

GENERAL TERMS AND CONDITIONS – CUSTOMER

1. SCOPE OF APPLICATION

- 1.1 These general terms and conditions (the “**Terms and Conditions**”) apply to and form an integral part of the Contract (as defined below).

2. DEFINITIONS

- 2.1 Unless otherwise stated in these Terms and Conditions, capitalised terms beginning with a capital letter shall have the following meanings:

“**Address**” means the mailing address or email address of either Party set out in the Purchase Order, Confirmation or Contract or later notified to the other Party by letter or email or, in the absence of such notification, the address of the registered office of the Party as recorded in the commercial register or similar register and the country in which such registered office is located. If, during the term of the Contract, the Address of a Party changes, that Party shall notify the other Party in writing without undue delay of such change.

“**Confirmation**” means a written confirmation of the Purchase Order by the Counterparty delivered to Customer at the email address: nakup@nafta-ws.sk, by which the Counterparty agrees without reservation to the terms and conditions set out in the Order.

“**Contract**” means a binding legal relationship in writing between Customer and the Counterparty, the subject matter of which is the Performance, which is created by written confirmation of Customer’s Purchase Order by means of a Confirmation by the Counterparty, or any other contract made in writing, provided that such contract states that these Terms and Conditions form an integral part thereof.

“**Counterparty**” means a legal entity or natural person with whom Customer orders the Performance by Purchase Order or with whom Customer enters into a Contract.

“**Customer**” means NAFTA Well Services s. r. o., with registered office at Na Vínohrádok 900/7, 900 68 Plavecký Štvrtok, Company ID: 57 075 476, VAT ID: SK2122558471, registered in Commercial Register of the Bratislava III Municipal Court, Section: Sa, insert no.: 189698/B.

“**Force Majeure**” means circumstances beyond the control of the Parties which prevent the Parties from performing their obligations under the Contract and which exclude the Parties’ liability under applicable law.

“**Invoice**” means an invoice (including a corrective invoice – credit note, a corrective invoice – debit note, an invoice for payment received prior to the Performance, a settlement invoice) prepared by the Counterparty or any document prepared by the Counterparty on the basis of which the Counterparty claims payment from Customer. The Invoice must contain all the details required by the applicable generally binding legal regulations, these Terms and Conditions and the Contract, in particular the business name of both Parties, their registered office address, organization identification number (Company ID), identification number for value added tax (VAT ID) or information that the Counterparty is not subject to value added tax (VAT), Purchase Order ID or Contract ID, Invoice number, date of issue of Invoice, Performance date or date on which payment was received if payment was received prior to delivery of the Performance, due date, form of payment, Counterparty’s bank account number (in the form of IBAN and SWIFT/BIC), description of the Performance (quantity and type of goods and/or scope and type of services), unit price exclusive of VAT, VAT base for each VAT rate, VAT rate or, in the case of VAT exemption, the words “the delivery is exempt from VAT” or the words “reverse charge” if the person liable for VAT is Customer, the amount of VAT in total in Euros (EUR), the amount of deposits paid (payments received prior to delivery of the Performance) and the amount to be paid.

“**Non-Working Day**” means a Saturday, Sunday, a state-recognised holiday or a day of rest in the Slovak Republic.

“**Party**” means Customer or the Counterparty. Customer and the Counterparty are collectively referred to as the “**Parties**”.

“**Performance**” means any performance which the Counterparty is obliged to perform under the Contract, i.e. in particular the delivery of goods, provision of services, performance of work, etc.

“**Price**” means the total price of the Performance specified in the Contract for which the Counterparty will perform the Performance in accordance with the Contract.

“**Protocol**” means the protocol of acceptance/delivery of the Performance signed by both Parties.

“Purchase Order” means (i) a written order for Performance (proposal to enter into the Contract) issued by Customer delivered to the Counterparty at the Counterparty’s Address or (ii) an oral/telephone order for Performance by Customer and confirmed within 3 Working Days by a written copy of the order delivered to the Counterparty at the Counterparty’s Address. The Purchase Order shall contain in particular the specific specification of the Performance, the total price (as well as unit prices, if applicable), scope, number of pieces/other units, delivery date, delivery location.

“Supporting Documents” means all documents (in printed or electronic form) necessary for the proper use, maintenance and/or repair and inspection of the Performance, documents evidencing Customer’s rights under industrial property rights which are necessary for the proper Performance in the Slovak language using standard Slovak technical terminology.

“Working Day” means a day other than a Non-Working Day.

