

**GENERAL BUSINESS TERMS AND
CONDITIONS OF PURCHASE OF
GOODS BY MENERT spol. s r.o.**

I General Provisions

1. MENERT spol. s r.o., having its seat at Hlboká 3, 927 01 Šaľa, company ID: 17 330 165, registered in the Commercial Register maintained by the Trnava District Court, Section: Sro, File No. 16641/T (hereinafter referred to as "**MENERT spol. s r.o.**" and/or "**Purchaser**") issues these general business terms and conditions (hereinafter referred to as "**GBTC**") in compliance with the provisions of Section 273 of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "**Commercial Code**").
2. These GBTC set out the rights and duties of the Parties of each Purchase Contract concluded pursuant to Section 409 of the Commercial Code by MENERT spol. s r.o. as the Purchaser and the other Party as the Seller (hereinafter referred to as the "**Seller**"), provided it is concluded
 - (a) in writing, or
 - (b) in the form of a written confirmation of the Purchaser's written order by the Seller or in the form of an implied confirmation of the Purchaser's written order by the Seller pursuant to paragraph 7 of this Article of these GBTC.
(*(a) and (b) shall be hereinafter referred to as the "**Purchase Contract**"*),
if they refer to these GBTC pursuant to paragraph 3 letter (a) of this Article hereof or if they are annexed to it in accordance with point 3 letter (b) of this Article hereof.
3. These GBTC are effective for a given Purchase Contract, if:
 - (a) they are referred to by the Purchase Contract concluded in writing and/or in the form of written order of the Purchaser, delivered to the Seller, which will be confirmed by the Seller in writing (and if such a written confirmation of order does not imply that the Seller wishes that these GBTC are not applicable to the respective contractual relationship), or with an implied confirmation (in accordance with paragraph 7 of this Article of these GBTC), or
 - (b) they shall be attached to the Purchase Contract concluded in writing and/or in the form of written order of the Purchaser,

which will be confirmed by the Seller in writing (and if such a written confirmation of order does not imply that the Seller wishes that these GBTC are not applicable to the respective contractual relationship), or with an implied confirmation (in accordance with paragraph 7 of this Article of these GBTC).

These legal acts imply that these GBTC are known in the given case to the Seller and that the Seller agrees that these GBTC apply to the Purchase Contract in question.

4. Pursuant to these GBTC, the Purchase Contract becomes valid:
 - (a) on the day a written copy of the Purchase Contract is signed (*designated usually as a "**Purchase Contract**" or a "**Framework Purchase Contract**"*) by both Parties; or
 - (b) on the day a written confirmation by the Seller is delivered to the Purchaser, by which the Seller accepts without any reservations the conditions proposed by the Purchaser in the written order delivered to the Seller;
 - (c) on the day of delivery of goods pursuant to paragraph 7 of this Article of these GBTC; and becomes effective on the day of validity, unless the Purchase Contract concluded in writing or the written order imply a later effective date.
5. In case of procedure pursuant to paragraph 4(b) of this article of the GBTC, the Seller, if they accept the order of the Purchaser, shall be obliged to immediately (no later than within 2 days) provide the Purchaser with a written confirmation of the order signed by a person authorized to act on behalf of the Seller. This obligation is also applicable when repeated orders are accepted. If no written confirmation of the Purchaser's order is delivered by the Seller to the Purchaser within the period of validity of the order stipulated in it, it shall be deemed that the order was not accepted by the Seller. After the expiry to no effect of the stipulated period of time, the Purchaser shall not be bound by their order.
6. Delivery of a copy of the Purchaser's order by the Seller to the Purchaser with a stamp of the Seller and signatures of persons authorized to act on behalf of the Seller, together with their name, surname and title, shall be considered as a written confirmation of an order as well.
7. If the Seller does not explicitly confirm the order within the period of time set out by

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

the Purchaser but delivers the goods specified in the order within the given period of time, it shall be considered that the such performance implies acceptance of all conditions specified in the order, its confirmation and agreement that these GBTC, if referred to in the written order or if attached to such a written order, shall be effective in relation to the respective contractual relationship.

