

General Terms and Conditions for Delivery and Sale

I. Scope of application

- 1) These General Terms and Conditions for Delivery and Sale apply to all commercial transactions between our company as seller and the Buyer, even if they are not referred to in other contracts.
- 2) Any terms and conditions of the Buyer that are inconsistent with, conflict with, or are otherwise in addition to these General Terms and Conditions for Delivery and Sale shall not become part of any contract unless we expressly agree to them in writing. These General Terms and Conditions for Delivery and Sale shall also apply if we deliver the Contract Goods to the Buyer without any reservation, knowing that its terms and conditions conflict with or contradict these General Terms and Conditions for Delivery and Sale.
- 3) All provisions which supplement or conflict with these General Terms and Conditions for Delivery and Sale and which are agreed with the Buyer for the purpose of the performance of the contract must be included in this contract in writing. This also applies to the revocation of the requirement of the written form.
- 4) Any statutory rights, other than those set out in these General Terms and Conditions for Delivery and Sale, which we may be entitled to under law shall remain unaffected.

II. Conclusion of the contract and amendment of the contract

- 1) Our offers are non-binding, do not automatically create a commitment and are subject to change without notice.
- 2) Orders become binding only after they have been confirmed in writing by us. Confirmations of orders issued by automated systems and not bearing the signatures or names of the authors shall be deemed to be written confirmations. Failure to respond to offers, orders, requests or other representations by the Buyer shall not be deemed to be an acceptance on our part. If our order confirmation contains obvious errors, typos or miscalculations, this order confirmation shall not be binding on us.
- 3) Any changes or additions to the agreed provisions, including, but not limited to these General Terms and Conditions for Delivery and Sale, must be confirmed in writing in order to be valid.
- 4) Any written or oral advice given by us, or our employees is not binding.

III. Delivery time

- 1) All delivery times and all delivery dates must be agreed in writing.
- 2) The delivery period shall commence from the date of dispatch of our order confirmation, but not before the Buyer has submitted all necessary documents, permits and releases and until the agreed deposit has been paid.
- 3) The delivery period shall be deemed to have been met if the Goods have left the manufacturing plant or if we have informed the Buyer that they are ready for dispatch before the expiry of the delivery period. Delivery of the Goods is subject to the proper and timely delivery of the raw materials and Goods to us.
- 4) Delivery periods shall be extended by the period during which the Buyer defaults on its obligations to us, notwithstanding our rights in respect of the Buyer's default. The same shall apply to delivery periods.
- 5) Where the delivery of partial deliveries within a certain period of time has been agreed, an equal distribution of those partial deliveries shall be deemed to have been agreed.
- 6) If acceptance has not been notified or a release order has not been issued within 3 months of the expiry of the agreed delivery period or if a final period has not been agreed and acceptance has not been notified or a release order has not been issued by the end of one year at the latest, we shall be entitled to deliver the Goods and issue an invoice or to withdraw from the contract after the expiry of a reasonable extended period without result. This does not apply if we caused the delay. Our right to compensation for damages shall not be affected.
- 7) If doubts arise as to the solvency of the Buyer, in particular if the Buyer suspends its payments or if bankruptcy proceedings are filed against its assets, we reserve the right to require the provision of adequate guarantees before fulfilling our obligations or to withdraw from the contract. For first orders, we again reserve the right to require payment in advance or on delivery.

IV. Scope of delivery

- 1) Our written order confirmation is binding for the scope of delivery. Goods are subject to alterations unless such alterations are not essential and can be accepted by the Buyer.
- 2) We reserve the right to deliver a reduced or increased supply of up to 10% of the scope of supply. The actual quantity delivered will be invoiced.
- 3) Partial deliveries are permissible.
- 4) The quantities delivered shall be calculated according to the weights specified by us, unless otherwise agreed.