3. CONTRACT

- 3.1 The Contract is concluded between the Parties at the moment of delivery of the Confirmation to Customer. In the event that the wording of the Confirmation differs in any way from the wording of the Purchase Order or the Purchase Order is not accepted without reservation, the wording of the Confirmation shall be binding on both Parties only if confirmed in writing by Customer. In the case of any other written contract, the Contract shall be concluded between Customer and the Counterparty upon its signature by both Parties.
- 3.2 The Counterparty shall confirm the Purchase Order within 3 Working Days from the date of its receipt by Customer to the Counterparty, otherwise the Purchase Order shall be deemed cancelled, unless otherwise agreed in writing by the Parties. If the Confirmation has not been received by Customer within this period, Customer shall have the right to cancel or amend the Purchase Order during this period.
- 3.3 The Counterparty shall not be entitled to transfer any of its rights or assign any of its claims under the Purchase Order or the Contract to a third party or to enter into an agreement with a third party to assume any debt under the Contract or to unilaterally set off any claims against Customer without Customer’s prior written consent.
- 3.4 By entering into the Contract, the Counterparty declares that it is aware of the detailed purpose and objective for which Customer orders the Performance. The Counterparty declares that it has adequate professional, technical and personnel capacity to be able to deliver the Performance in accordance with the Contract.
- 3.5 The Counterparty agrees to perform the Contract in a proper and timely manner, with due professional care and diligence, to the best of its abilities, based on the best professional standards in the industry to which the Performance relates, and in accordance with the terms and other conditions of the Contract.
- 3.6 The Counterparty warrants that it is entitled to freely dispose of the Performance and there is no obligation or law preventing the delivery of the Performance to Customer pursuant to the Contract and the Performance is not encumbered by any third party right.
- 3.7 The Counterparty is obliged to notify Customer without undue delay that the submitted documents or the cooperation necessary for the delivery of the Performance are insufficient or defective and the inappropriate nature of the instructions given to it by Customer, if the Counterparty could have detected such inappropriateness with the exercise of professional care. If improper or insufficient items or improper instructions interfere with proper Performance, the Counterparty shall suspend Performance to the extent necessary pending the replacement or completion of documents or change of instructions by Customer, or upon written notice from Customer that it insists on Performance with such items or pursuant to such instructions.
- 3.8 Customer shall be entitled to inspect the progress of the Performance at any time. If Customer finds that the Counterparty is delivering the Performance in breach of its obligations, it shall be entitled to require the Counterparty to remedy the deficiencies caused by the Counterparty’s defective conduct at any time during the Performance and to require delivery of the Performance in a proper manner, or alternatively, Customer shall be entitled to immediately order the Counterparty to suspend the Performance.
- 3.9 Customer shall provide the Counterparty with reasonable assistance in the Performance as the Counterparty has notified Customer in reasonable detail of the need for such assistance.
- 3.10 If the Counterparty discovers that the subject matter of the Contract cannot be fulfilled for various reasons or its performance is in jeopardy, it shall inform Customer thereof in due time.

- 3.11 In performing the Contract, the Counterparty shall comply with generally applicable laws; relevant technical regulations and/or technical standards and/or other relevant technical rules applicable to the Performance, internal management regulations (e.g. directives, orders, methodological procedures) issued by Customer that govern safety (including occupational health and safety, fire protection and environmental protection), quality and/or activities related to the Performance and with which the Counterparty has demonstrably been made aware by Customer.

4. PRICE

- 4.1 Unless otherwise provided in the Contract, the Price is agreed as the maximum price (i.e. the highest price permissible for the full performance of the Performance by the Counterparty). Price does not include VAT. VAT will be invoiced in accordance with applicable generally binding legislation.
- 4.2 Unless otherwise specified in the Contract, the Price shall, notwithstanding any commercial practices otherwise customary in the industry, include all costs related to the performance of the Performance, in particular freight, costs of unloading the goods and equipment at a location to be determined by Customer, customs duties, other import related fees, fees related to product certification, administrative and similar fees levied by any public authority, as well as the cost of the Documentation necessary for the proper use of the Performance or in connection therewith.

5. BILLING AND PAYMENT TERMS

- 5.1 The Counterparty shall execute and deliver to Customer an Invoice for the Performance no later than 10 days after the performance of the Performance. The invoice shall be issued in Euros (EUR). Unless otherwise provided in the Contract, the Counterparty is obliged to deliver to Customer, together with the Invoice for the Performance provided, a duly completed Protocol signed by both Parties.
- 5.2 If the Invoice drawn up by the Counterparty is incorrect and/or does not contain the correct elements according to the applicable generally binding legislation and/or these Terms and Conditions and/or the Contract, Customer shall be entitled to return the Invoice to the Counterparty for correction without payment. In such case, the Invoice due date shall be stopped and the new due date shall start commencing from the date of delivery of the corrected (new) Invoice. In case of return of the Invoice, the Counterparty shall be obliged to prepare and deliver to Customer a corrected (new) Invoice within 5 days from the date of return of the Invoice at the latest.
- 5.3 Unless otherwise specified in the Contract or unless otherwise provided for by applicable law or by judicial and administrative decision, payment shall be made in full, in Euros (EUR), no later than on the due date of the Invoice.
- 5.4 Unless otherwise specified in the Contract, the due date of the Invoice shall be 60 days from the date of its delivery to Customer.
- 5.5 Customer shall be obliged to fulfil its monetary obligation by bank transfer to the bank account of the Counterparty, except as provided in Clause 7.4 of the Terms and Conditions. The date of fulfilment of Customer's monetary obligation shall be deemed to be the date on which the amount due is debited from Customer's bank account.
- 5.6 If the due date of the Invoice falls on a Non-Working Day, the Invoice will be due on the next following Working Day.
- 5.7 When paying the Invoice, Customer shall bear the bank charges related exclusively to the debiting of the amount due from Customer's bank account, as applied by the bank in which this bank account is held.
- 5.8 If the Counterparty is obliged to draw up a corrective Invoice/credit note the Counterparty is obliged to draw up and deliver to Customer a corrective Invoice/credit note no later than 10 days from the date of occurrence of the fact decisive for the drawing up of the corrective Invoice/credit note. Otherwise, Customer shall be entitled to invoice the Counterparty a contractual penalty of 0.05% of the value of the corrected Invoice/credit note for each day of delay until the delivery of the corrected Invoice/credit note and the Counterparty shall be obliged to pay the contractual penalty to Customer within the time limit specified in the invoice after the delivery of the invoice by Customer.
- 5.9 The Counterparty's bank account indicated on the Invoice must be identical to the bank account agreed in the Contract or to the bank account indicated in the Counterparty's last duly delivered notice of change of bank account in accordance with these Terms and Conditions. Otherwise, Customer is entitled to return the Invoice to the Counterparty for correction of discrepancies, unless the Counterparty has delivered a notification of the change of the bank connection to Customer at the latest together with the delivery of the

