

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope

- 1.1 These general terms and conditions of purchase apply to all orders (for the supply of goods and/or services) placed by ARMITAS a.s. (hereinafter referred to as the "Buyer").

2. Order

- 2.1 These general terms and conditions of purchase become part of the contractual relationship between the Buyer and the supplier (hereinafter referred to as the "Supplier") upon acceptance of the order by the Supplier. The order must be issued in writing and duly signed by a person authorised to act on behalf of the Buyer, otherwise it is invalid. Based on an express agreement between the Buyer and the Supplier, the Buyer is entitled to place orders via email. Any changes or additions to the order are only valid if they have been confirmed in advance in writing by the Buyer.
- 2.2 Any performance, whether total or partial, based on an order executed through third parties is subject to the prior express consent of the Buyer.

3. Order confirmation, general terms and conditions of the Supplier

- 3.1 The Supplier is obliged to confirm acceptance of the Buyer's order in writing without delay. Based on an express agreement between the Buyer and the Supplier, the Supplier may confirm acceptance of the order by electronic mail (e-mail). If the Supplier does not confirm the Buyer's order in writing and does not deliver this order confirmation to the Buyer within a reasonable period of time, but no later than two weeks from the date of issue of the order, the Buyer reserves the right to cancel/revoke the order without incurring any costs on the part of the Buyer. Such cancellation/withdrawal by the Buyer shall be deemed to have been made in a timely manner if it is sent to the Supplier before the order confirmation is delivered to the Buyer.
- 3.2 If the Supplier's order confirmation differs from the Buyer's order, the Supplier is obliged to clearly state any such change or deviation in the order confirmation. The Buyer shall only be bound by any such deviation or change that it has expressly approved in writing. Acceptance by the Buyer of goods and/or services delivered by the Supplier shall not be deemed to constitute approval of any such deviation or change.
- 3.3 The Supplier's general terms and conditions shall only apply if they have been expressly approved in writing by the Buyer. A reference or citation in the Buyer's order to documents that are part of the Supplier's offer does not constitute acceptance of the Supplier's general terms and conditions by the Buyer.
- 3.4 Any general terms and conditions of the Supplier or third parties made available to the Buyer in written or electronic form together with the delivery of software products are not binding on the Buyer, especially in cases where the Buyer or any third party (e.g. the Buyer's employees, advisors, customers of the Buyer) perform an act which, according to these general terms and conditions, is a prerequisite for the conclusion of the contract, or if the Buyer sends the Supplier a software registration, unless the Buyer expressly approves such general terms and conditions in writing.

4. Delivery period and consequences of delay

- 4.1 Unless expressly agreed otherwise, the delivery period shall commence on the date of issue of the order by the Buyer. The Supplier shall deliver the goods and/or services without undue delay if no delivery period has been agreed. The decisive moment for determining the timeliness of deliveries is the date of receipt at the place of delivery specified by the Buyer. For determining the timeliness of deliveries that include manufacture or assembly, the decisive moment is the date of receipt by the Buyer. In the event of a foreseeable delay in the delivery of goods and/or services, the Supplier is obliged to notify the Buyer immediately and request the Buyer's opinion on whether it still insists on performance. In such a case, the delivery period shall be extended only if the Buyer expressly confirms such extension in writing.
- 4.2 In the event of a delay in the delivery of goods and/or services by the Supplier, regardless of the Supplier's fault, the Buyer is entitled to claim a contractual penalty of 0.5% of the value of the delivery for each day of delay, including the day of commencement, until the moment of proper delivery. Payment of the contractual penalty shall not affect the Buyer's claim for damages exceeding the amount of the contractual penalty. In the event of a delay by the Supplier in the delivery of goods and/or services, the Buyer shall be entitled to withdraw from the contract after the expiry of an additional reasonable period granted to the Supplier for remedy. The above shall also apply if the Buyer has already accepted partial delayed performance from the Supplier without reservation in the past. If the subject of the performance is a one-off delivery, the Buyer is not obliged to comply with the condition of granting an additional reasonable period.