V. Assumption of risk

- 1) Unless otherwise stated in our order confirmation, the risk passes to the Buyer as soon as the Goods are handed over to the person conducting the transport (start of loading). This shall also apply if the order is divided into partial deliveries or if we have assumed additional performance, such as transport costs.
- 2) If shipment is delayed for reasons on the part of the Buyer, the risk passes to the Buyer after the Buyer has been informed that the Goods are ready for shipment. Storage costs incurred after the transfer of risk shall be borne by the Buyer.
- 3) Without prejudice to its warranty claims, the Buyer is obliged to accept the delivered Goods, even if they have minor defects.
- 4) Unless otherwise stated in our order confirmation, the Goods are insured against transport damage, late delivery, and other risks only at the express request and expense of the Buyer.

VI. Dispatch and packaging

- 1) Unless otherwise agreed, delivery shall be ex-works.
- 2) Unless otherwise agreed, the type of dispatch and packaging is at our discretion.
- 3) Packaging that is not accounted for separately will not be taken back. If the packaging is charged separately, half of the amount charged will be refunded if the packaging is returned without shipping within 3 months of the invoice date in a clean and usable condition. Packaging with multiple items cannot be returned under any circumstances.
- 4) Returnable packaging must be returned to us within 3 months of the invoice date in a clean and perfect condition, without a shipping charge. If this time limit is exceeded, the return packaging will be charged to the Buyer at the replacement price. If the returnable packaging has already been handed over to us at the time of the invoice, the invoice for such packaging shall be void.

VII. Prices

- 1) Our prices are based on the respective production costs. We reserve the right to adjust the price irrespective of the quotation and confirmation of the quotation if there is an increase in production-related prices, in particular an increase in the prices of raw materials and energy, up to the date of delivery.
- 2) Unless otherwise agreed, our prices are quoted in Euros and "*ex works*" but without packaging. Prices do not include any taxes or charges.
- 3) Unless otherwise agreed, invoiced amounts must be paid within 30 days (receipt of payment) of the invoice date without any deductions. Discounted invoices shall only be accepted if expressly agreed by the Parties and only upon payment. Bills of exchange and cheques shall only be deemed to be payment after they have been cashed. The Buyer shall bear the costs of discount and collection.
- 4) The Buyer's credit notes shall only be deemed to be an invoice if both parties expressly agree to this. In this case, the invoiced amounts must be paid within 30 days (receipt of payment) after delivery of the Goods without any deductions, unless otherwise agreed.
- 5) If the Buyer is in default, we shall be entitled to charge default interest at the rate of 8% per annum above the applicable base interest rate on the overdue amount without sending a separate reminder and without prejudice to other rights.
- 6) The Buyer shall only be entitled to set-off if its counterclaims have been assessed as final or undisputed and have been accepted by us.
- 7) Each payment shall be set off against previous invoices due. If costs and interest have already been incurred, we shall be entitled to set off the payment first against the costs, then against the interest and finally against the principal receivable.