Invoice in accordance with the following sentence. A change of bank connection for the purposes of the Contract may be made by an official written notice of the change of the Counterparty's bank connection delivered to Customer. Such notification must be signed by persons authorised to act for the Counterparty as listed in the Commercial Register or equivalent in the country of residence of the relevant Counterparty. A change of bank connection for the purposes of the Contract concluded on the basis of these Terms and Conditions shall take effect on the date specified in the notice of the change of bank connection, but not earlier than the 10th day following the date of delivery of the notice to Customer. Unless the date from which the change of bank connection is to take effect is specified in such notice, the change of bank connection for the purposes of the Contract entered into under these Terms and Conditions shall take effect on the 10th day following the date of delivery of such notice to Customer.

6. DELIVERY OF INVOICES

- 6.1 The Parties agree that the Counterparty shall deliver the Invoices to Customer exclusively in electronic form to the email address efaktury@nafta-ws.sk. The Invoice shall be deemed to have been received on the date of receipt of the Invoice at the email address efaktury@nafta-ws.sk. The email address efaktury@nafta-ws.sk is used solely for delivery of Invoices and required attachments to Invoices to Customer.
- 6.2 Each Invoice will be delivered to Customer by the Counterparty in a separate email as a PDF file, with the email including all required attachments to the Invoice pursuant to these Terms and Conditions and the Contract in PDF format.
- 6.3 If the Counterparty delivers an Invoice otherwise than as provided in Clauses 6.1 and 6.2 of these Terms and Conditions, Customer shall not be obliged to accept such Invoice and make payment.

7. PROVISIONS RELATING TO VAT, WITHHOLDING TAX AND PERMANENT ESTABLISHMENT

- 7.1 If the Counterparty, which at the moment of conclusion of the Contract was not a VAT payer in the Slovak Republic registered pursuant to Sec. 4, Sec. 4b or Sec. 5 of Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as the "VAT Payer" and "VAT Act" respectively), becomes a VAT Payer after the conclusion of the Contract and before the termination of the Contract, the Counterparty is obliged to notify Customer in writing of the occurrence of this fact no later than within 3 days from the date on which it became a VAT Payer and to immediately notify Customer in writing of its VAT ID. At the same time, the Counterparty is obliged to immediately notify Customer in writing on which date it became a VAT Payer and on which date it became a VAT Payer who has been assigned a VAT identification number pursuant to Sec. 4, Sec. 4b or Sec. 5 of the VAT Act.
- 7.2 The Counterparty, which is, or at the time of the Performance will be, a VAT Payer, declares that the bank account number it indicates on the Invoice will be listed and assigned to the Counterparty in the "List of VAT Payers with bank account numbers they use for business" published on the website of the Financial Directorate of the Slovak Republic (on the portal of the Financial Administration of the Slovak Republic) (hereinafter referred to as the "**List of Bank Accounts**") on the date of payment by Customer.
- 7.3 If the Counterparty's bank account number shown on the Invoice does not match any bank account number from the bank account numbers listed and assigned to the Counterparty in the List of Bank Accounts published on the date of payment of the Invoice by Customer, Customer shall be entitled to apply a special method of payment of VAT pursuant to Sec. 69c of the VAT Act when paying the Invoice to the Counterparty.
- 7.4 If Customer applies the procedure under Sec. 69c of the VAT Act, it shall pay to the Counterparty to the bank account of the Counterparty indicated on the Invoice the amount corresponding to the tax base indicated on the Invoice issued by the Counterparty within the due date of the Invoice. The amount corresponding to the amount of VAT indicated on the Invoice issued by the Counterparty shall be paid by Customer within the due date of the Invoice extended by 7 Working Days to the account number of the tax administrator maintained for the Counterparty, which is indicated in the "List of VAT Payers with the Account Number of the Tax Administrator Maintained for the Tax Entity" published on the website of the Financial Directorate of the SR (on the portal of the Financial Administration of the SR) on the date of payment of VAT by Customer. Customer's monetary obligation in the amount of VAT stated on the Invoice shall be deemed to be fulfilled by this payment to the given number of the tax administrator on the day the VAT amount is debited from Customer's bank account. Customer shall notify the Counterparty of the application of the special VAT payment method in accordance with Sec. 69c of the VAT Act in writing to the Counterparty's address.
- 7.5 If Customer is obliged under locally applicable law and the applicable double tax treaty to withhold tax (make a withholding payment), Customer shall do so and reduce the payment to the Counterparty by that amount. In the event of withholding tax, Customer shall send to the Counterparty a confirmation from the