- 4.3 If the Supplier's delay in performance is foreseeable, the Buyer is entitled to take all measures necessary to avert the imminent delay in performance, at the Supplier's expense and risk.
- 4.4 Upon delivery of goods and/or services before the agreed performance date, the Buyer reserves the right to charge the Supplier for costs incurred in connection with early performance, such as storage, insurance, etc., as well as to make payment for performance as if the performance had been carried out on the agreed date. The risk of damage shall pass to the Buyer on the agreed delivery date.
- 4.5 The Buyer is entitled to withdraw from the contract in part or in full in the event of the commencement of bankruptcy or restructuring proceedings against the Supplier or if there is any change in the ownership structure of the Supplier. The Supplier is obliged to inform the Buyer of any such facts without undue delay.
5. Transport, delivery, transfer of risk of damage to goods, export control
- 5.1 In the case of performance involving construction or assembly and the provision of services, the risk of damage shall pass to the Purchaser upon acceptance of the performance; in the case of performance not involving construction or assembly, the risk shall pass to the Purchaser upon acceptance by the Purchaser at the place of delivery. This transfer of risk of damage to the goods applies regardless of the agreed trade terms (INCOTERMS).
- 5.2 Partial deliveries, as well as deliveries of a larger or smaller scope, are only permissible with the express written consent of the Buyer. The Supplier is obliged to deliver the goods to the Buyer's goods receiving department at the place of delivery and within the delivery period specified in the order. The Supplier must enclose a delivery note with each delivery, specifying the exact contents of the delivery, the order number and all necessary information in accordance with the relevant legal regulations.
- 5.3 The Supplier is obliged to comply unconditionally with the Buyer's requirements regarding the method of transport, forwarding and transport conditions. If the Buyer does not request any specific method of transport, the Supplier is obliged to carry out the transport in such a way as to incur the lowest possible costs for the Buyer. If the Supplier fails to fulfil this obligation, it shall be liable for all costs incurred as a result. Any additional costs incurred in connection with expediting transport in order to meet the agreed delivery time shall be borne by the Supplier. In the event of failure to comply with all agreed delivery or transport requirements, such as missing or incomplete transport documents, order details, or payment instruments, the Buyer reserves the right to refuse acceptance of the performance at the Supplier's expense and risk.
- 5.4 The Supplier shall comply with all applicable requirements of national and international export law, customs law and foreign trade law (hereinafter referred to as "Foreign Trade Law") and to obtain the necessary export and/or import licences, except in cases where, under the applicable Foreign Trade Law, the obligation to apply for export licences arises not for the Supplier but directly for the Purchaser or a third party.
- 5.5 The Supplier is obliged to provide the Buyer with all information and data (for each item on the order confirmation, transport document and invoice separately) that the Buyer needs to comply with the applicable Foreign Trade Law in the countries of import and export as well as re-export in the case of further provision of goods and/or services, including the following data for each individual good and/or service: - "Export Control Classification Number" according to the "U.S. Commerce Control List" (ECCN), if the product is subject to the "U.S. Export Administration Regulations";
 - all applicable export list numbers;
 - statistical number of goods according to the current classification of goods in foreign trade statistics and HS (Harmonised System) Code;
 - country of origin (non-preferential origin), and
 - the Supplier's declaration of preferential origin (for European suppliers) or preference certificates (for non-European suppliers) (hereinafter referred to as "Export Control and Foreign Trade Data").
- 5.6 All deliveries must be accompanied by a delivery note with a precise specification of the delivery, complete identification of the order and all necessary data in accordance with the relevant legal regulations.
- 5.7 In the event of changes in the origin and/or properties of the goods and/or services and/or applicable foreign trade law, the Supplier is obliged to update the Export Control and Foreign Trade Data as soon as possible, but no later than the date of delivery, and to notify the Purchaser in writing. The Supplier shall bear all costs and/or damages incurred by the Buyer as a result of missing or incorrect Export Control and Foreign Trade Data. If this data is not provided, the Buyer reserves the right not to accept the invoice issued by the Supplier.
- 5.8 If necessary, the Supplier is obliged to make direct deliveries to the Buyer's customers in neutral packaging and with transport documents in the name of the Buyer. The Supplier is obliged to provide the Buyer with a copy of the transport documents.
- 5.9 The Supplier's retention of title, in any form, is excluded.
- 5.10 The price is determined including packaging. Unless the contracting parties agree otherwise, the Supplier is obliged to reimburse the Buyer for the value of the packaging material that the Buyer returns to the Supplier for reuse. All

damage resulting from packaging that does not correspond to the nature of the delivery shall be borne by the Supplier. In the case of deliveries of dangerous goods, the Supplier is obliged to comply with the relevant legal regulations, in particular those governing the type and marking of packaging and the use of means of transport.