VIII. Reservation of the right of ownership

- 1) Title to all Goods supplied by us ("retention of title Goods") shall remain in our possession until the Buyer has paid all present and future liabilities incurred in connection with its business transactions with us. The Buyer shall treat the Retained Goods with due care throughout the period of retention of title. In particular, he shall sufficiently insure the delivered Goods at his own expense for their full value against all damage caused by fire, water, and theft. The Buyer shall already assign to us all claims for damages arising from this insurance. We hereby accept the assignment of claims. In the event that such assignment is not permissible, the Buyer hereby irrevocably authorizes its insurance company to make all payments exclusively to us. Further claims on our part shall remain unaffected. The Buyer shall be obliged to provide proof of the insurance policy at our request.
- 2) The Buyer is entitled to resell the Goods subject to retention of title only in the ordinary course of business. The Buyer is not entitled to pledge, transfer as collateral or take any other measures that could endanger our property. If the Buyer extends the due date to its customers, it may only resell the Goods subject to retention of title if the title to the Goods sold remains with it on the same terms and conditions as the title to the Goods subject to retention of title remains with us.
- 3) The Buyer hereby assigns to us all claims from the purchase price against his customer arising from the resale, regardless of whether the Goods subject to retention of title are resold without processing or after processing. They shall serve as security to the same extent as the Goods subject to retention of title. In the event that assignment of the claim is not permissible, the Buyer hereby irrevocably directs that all payments due shall be made exclusively to us. The Buyer is irrevocably authorized to collect the receivables assigned to us for our account and on its own behalf and on the basis of this assignment. He shall promptly remit to us all sums recovered. We shall be entitled to revoke the Buyer's authorization to collect such receivables and to resell the Goods at any time if the Buyer defaults on its payment obligations to us, becomes in default, ceases its payments or if insolvency proceedings are filed against the Buyer's assets.
- 4) If the Buyer resells the Goods subject to retention of title together with other Goods that we have not delivered for a certain total price, the receivable from the sale of the Goods shall be assigned only up to the value of the Goods sold that are subject to retention of title.
- 5) The processing or transformation of Goods subject to retention of title is always conducted for us. The Buyer's conditional right in relation to the Goods subject to retention of title shall remain in force for the processed or transformed items. If the Goods are processed, combined, or mixed with other items that are not in our possession, we acquire co-ownership of the new items in the proportion of the value of the Goods delivered to the other processed items at the time of processing. The Buyer stores the new items for us. The same conditions apply to the items resulting from processing or transformation as apply to the Goods subject to retention of title.
- 6) If the realizable value of the securities provided to us exceeds the secured liabilities in aggregate by more than 20%, we shall be obliged to release any securities we may elect to reduce such excess amount at the request of the Buyer. These values must be calculated on the basis of the invoice value of the Goods subject to retention of title and the nominal value of the liabilities.
- 7) Where a reservation of title clause under Section VIII is not valid under the law of the country in which the Goods subject to the reservation of title are located, a security shall be deemed to have been agreed which has a purpose as nearly as possible the same as that of that clause and which is legally permissible in that country. If this requires additional measures, the Buyer shall take all necessary steps to provide us with such security without delay.
- 8) The Buyer is obliged to inform us immediately of any seizure or other measures that affect our rights.

IX. Warranty claims

- 1) In order to claim under the warranty, the Buyer must inspect the Goods delivered by us immediately upon receipt and notify any defects in writing immediately, but no later than 15 calendar days after receipt of the Goods. Hidden defects or defects that cannot be objectively detected by inspection upon receipt must be notified to us by the Buyer immediately upon discovery. The Buyer must describe the defects in writing when notifying us.
- 2) Defect notifications without an accurate indication of the batch number and item identification data relating to the batch shall be invalid.
- 3) Illustrations, drawings, weight, dimensions, color, durability, and other descriptions of Goods given in the documents relating to the offer are approximate only. They do not constitute an agreement or warranty as to these characteristics of the Goods. Samples warrant only professionally manufactured products similar to the sample and do not constitute an agreement or warranty of fitness for a particular purpose.
- 4) In the event of defects, we are entitled to choose one of the following forms of subsequent performance: either to rectify the defect or to deliver a new item without defects.
- 5) If we are unable or unwilling or it is unable to conduct the subsequent performance, the Buyer is entitled to withdraw from the contract or reduce the purchase price, whichever option he prefers. The same shall apply if subsequent performance fails, cannot be ordered by the Buyer or if subsequent performance is delayed beyond a reasonable time for reasons caused by us.
- 6) The Buyer's right to withdraw from the contract is excluded if the Buyer cannot return the Goods provided, if this is not due to the fact that the return of the Goods is not possible due to the nature of the Goods received if this is not due to us or if the defect has only become apparent after the Goods have been processed or transformed. The right of withdrawal is also excluded if we are not liable for the defect if we have to pay the replacement value instead of restitution of the Goods or if we have supplied custom-made Goods.
- 7) The limitation period for the Buyer's warranty claims is one year, provided that the Goods have not been used or installed in accordance with their normal use, unless the applicable legislation stipulates a different period. It also applies to claims arising from a wrongful act caused by a defect in the Goods. The limitation period begins to run upon delivery of the Goods. Our unlimited liability for damages arising from breach of warranty or damage to life, health, or bodily injury, for willful misconduct or gross negligence and for product defects shall remain unaffected. Our statement on a warranty claim made by the Buyer shall not be deemed to enter into negotiations on the claim or on the circumstances justifying the claim if we reject the claim in its entirety.