- relevant tax (financial) administration/tax (financial) authority (hereinafter also referred to as "Tax Administrator") of the withholding (payment) of the said withholding tax in the territory of the respective country where the withholding tax was withheld (paid).
- 7.6 The Counterparty declares that it is tax resident in the country in which it has its registered office, the address of which is also set out in the Contract.
- 7.7 The Counterparty represents that it is the end beneficiary (owner) of the income accruing to the Counterparty under and/or in connection with the Contract (the "**Income Beneficiary**").
- 7.8 If there is a change in the tax residence of the Counterparty and/or a change in the Income Beneficiary, the Counterparty shall inform Customer of this change in writing no later than 5 days from the date of the occurrence of this fact.
- 7.9 At any time after the conclusion of the Contract and, where necessary, after the termination of the Contract, Customer shall be entitled to request the Counterparty to provide the relevant tax residency certificate of the Counterparty/Income Beneficiary confirming the tax residency of the Counterparty/Income Beneficiary for the period specified by Customer in its request. In such case, the Counterparty shall deliver to Customer the relevant confirmation of the tax residency of the Counterparty/Income Beneficiary without delay (as soon as possible).
- 7.10 If the Counterparty fails to deliver to Customer a relevant tax residency certificate in accordance with the Contract, notwithstanding any representation made by the Counterparty in the Contract and any information provided by the Counterparty in connection with/in accordance with the Contract, Customer shall be entitled to withhold tax (make withholding tax) at the withholding tax rate determined by the locally applicable law and reduce the payment to the Counterparty by such amount or make payment of the payment/Invoice only upon receipt of the relevant confirmation of tax residency in accordance with the Contract. The Parties agree that in such case Customer shall not be in default in payment of the payment/Invoice.
- 7.11 Relevant tax residency certificate means an official form issued by the Tax Administrator in the relevant country confirming tax residency in that country.
- 7.12 If the Counterparty is a tax resident in a country other than the Slovak Republic, the Counterparty declares that it does not have a permanent establishment in the territory of the Slovak Republic according to Slovak legislation and the treaty on avoidance of double taxation between the Slovak Republic and the country in which the Counterparty is a tax resident. The Counterparty also declares that it has not concluded any contract (including this Contract) on the basis of which, under applicable law, a permanent establishment of the Counterparty and/or a tax liability of employees or persons working for the Counterparty in the territory of the Slovak Republic could arise in the territory of the Slovak Republic.
- 7.13 If, in accordance with the applicable legislation, the Counterparty, which is a tax resident in a country other than the Slovak Republic, during the term of the Contract, establishes a permanent establishment in the territory of the Slovak Republic and/or a tax liability of employees or persons working for the Counterparty arises in the territory of the Slovak Republic, or if the Counterparty, after the conclusion of the Contract, enters into a contract on the basis of which such a tax liability could arise, the Counterparty is obliged to notify Customer in writing of this fact no later than 10 days after the date of the occurrence of this fact.
- 7.14 The Counterparty shall not make any claims against Customer in connection with the calculation, reporting and filing of tax returns and the payment of all tax liabilities of the Counterparty, including income tax, VAT, excise and other taxes, duties, levies and/or applicable penalties, interest and default interest, which arise in connection with the Contract under any jurisdiction, in any country and the Counterparty shall be solely liable for such claims.
- 7.15 In the event of any incorrect and/or false statement made by the Counterparty in the Contract and/or in the event of incorrect information provided by the Counterparty to Customer and/or in the event of the Counterparty's failure to perform any obligation to Customer under the Contract, Customer shall be entitled to compensation for any damages incurred by Customer as a result thereof (i.e. including damages in the amount of the tax levied by the Tax Administrator which should have been withheld and remitted to the Tax Administrator, damages in the amount of the VAT paid by Customer as guarantor in lieu of the Counterparty pursuant to Sec. 69(13) and Sec. 69b of the VAT Act and damages in the amount of any penalties and default interest claimed by the Tax Administrator in connection with the Contract).

8. PERFORMANCE TIME

- 8.1 Unless otherwise provided in the Contract, the Counterparty shall commence the Performance without undue delay and complete it within the agreed period of time.
- 8.2 If the Counterparty fails to execute the Performance within the time limit pursuant to Clause 8.1, Customer shall have the right to invoice the Counterparty for a contractual penalty of 0.1% of the Price for each day of delay and the Counterparty shall, upon receipt of the invoice by Customer, pay the contractual penalty to Customer within the time limit set out in the invoice.
- 8.3 If the Counterparty fails to timely pay the contractual penalty invoiced by Customer pursuant to Clause 8.2, Customer shall have the right to invoice the Counterparty for default interest at the rate of 15% per annum on the total unpaid portion of the contractual penalty, and the Counterparty shall, upon receipt of such invoice by Customer, pay such default interest to Customer within the time period specified in such invoice.
- 8.4 In the event that the Counterparty is in danger of failing to perform within the time period specified pursuant to Clause 8.1, the Counterparty shall inform Customer of this fact without undue delay after becoming aware of this fact. This notice shall include the reasons for the delay in Performance. The fulfilment of the Counterparty's notification obligation shall be without prejudice to other claims of Customer arising from a breach of the Counterparty's obligations.