6. Interruption of performance, cancellation of order

- 6.1 The Buyer reserves the right to request interruption of performance at any time during its implementation. In the event of an interruption of performance for a period longer than 3 months, the Supplier is obliged to prove to the Buyer the costs incurred as a result of the interruption of performance and is entitled to demand from the Buyer only the reimbursement of these proven costs. However, the Buyer is not liable to the Supplier for lost profits. The Supplier is not entitled to claim compensation for costs incurred as a result of an interruption in performance for a period of less than 3 months or, in the case of an interruption for a period longer than 3 months, compensation for costs incurred during the first three months of the interruption in performance.
- 6.2 The Buyer reserves the right to withdraw from the contract in part or in full in the event of a breach of the Supplier's obligations, regardless of the Supplier's fault. The withdrawal shall take effect on the date of delivery of the notice of withdrawal to the Supplier. In such a case, the Supplier is entitled to charge remuneration for performance demonstrably provided to the Buyer until the effective date of withdrawal. Upon delivery of the withdrawal from the contract by the Buyer, the Supplier is obliged to take all necessary measures to minimise the Buyer's costs.

7. Invoicing, offsetting of claims

- 7.1 The Supplier is obliged to issue an invoice in one copy immediately after delivery of the goods and/or services, stating all the details according to the Buyer's order (including the order number) and in accordance with generally binding legal regulations, and to deliver it immediately to the Buyer's registered office. Copies of invoices must be marked as duplicates. The Supplier must prepare and structure invoices in such a way as to facilitate comparison with the order and verification by the Buyer. If invoicing is based on a concluded contract, the Supplier shall state, in addition to the information referred to in the previous sentence, the contract number and contact person. The Supplier is obliged to attach a document confirmed by the Buyer to invoices issued for services or assembly provided, proving the acceptance of the invoiced performance provided (e.g. a statement of work). On invoices relating to goods for which export licences are required, the Supplier shall be obliged to state all the export requirements for the marking of goods that have been met. If the Supplier's registered office is located in the EU, the Supplier shall be obliged to provide its VAT number at the latest with the invoice.
- 7.2 The Buyer reserves the right to return to the Supplier any invoice that is not issued in accordance with point 7.1. In this case, the invoice shall be deemed not to have been delivered to the Buyer. If a new invoice is issued by the Supplier, the provisions of point 7.1 shall apply mutatis mutandis.
- 7.3 Without the prior written consent of the Buyer, the Supplier is not entitled to assign its claims against the Buyer to third parties, pledge them or use them in any other way than as the subject of a legal act. The Supplier is not entitled to set off its claims against the Buyer against the Buyer's claims against the Supplier.

8. Payment terms

- 8.1 The maturity period of the Supplier's invoice shall commence upon delivery of the goods and/or services, namely upon delivery of a duly issued invoice in accordance with point 7.1. If the Supplier is obliged to perform/deliver, together with the performance, the tests of materials required by law, test reports, quality certificates or other documents, the Supplier's performance shall be deemed to have been completed only upon delivery of these documents to the Buyer. The issuance of an advance invoice by the Supplier is subject to the prior consent of the Buyer.
- 8.2 Unless otherwise agreed, the Supplier's invoices are payable within 30 days of the date of delivery of the invoice. During the warranty period, the Buyer is entitled to claim a warranty deposit (retention) of 10% of the value of the delivery, without interest. Payment of the Supplier's invoice by the Buyer does not imply recognition that the delivery or performance has been carried out properly, nor does it imply a waiver of other rights to which the Buyer is entitled. The Supplier's invoice shall be deemed paid at the moment the amount is debited from the Buyer's account. Bank charges of the receiving bank shall be borne by the Supplier.