X. Responsibility

- 1) We shall be fully liable for damages resulting from breach of warranty. We shall only be liable for negligence if there has been a breach of an essential obligation arising from the nature of the contract which is of particular importance for the fulfilment of the contractual purpose. In the event of a breach of such obligations or in the event of delay or impossibility of performance, our liability shall be limited to such damages as should normally have been expected to arise under the contract, provided that the breach of contract was not intentional. The statutory liability for product defects shall remain unaffected.
- 2) Claims by the Buyer for reimbursement of expenses in lieu of claims for damages in lieu of Goods are excluded, unless asserted by an impartial third party.

XI. Higher Power

- 1) If we are unable to fulfil our contractual obligations, in particular to deliver the Goods, as a result of force majeure, we shall be relieved of the obligation to fulfil our contractual obligations for the duration of the force majeure and a reasonable time to commence operations without having to pay damages to the Buyer. This shall also apply if the performance of our obligations is unreasonably hindered or temporarily prevented due to unexpected events or circumstances beyond our control, including, but not limited to labor disputes, official measures, energy shortages, supply problems of one of our suppliers or major shutdowns.
- 2) We are entitled to withdraw from the contract if such an event lasts for more than 4 months and performance of the contract is no longer possible for us for any reason as a result of the event. At the Buyer's request, we will notify the Buyer after the expiry of this period whether we intend to exercise our right of withdrawal or whether we will deliver the Goods within a reasonable period of time.

XII. Product liability

- 1) The Buyer may not modify the Goods as regards their safety features, in particular he may not modify or remove existing warnings about the danger of improper use of the Goods. If he breaches this obligation, the Buyer shall release us personally from liability for product liability claims of third parties, as far as the Buyer was responsible for the defect that gave rise to the liability.
- 2) If we have to issue a product recall notice or a product defect notice, the Buyer will support us and take any reasonable action we require of them. The Buyer shall bear the cost of the product recall or product recall notice to the extent that it is liable for the product defect and the resulting damage under product liability principles. Any other claims that we may assert shall remain unaffected.
- 3) The Buyer is obliged to inform us immediately of any risks associated with the use of the Goods and of any defects in the product as soon as it becomes aware of such risks or defects.

XIII. Restrictive measures and dual-use

- 1) The Buyer needs to make sure that the delivery and further handling of the goods must not contradict any restrictive measures that exist in relation to the goods. For this purpose, the Buyer is obligated to undertake to perform actions that can be fairly expected of him. Both, us, and the Buyer declare that we are aware, that the goods are / can be subject to restrictive measures of the European Union especially, but not exclusively in terms of Commission Implementing Regulation (EU) No 833/2014 and Regulation (EU) 2021/821 of the European Parliament and of the Council. In view of the above, the Buyer is obligated to undertake to take all measures so that the goods do not reach the territory of the Russian Federation or the territory of any other state to which the restrictive measures of the European Union apply.
- 2) Based on the letter from Ministry of Economy of Slovak Republic delivered to our company we applied and obtained export license for delivery of goods to Russian Federation. This decision is based on the Regulation (EU) 2021/821 of the European Parliament and of the Council of 20th May 2021 setting up a Union regime for control of exports, brokering, technical assistance, transit, and transfer of dual-use items. Therefore, we obligate you as Buyer of the goods that these under no circumstances can be reexported, nor reach the territory of Russian Federation.

