

## General Commercial Terms for Purchase of Goods

### I. General Provisions

1. General commercial terms for purchase of goods (hereinafter referred to as the "General Commercial Terms") shall be applied to all contracts which are concluded between eustream, a.s., with its registered office at Votrubova 11/A, 821 09 Bratislava, registered with the Commercial register of the District Court Bratislava I, Section: Sa, Insert No.: 3480/B, Reg. No.: 35 910 712 (hereinafter referred to as the "Buyer") and the other contracting party (hereinafter referred to as the "Seller") for the purpose of purchasing goods (hereinafter referred to as the "Contract").
2. The application of general commercial terms of the other contracting party or of any other general commercial terms shall be hereby expressly excluded unless the contracting parties agree otherwise in writing.
3. Amendments to these General Commercial Terms or the exclusion of application of any of the provisions thereof shall be binding to the contracting parties only if agreed by the contracting parties in writing in the Contract. Any such differently agreed provisions shall take precedence over the wording of the General Commercial Terms.
4. These General Commercial Terms shall, pursuant to Section 273 of the Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code"), form an integral part of the Contract.
5. Pursuant to these General Commercial Terms the Contract shall be deemed concluded:
  - (i) as of the date of signing of a written copy of the Contract by both contracting parties, or
  - (ii) as of the date of delivery of a written confirmation by the Seller, by virtue of which the Seller accepts the terms proposed by the Buyer in the order and in these General Commercial Terms.
6. Each Contract shall include basic identification information of the contracting parties, in line with the entry in the Commercial Register or the Trade Register, eventually in line with the entry in another statutorily prescribed register, whereas the contracting parties are obliged to certify to one another the authorisation to carry

out business activities in the given subject of entrepreneurship, namely by means of an up-to-dated extract from the Commercial Register or an extract from the Trade Register, eventually an extract from another statutorily prescribed register, which shall be no older than three months. At the same time each contracting party shall notify without undue delay the other contracting party of all changes that shall occur on its part which are subject to registration in the above registers, otherwise it shall be held liable for all damages resulting from failing to do so or shall be responsible for bearing the costs that the other party had incurred in this regard. At the same time each contracting party shall be obliged to notify the other contracting party of its identification number for value added tax (hereinafter referred to as "VAT ID"), if assigned.

### II. Subject-matter of the Contract

1. The subject-matter of the Contract is the obligation of the Seller to deliver goods to the Buyer and to transfer the ownership to the goods and the obligation of the Buyer to pay the purchase price to the Seller.
2. The Seller shall be obliged to deliver the goods in accordance with the specification as agreed in the Contract.
3. Unless agreed otherwise by the contracting parties, the Seller shall not be entitled to a partial performance of the subject-matter of the Contract.
4. The Seller declares that at the time of delivery of the goods the Seller is the owner to the goods, that it is entitled to dispose with the goods and that the goods are not encumbered by any third parties' rights.
5. Delivery of a smaller quantity of goods or of goods different than the goods stipulated in the Contract shall be deemed as substantial breach of the Contract.

### III. Purchase Price and Terms of Invoicing and Payment

1. The purchase price shall be agreed in the Contract. Unless agreed otherwise in the Contract in writing, the purchase price shall be a fixed price and shall include all expenses of the Seller in relation to the performance of the Contract by the Seller, including the expenses

for material, production, workforce, expenses for packaging of the goods and their transportation to the place of delivery, as well as other expenses related to the delivery of the goods (hereinafter referred to as the “purchase price”). Unless agreed otherwise in the Contract or prescribed by a special regulation, the VAT, the applicable exercise tax and with regard to imported goods the respective customs fee and other payments prescribed by the respective legislation shall be a part of the purchase price.

