conditions (hereinafter referred to as "GDTC") of ARMITAS a.s., with its registered office at Plynárenská 5944/7A, 821 09 Bratislava – Ružinov district, Company ID No.: 57 370 842, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, File No. 7886/B (hereinafter also referred to as "ARMITAS") are issued in accordance with Section 273 of Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter referred to as the "Commercial Code") and are binding on the parties to the contractual relationship.

12 The GTC are an annex to the framework agreement, contract, order, order confirmation or binding offer (hereinafter referred to as the "contract") and form an integral part thereof, unless otherwise agreed by the parties to the contractual relationship. Deviations from the GTC are only valid if confirmed in writing by ARMITAS.

13 In the event of any conflict between the provisions and/or wording of these GTC and the provisions and/or wording of the contract, the provisions and/or wording of the contract shall prevail. The provision of point 1.2 of the GTC remains unaffected.

14 For the purposes of these GTC, the contracting party to which ARMITAS provides services, work and/or performance, including any deliveries of goods related to the subject matter of the contract (hereinafter referred to as the "delivery"), to which these GTC are attached, is referred to as the "customer".

15 The submission of an order by the customer signifies the customer's full and unconditional acceptance of these GTC. These GTC become part of the contract between ARMITAS and the customer upon acceptance of the order.

16 Any purchasing, delivery and/or trading conditions of the customer shall not be taken into account; this shall not apply if ARMITAS expressly accepts them in writing. Any reference and/or reference in ARMITAS's order confirmation to documents that form part of the customer's order does not constitute acceptance of the customer's general terms and conditions of purchase, delivery and/or trade.

2. ARMITAS's offer

21 ARMITAS's offers are non-binding unless the offer states otherwise (e.g. specification of the offer's validity period).

22 No offer, contract or project documents may be reproduced, used by the customer or transferred and/or made available to third parties without the prior written consent of ARMITAS. If ARMITAS's offer is not accepted by the customer, the customer is obliged to return the documents to ARMITAS without delay.

23 If the customer provides ARMITAS with any documentation for the purpose of fulfilling the contract (e.g. drawings, sketches, samples, project, photograph), the customer is responsible for ensuring that the use of such documentation does not infringe the copyright, industrial and/or other intellectual property rights of third parties.

3. Establishment of a contractual relationship

31 The customer expresses their interest in delivery to ARMITAS in the form of a written order; an order delivered by e-mail is also considered a written order.

32 The customer's order must include, in particular:

- a) specification of the delivery (quantity, type, nature of performance),
- b) if the delivery includes assembly, installation, incorporation or other activities, their specification,
- c) delivery date,
- d) budget or total price excluding VAT, determined in accordance with ARMITAS's offer,

e) payment terms,

f) other delivery conditions.

33 The customer is obliged to state all identification details of the customer in each order, including the VAT identification number valid in the country of delivery (VAT ID). The customer is obliged to notify ARMITAS in writing of any change or cancellation of the customer's VAT ID without undue delay after its change or cancellation.

34 Upon request by ARMITAS, the customer is obliged to provide ARMITAS with all necessary documentation relating to the proper fulfilment of the delivery, in particular, but not limited to, the transport document containing the destination of the delivery with the name and signature of the carrier; confirmation by the customer that they have transported the delivery to its destination. If the customer breaches its obligations set out in this point, the customer is obliged to compensate ARMITAS for any penalties imposed on ARMITAS by the relevant state authorities and third parties within ten (10) days of the date of delivery of the invoice from ARMITAS to the customer. A breach of this obligation shall be considered a material breach of the customer's obligations.

35 ARMITAS undertakes to assess the customer's order and to respond to the customer in writing within 5 working days of receiving the order. ARMITAS is entitled to confirm the customer's order, submit a counterproposal to the order for the requested delivery, or reject the order. Failure by ARMITAS to respond to the order within the specified period shall be considered a rejection of the order.

36 If ARMITAS confirms the customer's order in writing, a commercial contractual relationship shall arise between ARMITAS and the customer, the subject of which shall be the obligation of ARMITAS to deliver the goods to the extent specified in the order and the obligation of the customer to provide all necessary cooperation and pay ARMITAS the agreed price for the delivery.