9. Acceptance, assertion of defects, liability for defects, liability for damage caused by a defective product, intellectual property rights, quality guarantee and warranty period
 - 9.1 The acceptance of goods and/or services provided by the Supplier to the Buyer or the making of payments by the Buyer shall not result in the Buyer waiving its rights. Confirmations issued by the Buyer's goods receipt department regarding the acceptance of goods and/or services shall not be considered as confirmation by the Buyer of the final acceptance of the goods and/or services.
 - 9.2 The Buyer shall take delivery of the goods and/or services and check the completeness of the delivery and any obvious defects within a reasonable period of time after delivery. If a random inspection reveals that parts of the delivery do not meet the Buyer's requirements and/or do not have the properties required in normal business transactions, the Buyer shall be entitled to return the entire delivery to the Supplier. The Buyer shall notify the Supplier of any defects found without delay.
 - 9.3 The Supplier is responsible for ensuring that the delivered performance is made of the best, purpose-suitable and new material, in a professional and technically competent manner in accordance with the underlying technical documentation, for a purpose-suitable design and workmanship against which no objections can be raised, and that it ensures its proper installation. The supplier provides a two-year warranty on the delivered goods and/or services. The warranty period for the delivery of goods and/or services that become an integral part of a building or land is three years. After the repair of defects reported by the Buyer, the warranty period for the replaced goods begins anew. The warranty period begins for deliveries involving construction or assembly and for services at the moment of acceptance by the Buyer, for deliveries without construction and assembly upon acceptance at the destination, and for hidden defects at the moment of their discovery. For deliveries to locations where the Buyer performs activities using the delivered goods outside its premises, the warranty period shall commence upon acceptance of the performance by the Buyer's end customer. However, the warranty period provided by the Supplier shall not expire before the warranty period provided by the Buyer to its end customer. To make a claim for defects in the goods during the warranty period, it is sufficient for the Buyer to submit a written claim to the Supplier.
 - 9.4 When providing engineering, advisory, software, consulting services or personnel by the Supplier, the Supplier shall be fully responsible for the accuracy and completeness of written and oral information and instructions for a period of two years from their provision/granting, unless the parties agree otherwise. Any agreement must be confirmed in writing.
 - 9.5 The Buyer is entitled to claims against the Supplier for defects in the goods in accordance with the provisions of the Commercial Code; if the Buyer is the end consumer, they are entitled to claims in accordance with the provisions of the Civil Code.
 - 9.6 The same conditions apply to the Supplier's supplier as to the Supplier under these general terms and conditions of purchase.
 - 9.7 The warranty period for performance is twenty-four (24) months and begins on the date of acceptance of performance by the Buyer, unless the parties agree otherwise. Any agreement must be confirmed in writing.
 - 9.8 The Supplier is obliged to remedy any defects in the goods discovered by the Buyer during the warranty period without delay at the place of destination in accordance with the Buyer's claims or to deliver new goods and/or services within the period specified by the Buyer. The Buyer is also entitled to claim from the Supplier reimbursement of all costs incurred in connection with the removal of defects, e.g. costs of installation and removal, as well as compensation for damage caused. The Supplier is obliged to reimburse the Buyer for the costs incurred in investigating defects if defects were found during this investigation. In the event of imminent danger, such as in order to prevent the Buyer from being in default towards the end customer or in the event of the Supplier's delay in remedying defects, the Buyer reserves the right, without prior notice and without prejudice to the Buyer's rights arising from defects in the goods, to replace the goods with faultless goods from third parties at the Supplier's expense or to repair the defective goods at the Supplier's expense or to arrange for their repair. The Supplier is obliged to reimburse the Buyer for these costs even if they exceed the costs that would have been incurred if the repair had been carried out by the Supplier.
 - 9.9 The Supplier undertakes to compensate the Buyer for any possible damages and undertakes not to claim damages from the Buyer in the event of disputes arising in connection with any claims by third parties arising from patent, copyright, trademark and design rights related to the delivered performance, and at the same time undertakes to ensure the unrestricted exercise of rights to the delivered performance. Notwithstanding other obligations, the Supplier also assumes responsibility for claims by the Buyer's end customers to whom the Supplier's performance was delivered. The Supplier also undertakes to reimburse the Buyer for all costs incurred in connection with the assertion of claims or substitute performance by the Buyer's end customers. The Supplier undertakes to insure against any risks in this case and to submit proof of such insurance to the Buyer upon request.
 - 9.10 The Supplier undertakes, for a period of 11 years after the last delivery of the performance, at the Buyer's request, without delay, but no later than two weeks after the request, to identify each manufacturer, importer or previous supplier, and, in order to avert claims by third parties arising from defects in the goods, to provide effective evidence, in particular production documents and documents showing the production and delivery conditions and/or the date of production and delivery.

