

General Terms and Conditions of Purchase for suppliers of company SLOVMAG, a.s. Lubeník, registered address 049 18 Lubeník 236, , company ID: 31 686 184, , entered in the Commercial Register of District Court Banská Bystrica, Section: Sa, file No. 402/S (hereinafter referred to as „Slovmag“ or „Buyer“ in the appropriate grammatical form)

I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as „GTC“) govern the legal relations between the company SLOVMAG, a.s. Lubeník registered address 049 18 Lubeník 236, , company ID: 31 686 184, , entered in the Commercial Register of District Court Banská Bystrica, Section: Sa, file No. 402/S (hereinafter referred to as „Slovmag“ or „Buyer“) and any legal entity or natural person – entrepreneur , according to these GTC sells goods or provides services (hereinafter referred to as a „Seller“) to the Buyer. (Goods and services hereinafter referred to as „goods“).
2. Legal relations between the Seller and the Buyer are governed by these GTC, the purchase contract concluded between the Buyer and the Seller and, unless otherwise provided by these documents, are governed by generally binding legal regulations of the Slovak Republic, but especially Act no. 513/1991 Coll. Commercial Code as amended. The application of the provisions of the Vienna Convention, adopted on 11. April 1980, is precluded.
3. The contracting parties, i.e. the Seller and the Buyer may agree in the contract, which concluded the rights and obligations differently from how it is regulated in these GTC. In case of discrepancies between the agreements concluded in this way, the regulation of the contract concluded later shall always apply. The Buyer reserves the right to make changes to these GTC, and is obliged to notify the Seller of their change in writing no later than fifteen (15) days before the changes take effect.
4. These GTC are published on the website <http://www.slovmag.sk> .

II. Basic provisions

1. According to these GTC, the Buyer is the company SLOVMAG, a.s. Lubeník registered address 049 18 Lubeník 236, , company ID: 31 686 184, , entered in the Commercial Register of District Court Banská Bystrica, Section: Sa, file No. 402/S, Web: www.slovmag.sk.
2. The Seller according to these GTC is any legal entity or natural person - entrepreneur who sells any products or services to the Buyer or has entered into a written purchase contract with him.
3. Purchase contract is a written document, the participants of which are the Seller and the Buyer and which by its content meets the essential requirements of the purchase contract in accordance with valid legal regulations and in particular, but not exclusively contain the designation of its participants, designation of the subject of purchase or designation and description of the service, delivery date , purchase price, and / or the Buyer's order confirmed by the Seller, by which the Seller undertakes to deliver to the Buyer the goods specified individually or in quantity and type and transfer to him the ownership of the goods and the Buyer undertakes to pay the purchase price. The subject of the purchase contract is only the goods explicitly stated and specified in the purchase contract and / or in the order.
4. Goods under these GTC are products that the Buyer wants to buy and the Seller wants to sell them and transfer ownership to the Buyer.
5. Each Buyer's order must be confirmed by the Seller no later than five (5) working days of its receipt. Any reservations, comments, additions, restrictions or any other changes stated in the acceptance of the order are always considered as a new offer and require acceptance by the Buyer. Acceptance of the order with addition or deviation in advance, the Buyer

excludes. Timely acceptance of the proposal shall take effect when the consent to the content of the proposal is delivered to the other party.

6. In exceptional cases, a proposal for the conclusion of a contract / order as well as its confirmation may be made in an appropriate manner by electronic means.
7. The Seller is fully responsible and liable for the fact that each goods supplied by him are not encumbered by any rights in favor of third parties, which would in any way restrict or prevent the acquisition of ownership by the Buyer and its use.