8. Any Purchase Contract concluded in writing, any written order of the Purchaser or written confirmation of the Purchaser's order by the Seller must contain the basic identification data of the Parties as registered in the Commercial Register or in the Small-Trade Register or as registered in another register prescribed by law.
9. Unless specified otherwise in these GBTC, any provisions of the Purchase Contract concluded in writing or in written order confirmed by the Seller (written or implied confirmation) different from provisions hereof shall take precedence over these GBTC.
10. Unless the Parties agree otherwise in writing, the application of the general business terms and conditions of the Seller or of any other business terms and conditions is explicitly excluded in relation to the Purchase Contract.

II Subject Matter of Purchase Agreement

1. Subject matter of Purchase Agreement is the undertaking of the Seller to deliver the thing specified individually or by a reference to quantity and type (*hereinafter referred to as the "Goods"*) to the Purchaser and to transfer the respective ownership rights to such Goods to the Purchaser, and the Purchaser's undertaking to pay the purchase price to the Seller.
2. The Seller is obliged to deliver the goods to the Purchaser in compliance with the specifications agreed pursuant to the Purchase Contract concluded in writing and/or in the form of a confirmed written order.
3. Unless the Parties agree otherwise, the Seller is not entitled to perform the Purchase Contract in the form of partial performances. Delivery of incomplete quantity or of different goods than agreed by the Parties in the Purchase Contract concluded in writing and/or in the form of a confirmed written

order shall be considered as a material violation off the Purchase Contract and entitles the Purchaser to withdraw from the Purchase Contract.

4. The Seller is obliged to provide the Purchaser with the goods, documents related with the goods and to allow the transfer of the ownership title associated with the goods to the Purchaser, in accordance with the Purchase Contract and the Commercial Code.

III Purchase Price for the Goods and Payment Terms

1. The price of goods includes any costs of the Seller incurred in relation to the packaging of the goods, their transport to the place of delivery and other costs related to the delivery of the goods to the place of delivery.
2. The Purchaser is obliged to pay the purchase price only on the basis of an invoice issued by the Seller and delivered to the Purchaser. Documents proving the delivery of the goods within the meaning of the Purchase Contract, signed by both Parties, shall be attached to the invoice.
3. The Seller is obliged to deliver the invoice showing the agreed purchase price to the Purchaser within 7 days of the date of its issuance. The purchase price shall be payable within 90 days of the delivery of the invoice to the Purchaser. If the last day of the maturity period is, according to the Slovak calendar, a non-working day or a public holiday, the Seller shall accept the first subsequent business day as the day of settlement of a monetary liability, under the same agreed price and payment terms. The Parties explicitly declare that they agree with the maturity period of monetary liabilities without reservations, that the maturity period of monetary liabilities due by the debtor is not in gross disproportion to the rights and duties ensuing from the relationship to the Seller.
4. The day when the respective amount was debited from the Purchaser's bank account as part of its transfer to the Seller's account shall be considered as the day of settlement of the monetary liability.
5. Any Seller's invoice must be issued in accordance with the Purchase Contract and at the same time it must comply with all the requirements of a tax document and contain the information required by applicable

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

legislation, particularly by Act No. 222/2004 Coll., on value added tax, as amended (*hereinafter referred to as the "VAT Act"*) and Act No. 431/2002 Coll., on accounting, as amended. If an invoice is not issued in accordance with the Purchase Contract or if it does not comply with all the requirements of a tax document or does not include all the information required by the above-mentioned legislation, the Purchaser is entitled to return the invoice to the Seller, without settling the invoiced amount. By a justified return of an invoice, its maturity period is suspended and starts to run again from the day when a new (corrected) invoice complying with the above-mentioned legislation and these GBTC is delivered to the address of the registered seat of the Purchaser.

6. Invoices shall be nominated in Euros. Payments of liabilities of both Parties shall be performed in Euros.
7. Bank account details in the form of ABO, IBAN and SWIFT (BIC), specified in the invoice must be identical to the bank account details specified in the Purchase Contract. Otherwise the Purchaser is entitled to pay the invoiced sum to the bank account specified in the invoice. In case that any bank account information specified in the ABO, IBAN and SWIFT (BIC) format is incorrect or if bank account information in the ABO, IBAN and SWIFT (BIC) format is specified differently in the Purchase Contract and in any invoice issued by the Seller, the Purchaser shall not be liable for any damages that might occur in relation to incorrect remitting of a payment; if the error results in the Purchaser's loss, the Purchaser shall be entitled to claim damages against the Seller who caused the damage, to the full extent and in the form of an issued invoice.
8. A written document must be attached to each invoice confirming the takeover of the goods by the Purchaser or the respective transport documents; in case of import of the goods from a third country (i.e. countries that are not EU Member States), a customs declaration for the release of the goods must be attached as well.
9. If the Seller has a bank account in the Slovak Republic: Bank fees of the Purchaser shall be borne by the Purchaser, bank fees of the Seller shall be borne by the Seller. If the Seller has a bank account