37 If ARMITAS sends the customer a counter-proposal to the order, the parties shall be obliged to perform their mutual obligations when their mutual written expressions of will meet, i.e. upon the customer's unconditional acceptance of the counter-proposal.

38 The information provided in catalogues, brochures, etc. is only binding for the contractual relationship if ARMITAS expressly refers to it in the order confirmation or contract.

39 The contractual relationship between ARMITAS and the customer shall only come into existence on the basis of a written order confirmation by representatives of both parties authorised to act on behalf of the respective party. Any changes or additions to the order confirmation shall only be valid if they have been confirmed in writing in advance by these persons.

3.10 ARMITAS is not obliged to provide contractual performance if such performance is prevented by restrictions arising from national or international trade and customs regulations or restrictions arising from any embargoes or other sanctions.

3.11 ARMITAS is entitled to use third parties in the provision of contractual performance, whereby ARMITAS shall be liable for the actions of these third parties as if it had acted itself.

4. Price and payment terms

41 The price of the delivery is agreed by the parties to the contractual relationship in accordance with the general legal regulations of the Slovak Republic.

42 Unless otherwise agreed, the delivery price is determined on the basis of ARMITAS's catalogue prices and discounts, and ARMITAS reserves the right to change it. ARMITAS will inform the customer in advance of any changes to catalogue prices that affect the customer.

43 The delivery price that is not determined in accordance with point 4.2 of these GTC will be determined by a separate offer prepared by ARMITAS based on the customer's request within 30 working days from the date of receipt of the request.

44 The customer is obliged to pay ARMITAS the agreed price for the delivery in accordance with the payment terms specified in the order confirmation or in the contract, which are binding on the parties to the contractual relationship, otherwise point 4.10 of these GTC shall apply.

4.5 The price does not include packaging, loading, transport, customs duties and VAT. In the event of an increase in or introduction of new fees, taxes or other expenses related to delivery, this increase shall be borne by the customer. If delivery with delivery is agreed, this, as well as any transport insurance requested by the customer, will be invoiced separately. However, this invoice will not include unloading and handling. ARMITAS will only take back packaging on the basis of an agreement signed by both parties to the contractual relationship.

4.6 The price of the delivery is determined based on the costs at the time of submitting the offer. If, during the delivery, the costs increase due to changes in applicable customs and tax regulations, bank rates, exchange rate differences, prices of raw materials and/or energy used to produce the delivery, or the costs of transporting the delivery to the place of delivery and other conditions, compared to the conditions at the time of conclusion of the contract, ARMITAS is entitled to adjust the price accordingly.

4.7 The price is set in EUR, excluding VAT, unless otherwise agreed.

4.8 In the event of a reduction in the price of goods or services after the tax liability has arisen (e.g. discounts), ARMITAS shall not calculate a VAT correction (shall not issue a credit note).

4.9 Unless special payment terms are agreed, ARMITAS is entitled to issue an invoice upon delivery.

4.10 The invoice is due within 14 (fourteen) days of its issue by ARMITAS, unless otherwise agreed.

4.11 The invoice due date for recurring deliveries is agreed to be the first day of the specified period.

4.12 The amount stated on the invoice shall be paid by bank transfer without any deductions to the bank account of ARMITAS in the agreed currency.

4.13 The amount stated on the invoice shall be deemed paid on the date it is credited to the bank account of ARMITAS.

4.14 In the event of a delay by the customer with the agreed payment or other performance, ARMITAS is entitled in particular to:

- a) extend the delivery period by the duration of the delay,
- c) to charge interest on arrears at a rate of 0.05% of the outstanding amount for each day of delay, including days that have already begun,
- d) withdraw from the contract if a reasonable additional period for payment of the delayed payment is not met, and/or
- e) charge the costs associated with enforcing the claim for payment demand payment in advance for any subsequent performance.