- 9.11 The equipment and products supplied by the Supplier must be equipped with the prescribed safety features and must comply with the applicable safety regulations (in the case of equipment and parts, especially those applicable at the place of destination) and must comply with the latest knowledge and technical rules. The Supplier is obliged to comply with the relevant legal regulations of the Slovak legal system, the European Union and the European Communities. The Supplier is responsible for ensuring that the delivered equipment, systems and products are marked (e.g. CE marking) in accordance with the regulations of the European Union, the European Communities and Slovak law. Upon delivery, the Supplier undertakes to submit the relevant declarations of conformity with a brief description as well as instructions and requirements for assembly. In addition, the Supplier is obliged to inform the Purchaser in a timely manner of any changes in materials, the manufacturing process and supplier parts, as well as declarations of conformity. When delivering equipment intended for assembly by the Buyer or a third party, the Supplier is obliged to provide the Buyer with all documentation to the required extent, including assembly plans, data sheets, assembly instructions, processing instructions, operating, maintenance and storage instructions, lists of spare and non-consumable parts, etc. The Supplier must label the delivered goods in Slovak and, at the Buyer's request, also in other languages. The Supplier is obliged to prepare the operating requirements and instructions in two copies in the Slovak language and, at the Buyer's request, also in other languages.
- 9.12 The Buyer reserves the right to request the submission of proof of the Supplier's quality assurance system and documentation on the performance of quality tests, as well as the right to conduct an audit at the Supplier's premises at any time. The Supplier is obliged to reimburse the Buyer for the costs of the audit if deficiencies in the quality control system or errors in the documentation on the performance of quality tests are discovered during the audit.
10. Materials procured by the Buyer
- 10.1 Materials procured by the Buyer remain the property of the Buyer, and the Supplier is obliged to mark them as such and store and manage them separately free of charge. The Supplier is obliged to confirm the acceptance of these materials at the Buyer's request. The Supplier is entitled to use these materials exclusively for the performance of services provided to the Buyer. In the event of a reduction in the value of these materials, as well as in the event of their loss or other damage, the Supplier shall be obliged to compensate the Buyer for the difference in value. Any claims for damages by the Supplier against the Buyer due to failure to meet the delivery date for these materials, as well as the Supplier's right of retention for the materials in question, are excluded.
11. Special provisions for hardware and software deliveries
- 11.1 Hardware and software are always considered as a single unit/product, unless otherwise specified in the order.
- 11.2 If the Supplier supplies the Buyer with software that was not created exclusively for the Buyer, the Supplier grants the Buyer a transferable and non-exclusive right of use. This right of use of the Buyer is unlimited in time if a one-off payment has been agreed. For software created exclusively for the Buyer, the Supplier shall transfer an exclusive, transferable and unlimited right of use to the software for any use within the scope of the Copyright Act. Unless otherwise agreed, the Supplier shall be obliged to provide the Buyer with the source code in its current version. The Supplier is obliged to install the software. After installation, the Supplier shall provide the Buyer with a data carrier that can be read on the Buyer's computer systems, containing the source and machine code as well as related technical documentation (content and procedure for compiling the data carrier, program and data flow diagrams, test protocols, test programs, error handling, etc.). In addition to this documentation, the Supplier is obliged to provide the Buyer with comprehensive written user documentation in Slovak and/or in another language requested by the Buyer in sufficient copies according to the Buyer's requirements prior to acceptance.
- 11.3 Software developed for the Buyer shall be deemed accepted by the Buyer upon signing a written acceptance protocol, provided that it complies with the agreed specifications and requirements. Any corrections made by the Supplier must be noted in the acceptance protocol. The software shall be deemed accepted by the Buyer only after at least four weeks of satisfactory trial operation without any reported errors. In case of doubt, the aforementioned period shall be deemed to commence only upon the deployment of the software by the Buyer or the Buyer's end customer into productive operation.
- 11.4 The Supplier undertakes to provide the Buyer with all subsequent program versions containing error corrections ("Updates") free of charge during the warranty period. The Supplier also undertakes to offer the Buyer maintenance of the delivered software for a minimum period of 5 years from the acceptance of the software at normal market prices. During the warranty period, the Supplier undertakes to reduce the software maintenance fees appropriately.
- 11.5 The Supplier is obliged to inform the Buyer, at the latest at the time of order confirmation, whether the delivered goods and/or services contain open source software. If the Supplier fails to inform the Buyer in a proper and timely manner that the goods and/or services contain open source software, the Buyer is entitled to cancel the order in its entirety and the Supplier is obliged to compensate the Buyer for any damage incurred.