abroad: Bank fees within the territory of the Slovak Republic shall be borne by the Purchaser, bank fees abroad shall be borne by the Seller. In case of violation of a contractual provision related to the payment, all the bank fees shall be borne by the Party that caused the violation.

10. In settling their tax-related obligations, the Parties shall proceed in accordance with the legislation valid and effective in the Slovak Republic; any possibility of an assumption of a tax liability for a business partner is hereby excluded.
11. The Parties undertake to accept any changes in legislation of the Slovak Republic, including changes to tax laws, that might concern the Purchase Contract and they shall observe their application during their period of effectiveness. The Seller undertakes to consult any changes in their relationship to tax liabilities due to the Slovak Republic immediately with the Purchaser and to provide the Purchaser with all source documents needed for a due settlement of their tax liabilities if requested to do so.
12. The Seller is entitled to assign to any third-party receivables due by the Purchaser resulting from the Purchase Contract only with a prior written consent of the Purchaser.
13. In case that the Purchaser shall be in delay with the settlement of the purchase price, the Seller shall be entitled to claim the payment of the default interest amounting to 0.02% of the outstanding amount for each day of delay (even incomplete), but no more than the total amount of 10% of the outstanding amount.

IV Liability for the Value Added Tax

1. The Seller who is a registered payer of the Value Added Tax (*hereinafter referred to as the "VAT" only*) pursuant to the VAT Act declares that as at the date of conclusion of the Purchase Contract:
 - The Seller is aware of their obligation to duly pay the VAT to the tax administrator;
 - The Seller shall duly, in timely manner and in the correct amount pay the VAT from the transaction in question;
 - The Seller is in good standing and does not represent person, in relation to whom an enforcement proceedings,

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

- bankruptcy or restructuring proceedings is taking place;
- The Seller does not have any litigation, where a potential loss would result in a liability that could not be fulfilled or that would lead to the Seller's economic instability;
 - The Seller is not a company in crisis (pursuant to Section 67a of the Commercial Code), is not in liquidation and is not a person endangered by bankruptcy or restructuring proceedings;
 - The Seller fulfils all their payable liabilities duly and in a timely manner;
 - No reasons for the cancellation of the registration for the value added tax pursuant to the second point in Section 81(4)(b) of the VAT Act occurred in relation to the Seller;
 - The Seller is not included in the respective published list of VAT payers for whom reasons for the cancellation of the registration for the value added tax occurred, maintained by the Financial Directorate of the Slovak Republic, in accordance with Section 81(4)(b) and Section 69(15) of the VAT Act (*hereinafter referred to as the "List"*).
2. If at any time after the conclusion of the Purchase Contract and before its expiry:
- (a) In relation to the Seller, reasons for the cancellation of the registration for the value added tax pursuant to the second point in Section 81(4)(b) of the VAT Act occur and/or the Seller shall be published in the respective List; or
 - (b) Statutory body, member of a statutory body or the Seller's partner becomes the statutory body, member of the statutory body or a partner of the Purchaser, except for the case when the Seller is a VAT payer, in which the Purchaser has a direct equity share or when the Seller is a VAT payer who has a direct equity share in the Purchaser; or
 - (c) The Seller enters in liquidation, a bankruptcy proceedings or a restructuring proceedings are commenced in relation to the Seller;
- the Seller undertakes to notify the Purchaser of this fact within 3 days of occurrence of such a fact. If the Seller does not notify the Purchaser of occurrence of any of the facts specified in points (a), (b) and (c) of this paragraph of these GBTC within the required period of time, the Purchaser shall be entitled to claim a payment by the Seller of a contractual penalty of 30% of the agreed purchase price, exclusive of VAT. The Seller is obliged to pay the contractual penalty charged by the Purchaser to the Purchaser. Payment of the contractual penalty is without prejudice to the Purchaser's rights to claim damages in full. If at any time after the conclusion of the Contract and before the expiry of the Contract any of the situations specified in points (a), (b) or (c) of this paragraph of the GBTC above occurs, the Purchaser shall be entitled to retain the purchase price or a portion of the purchase price invoiced by the Seller pursuant to the Purchase Contract amounting to the value added tax specified in the respective invoice (*hereinafter referred to as the "Unpaid Portion of the Purchase Price"*). In relation to the Unpaid Portion of the Purchase Price, the Purchaser shall not be in delay and shall not violate the Purchase Contract if the Unpaid Portion of the Purchase Price settles or uses in accordance with the provisions of this point of these GBTC.
3. The Purchaser shall pay to the Seller the Unpaid Portion of the Purchase Price immediately after the Seller demonstrates to the Purchaser that the VAT shown on the respective invoice issued to the Purchaser in accordance with the respective Purchase Contract was paid in full to the respective tax office. The provisions of the point 2 of this article of these GBTC, and the right of the Purchaser to claim contractual penalty and to retain, use and settle an Unpaid Portion of the Purchase Price in particular, apply specifically to each Purchase Contract concluded by the Seller and the Purchaser, effective during the period of occurrence of circumstances specified in paragraph 2 of this Article of these GBTC.
4. If the tax office decides that the Purchaser, as the liable party, is obliged to pay the VAT not paid by the Seller (*hereinafter referred to as the "unpaid VAT"*), the Purchaser shall immediately notify the Seller in this regard. Immediately, in any case no later than within 3 days of the delivery of the Purchaser's notice pursuant to the preceding sentence, the Seller shall provide the Purchaser with all information and documents that allow to raise objections