III. Terms of delivery

1. The Seller is obliged to deliver the goods to the Buyer in the place agreed by the parties in the purchase contract or order, otherwise at the Buyer's registered office in a proper and timely manner, within the period agreed by the parties in the purchase contract and / or order and the Buyer is obliged to take over the delivered goods properly. All delivery conditions are governed by the rules of the International Chamber of Commerce INCOTERMS® 2020.
2. The Seller is obliged to properly and timely but no later than ten (10) working days in advance to inform the Buyer about the delivery date, unless otherwise agreed by the parties.
3. If the method of packaging the goods is not specified by the Buyer, the Seller is obliged to pack and transport the goods in such a way that it will not be damaged in any way and at the same that it can be safely transported and handled in such a way appropriated to the nature of the goods.
4. Unless otherwise agreed by the contracting parties, the Seller is obliged to enclose with each delivery of goods a delivery note containing in particular the designation of the Buyer's order or purchase contract, date of dispatch of the goods, designation and quantity of items, designation and type of packaging, method of transport and confirmation of the carrier about performing a quantitative control when taking over the goods for transport, this control must be provided by the Seller. The above markings must also appear on the packaging of the goods, at least to the extent of: the Seller's designation, the designation and quantity of items of goods in the packaging, the designation of the Buyer's order or purchase contract.
5. The Buyer has the right to withdraw from this contract in the case of a change in operating or business conditions on the part of the Buyer after the conclusion of the contract. However, any withdrawal from the contract under this point does not release the Buyer from the obligation to reimburse the costs actually incurred by the Seller in connection with the performance of the contract on the date of withdrawal..

IV. Price of goods and payment terms

1. The price of the goods is negotiated by agreement of the contracting parties according to the agreed delivery conditions.
2. The agreed purchase price is final and can only be changed by mutual written agreement of the parties.
3. The Seller will have the right and at the same time the obligation to issue an invoice by properly fulfilling the delivery of goods. The Seller is obliged to ensure the issuance and delivery of this invoice no later than 15 days from the creation of this right and this obligation. The invoice must contain all the requisites required by the applicable legislation and the information in it must materially correspond to the scope and content of the invoiced goods.
4. In the case of a mutually agreed payment in advance, the Seller will be obliged to issue an invoice even after receipt of this payment, within 10 days after receipt of such payment to

his bank account. However, this invoice is not final and the Seller also proceeds in accordance with point 3 after the delivery of the goods has been completed.

5. In the case of special consent of the Buyer, it is possible to send the invoice by electronic means to the e-mail: fakturacie@slovmag.sk.
6. An invoice issued pursuant to point 3 shall be due within sixty (60) days from the date of delivery of this invoice to the Seller, unless the due date is agreed otherwise. If the invoice is returned to the Buyer by the Seller due to the fact that it does not contain the requisites required by legislation, respectively due to the fact that the data do not correspond to the scope and content of the invoiced goods, such an invoice shall not be considered as an invoice issued within the meaning of point 3.
7. In the case of recognition of liability for defects by the Seller (Article V. GTC), the Seller is obliged to issue a credit note immediately in accordance with applicable law. If the supply of goods by the seller violated the contract substantially, the Buyer is entitled to return the invoice for such performance.
8. The Seller has the right to assign any claims against the Buyer, which arose from the legal relationship established by the purchase contract, to third parties only with the prior written consent of the Buyer.
9. The Seller undertakes to make the statements according to the following sentences truthfully. The Seller declares that for him and, if the Seller is a natural person - entrepreneur, also for the person in which the Seller is a statutory body, a member of the statutory body or a partner and, if the Seller is a legal entity, for a person who is a statutory body, a member of the Seller's statutory body or partner, or a person in whom his statutory body or a member of the statutory body or partner is a statutory body, a member of the statutory body or a partner, occurred none of the reasons for cancellation of registration for value added tax under the VAT Act which are that he does not carry out or ceased to carry on business in accordance with § 3 of the VAT Act, repeatedly fails to fulfill the obligation to file a value added tax return in a calendar year, repeatedly fails to pay his own VAT liability for a calendar year, repeatedly is not reachable at the address of the registered office, place of business or at the address of its establishment or repeatedly violates obligations during tax control in accordance with the VAT Act. At the same, the Seller declares that in the event that the statement mentioned in the previous sentence of this point becomes false, incorrect or incomplete (i.e. if any of the persons listed there occurs any of the reasons for cancellation of VAT registration), the Seller undertakes to inform the Buyer of such a fact without undue delay after learning of it.
10. The contracting parties state that the Seller has asked the Buyer to rely on the conclusion of this contract that his statements contained in point 8 are true, complete and correct. The Buyer undertakes to carry out the procedure according to the previous sentence, which was requested by the Seller.
11. The Seller undertakes to compensate the Buyer for costs and damages incurred as a result of relying on the truthfulness, completeness and accuracy of the Seller's statements contained in point 8. (a promise of compensation), especially if due to untruthfulness, incompleteness or incorrectness in this statement, the Buyer will be liable for the tax according to Art. § 69b of the VAT Act as a person liable to pay tax to the tax administrator in accordance with Art. § 69 par. 14 letter b) of the VAT Act.