9. PLACE OF PERFORMANCE, RISK OF DAMAGE, TITLE AND SUPPORTING DOCUMENTS

- 9.1 If the subject of the Performance is the delivery of goods, the place of delivery of goods is the warehouse of the PZZP Central Area, Plavecký Štvtok, Hasičská 789/13, 900 68 Plavecký Štvtok, unless another place of delivery is agreed in the Contract.
- 9.2 Unless otherwise specified in the Contract or these Terms and Conditions, the terms and conditions relating to the delivery of goods shall be governed by the international rules for the interpretation of delivery items INCOTERMS 2020.
- 9.3 If the subject of the Performance is the performance of works, provision of services or execution of a work, the place of delivery of the Performance shall be the registered office of Customer registered in the Commercial Register, unless another place has been specified in the Contract.
- 9.4 The risk of damage to and title to the Performance shall pass to Customer on the date of acceptance of the work by Customer, unless otherwise specified in the Contract.
- 9.5 Together with the Performance, the Counterparty shall deliver to Customer the Supporting Documents and any other additional documents required by Customer in the Contract or necessary for the use of the Performance under generally applicable law.

10. ACCEPTANCE OF PERFORMANCE

- 10.1 Customer is preferably interested in taking over the duly completed Performance. Customer shall be entitled to refuse acceptance of the Performance before all defects and imperfections have been remedied. A Protocol of acceptance of Performance shall be drawn up and signed by both Parties. Any defects which are apparent upon acceptance of the Performance and which do not prevent the proper use of the Performance shall be recorded in the Protocol together with binding deadlines for their removal by the Counterparty. Signing of the Protocol by both Parties is a condition for payment of the Invoice for the Performance.

11. LIABILITY FOR DEFECTS, WARRANTY AND CLAIMS

- 11.1. The Counterparty shall be liable for defects which the Performance has at the time when the risk of damage passes to Customer, even if the defect becomes apparent only after that time. The Counterparty shall also be liable for any defect that arises after the time referred to in the preceding sentence if it is caused by a breach of its obligations.
- 11.2. The Counterparty shall not be liable exclusively for defects in the Performance of which Customer was demonstrably aware at the time the risk of damage to the Performance passed to Customer.
- 11.3. If the defective Performance breaches the Contract, the Parties agree that Customer shall be entitled to pursue its claims arising out of the defective Performance in the following order:
- a) require, within a period specified in writing by Customer, the remedying of defects of the Performance by substitute or additional Performance and require the remedying of legal defects,

- b) in the event that the Counterparty fails to remedy the defects in the Performance in the manner referred to in Clause (a) within the period specified in writing by the Customer, the Counterparty shall, within the period specified in writing by the Customer, require the defects to be remedied by repairing the Performance if the defects are remediable,
 - c) in the event that the Counterparty fails to remedy the defects in the Performance in the manner specified in writing by Customer pursuant to Clause (a) and such defects are irremediable, or in the event that the Counterparty fails to remedy the defects in the Performance in the manner specified in writing by Customer pursuant to Clause (b), Customer may claim an appropriate discount from the Price pursuant to Clause 11.17, or if the Counterparty fails to remedy the defects in the Performance in the manner set out in Clause (a) within the period specified in writing by Customer and the defects are irremediable, or if the Counterparty fails to remedy the defects in the Performance in the manner set out in Clause (b) within the period specified in writing by Customer, then Customer may withdraw from the Contract without giving any reason.
- 11.4. The Counterparty shall, at the request of Customer pursuant to Clause 11.3, send to Customer without undue delay a proposal for the method of defect removal which shall include, in particular, an estimate of the time required to carry out the procedures referred to in Clause 11.3(a) or (b), as well as a description of the cooperation required from Customer for the removal of the defects and any other information which may be relevant to the defect removal procedure (the “**Proposal**”). Customer shall, within 10 Working Days of receipt of the Proposal, approve, condition or reject the Proposal subject to the satisfaction of certain conditions. In the event of rejection of the Proposal, Customer shall be entitled to give the Counterparty an additional period of time to submit a new Proposal.
- 11.5. Customer shall be entitled to make a further claim in accordance with the order of priority pursuant to Clause 11.3 without the consent of the Counterparty if Customer deems that the Proposal raises a reasonable doubt as to the Counterparty’s ability to remedy the defects in a timely manner.
- 11.6. If the Counterparty notifies Customer in writing prior to the expiry of the period under Clause 11.3(b) that it has not remedied the defects, Customer may withdraw from the Contract.
- 11.7. Until such time as Customer specifies a time period for the defects to be remedied in accordance with Clause 11.3, the Counterparty may notify Customer that it will remedy the defects within a specified period of time. Customer and the Counterparty agree that if Customer fails to notify the Counterparty in writing of its disagreement within 5 Working Days after receiving such notice from the Counterparty, the time period specified in the Counterparty’s notice shall apply.
- 11.8. Customer may reduce the Price or part of the Price payable to the Counterparty under the Invoices by the discount applied to the Price pursuant to Clause 11.17. If the Price has already been paid by Customer, Customer may claim reimbursement of the Price up to the amount of the discount applied on the Price pursuant to Clause 11.17, together with interest at the rate of 15% per annum. In any event, Customer shall also have the right to set off any claim for a discount on the Price against any claim of the Counterparty against Customer.
- 11.9. Until the defects have been remedied, Customer shall not be obliged to pay the portion of the Price corresponding to its entitlement to a discount on the Price pursuant to Clause 11.17 if the defects had not been remedied.
- 11.10. Customer’s claims for defects in the Performance shall be without prejudice to its claims for damages or for liquidated damages or any other claims of Customer which are not expressly provided for in these Terms and Conditions.
- 11.11. The Parties agree that the effects of withdrawal from the Contract by Customer shall also arise if Customer is unable to return the Performance or part thereof in the condition in which it was received. The aforementioned shall not apply in the event of intentional damage to the Performance by Customer.
- 11.12. In the event that goods purchased by the Counterparty from a third party for the purpose of their resale to Customer are covered by a warranty provided by a third party, the Counterparty is obliged to inform Customer of all facts that may affect the assertion of claims for defects in such goods, in particular, it is obliged to notify Customer in writing of the date on which the warranty period expires and it is obliged to hand over to Customer all documents to be submitted in the event of claims for liability for defects.
- 11.13. The repair or replacement of the defective portion of the Performance shall be made at DAP parity as defined in INCOTERMS 2020, unless otherwise provided in the Contract.
- 11.14. In the case of the provision of a guarantee for quality by the Counterparty, the guarantee period shall commence from the date of the transfer of the risk of damage to the Performance to Customer, unless the