2. The Seller shall have the right to receive the purchase price only once the subject-matter of the Contract has been duly fulfilled.
3. The Buyer shall be obliged to pay the purchase price solely on the basis of an invoice issued by the Seller in a written form and delivered to the registered seat of the Buyer; the documents certifying the fulfilment of the subject-matter of the Contract, signed by both contracting parties, shall be attached to the invoice.
4. The payment term of the invoices shall be 60 days from the date of their delivery to the other contracting party. If the due date of the invoice falls on the day of rest, bank holiday or public holiday in the Slovak Republic, the next working day shall be accepted by the other contracting party as the day to meet the financial obligation, upon equal price and payment terms.
5. Invoices shall be issued in the Euro currency. Settlement of claims of both contracting parties shall be carried out in the Euro currency.
6. The obligation to pay shall be deemed fulfilled on the day of debiting the due amount from the account of the debtor to the credit of the creditor's account.
7. The invoice shall contain all essentials pursuant to the applicable legal regulations, as well as the:
  - information that it is an invoice;
  - invoice serial number;
  - first and last name or business name of the Seller, address of its registered office, its place of business or its commercial establishment, place of residence or the address of a place where the Seller usually stays;
  - name of the Buyer, address of its registered seat, its place of business, its commercial establishment;
  - company registration number, tax identification number and identification

- number for tax (VAT ID ) of both contracting parties;
- place of registration of the Seller and the number of the document pursuant to which the registration was performed;
- number of the order of the Buyer and/or the number of the Contract, together with the specification of their reference designation and the date of execution of the order and the date of conclusion of the Contract;
- invoice issue date;
- date when goods were delivered or date when the payment was received (in case the payment was received before the goods' delivery), if this date can be determined and if it differs from the invoice issue date;
- in the event of a tripartite trade, this fact shall be specified by a reference in the invoice;
- amount and type of goods delivered;
- invoice due date;
- variable symbol;
- constant symbol;
- bank details of the Seller in the form of IBAN and BIC (respectively in another form in case IBAN is not used in the payment recipient's location);
- payment method: payment order;
- VAT rate or information on VAT exemption; in case of a VAT exemption a reference to the provision of the respective act or the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax as amended or word information „delivery is exempted of tax“;
- total amount of VAT in Euro, which shall be paid;
- tax base for each tax rate, unit price excluding VAT and discounts and rebates, if not already included in the unit price;
- deduction of paid advance payments;
- amount to be paid;
- name, signature and telephone number of the person in charge on the side of the invoice issuer;
- seal of invoice issuer
- word information „invoice copy by the customer“, if the customer who is the recipient of goods makes the invoice

- pursuant to applicable legal regulations;
- word information “transfer of tax obligation”, if the entity obliged to pay the VAT is Buyer;
  - information regarding the delivered new delivered transportation vehicle pursuant to applicable legal regulations;
  - word information “regulation of surcharge taxing - used goods”, “regulation of surcharge taxing - works of art”, or “regulation of surcharge taxing – antiquarian articles and antiquities”, namely depending on goods, at which a special regulation pursuant to applicable legal regulations will be applied.

If the Seller is registered as a VAT payer in the Slovak Republic and Seller is performing construction works including supply of buildings or parts thereof classified to section F according to the statistical classification of products by works (hereinafter referred to as "CPA") and/or Seller supplies goods with installation or assembly, if the installation or assembly belongs to section F of the CPA, domestic regime of reverse charge applies. In such case, the Seller is obliged to state on the invoice the information "construction works Section F according to the CPA." The Seller is obliged to issue separate invoice for works for which in accordance with applicable laws the Seller pays VAT and separately for works in respect of which the person obliged to pay VAT is Buyer. The Seller is responsible for a correct categorization of the works provided to the respective section F according to CPA.

If the Seller is registered as a VAT payer in the Slovak Republic and if the subject-matter of the delivery is:

- the goods pursuant to Chapter 72 of the Common Customs Tariff and items 7301, 7308 and 7314 of the Common Customs Tariff,
  - delivery of mobile telephones, and/or
  - delivery of integrated circuits, such as microprocessors and central processing units, in the state before inbuilt into products for the end consumer,
- the Seller is obliged to specify in an invoice, with respect to the individual goods delivered, a code number of the combined nomenclature

pursuant to the rules of classification of the goods into items in the Common Customs Tariff valid at the time of delivery of such goods.