4.15 The customer is not entitled to withhold or unilaterally offset payments on the basis of claims arising from liability for defects or claims under the quality guarantee, or from liability for damage or any other claim of the customer against ARMITAS. A breach of this obligation shall be considered a material breach of the customer's obligations.

4.16 In the event of a demonstrable deterioration in the customer's economic situation, in particular a reduction in solvency or a deterioration in the results reported in the balance sheet and profit and loss statement, ARMITAS shall be entitled to unilaterally change the terms of payment (e.g. to demand payment in advance).

4.17 If the customer has withheld any part of the price for the delivery to ARMITAS as security for the fulfilment of ARMITAS's obligations, ARMITAS shall be entitled to replace the security provided with a guarantee or surety issued by ARMITAS or a bank, the content of which corresponds to the security provided in the form of the retained part of the delivery price; the customer is obliged to accept the aforementioned guarantee or surety and to pay ARMITAS the retained part of the delivery price immediately upon presentation of the aforementioned guarantee or surety. ARMITAS's right to replace the security provided with a guarantor's statement or guarantee and the customer's obligation to accept the aforementioned guarantor's statement or guarantee and pay ARMITAS

The retained portion of the delivery price shall not be paid only if this right is expressly excluded in the contract between ARMITAS and the customer.

5. Delivery terms

5.1 The delivery terms are set in accordance with INCOTERMS 2010 based on an agreement between the parties to the contractual relationship.

5.2 The delivery date is determined by agreement, otherwise it shall commence from the latest of the following dates:

- a) the date of order confirmation or contract signing, or the date specified in the order confirmation or contract,
- b) the date on which the customer fulfils all technical, commercial and other requirements incumbent upon them,
- c) the date on which ARMITAS receives an advance payment or security deposit, payable prior to delivery.

5.3 ARMITAS is not obliged to deliver the goods to the customer unless the customer provides ARMITAS with one or more of the following guarantees:

- a) an irrevocable bank guarantee.
- b) irrevocable documentary letter of credit,
- c) promissory note,
- d) advance payment,
- e) company guarantee, and/or
- f) another form of security approved in writing by ARMITAS.

The Customer acknowledges and agrees that ARMITAS is entitled to choose one or more forms of security from the above forms.

5.4 The customer undertakes to secure/obtain at its own risk and expense any necessary export/import licences, transit permits, certificates of approval or any other necessary official permits/licences required by the legal system of the relevant country, and at the same time undertakes to fulfil any and all customs and other similar obligations necessary for the proper and timely fulfilment of the subject matter of the contract. A breach of this obligation shall be considered a material breach of the customer's obligations.

5.5 ARMITAS is entitled to make and invoice partial deliveries or advance deliveries. The customer undertakes to accept such deliveries.

5.6 The agreed delivery period shall apply unless unforeseen circumstances beyond the control of the parties arise, such as all cases of force majeure, which make it impossible to comply with it. These circumstances also include natural disasters, armed conflicts, official interventions and prohibitions, delays caused by transport or customs clearance. These circumstances entitle ARMITAS to extend the delivery period even if they occur at ARMITAS' subcontractors.

5.7 The delivery is considered to be delivered on time if it is delivered at the time and place specified in the contract (hereinafter referred to as the "place of destination"), in the case of delivery of goods involving manufacture or assembly, as well as in the case of the provision of services, at the moment of handover by ARMITAS.

5.8 If a delivery prepared for shipment cannot be shipped through no fault of ARMITAS, or if the customer is not ready to accept the delivery, ARMITAS may store the delivery at the customer's expense and risk, in which case the delivery shall be deemed to have been duly shipped. The agreed payment terms shall not be affected in any way.