Contract stipulates otherwise. The warranty period shall not extend for the period of time during which Customer cannot use the Performance due to its defects for which the Counterparty is liable.

- 11.15. Unless otherwise specified in the Contract, the warranty period for the quality of the Performance shall commence from the date of the transfer of the risk of damage to Customer and shall be:
- a) 60 months if the subject of the Contract is the execution of construction works,
 - b) 24 months if the subject of the Contract is goods.

The warranty period shall not extend for the period of time during which Customer cannot use the Performance due to its defects for which the Counterparty is liable.

- 11.16. Except as otherwise expressly provided in the Contract, Customer shall be entitled to refuse partial performance of the Counterparty's obligation.
- 11.17. In the event that Customer requests a discount on the Price pursuant to these Terms and Conditions, the Parties agree that in determining the amount of the discount, Customer shall base its determination in particular on an assessment of the following facts:
- a) the cost and time that Customer will be required to expend on the activities necessary to render the Performance faultless within the meaning of the Contract,
 - b) Performance value,
 - c) the importance of the Performance to Customer's economic activity and the damage that may be caused to Customer by defects in the Performance.

12. LIABILITY FOR DAMAGES AND OTHER PENALTIES

- 12.1. The Party that has breached any of its obligations under this Contract shall be liable to compensate the other Party for any damage incurred as a result. Unless otherwise agreed in the Contract, Customer shall be liable for damages caused to the Counterparty by breach of the Contract up to a maximum of 50% of the Price. Customer shall not be liable for lost profits, lost earnings and other indirect damages caused to the Counterparty in the event of a breach of the Contract.
- 12.2. Counterparty agrees to indemnify and hold Customer harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, taxes, liabilities, disputes and costs incurred by Customer which are in any way related to or arise out of any breach, direct or indirect, of any representation, warranty or commitment made by Counterparty under the Contract or these Terms and Conditions.

13. FORCE MAJEURE

- 13.1 Neither the Counterparty nor Customer shall be obliged to perform its obligations under the Contract during the Force Majeure period.
- 13.2 If the situation in Clause 13.1 occurs, the Counterparty shall be entitled to extend the date for delivery or execution of the Performance and Customer shall be entitled to extend the due date of the Invoice for the duration of the Force Majeure. However, the Party affected by the Force Majeure shall promptly inform the other Party in writing of this fact, otherwise it shall lose the right to exercise its rights under this Clause.

14. SPECIAL PROVISIONS

- 14.1 The Counterparty shall be fully responsible for compliance with OHS, fire protection and environmental protection in the delivery of the Performance and for providing the means to ensure the same, unless otherwise expressly provided for in the Contract, a generally binding legal regulation, an internal governing regulation of Customer.
- 14.2 Counterparty shall be entitled to use subcontractors in the Performance only with the prior written consent of Customer, and Customer shall agree in writing not only to Counterparty's subcontractors, but to the entire subcontracting chain, if any. The Counterparty shall be liable for the acts of the subcontractors as if it had acted itself.
- 14.3 By entering into the Contract, the Counterparty confirms that it has taken out third party liability insurance in connection with its activities and operations, with the amount of the sum insured customary in the relevant industry and proportionate to the value of the Performance and the potential damage that may arise in connection with the Performance. The Counterparty agrees to maintain this insurance in force throughout the term and effectiveness of the Contract. The Counterparty shall be obliged to immediately provide Customer with proof of said insurance upon request. A breach of the Counterparty's obligation under this Clause 14.3 of the Terms and Conditions shall be deemed to be a material breach of the Contract and shall entitle Customer to withdraw from the Contract.