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

against the liability of the Purchaser as the liable party to pay any unpaid VAT to the tax office. Documents allowing to raise objections against the Purchaser's obligation, as the liable party, to pay VAT unpaid by the Seller to the tax office, must be provided by the Seller to the Purchaser as originals or their officially verified copies.

5. If the tax office decides that the Purchaser, as the liable party, is obliged to pay the VAT unpaid by the Seller, the Purchaser shall be entitled to use the retained part of the purchase price to settle such unpaid VAT. The Purchaser, as the liable party, shall be entitled to pay the VAT unpaid by the Seller on the basis of the decision issued by the tax office, using any retained part of the purchase price, including any Unpaid Portions of the Purchase Price from other invoices issued by the Seller to the Purchaser, even under other Purchase Contracts concluded by the Purchaser and the Seller. The Purchaser is entitled but not obliged to exercise any corrective measures against the decision of the tax office on the Purchaser's obligation, as the liable party, to pay any VAT unpaid by the Seller. If the Purchaser decides to exercise any corrective measure, the Seller shall be obliged to provide the Purchaser with any necessary assistance. The Purchaser shall inform the Seller of any use of the respective Unpaid Portion of the Purchase Price for a payment of VAT unpaid by the Seller. The Seller shall not be entitled to obtain the Unpaid Portion of the Purchase Price used by the Purchaser in accordance with this paragraph of these GBTC. The Purchaser is entitled to proceed in accordance with this point of these GBTC, disregarding of any notification pursuant to the preceding paragraph of these GBTC.
6. If the Purchaser, as the liable party, pays the VAT unpaid by the Seller to the tax office and if it will not be possible for the Purchaser to use the Unpaid Portion of the Purchase Price for these purposes, a receivable due by the Seller in the amount equal to the paid tax shall be recorded by the Purchaser (*hereinafter referred to as the "Receivable"*). The Purchaser shall inform the Seller about any payment of VAT due to the Purchaser's liability for the Seller without using the Unpaid Portion of the Purchase Price. The Receivable arising

from such a case shall become payable on the day following the date when the paid tax was debited from the Purchaser's account. The Purchaser is entitled to unilaterally set off the Receivable against any receivable(s) due by the Purchaser to the Seller, disregarding the fact whether or not such receivables are payable. The Purchaser is also entitled to enforce the payment of the Receivable by the Seller using all legal means. To avoid any doubts, the Seller is not entitled to unilaterally set off the Unpaid Portion of the Purchase Price against the Receivable or against any other receivables due by the Seller to the Purchaser and the Seller is not entitled to assign the receivable consisting of the Unpaid Portion of the Purchase Price to any third party without a prior written consent of the Purchaser.