- 59 If the delivery is not delivered to the customer despite the delivery notice, the customer undertakes to inform ARMITAS in writing without delay.
- 5.10 If the customer undertakes to arrange for the delivery to be transported, the customer is obliged to take delivery from ARMITAS no later than 5 days from the date of receipt of the notification from ARMITAS.
- 5.11 If the customer violates the previous point 5.10 of these GTC, ARMITAS is entitled to:
- a) send the delivery at the customer's expense and risk, and/or
 - b) store the delivery at the customer's expense and risk in the ARMITAS warehouse or in the warehouse of any third party.
- 5.12 If the customer is in default of payment for the delivery, ARMITAS reserves the right to regain possession of the delivery and/or to re-export the delivery. The customer is obliged to provide ARMITAS with all cooperation required by ARMITAS to regain possession of the delivery or to re-export the delivery. The costs of regaining possession of the delivery or re-exporting the delivery shall be borne by the customer.
6. Delivery, risk of damage to the delivery, acquisition of ownership, place of performance
- 6.1 The risk of damage to the delivery passes from ARMITAS to the customer if the delivery is to be delivered by ARMITAS to a specific location or at a specific location at the expense and responsibility of ARMITAS, or if the customer is to be allowed to handle the delivery at the registered office, premises, warehouse or other designated area of ARMITAS, the risk of damage to the delivery passes to the customer at the time of acceptance of the delivery from ARMITAS. If the customer fails to do so in a timely manner, at the time when the customer fails to take delivery in breach of its obligations, it being irrelevant whether the customer failed to take delivery by act or omission, if the delivery is to be shipped by ARMITAS, regardless of the form of shipment (e.g. freight, rail, air or postal transport) to a specific location for the customer, the risk of damage to the delivery passes to the customer upon dispatch.
- 6.2 If the customer does not inspect or arrange for the delivery to be inspected at the time of transfer of risk of damage, they may only assert claims for defects in the delivery detectable at the time of inspection if it is proven that these defects were present in the delivery at the time of transfer of risk of damage.
- 6.3 In accordance with Section 445 of the Commercial Code, the parties to the contractual relationship have agreed on the retention of title to the delivery in favour of ARMITAS until the contractual price has been paid in full, including any interest and other costs associated with the delivery. The customer is obliged to notify third parties who come into contact with the subject of the delivery that it is the property of ARMITAS.
- 6.4 Specially agreed quality tests or trial runs do not affect the provisions on the place of performance or the transfer of risk of damage.
- 6.5 The place of performance for the delivery is the destination, unless another place is specified in the contract.
7. Liability for defects and quality guarantee
- 7.1 ARMITAS is liable for defects in the delivery at the time of transfer of the risk of damage to the delivery to the customer. ARMITAS is responsible for ensuring that the delivery is made in accordance with the agreed terms and conditions, applicable technical standards and generally binding legal regulations of the Slovak Republic.
- 7.2 If the delivery is made according to design data, drawings, models or other specifications provided by the customer, ARMITAS is solely responsible for the correct execution.
- 7.3 If the parties to the contractual relationship agree on a warranty period, ARMITAS undertakes that the delivery will have the agreed properties during the warranty period.
- 7.4 If a warranty period is agreed, it shall commence on the date of delivery to the customer in the manner agreed in the contract.

75. If a warranty period (quality guarantee) has been agreed, the warranty does not cover natural wear and tear or damage occurring after the risk of damage to the delivery has passed, due to incorrect or negligent handling, excessive strain, use of unsuitable materials for operation, and chemical, electrochemical or electrical influences that were not foreseeable at the time of conclusion of the contract. ARMITAS shall not be liable for defects in the delivery in the event of repairs carried out by the customer or a third party.

76. The quality guarantee also excludes defects that are not caused by ARMITAS during installation and assembly, but by the customer, due to insufficient technical support, failure to comply with installation requirements, overloading of parts beyond the performance specified by ARMITAS and/or the manufacturer, irresponsible or improper handling and use of unsuitable operating materials; this also applies to defects originating in materials supplied by the customer. ARMITAS is also not liable for damage caused by the actions of third parties, atmospheric discharges, overloading and chemical effects.

77. ARMITAS undertakes to commence the free removal of warranty defects within 48 hours of receiving the complaint and to remove the defects in the delivery within the agreed period. ARMITAS shall notify the customer of the deadline for rectification in writing. The deadline for rectifying the defect shall be determined in particular depending on whether the defect can be rectified by repair using spare parts that do not need to be ordered from abroad.