12. Special provisions for planning activities

12.1 The Supplier undertakes to transfer ownership rights to any documentation, such as plans, drawings and models, to the Buyer free of charge, even in the event of early termination of the contract, and to hand it over to the Buyer upon request. The Supplier grants the Buyer the exclusive and irrevocable right to use this documentation free of charge, without restriction in terms of content, time and space, as well as the corresponding authorisation to use the work. The Buyer is entitled to use and implement the documentation in its original form or after modification without any further participation or consent of the Supplier.

13. Drawings, tools, auxiliary tools, permits

13.1 The Supplier shall provide the Buyer with drawings and technical calculations free of charge, if necessary. Any tools, moulds, patterns, models, profiles, drawings, standardisation sheets, printing templates and materials provided by the Buyer, as well as materials created from them, remain the property of the Buyer and, without the prior written consent of the Buyer, the Supplier may not make them available to third parties or use them for any purposes other than those specified in the contract. Tools, moulds, etc. that have been made by the Supplier at the Buyer's expense shall become the property of the Buyer upon payment of the Supplier's invoice.

13.2 The Supplier is obliged to mark all of the above items in the broader sense as the property of the Buyer in the agreed manner and to secure them against unauthorised access or use, or to repair them if necessary. The Supplier is obliged to return these items to the Buyer upon delivery or cancellation of the order. Without prejudice to other rights, the Buyer may demand the return of these items if the Supplier breaches the above obligations. The Supplier's right of retention to the above items is excluded.

13.3 The Supplier expressly declares that it holds all industrial and other permits necessary to ensure the performance of the contract and that it will provide the Buyer with the relevant permits and documents upon request. If special administrative permits, approvals or inspections are required for the delivery of goods and/or services, the Supplier is obliged to obtain these permits, approvals and inspections in a timely manner without claiming any special remuneration.

14. Place of performance, governing law, jurisdiction, severability clause, reservation

14.1 The place of performance for the delivery of goods and/or services is the place of destination; for payments, the place of performance is the Buyer's registered office. The contractual relationship is subject to Slovak law, in particular the Commercial Code (Act No. 513/1991 Coll. as amended). The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.

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

14.3 In the event of invalidity of individual provisions of these general terms and conditions of purchase, the remaining provisions shall remain in force.

14.4 The contractual performance by the Buyer shall be valid provided that no restrictions arise on the basis of national and international trade and customs regulations, nor any embargoes and/or other sanctions.

15. Confidentiality, personal data protection

15.1 The Supplier undertakes to maintain confidentiality regarding information relating to the Buyer and the subject of performance, which it has legitimately obtained in connection with the order, unless such information is generally known or has been obtained by other lawful means. Furthermore, the Supplier undertakes to maintain confidentiality regarding the overall or partial results arising in connection with the execution of the order and to use them exclusively for the fulfilment of this order. If the Supplier entrusts the performance of its contractual obligations to a third party, it shall be responsible for ensuring that the third party maintains confidentiality to the extent specified in these general terms and conditions of purchase.

15.2 All information that the Supplier has learned about the Buyer and third parties on the basis of or in connection with the contract, which is subject to protection within the meaning of Act No. 18/2018 Coll. on the protection of personal data, as amended, shall be considered confidential, and the Supplier undertakes to maintain confidentiality regarding such facts or information until such time as they become generally known, provided that this does not constitute a breach of the confidentiality obligation.

15.3 Supplier's details (details entered in the commercial register, registered office, telephone and fax numbers, as well as other details necessary for delivery, which occur in connection with modern means of communication,

workplaces, contact persons, ordered goods, quantities delivered) that the Buyer learns in connection with individual business transactions, the Buyer is entitled to process exclusively for the purposes of performing the contract, in particular for the purposes of administration and billing.