If the invoice fails to meet the above essentials, the Buyer shall be entitled to return the invoice without its settlement. As a result of a justified return of the invoice, the due period ceases to run and it shall start to run again as of the day of delivery of a new (corrected) invoice.

8. The bank details of the Seller as specified on the invoice shall be identical with the bank details agreed in the Contract. Otherwise the Buyer shall be entitled to pay the invoiced amount using the bank details as specified on the invoice. In the event of incorrect bank details or in case diverging bank details are specified in the Contract and the invoice on the part of the Seller, the Buyer shall not be liable for the potential damage that may be incurred by the Seller as a result of incorrectly addressed payment; in case that for such a reason damage was incurred by the Buyer, the Buyer is entitled to seek damages compensation from the Seller causing the damage.
9. To each invoice a takeover protocol confirming the takeover of goods by the Buyer or the respective transportation documents shall be attached, and in case of goods imports from third countries (i.e. from countries not being member states of the European Union) also the customs declaration for the release of goods shall be attached. The prerequisite for paying the final invoice is the delivery of technical documentation, specification and test certificates on performed tests and materials used, and other documents, if requested, and the list of all previous invoices related to the subject-matter of the Contract according to the subject of the final invoice.
10. Bank charges of the Buyer shall be borne by the Buyer and the bank charges of the Seller shall be borne by the Seller. In case a contractual obligation relating to the payment is breached, all bank charges shall be borne by the contracting party causing the breach.
11. The contracting parties agree that neither of the contracting parties is entitled to transfer its rights pursuant to the Contract without obtaining a prior written consent from the other contracting party, otherwise such a transfer of rights shall be deemed invalid.

#### IV. Tax Essentials

1. In settlement of their tax obligations the contracting parties shall proceed in accordance with the valid and effective legal regulations of the country of which they are residents and in accordance with the applicable international legal norms. The option to assume tax liability on behalf of the other contracting party is excluded.
2. Should the Seller not be a resident of the Slovak Republic, the Seller is obliged to submit to the Buyer an officially authenticated certificate from the tax (financial) authority of its tax domicile (residence), within 10 days from the date of conclusion of the Contract at the latest, unless the Seller had done so at the conclusion of the Contract. In case a payment pursuant to the Contract shall be made prior to the lapsing of a period of 10 days from the date of conclusion of the Contract, the certificate shall be submitted as to the date of conclusion of the Contract, at the latest on the date the first payment is made.
3. Should the Seller not be a resident of the Slovak Republic, the Seller shall submit an affidavit containing the following:
  - whether the Seller has or it does not have a permanent commercial establishment in the Slovak Republic pursuant to the legal regulations applicable in the Slovak Republic, or pursuant to the respective treaty on avoiding double taxation (hereinafter referred to as the "international treaty"),
  - whether the activities being the subject-matter of the Contract are carried out through such permanent commercial establishment or, in case software or licence delivery is the subject-matter of the contract, the Seller shall specify in an affidavit the real owner of the software/licences,
  - whether by virtue of the Contract the Seller can acquire a permanent commercial establishment in the Slovak Republic or a tax obligation for the employees or persons working for the Seller in the Slovak Republic can arise, pursuant to the legal regulations applicable in the Slovak Republic and the international treaty.The above affidavit shall be submitted by the Seller to the Buyer at the conclusion of the Contract at the latest. Should the Seller acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract, the Seller is obliged to notify the Buyer in writing of this fact without delay.
4. Should the Seller, not being a resident of the Slovak Republic, perform the subject-matter of the Contract through its branch located in the Slovak Republic, such Seller shall be obliged to submit to the Buyer at the conclusion of the Contract, or within 10 days from the conclusion of the Contract at the latest, an officially authenticated copy of the extract from the Commercial Register in respect to such branch, not older than three months.
5. Should the Seller, being a resident of a member state of the European Union or being a resident of a member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Seller shall submit a declaration to the Buyer at the conclusion of the Contract or within 10 days from the conclusion of the Contract at the latest certifying that the Seller is subject to taxation in such member state of the European Union or such member state of the European Economic Area from the income from the source on the territory, as well as outside the territory of this member state of the European Union or the member state of the European Economic Area, whereas the Seller shall not be considered a tax payer with unlimited tax liability in the Slovak Republic. The Seller shall also submit to the Buyer a certificate/officially authenticated decision issued by the respective tax administrator in the Slovak Republic on paying prepayments of income tax of legal entities.
6. Should the Seller, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, such Seller shall submit to the Buyer officially authenticated copies of the income tax payer registration certificate in the territory of the Slovak Republic and (final/effective) decision of the respective tax administrator that the Seller has been paying tax prepayments pursuant to the Act No. 595/2003 Coll., the Income Tax Act, as amended (hereinafter referred to as the "Income Tax Act") applicable and effective in the Slovak Republic, within 10 days from the date of conclusion of the Contract at the latest, unless the Seller had done so at the