78. Defects (complaints) must be reported in writing or by e-mail with additional written confirmation to the address of ARMITAS's registered office. The complaint must include the description of the defect, the location of the defect and a description of how the defect manifests itself. The customer is obliged to report defects immediately after their discovery.

79. If the delivery is outside the territory of the Slovak Republic at the time of the warranty defect, the customer shall ensure the delivery is transported to the Slovak Republic, where ARMITAS will repair the defective delivery. If the delivery has defects according to point 7.1 of these GTC, ARMITAS shall reimburse the customer for the usual transport costs and shall ensure the removal of the defect at its own expense (justified complaint). If it is proven that the delivery does not have defects for the reasons specified in Article 7.1 of these GTC, all costs of transporting the goods shall be borne by the customer (unjustified complaint).

710. The quality guarantee shall expire immediately if, without the prior written consent of ARMITAS, the customer makes changes or repairs to the delivery themselves or commissions a third party who is not expressly authorised by ARMITAS to do so. The original warranty period shall not be extended due to the removal of defects within the warranty period.

711. For the purposes of servicing the delivery, the parties to the contractual relationship may conclude a service contract specifying the detailed conditions of its provision.

8. Subsequent sale

8.1. The customer has the right to resell the delivery and/or part thereof to a third party exclusively as ARMITAS products. The customer shall sell such deliveries and/or parts thereof in its own name and on its own account and at its own risk.

8.2. These GTC do not grant the customer the exclusive right to sell ARMITAS products. The customer has the right to sell the products within the Slovak Republic without restriction, and to third countries only with the prior written consent of ARMITAS.

8.3. The customer undertakes not to use the trade name or logo of ARMITAS on any documents used in the course of its business activities without the prior written authorisation of ARMITAS. The customer is also not authorised to make any commercial or legal statements on behalf of ARMITAS or to act on behalf of ARMITAS.

8.4. A breach of the provisions of points 8.1 to 8.3 of these GTC shall be considered a material breach of the customer's obligations.

9. Termination of the contract

9.1. The contract may be terminated in the following ways:

- a) by agreement between the parties to the contractual relationship,
- b) fulfilment of contractual obligations,

- c) expiry of the term for which the contract was concluded,
 - d) termination in accordance with the terms and conditions specified in the contract,
 - e) withdrawal from the contract.
- 92 Either party to the contractual relationship has the right to withdraw from the contract in the following cases:
- a) the other party to the contractual relationship materially breaches its legal obligations or obligations established by the contract or these GTC and, despite written notice, fails to remedy the situation within an additional period of at least 30 days,
 - b) if bankruptcy proceedings and/or restructuring of the assets of the other party to the contractual relationship commence and/or a petition for the commencement of bankruptcy proceedings and/or restructuring proceedings is rejected due to insufficient assets,
 - c) expressly defined in the contract or in these GTC.
- 93 ARMITAS also has the right to withdraw from the contract if:
- a) there are doubts about the customer's ability to pay and, at ARMITAS's request, the customer does not make advance payments or provide suitable security before delivery, or
 - b) the customer has breached the licence conditions and restrictions under these GTC or the contract, or
 - c) the customer has materially breached its obligations under these GTC or the contract, or
 - d) the customer acts in any way contrary to the principles of fair business conduct, engages in unfair competition, acts contrary to competition law, or damages the reputation and legitimate interests of ARMITAS through its actions, or
 - e) the customer, when performing a delivery for ARMITAS as a supplier or subcontractor under another valid contract, has violated applicable legal regulations and/or internal rules of ARMITAS, in particular rules for health and safety, fire protection and environmental protection, in a manner that, according to these GTC, entitles ARMITAS to withdraw from the contract.
- 94 In the event that ARMITAS withdraws from the contract as a result of non-compliance, circumvention or violation of applicable legal regulations or internal rules of ARMITAS by the customer, ARMITAS shall have the right, at the same time as withdrawing from this contract, to withdraw from any other valid contract concluded between ARMITAS and the customer, solely on the basis of ARMITAS's decision, regardless of whether such non-compliance, circumvention or violation caused damage to ARMITAS and/or a third party, resulted in an accident or other damage to the health or death of an employee of ARMITAS and/or a third party.
- 95 Withdrawal from the contract shall take effect on the date of delivery of written notice of withdrawal to the other party.
- 96 In the event of withdrawal from the contract by ARMITAS for reasons attributable to the customer, ARMITAS shall be entitled to choose one of the following procedures:
- a) the parties to the contractual relationship shall not be obliged to return the performance provided to them prior to withdrawal from the contract by the other party to the contractual relationship and shall not be entitled to request the return of the performance provided prior to withdrawal from the contract by the other party to the contractual relationship. ARMITAS's claims for payment of the price for parts of the delivery already handed over to the customer shall not be affected by the withdrawal from the contract. At the same time, ARMITAS shall be entitled, within 14 days of the effective date of withdrawal from the contract, to deliver to the customer all those parts of the delivery that have not yet been delivered and that, on the effective date of withdrawal from the contract, were ordered by ARMITAS, manufactured or otherwise prepared for delivery to the customer, and the customer is obliged to accept such parts of the delivery and pay for them properly, or
 - b) demand the return of the delivery already made. The customer is obliged to provide ARMITAS with all cooperation required by ARMITAS to regain possession of the delivery. Costs of regaining possession The costs of regaining possession of the delivery or re-exporting the delivery shall be borne by the customer.