16. Information, declarations on materials, waste disposal, packaging, dangerous Goods

- 16.1 Regardless of statutory information obligations, the Supplier is obliged to provide the Buyer with all necessary and applicable information about the goods and/or services supplied, in particular instructions for proper storage and safety data sheets in accordance with Regulations 1907/2006/EC and 1272/2008/EC. The Supplier is obliged to inform the Buyer of the possible effects of hazardous waste or waste oils in the goods supplied by it and, in particular, to recommend to the Buyer a method of possible disposal. At the Buyer's request, the Supplier is obliged to collect, free of charge, waste arising from the normal use of the delivered goods in accordance with their intended purpose, in particular in accordance with the Waste Act, to the extent of the quantity of goods delivered. If the Supplier refuses to collect the waste or if it is not possible to collect the waste, the Buyer is entitled to dispose of the waste at the Supplier's expense.
- 16.2 The Supplier is responsible for ensuring that the performance of the order is carried out in accordance with the Waste Act and other relevant legal regulations (in particular Directive 2002/95/EC - RoHS) at the time of delivery. If the performance is not carried out in accordance with the above regulations, the Supplier is obliged, regardless of the Buyer's claims for liability for defects, to compensate the Buyer for any damage incurred in this regard.
- 16.3 If the Supplier delivers goods that are subject to regulations on restrictions on substances and/or are subject to information requirements (e.g. REACH), the Supplier shall be obliged to report the relevant substances to the BOMcheck web database (www.BOMcheck.net) or in another appropriate format provided by the Purchaser no later than on the day of delivery of the goods. The above provision shall apply in accordance with the legal regulations in force at the place of the Supplier's or Buyer's registered office or at the place of destination.
- 16.4 If the delivery contains goods that are classified as dangerous goods under international regulations, the Supplier shall be obliged to inform the Buyer thereof in the agreed manner no later than on the date of order confirmation.
- 16.5 The Supplier is obliged to dispose of any transport, sales or shipping packaging of deliveries to the Buyer exclusively through a person authorised to dispose of waste. The Supplier is obliged to compensate the Buyer for any damage incurred as a result of a breach of this obligation.
- 16.6 The Supplier undertakes that the performance provided by it complies with the requirements of ISO 9001 and ISO 27001.

17. Anti-corruption provision

- 17.1 The Supplier is obliged to inform the Buyer in writing, at the latest upon delivery of the Supplier's offer to the Buyer, that the Supplier or members of its statutory body have been legally convicted of any criminal offence of corruption in the last five years prior to the delivery of the Supplier's offer to the Buyer, and/or that that the Supplier or members of its statutory body have been charged with any criminal offences of corruption without undue delay in the period between the delivery of the Supplier's offer to the Buyer and the acceptance of the goods and/or services in accordance with point 9.2. Such notification by the Supplier must comply with the requirements set out in the OECD Anti-Bribery Guidelines.

18. Sustainability Code for Suppliers, Supply Chain Security

- 18.1 The supplier is obliged to comply with the relevant legal regulations. In particular, the supplier must not participate actively or passively, directly or indirectly, in any way in bribery, violation of the fundamental rights of its employees or the use of child labour. The supplier is responsible for the health and safety of its employees at work, undertakes to act in accordance with the relevant environmental protection regulations and to make every effort to enforce this code of ethics among its suppliers.
- 18.2 The supplier is obliged to provide the necessary organisational instructions and take measures, in particular with regard to the safety of premises, packaging and transport, business partners, personnel and information in order to ensure the security of the supply chain in accordance with the requirements of relevant internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO, C-TPAT). The Supplier is obliged to protect the goods and/or services provided to the Buyer or provided to third parties designated by the Buyer against unauthorised access or manipulation. The Supplier is obliged to use only reliable and responsible employees and is also obliged to oblige its subcontractors to take similar security measures.
- 18.3 Without prejudice to the Buyer's other rights and remedies, the Buyer is entitled to withdraw from the contract if the Supplier breaches any of the obligations set out in this article. If the breach of the Supplier's obligation

can be remedied, the Buyer shall be entitled to withdraw from the contract if the breach of contract is not remedied within the period specified by the Buyer.

19. Circumstances excluding liability

- 19.1 Neither party shall be liable for any delay in the performance of its obligations under or in connection with the contract 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 legislation.
- 19.2 In the above cases, the period for the performance of 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, (i) the circumstance excluding liability will continue or (ii) the performance of obligations under the contract will be substantially limited by the circumstance excluding liability for more than six consecutive calendar months, counting from the date on which the obligation under the contract was to be fulfilled, the contracting party may withdraw from the contract.
- 19.3 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.
- 19.4 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