conclusion of the Contract. Provided that the documents referred to above have been timely submitted by the Seller, the Buyer shall not withhold the respective amount necessary to meet the respective tax liability, alternatively the Seller shall proceed in accordance with the decision of the respective tax administrator.

7. Should the Seller, not being a resident of a member state of the European Union or not being a resident of the member state of the European Economic Area, have a branch or a permanent commercial establishment in the Slovak Republic, fail to submit the decision of the respective tax administrator concerning the payment of income tax prepayments pursuant to Article IV (6) of these General Commercial Terms, the Buyer shall withhold from the payments the respective amount for securing the tax, in accordance with the Income Tax Act applicable and effective in the Slovak Republic, respectively in accordance with the international treaty that takes precedence over the above act, as to the payment date.
8. In case the Seller is neither a resident of a member state of the European Union or nor being a resident of a member state of the European Economic Area, the Buyer is entitled to deduct from payments a respective amount to provide for the tax in accordance with Income Tax Act valid and effective in the Slovak Republic, or in accordance with an international treaty, which takes precedence over this Act.
9. Should the Seller acquire a permanent commercial establishment in the Slovak Republic after the conclusion of the Contract and should the Seller fail to inform the Buyer about this fact, the Seller declares and commits to compensate the Buyer for the tax security, penalties and interest payments, which may be incurred by the Buyer as a consequence of a breach of the Buyer's notification duty pursuant to the applicable legal regulations in the Slovak Republic and as a consequence of not withholding tax prepayment for securing tax, where such failure to withhold originated as a result of a breach of obligation to inform or of another obligation of the Seller to the Buyer, the Buyer may ask for the above compensation not earlier than on the day of delivery of a payment order or a decision issued by the respective tax administrator addressed to the Buyer.
10. Should the Seller be a registered VAT payer in the Slovak Republic, the Seller shall also

submit to the Buyer an officially authenticated copy of the certificate of the VAT payer registration. Should the Seller be a registered VAT payer in another member state of the European Union and should such Seller perform the subject-matter of this Contract as a VAT payer registered in another member state of the European Union (the Seller was assigned a VAT ID by a respective member state of the European Union), the Seller shall also submit to the Buyer a officially authenticated copy of the certificate of the VAT payer registration in the state which registered the Seller as a VAT tax payer (which assigned the VAT ID to the Seller, under which the Seller performs the subject-matter of the Contract).

11. In case the Seller performs the subject-matter of the Contract through its branch or permanent commercial establishment located in the Slovak Republic, while such a branch or permanent commercial establishment is a VAT payer in the Slovak Republic, the Seller shall submit to the Buyer also an officially authenticated copy of the certificate of the VAT payer registration with a current date of authentication and upon a request of the Buyer to submit also the necessary affidavits for the correct application of a levy/the application of a right for VAT deduction.
12. Should the tax administrator return, for any reason whatsoever, to the Seller the withheld and paid tax prepayment for securing or the withholding of the tax through the tax payer, i.e. through the Buyer, this sum shall be transferred to the Seller's account in the amount and currency determined in the decision of the respective tax administrator, however, in the maximum amount of the tax deducted in the foreign currency.
13. The contracting parties undertake to accept any legislative changes in the legislation of the Slovak Republic, including the changes in the tax legislation which shall affect the Contract, and to uphold their application during the period of their effectiveness. The Seller shall consult with the Buyer any change in relation to its tax liabilities against the Slovak Republic without delay, and to submit to the Buyer, upon request, all underlying documents necessary for the due settlement of its tax liabilities. Should the Seller make false statements to the Buyer or should the Seller otherwise mislead the Buyer, the Seller commits to compensate the Buyer for the tax withholding, tax security,