10. Liability for damage

101 ARMITAS shall be liable for damages only if it demonstrably breaches its obligation under the contractual relationship, whereby ARMITAS shall not be obliged to compensate for lost profits or other indirect damages (in particular the costs of restoring lost and/or damaged data) and the total amount of damages, including agreed contractual penalties, which the customer may claim and which ARMITAS will have to pay, shall in no case exceed 50% of the price of the delivery in which such damage occurred, even in the event of multiple damages, regardless of their number.

102 In the case of repeated performances, the total amount of damages shall be determined at 100% of the price of the delivery for one calendar year in which the damage occurred, even in the case of multiple damages, regardless of their number.

103 The customer acknowledges that at the time of the establishment of the contractual relationship, ARMITAS cannot foresee damage exceeding 50% of the delivery price at which such damage occurred as a possible consequence of a breach of its obligations under the contractual relationship, or, in the case of repeated performance, 100% of the price of the delivery for one calendar year in which the damage occurred, even in the case of multiple damages, regardless of their number.

104 If the customer fails to comply with the generally applicable conditions for installation, commissioning and use (as specified in the operating instructions, for example), they shall be liable for any damage incurred as a result.

11. Intellectual property rights and copyright

111 If, at the same time as the delivery, the customer is also supplied with a copyrighted work as defined by Act No. 185/2015 Coll. Copyright Act, as amended (hereinafter referred to as the "Copyright Act"), authored by a third party other than ARMITAS, the customer shall have the right of use in accordance with the licences granted.

112 If, at the same time as the delivery, the customer also receives a copyrighted work owned by ARMITAS, the customer is granted a non-exclusive, time- and territory-limited licence entitling the customer to use the work for their own needs for the purpose specified in the contract. Unless otherwise agreed, the licence period shall be 3 years from the date of receipt of the delivery by the customer and the licence territory shall be the territory of the Slovak Republic. The customer may only process the copyrighted work to the extent that it does not interfere with the author's rights within the meaning of the Copyright Act. The customer may only grant consent for the use of the copyrighted work by a third party with the prior written consent of ARMITAS. The customer may only transfer the licence authorising the use of the copyrighted work with the prior written consent of ARMITAS. The source codes for the copyrighted work will not be provided to the customer.

113 The rights under the licence to the copyrighted work shall arise on the date of payment of the licence fee, unless the parties to the contractual relationship agree otherwise.

114 The rights under the licence to the copyrighted work shall expire if the customer fails to pay the price of the delivery and/or if they breach the licence terms and conditions under these GTC in any way.

115 The customer is entitled to use the documentation (e.g. plans, technical documentation, manuals, guides) supplied by ARMITAS for the copyrighted work in a manner consistent with the purpose for which the documentation was created. All materials used to create the copyrighted work remain the intellectual property of ARMITAS.