14.4 The Counterparty declares that as of the date of conclusion of the Contract it is not registered in the list of natural persons and legal entities that have violated the prohibition of illegal employment maintained by the National Labour Inspectorate and/or has not violated the prohibition of illegal employment, and also declares that during the performance of the Contract it undertakes to fulfil all obligations under generally binding legislation so as not to violate the prohibition of illegal employment as defined by the applicable law on illegal work and illegal employment. The Counterparty undertakes to compensate Customer for damages incurred by Customer, including penalties and fines imposed on Customer on the grounds that the Counterparty has violated the prohibition of illegal employment. Customer shall be entitled not to accept a Performance that the Counterparty performs through an individual it employs illegally. If it is proved that the Counterparty performs the Performance through a natural person whom it employs illegally or the Counterparty fails to provide Customer without delay, upon Customer's request, with documents and personal data of the natural persons through whom it performs the Performance for Customer, this shall be deemed a material breach of the Contract and Customer shall be entitled to withdraw from the Contract.

15. PERSONAL DATA PROTECTION

15.1 The Parties undertake to proceed with the handling of personal data in accordance with the requirements of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "Regulation"), as well as Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Acts (hereinafter referred to as the "Data Protection Act") to the extent applicable.

15.2 In the event that the subject matter of the Performance by the Counterparty includes the processing of personal data on behalf of Customer or if the Counterparty performs the processing of personal data on behalf of Customer in connection with the Performance, the Counterparty shall:

- a) take appropriate technical and organisational measures to ensure that the processing complies with the requirements of the Regulation and the Data Protection Act and that the rights of data subjects are protected,
- b) enter into a separate contract with Customer as processor and as controller, which binds the processor to the controller in accordance with the requirements of Article 28 of the Regulation,
- c) maintain confidentiality of the personal data it processes, even after the processing of personal data has been completed.

16. INTELLECTUAL PROPERTY

16.1 If the Performance includes copyright or other intellectual property rights, the Counterparty grants to Customer a license to use all of the results of the Performance for all purposes of use of the results of the Performance set forth in the Contract or for the purposes for which such Performance is customarily used, effective as of the date of the proper delivery and acceptance of the Performance or the relevant portion thereof to Customer. Prior to that time, Customer shall be entitled to use the Performance to the extent necessary for the performance of the Contract.

16.2 The Counterparty further declares that if the Performance includes a work protected as an intellectual property, where the Counterparty is not directly its author within the meaning of the Copyright Act, it is entitled to grant consent to use such work to a third party on the basis of a licence agreement concluded with the author, and by concluding the Contract it grants such consent to Customer to the extent referred to in Clause 16.1, or it secures such consent on the basis of a separate agreement with the author or a third party, and it submits such agreement to Customer without undue delay after the conclusion of the Contract.

16.3 Unless otherwise agreed in writing by the Parties, the licenses are granted as non-exclusive, transferable, irrevocable, perpetual and worldwide for the entire term of the proprietary rights to use the results of the Performance or any portion thereof through any medium, whether or not now known. In the event of a default by the Counterparty under the Contract (e.g. a breach of the obligation to deliver the Performance in accordance with the Contract) or in the event of termination of the Contract, Customer shall be entitled to make any modifications to the Performance or to grant a sub-licence or sub-licences of any part of the Performance under the rights granted under the Licence to a third party.

16.4 The price for the provision of licenses is included in the Price of the Performance.

16.5 The Counterparty agrees to indemnify Customer against all claims by third parties to the extent that they may be brought in the future on account of Customer's unauthorised use of the results of the Performance and to reimburse Customer for any fines, compensation, penalties, interest, damages or other sanctions

paid to third parties or imposed by public authorities in connection with such unauthorised use of the results of the Performance. The Counterparty further agrees to indemnify Customer for any fees, costs and other expenses incurred by Customer in connection with litigation or administrative proceedings arising out of the unauthorised use of the results of the Performance.

17. TERMINATION OF THE CONTRACT

- 17.1 The Contract may be terminated early by written agreement of the Parties.
- 17.2 Customer shall be entitled to withdraw from the Contract upon a material breach of the Contract by the Counterparty, whereupon the Contract shall terminate on the date of delivery of the withdrawal notice to the Counterparty, without any obligation to pay damages, if:
- a) the Counterparty has repeatedly or materially breached its contractual obligations,
 - b) the Counterparty fails to remedy the defects and deficiencies of the Performance even within an additional period of time specified by Customer,
 - c) the Counterparty shall be in default in the delivery of the Performance (or any part thereof) for more than 30 days, except in circumstances excluding the Counterparty's liability, and shall fail to comply with this obligation even within an additional period granted by Customer of not less than 15 days from the date of receipt of the written notice,
 - d) the Counterparty is insolvent, a petition for bankruptcy has been filed in respect of the Counterparty, bankruptcy has been declared over its assets or the petition for bankruptcy has been dismissed due to lack of assets, or the Counterparty has entered into liquidation or restructuring proceedings have been initiated,
 - e) The Counterparty has been entered on the list of debtors of the Financial Administration of the Slovak Republic, the Social Insurance Institution or health insurance companies.
- 17.3 The withdrawal from the Contract by Customer shall be without prejudice to Customer's right to assert its claims arising from the breach of the Contract, including claims for contractual penalties and damages, if any.
- 17.4 If Customer is in default in providing the clearly and specifically specified performance required by the Counterparty under the Contract and fails to provide such performance even within an additional period of time granted by the Counterparty of not less than 15 days from the date of receipt of a written request to provide the performance specified in the request, the Counterparty may withdraw from the Contract.
- 17.5 If Customer is in default in payment of the duly and timely delivered Performance invoiced by the Counterparty under the Contract for more than 30 days and fails to fulfil this obligation even within an additional period granted by the Counterparty of not less than 15 days from the date of receipt of a written demand for payment, the Counterparty may withdraw from the Contract.
- 17.6 Customer shall be entitled to terminate the Contract at any time without giving any reason within 30 days notice period, which shall commence on the day following the date of delivery of the notice to the Counterparty.