VAT, penalties and interest payments, which shall be incurred by the Buyer as a consequence of the above actions of the Seller. The Buyer shall not be entitled to request the above compensation earlier than on the date of delivery of the payment order or the decision issued by the respective tax administrator addressed to the Buyer.

14. The Seller is liable to the Buyer for damage suffered by the Sellers improper use of the reverse charge to the Buyer instead of applying the tax on output and vice versa. For such damage will be considered, inter alia, fines, interest and additional tax levied by the competent tax authorities.
15. If the Seller is registered as a VAT payer in the Slovak Republic and decides for special tax arrangements on receipt of payment for the goods or services (hereinafter referred to as "special arrangement"), Seller is obliged to inform the Buyer about his decision in writing by the end of the calendar month in which he applied special arrangements. Likewise, if the Seller ends the application of the special arrangements, the Seller is obliged to notify Buyer within 5 days from the end of the tax period in which the Seller stops applying the special arrangement.
16. In the event that the Seller is a value added tax payer in the Slovak Republic, and in the event of foreign entity which has a permanent commercial establishment registered for the value added tax and invoice for the subject-matter of the Contract is issued under the VAT ID assigned to the permanent commercial establishment in the Slovak Republic, the Seller hereby declares that:
  - (i) as of the date of conclusion of this Contract no reasons exist based on which the Buyer should or could be a guarantor of tax obligation of the Seller originating from the VAT, which the Seller charged the Buyer or will charge Buyer on the purchase price pursuant to this Contract in accordance with Section 69 (14) in connection with Section 69b of the Act No. 222/2004 Coll. on the value added tax, as amended (hereinafter referred to as the "VAT Act").
  - (ii) in the event that the VAT Act provides so, the Seller will make due tax return on VAT and in the event an obligation to pay the VAT arises, the Seller shall pay the tax on the agreed maturity date to the respective tax administrator;

(iii) in the event that the VAT Act imposes on the Seller an obligation to pay the VAT, the Seller does not have any intent not to pay the VAT related to the subject-matter of this Contract, or any intent to reduce this VAT, or potentially to elicit a tax exemption and it does not have any intent to get itself into a position in which the Seller would not be able to pay this VAT.

17. The Buyer is entitled, in the event that the Seller does not confirm in writing to the Buyer at the moment the tax obligation originates, that no obligation originates to the Buyer to guarantee for the VAT pursuant to Section 69 (14) of the VAT Act, as well as in the event that the Seller is published on the list of VAT payers with respect to whom reasons for cancellation of VAT registration originated, kept by the Financial Directorate of the Slovak Republic pursuant to the above provision, to delay the settlement of the sum amounting to the VAT from each respective invoice issued by the Seller, whereby the Seller explicitly agrees with this fact.

## V. Place and Time of Performance

1. The Seller shall deliver the goods to the Buyer in the place of performance as agreed in the Contract. If the place of performance is not specifically agreed in the Contract, the Seller shall deliver the goods in the Buyer's registered office.
2. The Seller shall deliver the goods on the agreed date of performance.
3. The Buyer shall not be obliged to take over the goods prior to the agreed date of performance.
4. Failure to meet the date of performance shall be deemed a material (substantial) breach of the Contract. In the event that the Seller is in delay with the delivery of the goods, the Buyer shall have the right to withdraw from the Contract.

## VI. Transfer of Ownership and of the Risk of Damage

1. The ownership and the risk of damage in relation to the goods shall be transferred onto the Buyer as of the moment of takeover of the goods by the Buyer.