12. Governing law, jurisdiction, partial invalidity and ineffectiveness of the GTC

121 The contract and the contractual relationship arising therefrom are governed by Slovak law.

122 In the case of a foreign customer, the provisions of Slovak law on conflict of laws referring to the application of foreign law shall not apply.

123 All disputes arising from this contract shall be finally settled by the competent court of the Slovak Republic in accordance with the relevant legal regulations.

124 If any provision of these GTC is invalid or ineffective, the invalidity or ineffectiveness of that provision shall not result in the invalidity or ineffectiveness of other provisions of the GTC or the agreement itself. The foregoing provision shall apply mutatis mutandis if any provision of these GTC is found to be unenforceable.

13. Re-export

131 If the customer re-exports goods delivered by ARMITAS (hardware and/or software and/or technology, as well as the relevant documentation, regardless of the procedure and method of procurement) or works and services provided by ARMITAS (including all types of technical support) to a third party, they shall be obliged to comply with all applicable national and international (re-)export control regulations. For each subsequent delivery of such goods or works and services to a third party, the customer must observe the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America.

132 Before further delivery of goods, works or services to a third party, the customer shall verify and ensure by appropriate measures that:

- in the event of such further delivery of goods or works and services to a third party, during the conclusion and mediation of contracts relating to these goods, works and services, or when providing other economic means/resources in connection with such goods, the works and services do not violate the embargoes of the European Union, the United States of America and/or the United Nations, taking into account any restrictions on domestic trade;
- these goods, works and services were not intended for use in connection with armaments, nuclear technology or weapons that are prohibited or require authorisation, unless such authorisation has been submitted;
- the regulations of all relevant European Union and United States sanctions lists concerning trade with companies, persons and organisations included in these lists have been complied with.

133 If necessary for the performance of export control checks by the authorities or ARMITAS, the buyer shall, upon request, immediately provide ARMITAS with all information about the end customer, the final place of delivery and the purpose of use of the goods or parts and services provided by ARMITAS, as well as the applicable restrictions resulting from export control.

134 The buyer shall settle in full all claims that the authorities or other third parties may assert against ARMITAS due to the buyer's failure to comply with the legal obligations arising from export controls, and undertakes to compensate ARMITAS for all damages and costs incurred in this regard.

14. Confidentiality, data protection

141 For the purposes of these GTC, "confidential information" shall mean any and all data, data, materials, findings, documents or any other information, regardless of the form in which it is recorded, (a) relating to the contract and its performance (in particular the contract, information on the rights and obligations of the contracting parties and information on the price), (b) relating to a party to the contractual relationship (in particular information on its activities, structure, economic results, all contracts, financial, statistical and accounting information, information on its property, assets and liabilities, receivables and payables, information on its technical and software equipment, know-how, evaluation studies and reports, business strategies and plans, information relating to items protected by industrial or other intellectual property rights, and all other information about the party to the contractual relationship), (c) relating to ARMITAS customers, (d) for which a special regime of handling is established by generally binding legal regulations of the Slovak Republic (in particular trade secrets, tax secrets, telecommunications secrets, personal data, classified information), (e) which were provided to the participant in the contractual relationship prior to the entry into force and effect of the contract, insofar as they relate to its subject matter and/or content (in particular, requests for quotations, quotations) and/or (f) which are expressly marked as "confidential", "confidential", "proprietary" or other similar designation.

142 The customer undertakes to maintain strict confidentiality, preserve secrecy and protect confidential information from misuse, damage, destruction, deterioration, loss and theft, even after the expiry and termination of the contract.