18. MISCELLANEOUS PROVISIONS

- 18.1 Each provision of these Terms and Conditions shall, insofar as possible, be construed so as to be valid, effective and enforceable under applicable law. However, to the extent that it would be invalid, ineffective or unenforceable under applicable law, the validity, effectiveness or enforceability of the remaining provisions of the Contract or these Terms and Conditions, which shall continue to be binding and in full force and effect, shall not be affected. In the event of such invalidity, ineffectiveness or unenforceability, the Parties agree to negotiate in good faith to agree upon such amendments or supplements to the Contract as are necessary to carry out the intent of the Contract and to replace the invalid, ineffective or unenforceable provisions of the Contract that are as close in meaning and purpose as possible to the meaning and purpose of the invalid, ineffective and unenforceable provisions of the Contract.
- 18.2 The information contained in the Contract, information exchanged between the Parties in connection with the Contract, the negotiations for its conclusion, as well as any information that constitutes a trade secret of either Party and has come to the knowledge of the other Party in connection with the performance of its obligations under the Contract, shall be strictly confidential and shall not be disclosed or otherwise communicated by the Party to a third party or used by the other Party contrary to its purpose for its own purposes without the prior written consent of the other Party. The foregoing limitations shall not apply to the disclosure of confidential information to the Party's advisers (e.g., auditors, lawyers), provided that such advisers are bound by confidentiality obligations at least to the extent set forth in this Clause. The Parties also acknowledge that it is not a breach of the provisions of this Clause to disclose confidential information at the request of a public authority and where the disclosure of confidential information to a

Party is required by a generally binding legal regulation or official decision. The obligation of confidentiality shall remain valid and effective after the termination and effectiveness of the Contract. In addition to complying with the above confidentiality obligations, when disclosing any information to third parties concerning the Contract or the other Party, the Party shall act with due care and reasonably so as not to prejudice, directly or indirectly, the reputation of the other Party, in order not to violate the rules on unfair competition within the meaning of the Commercial Code.

- 18.3 Any changes and amendments to the Contract must be in writing and signed by authorised representatives of both Parties.
- 18.4 Unless otherwise specified in these Terms and Conditions or the Contract, all notices, confirmations, notices and other submissions to be made in writing pursuant to these Terms and Conditions or the Contract shall be delivered by the Parties to each other by registered post or by courier or by email to the addresses specified by the Parties in the Contract, the Purchase Order and/or the Confirmation or later notified in writing to the other Party. Withdrawal from the Contract must be delivered to the Party exclusively by mail carrier or courier service. Documents which are served by mail carrier or courier service shall be deemed to have been delivered to the addressee on:
- a) the day of receipt of the letter,
 - b) the date of refusal to accept the letter by the addressee,
 - c) the third day after the letter is deposited at the post office,
 - d) the date of return of the letter to its sender, if the letter could not be delivered at the last known address of the addressee.

Documents delivered electronically to a Party's email address shall be deemed to have been delivered on the next Working Day following the day on which the email message is evidenced to have been sent, unless otherwise specified in these Terms and Conditions or the Contract.

If there is a change in a Party's registration or a change in a Party's information for tax purposes, or any other change in a Party's identifying information, the Party shall notify the other Party in writing of such change without undue delay.

- 18.5 The Counterparty is obliged to comply with the legal regulations in the field of technical safety, OHS, fire protection, public health, labour law, as well as internal rules and regulations of Customer, with which the Counterparty has been demonstrably acquainted, when providing the Performance to Customer.
- 18.6 These Terms and Conditions have been drawn up in Slovak and English and both texts are equally valid. In case of any contradictions between these versions, the Slovak version will prevail.
- 18.7 These Terms and Conditions, the Contract and the rights and obligations arising from them, including the assessment of their validity as well as the consequences of their possible invalidity, shall be governed by and construed in accordance with the substantive (material) law in force in the Slovak Republic, to the exclusion of its conflict of laws rules and the conflict of laws rules of international law.
- 18.8 In the event that the provisions of the Contract conflict with these Terms and Conditions, the provisions of the Contract shall apply and prevail.
- 18.9 The Parties agree that any disputes arising out of or in connection with the Contract which arise between them shall be settled by mutual agreement as a matter of priority. In the event that no agreement is reached between the Parties, disputes shall be finally determined by a general court of local jurisdiction in the Slovak Republic.
- 18.10 These Terms and Conditions are effective from 01 January 2026.