7. Provisions of this Article of the GBTC take precedence over any diverging provisions of the Purchase Contract and remain valid in case of the termination of the Purchase Contract; the Parties hereby exclude the applicability of the provisions of Section 273(2) of the Commercial Code in relation to this point. The Parties explicitly exclude any entitlements of the Seller, as the debtor, pursuant to the provisions of Section 309 of the Commercial Code, to raise objections against the Purchaser, as the liable party, if the Purchaser settles the VAT unpaid by the Seller without the knowledge of the Seller.

V Terms of Delivery

1. The Seller is obliged to deliver the goods to the Purchaser to the place of destination agreed in accordance with the Purchase Contract, in the required quantity, quality, form and period of time, within the scope of parity agreed in accordance with the conditions of INCOTERMS 2010. If no place of destination is agreed in the Purchase Contract, the Seller is obliged to deliver the goods to the place of registered seat of the Purchaser. Delivery of goods, as used in this paragraph of these GBTC, means the legal act of the Seller by which the Seller complies with their obligation to provide the agreed goods to the Purchaser without any defects and in timely manner, in compliance with the agreed terms of delivery.
2. The Seller is obliged to deliver the goods in time, i.e. within the agreed delivery period,

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

and is obliged to notify the Purchaser in writing (by fax or e-mail) of the delivery on the day preceding its despatch.

3. The Purchaser is not obliged to accept the goods before the agreed delivery period.
4. Non-compliance with the delivery period shall be considered as material violation of the Purchase Contract. In case of any delay of the Seller with the delivery of the goods, the Purchaser shall be entitled to withdraw from the Purchase Contract. The Purchaser shall be also entitled to apply sanctions against the Seller, in accordance with these GBTC and the Purchase Contract.
5. If the Seller is unable to comply with the agreed period for the delivery of the goods, they must immediately notify the Purchaser of this fact in writing (by fax/e-mail). Such a notification must specify the reasons of the delay and the proposed new delivery period. In case of violation of this duty, the Seller shall be responsible for any damages and costs incurred by the Purchaser in connection therewith.
6. The Purchaser shall inform the Seller in writing (by fax/e-mail) immediately after the delivery of a notice pursuant to paragraph 5 of this Article of these GBTC, in any case no later than within 24 hours, whether or not the Purchaser requires the delayed performance or whether the Purchaser intends to exercise their right to withdraw from the Purchase Contract. If the Purchaser, after withdrawing from the Purchase Contract, carries out a purchase of goods as a replacement of the goods, to which the Purchase Contract related, the Seller shall be obliged to compensate the Purchaser for any loss caused by the difference between the purchase price specified within the Purchase Contract and the purchase price agreed in the substitute transaction. This is without prejudice to the right to claim any increased damages.
7. The Seller is obliged to pack the goods or to dispatch the goods in a manner agreed in accordance with the Purchase Contract.
8. If the goods are to be delivered to the Purchaser by post, the Seller is obliged to insure the consignment for the value of the goods as a minimum.
9. If the Seller ensures the transport of the goods to the Purchaser, the Seller or the carrier designated by the Seller shall be obliged to present the identity document of the driver of the truck delivering the goods,

before entering the place of delivery (the Purchaser's premises), in order to ensure his/her identification, on the request of the responsible employee of the Purchaser. If the delivery truck driver does not present his/her identity document, the Purchaser is entitled to refuse to take over the goods and such act shall not be considered as a violation of the Purchaser's duty and shall not imply any entitlements of the Seller to claim damages. At the same time, the Seller shall be liable for any damage incurred by the Purchaser as a result of the violation of this obligation of the Seller.

VI Transfer of the Risk of Damage to the Goods and Acquisition of Ownership Title to the Goods

1. The ownership title to the goods and the risk of damage to the goods shall pass to the Purchaser at the moment of their takeover of the goods, in the agreed place of delivery of the goods.

VII Takeover of the Goods

1. The takeover of the goods must be confirmed on a written delivery document (e.g. a delivery note, takeover report), which must be presented by the Seller to the Purchaser upon the delivery of the goods. This delivery document must contain the identification data of the Seller and the Purchaser, specification (number) of the Purchase Contract concluded in writing and/or confirmed written order, name and type of the delivered goods (including their specifications), quantity of the delivered goods, delivery terms, date of takeover of the goods, legible names, surnames and signatures of persons acting on behalf of the Parties or their substitutes acting for the purposes of this delivery, stamps of the Parties and/or specification of any apparent defect of the goods identified upon their takeover. This delivery document signed by persons authorized to act on behalf of the Parties, or to represent the Parties, shall be a proof of the delivery of the goods.
2. No later than during the takeover of the goods by the Seller, the Seller shall be obliged to hand over the documents needed for the takeover and use of the goods to the Purchaser, together with any other documents set out in the Purchase Contract.