## **VII. Takeover of Goods and Testing of the Goods**

1. The contracting parties shall execute a written takeover protocol (hereinafter referred to as the "takeover protocol") concerning the takeover of the goods by the Buyer. The takeover protocol, signed by the representatives of both contracting parties, shall serve as proof of fulfilment of the subject-matter of the Contract.
2. The Seller shall, not later than at the moment of takeover of the goods by the Buyer, hand over to the Buyer the documents necessary for takeover and use of the goods, the technical documentation as well as other documents specified in the Contract.
3. If prescribed by legal regulations or agreed in the Contract, the Seller shall be obliged, not later than at the moment of takeover of the goods by the Buyer, to submit to the Buyer the certificate on conformity of the technical properties of the product with the respective technical regulations, or to submit another document certifying the compliance of the goods' properties with the requirements of the generally binding or technical regulations (technical documentation, safety data cards, etc.). A component part of the technical documentation relating to the goods is the instructions manual for safe use and maintenance and the conditions for performing checks and inspections of the goods. If the goods represent a working tool, the technical documentation shall include the requirements for securing occupational safety and health.
4. Prior to the delivery of the goods to the Buyer the Seller shall ensure that the goods undergo testing or technical inspection (hereinafter referred to as the "tests") in order to identify whether the goods comply with the quality and design requirements and whether they comply with the conditions of the Contract. The Seller shall submit the results of the tests to the Buyer not later than at the moment of takeover of the goods by the Buyer.
5. If the contracting parties agree that the Buyer has the right to be present at the tests of the goods, the Seller shall notify the Buyer of the place and date of tests of the goods, not later than 14 days prior to the scheduled date of tests.
6. If the Buyer or the person nominated by the Buyer does not arrive to the tests at the set

time, the Seller may perform the tests even in the absence of the Buyer, the Seller is, however, obliged to inform the Buyer of the tests result without undue delay.

7. The expenses related to the tests of the goods shall be borne by the Seller.
8. The expenses related to participation of the Buyer or the person nominated by the Buyer at the tests shall be borne by the Buyer. If the tests are not performed at the set time due to the fault of the Seller, or if the tests result proves that the goods do not comply with quality requirements or do not fulfil the conditions specified in the Contract, the Seller shall reimburse the Buyer for all costs that the Buyer incurred in this relation.
9. The performance of the tests in the absence of the Buyer does not discharge the Seller from the liability for defects identified after the delivery of the goods.

## **VIII. Liability for Defects of Goods and Warranty**

1. The Seller shall deliver the goods in the amount, quality and design specified in the Contract. Otherwise the goods are considered to have defects and the Seller shall be liable for such defects of the goods pursuant to these General Commercial Terms and pursuant to Section 422 and the following of the Commercial Code.
2. The Seller shall warrant that during the warranty period the delivered goods are fit for use for the agreed or usual purpose and that the goods will preserve the agreed or usual features and technical parameters.
3. The Seller warrants that the delivered goods do not have any legal defects and that no claims will be made by third parties due to a breach or impairment of copy rights, trade marks or other similar rights. The Seller shall be liable for legal defects of the goods pursuant to Section 433 and the following of the Commercial Code.
4. Unless agreed otherwise in the Contract, the warranty period shall last 24 months and shall run from the date of taking over of the goods by the Buyer.
5. In case the delivered goods have defects, the Buyer shall have the right to:
  - a) demand the elimination of the defects by delivery of substitute goods to replace the defective goods, delivery of missing goods and rectification of the legal defects, or

- b) demand the elimination of defects in the goods by their repair, if feasible, or
- c) demand the appropriate reduction of the purchase price, or
- d) withdraw from the Contract.

The choice of claims above belongs to the Buyer.