- 3) The Parties shall comply with all economic sanctions, export control regulations, and import restrictions under applicable Slovak and EU law, this shall also apply with respect to U.S. law to the extent compatible with Slovak or EU law ("Applicable Foreign Trade Law").
- 4) The Buyer is obliged to provide the seller immediately with all information and documents required to comply with the Applicable Foreign Trade Law when exporting, importing, re-exporting, or transferring the goods.
- 5) Delays or non-performance due to the examination of admissibility under Applicable Foreign Trade Law or approval procedures shall suspend delivery or performance dates and deadlines unless the seller is responsible for the delay / non-performance. With regard to such delays or non-performance resulting from compliance with the Applicable Foreign Trade Law, claims for expenses and damages are excluded.
- 6)
 - a) The Buyer may not directly or indirectly sell, export or re-export goods that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 to the Russian Federation or for use in the Russian Federation.
 - b) The Buyer may not directly or indirectly sell, export or re-export goods that fall within the scope of Article 8g of Council Regulation (EC) No 765/2006 to Belarus or for use in Belarus.
 - c) The Buyer may not directly or indirectly sell, export or re-export goods that fall within the scope of Regulation (EU) 2021/821 of the European Parliament and of the Council of 20th May 2021 setting up a Union regime for control of exports, brokering, technical assistance, transit, and transfer of dual-use items.
 - d) The Buyer shall undertake its best efforts to ensure that the purposes of paragraphs 6a, b and c are not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - e) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, which would frustrate the purpose of paragraphs 6a, b, and c.
 - f) Any violation of paragraphs 6a, b, c, or d shall constitute a material breach of an essential element of this agreement, and the seller shall be entitled to seek appropriate remedies, including, but not limited to:
 - (i) termination of this agreement; and
 - (ii) a penalty of 30% of the total value of this agreement or price of the goods exported, whichever is higher.
 - g) The Buyer shall immediately inform the seller about any problems in applying paragraphs 6a, b, c, or d, including any relevant activities by third parties that could frustrate the purpose of paragraphs 6a, b, and c. The Buyer shall make available to the seller information concerning compliance with the obligations under paragraphs 6a, b, c, d, and e within two weeks of the simple request of such information.
- 7) Seller shall be permitted to refuse performance of contractual obligations as soon as it has knowledge or reason to believe that performance of the contract would constitute a violation of Applicable Foreign Trade Law. If the contract can ultimately not be fulfilled due to the Applicable Foreign Trade Law, either contracting party may terminate the contract in whole or in part without notice by written declaration to the other contracting party. In the event of termination, the contracting parties shall be obliged to return any benefits already received, unless the Applicable Foreign Trade Law prohibit this.
- 8) The Buyer warrants that at the time of conclusion of the contract neither it nor any natural person or legal entity exercising control over it is subject to economic sanctions under the Applicable Foreign Trade Law.

XIV. Final provisions

- 1) The place of performance of all obligations between us and the Buyer shall be our registered office, unless otherwise agreed in writing. All disputes arising out of the business relationship between us and the Buyer, including actions on promissory notes and cheques, shall be settled in the competent court at the place of our registered office. We shall also be entitled to bring actions in the competent court at the place of the Buyer's registered office and in any other admissible court.
- 2) Relations between us and the Buyer are governed exclusively by the law of the Slovak Republic.
- 3) In the event that any provision of these General Terms and Conditions for Delivery and Sale is or becomes invalid or ineffective, the other provisions shall not be affected. The invalid provision shall be deemed to be superseded by a valid provision which ensures that the purpose and intent of the invalid or ineffective provision is partially achieved.
- 4) These General Terms and Conditions for Delivery and Sale are published on our website: www.slovmag.sk and are an integral part of our offers and our order confirmations.
- 5) These General Terms and Conditions for Delivery and Sale enter into force on 15.8.2024