V. Quality and liability for defects

1. The goods must be delivered by the Seller in the required type, quantity and quality specified by these GTC and the purchase contract.
2. The delivered goods have defects if the goods do not meet the conditions set out by law, in case of breach of obligations by the Seller, agreed in the purchase contract and / or in case of breach of obligations by the Seller, set out in these GTC.

3. Any deviations from the technical and other specifications of the goods are considered non-conformity, and the Seller will be immediately informed of the complaint. By a complaint, the Buyer can apply any discrepancy that results in the replacement of the original goods of the Seller. Replacement of the original goods also means the following methods: Exchange of goods, sorting, repair, financial replacement, replacement delivery.
4. The Seller is obliged to send the Buyer information about the method of handling the complaint within 15 days from the receipt of the complaint, unless otherwise agreed by the contracting parties. The method of handling the complaint must show the Seller's effort to arrange a remedy as quickly and efficiently as possible.
5. The delivered quantity can be claimed within fifteen (15) days from the receipt of the goods by the Buyer. Defects, and the resulting claims as well as the warranty, the Buyer is obliged to claim from the Seller in writing, without undue delay after their discovery. The Seller is obliged without undue delay to deliver the goods to the Buyer without defects and / or missing goods, and / or to repair the goods. The period within which the claimed goods will be assessed may not exceed ten (10) days from the date of the complaint, in which the Seller is obliged to submit a written opinion on the legitimacy of the complaint to the Buyer. After the vain expiration of this period, the Buyer has the right to withdraw from the purchase contract and send the goods to the Seller, at his expense.
6. Together with the delivered goods, the Seller is obliged to deliver to the Buyer all documents related to these goods.
7. The Seller is responsible for ensuring that the goods and their components do not infringe the industrial and similar rights of third parties. The Seller is obliged to inform the Buyer in writing about the use of its own industrial rights to the goods, but neither its own nor licensed industrial rights may exclude or otherwise restrict further use or sale by the Buyer.
8. All relations related to liability for defects that are not regulated by these GTC are governed by the provisions of Act no. 513/1991 Coll. Commercial Code.

VI. Force majeure

1. The Contracting Parties shall not be liable for delay in fulfilling their obligations if such delay is caused by circumstances outside the sphere of influence of the Contracting Party in delay, in particular fire, storm, flood, earthquake, explosion, accident, war, terrorist act, sabotage, epidemic, quarantine restrictions, embargoes, natural disasters, fire, severe frosts, occurrence of infectious diseases, state of war, civil unrest, mobilization, blockade, general strike, resp. official or state measures that the participants cannot eliminate or influence, and so on. The party invoking these circumstances is obliged to notify the other party in writing without undue delay of the occurrence of these circumstances and if these circumstances last more than three (3) months without interruption, the other party is entitled to withdraw from the purchase contract.

VII. Penalties

1. If the Buyer is in a delay with payment of the purchase price, the Seller has the right to demand from the Buyer to pay interest on arrears in the amount specified by applicable law.
2. If the Seller is in a delay with delivery of goods, the Buyer is entitled to demand from the Seller a contractual penalty in the amount of 0.05% for each day of delay from the total purchase price agreed in the purchase contract.
3. In case of delay of the Seller with the fulfillment of the subject of the contract by more than 30 days, the Buyer has the right to withdraw from the contract. In case of withdrawal from the contract for the reason stated in this point, the Buyer has the right to demand from the Seller a contractual penalty of 10% of the price of the goods.