- 6. If defects occur on the goods during the warranty period, the Buyer is entitled to claim these defects. If the Buyer in its claim demands the elimination of defects, the Seller shall eliminate such defects whereas all expenses incurred in connection with the elimination of defects shall be borne by the Seller. The Buyer shall make all efforts to eliminate the claimed defects as soon as possible after the delivery of the claim. Unless the Buyer and the Seller agreed otherwise in writing, the Seller shall eliminate the claimed defects within three days at the latest from the date of delivery of the claim. If the Seller does not eliminate the defects in the above time period and, in urgent cases, also if it is impossible to wait for the elimination of defects directly by the Seller, the Buyer shall be entitled to eliminate such defects on its own or to appoint a third party with the elimination, whereas the Buyer is entitled to be compensated by the Seller for the expenses connected with the above. The elimination of defects by the Buyer on its own or through a third party in this case shall not cause the warranty to expire.
- 7. The claims made in respect of defects of the goods shall not affect the rights to claim damages or contractual penalty.

#### **IX. Risks Resulting from the Goods and Environmental Protection**

- 1. If a component part of the goods are substances having one or a number of hazardous properties, the Seller shall specify in the respective documentation the risks resulting from their use, identify the hazards and determine the measures for safe handling, warehousing and transportation of such substances, in particular from the point of view of health protection.
- 2. The Seller shall provide the Buyer with the respective information on threats resulting from the use of the goods in the respective operating and user conditions, including the information on the method of protection against such threats, and shall implement measures

pursuant to special regulations to ensure safety, health protection, as well as fire protection.

- 3. If the subject-matter of the Contract is the delivery of goods containing chemical substances or agents, the Seller shall provide the safety data card pursuant to Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, as amended.
- 4. The Seller is entitled to deliver solely the chemical substances or agents which are registered pursuant to the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, as amended.
- 5. The Seller is obliged to pack and mark all hazardous substances and mixtures pursuant to Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, as amended.
- 6. The Seller shall ensure that the transport and packaging of the goods is in line with the requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), as amended.
- 7. In accordance with Act on Waste No 79/2015 Coll., the Seller is obliged to ensure that packaging in which the goods are supplied comply with the essential requirements for their composition and properties, and enable their reuse or recovery, including energy recovery, recycling and organic recycling and meet the requirements set by harmonized standards.
- 8. The Seller is obliged to mark the packaging with information on material composition pursuant to Commission Decision No. 97/129/EC of 28 January 1997 establishing the identification system for packaging materials pursuant to European Parliament and Council Directive No. 94/62/EC on packaging and packaging waste. Marking of the packaging shall be visible and easily readable, reasonably permanent, even after the package is opened.



### **X. Audit**

1. In case the Seller declares that it has implemented the quality, environmental and safety management systems (certified or not certified), the Seller shall, upon the Buyer's request, enable the appointed employees of the Buyer to perform an audit of its operations aimed at verifying the observance of such system.
2. For the purpose of verification of the economic performance during the term of the Contract the Seller shall, upon the Buyer's request, submit the accounts (financial statements, statement of assets and liabilities, statement of income and expenditure) to the Buyer at any time. The Buyer undertakes to treat the accounting documents as confidential information and undertakes not to disclose these documents to third parties without the express consent of the Seller.
3. In the event of identifying deficiencies on the side of the Seller in the area of quality, environment and safety at work, the Buyer is entitled to provide the Seller with a reasonable time period for the removal of such identified deficiencies with the possibility of inspection in the form of a subsequent audit.
4. It is considered a material breach of the Contract if the Seller fails, even in the additional reasonable time period, to adopt appropriate measures leading to the improvement of quality and the removal of deficiencies.

### **XI. Contractual Sanctions**

1. If the Seller is in delay with the delivery of the goods pursuant to the Contract (the Seller fails to duly deliver the goods within the agreed date of performance), the Buyer is entitled to apply against the Seller a contractual penalty in the amount of 0.2% of the purchase price for the goods for each commenced day of the delay. The above shall also apply in case of failed or delayed delivery of the documents that are necessary for the takeover or for the use of the goods, or other documents that the Seller is obliged to submit to the Buyer pursuant to the Contract.
2. The payment of the contractual penalty does not relieve the Seller of the obligation to deliver the goods or the documents in accordance with the Contract.