143 Confidential information may be used exclusively for the purposes of fulfilling the subject matter of the contract.

144 Confidential information may be provided and/or made available to a third party without the prior written consent of ARMITAS only in the following cases:

- a) if it is necessary for the fulfilment of its obligations arising from the contractual relationship or from a contractual relationship arising in connection with the contract,

- b) if it is necessary for the exercise of its rights arising from the contractual relationship or from a contractual relationship arising in connection with the contract,
- c) if required to do so by generally binding legal regulations or by an enforceable decision, measure or request of the competent authority,
- d) if it is necessary in judicial, arbitration, administrative and other similar proceedings,
- e) if the third party is a person who, in relation to the information provided or made available, has a legal obligation to maintain confidentiality,
- f) if the third party is a person whose services ARMITAS uses to fulfil its obligations arising from a contractual relationship or from a contractual relationship arising in connection with the contract (subcontractors and partner companies),
- g) if it is possible to contact the contact person of the party to the contractual relationship and this information is provided or made available to third parties for the purposes of references, promotion or public information.

145 Customer data (data entered in the commercial register, telephone and fax numbers, as well as other data necessary for delivery, which occur in connection with modern communication technologies, workplaces, contact persons, ordered goods, delivered quantities) from each business transaction will be processed exclusively for the purposes of contract performance, in particular for the purposes of administration and billing with automatic support.

146 If, in the performance of ARMITAS's obligations under the contract, it is necessary for ARMITAS to have access to personal data protected under Regulation (EU) No 2016/679 of the European Parliament and of the Council and Act No. 18/2018 Coll. on the protection of personal data, as amended, the customer is obliged to obtain the consent of the data subjects for each processing of personal data for ARMITAS at their own expense in advance.

14.8 The customer is also obliged, at the request of ARMITAS and on its own initiative, to provide all necessary cooperation in a timely and proper manner so that ARMITAS can properly fulfil its legal and contractual obligations regarding the protection of personal data in the performance of its contractual obligations.

15. Miscellaneous

151 Without prior written consent, the customer is not entitled to assign their claims against ARMITAS to third parties, pledge them or use them in any other way than as the subject of a legal transaction. The customer is also not entitled to set off claims against ARMITAS against their obligations. A breach of this obligation is considered a material breach of the customer's obligations.

152 For the delivery of documents between the parties to the contractual relationship related to the contract, the document shall be deemed delivered on the date of its actual delivery to the other party to the contractual relationship. A document shall also be deemed to have been delivered on the date on which the period for collection of the consignment at the post office expires without result, even if the addressee was not aware of the storage. A consignment shall also be deemed to have been delivered in the event of intentional action by the addressee resulting in the unsuccessful delivery of the document.

153 Neither Party shall be liable for any delay in the performance of its obligations under or in connection with the Agreement due to unforeseeable circumstances beyond the control of the Parties, excluding liability, in particular natural disasters (including earthquakes, floods, volcanic eruptions, storms), natural disasters, strikes, unrest, armed conflicts, wars, state interventions, epidemics, states of emergency and states of emergency declared by the competent authorities, official restrictions or prohibitions, power failures or other obstacles that arose independently of the will of the contracting party and prevent it from fulfilling its obligations, if it cannot be reasonably assumed that the contracting party could have averted or overcome this obstacle or its consequences and that it could have foreseen this obstacle at the time the obligation arose, regardless of whether the above circumstances are considered or defined as circumstances excluding liability under the relevant legal regulations.

154 In the above cases, the period for fulfilling obligations under or in connection with the contract shall be extended by the duration of the circumstance excluding liability. If, based on the reasonable opinion of the affected contracting party, (a) the circumstance excluding liability will continue or (b) the performance of obligations under the contract will be substantially

by the circumstance excluding liability for more than six consecutive calendar months from the date on which the obligation under this Contract was to be fulfilled, the contracting party may withdraw from the contract.

155 The contracting parties undertake to make reasonable efforts to mitigate the consequences caused by circumstances excluding liability for the performance of obligations under the contract. The contracting parties also undertake to cooperate to a reasonable extent in order to take the necessary measures to mitigate the consequences of circumstances excluding liability (e.g. establishment of remote access) in accordance with the relevant legal regulations.

156 The contracting party in which the circumstance excluding liability has occurred is obliged to inform the other contracting party thereof without delay. The existence of a circumstance excluding liability must be proven by the contracting party invoking such a circumstance.

In Bratislava on 19 February 2026