4. Agreements on interest on late payment and contractual penalty do not affect any obligation to compensate the Buyer, which is a separate claim.
5. Even in the event of withdrawal from the contract, the arrangements regarding the contractual penalty remain in force.

VIII. Confidentiality of information

1. Information which the parties become aware of in the performance of their rights and obligations under the Seller's and Buyer's contractual relationship and / or which are marked or considered confidential and / or otherwise recognizable as confidential and / or will be commercial secret made available to the Buyer (hereinafter referred to as "confidential information"), each party will:
 - maintain confidentiality,
 - make confidential information available to third parties only with the prior written consent of the other party.
2. Confidential information shall not include:
 - information which is generally known,
 - information which was known to one of the parties before the contractual relationship was established or was provided to it by a third party as non-confidential information, provided that the third party did not breach its own duty of confidentiality;
 - information made available by legal obligation, court order or other competent authority.

IX. Applicable law and dispute resolution

1. The legal relations of the contracting parties arising from the purchase contract are governed by the valid legal regulations of the Slovak Republic.
2. The Seller and the Buyer have agreed that in order to resolve all disputes arising from or related to the legal relationship arising from the orders and / or the contract, including any ancillary legal relationships, unjust enrichment claims, damages claims, validity disputes, interpretation, termination of the contract, the appropriate court will be competent according to Act no. 160/2015 Coll. (Civil Dispute Code) as amended.
3. The Contracting Parties shall be obliged to settle any disputes, in particular by mutual agreement, and shall make every effort to do so.

X. Protection of personal data

1. The Seller undertakes to comply with the principles arising from REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter the "Regulation") and Act no. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts (hereinafter referred to as the "Act"). Pursuant to the said Act, the Seller undertakes that:
 - provides sufficient guarantees for the adoption of appropriate technical and organizational measures so that the processing of personal data meets the requirements of the Act and the Regulation for ensuring the protection of the rights of the data subject.
 - in the case of contact with personal data processed in the environment of the Buyer, it is the duty of the contractor to maintain confidentiality, even after the termination of the contract,
 - an undertaking by the Seller's statutory representative or a competent officer designated to instruct subcontractors and personal data protection obligations, sensitive and protected data of the Buyer and an obligation of confidentiality of the data with which they would come into contact during the work for the Buyer, as well as security measures and

requirements of the Buyer. The Seller shall ensure that the persons authorized to process personal data undertake to maintain the confidentiality of information or that they are bound by an appropriate obligation to maintain the confidentiality of information arising from the Act.

XI. Final provisions

1. Any written contract may be amended or supplemented only in the form of its amendments in writing.
2. The Seller declares that he is not in bankruptcy or restructuring proceedings within the meaning of the Bankruptcy and Restructuring Act, is not in liquidation, is not insolvent and that he notifies the Buyer of any change in address, payment and tax information without delay.
3. The Seller declares and assures the Buyer that he observes and does not breach the prohibition of illegal work and illegal employment in accordance with Act no. 82/2005 Coll. on illegal work and illegal employment and undertakes to comply with these conditions and will comply with them during the performance of the subject of the contract.
4. Any contractual document between the Seller and the Buyer and documents related to the legal relations established by them shall be delivered by the contracting parties in person against the signature of the other contracting party or by post or courier to the address for service or to the registered office of the contracting party, unless specified in the contract special address for delivery of documents. Documents are considered delivered even if the addressee does not receive the document delivered by post to the specified address in the post office, or the document is returned to the sender as undeliverable not due to the sender, where the day of delivery of the document is considered to be the day of return delivery of the document to the sender. In the case of documents delivered pursuant to Art. II., Point 6, the consignment is considered delivered if the addressee confirms its receipt without undue delay.
5. The General Terms and Conditions are an integral part of the contract.
6. If the rights and obligations of the contracting parties are agreed in the contract differently from the conditions defined in these GTC, these different contractual arrangements take precedence over the GTC. In the event of a conflict between these GTC and the contractual relationship, the contractual relationship is superior to this GTC.
7. These general terms and conditions are prepared in Slovak and English. In case of discrepancies between the language versions, the Slovak version shall prevail.

These general terms and conditions are valid and effective as of 01.10.2021.