3. Application of the contractual penalty shall not affect the right to claim damages caused by the breach of the contractual obligations.
4. Should the debtor be in delay with the fulfilment of its monetary obligation, the creditor shall have the right to charge the debtor the late charges in the amount of 0.02% of the outstanding amount for each day of the delay.

### **XII. Circumstances Excluding Liability**

1. As a circumstance excluding liability shall be deemed any obstacle arising independently of the will of the obligor and preventing the obligor from fulfilling its obligations, unless it can be reasonably assumed that the obligor could avert or overcome such an obstacle or its impacts, and also that the obligor could foresee the occurrence of the obstacle at the time when its contractual obligation arose.
2. An obstacle arising only when the obligor was already in delay with the performance of its obligation or an obstacle resulting from the obligor's financial situation shall not be deemed a circumstance excluding liability.
3. Neither of the contracting parties shall be liable for failure to perform its obligations arising out of the Contract in case that it proves that:
  - the failure to perform occurred due to extraordinary, unforeseeable and non-avertable events,
  - the obstacles and their consequences could not have been foreseen at the time of concluding the Contract,
  - the obstacles and their consequences could not have been prevented, avoided or overcome.
4. Unforeseeable and unpreventable obstacles are not deemed those caused by not granting the obligor with the official authorizations, licenses or similar permissions.
5. The contracting party acting in breach of its obligation or that, considering all the circumstances, should be aware that it may breach its obligation under the contractual relationship, is obliged to notify the other contracting party of the nature and consequences of the obstacle that prevents or will prevent it from performing its obligation and of its consequences. The notification shall be made without undue delay after the obligor learnt of the obstacle or in due care may have learnt of it. The failure to notify obliges the

obligor to pay for the damage that could have been averted by means of early notification.

6. The effects of circumstances excluding liability shall be limited only to the time until the obstacle with which the effects are linked persists.
7. Circumstances excluding liability relieve the obligor from the obligation to cover the damages, the contractual penalty and other contractually agreed sanctions.
8. The term of performance shall be extended by the duration of the circumstances excluding liability in a way that is acceptable for the obligee. During such period the right of the obligee to withdraw from the contract, if such right exists, may not be exercised.
9. If the circumstances excluding liability last for a period exceeding six months either of the parties may unilaterally withdraw from the Contract.

### **XIII. Final Provisions**

1. All agreements between the contacting parties up to date, both verbal and written, relating to the subject-matter of the Contract, and further provisions of such agreements shall be fully substituted by the Contract representing a complete agreement of the contracting parties on their rights and obligations pursuant to the Contract.
2. Should any of the provisions of the Contract become invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the Contract shall not be in any way affected or impaired.
3. The Contract, as well as the rights and obligations arising therefrom, including the assessment of its validity as well as the consequences of its potential invalidity, shall be governed and interpreted on the basis and in accordance with the laws of the Slovak Republic. The contracting parties herewith exclude the application of any and all collision norms pursuant to the respective legislation and bilateral and/or multilateral international agreements and/or treaties which are a part of the legislation of the Slovak Republic.
4. The contracting parties also explicitly agree that for the purpose of regulation of their respective rights and obligations pursuant to the Contract the application of the United Nations Convention on Contracts for the

International Sale of Goods (CISG) shall be excluded.

5. Rights and obligations not specifically regulated in the Contract or the General Commercial Terms shall be regulated by the respective provisions of the Commercial Code and other generally binding legal acts of the Slovak Republic.
6. The contracting parties agree that all disputes resulting from the Contract or in relation thereto shall be settled by means of a joint agreement. In case such agreement could not be reached the disputes shall be finally resolved by the respective court in the Slovak Republic which is materially and locally competent pursuant to the procedural law applicable in the Slovak Republic.
7. In case the Seller has its registered office abroad and the contracting parties did not agree in the Contract on a different language of communication, the language of communication for the purposes of the performance of the Contract shall be the English language.
8. The Seller confirms by its signature that it received the General Commercial Terms, became acquainted therewith, understood the contents thereof, accepts the conditions set out therein, and shall observe these General Commercial Terms.

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The Seller