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

3. If required by legislation or if agreed in the Purchase Contract, the Seller shall be obliged to present a certificate of conformity of the technical properties of the product with the respective regulations to the Purchaser, no later than upon the takeover of the goods by the Purchaser, or another document proving the conformity of the goods' properties with the requirements of mandatory of technical regulations (technical documentation, safety data sheets, etc.).
4. The Seller shall be obliged to subject the goods to tests or technical inspection, before they are delivered to the Purchaser (*hereinafter referred to as the "Tests"*) in order to identify whether or not the goods comply with quality and other requirements and with the conditions set out in the Purchase Contract. The Seller is obliged to present the result of tests to the Purchaser no later than on the takeover of the goods by the Purchaser.
5. If the Parties have agreed that the Purchaser is entitled to be present when the Tests of the goods are being conducted, the Seller is obliged to notify the Purchaser of the place and date of performance of the Tests of the goods no later than 14 days before the planned date of performance of the Tests.
6. If the Purchaser or a person authorized by the Purchaser does not arrive in the specified time for the performance of the Tests, the Seller shall be entitled to carry out the Tests without the presence of the Purchaser; in such a case, the Seller is obliged to inform the Purchaser about the result of the Tests without any undue delay.
7. Costs associated with the performance of the Tests of the goods shall be borne by the Seller.
8. Costs associated with the participation of the Purchaser or a person authorized by the Purchaser in testing shall be borne by the Purchaser. If the Tests do not take place within the agreed period of time due to reasons attributable to the Seller or if the result of the Test is negative, the Seller is obliged to cover all the costs demonstrably incurred by the Purchaser in this regard.
9. Performance of the Tests with the presence of the Purchaser does not relieve the Seller of the liability for defects identified after the delivery of the goods and does not replace any final technical inspection performed by the Seller.
10. Furthermore, the Parties have agreed that the Purchaser is entitled to return unused goods to the Seller at any time and the Seller undertakes to take the goods over and to issue a credit note for the returned unused goods to the Purchaser at their own cost (i.e. the costs of takeover and the costs of transport), while the price of such returned unused goods shall amount to at least 80% of the price of the returned goods. A handover report shall be written down on the handover and takeover of the goods.

VIII Defects of the Goods and Claims of Defects of the Goods

1. The Seller is obliged to deliver the goods in the amount, quality and form specified in the Purchase Contract and to provide the Purchaser with all documents needed for a due use of the goods. Otherwise the goods are defective and the Seller is liable for the defects of the goods according to the provisions of Section 422 et seq. of the Commercial Code.
2. The Seller is responsible for an absence of any legal defects of the goods and that no third parties may exercise any claims as a result of any infringement or any threat of copyright, trademark protection or other similar rights. The Seller is responsible for any legal defects of the goods in accordance with Section 433 et seq. of the Commercial Code.
3. The Seller shall be responsible for any defects present at the goods in the moment when the risk of damage to the goods passes to the Purchaser, even when the defect becomes apparent only later.
4. The Seller shall be also responsible for any defect that becomes apparent on the goods after the time specified in point 3 of this Article of these GBTC, if such a defect occurs in connection with any act of the Purchaser (e.g. defects that occur due to a damage to the goods by the Purchaser, their employee or any other person or as a consequence of any act of the Purchaser, their employee or another person) in compliance with the user guide for the goods, which is a part of the documentation handed over by the Seller to the Purchaser together with the goods and/or in compliance with other documents received by the Purchaser from the Seller in

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

- connection with the performance of the subject matter of the Purchase Contract.
5. Delivery of goods with any defects and/or legal defects shall be considered as a material violation of the Purchase Contract; in such a case, the Purchaser shall be entitled to:
 - (a) Require a removal of the defects by delivering substitute goods, delivery of missing goods and removal of the legal defects; or
 - (b) Require a removal of defects by repairing the goods, if the nature of the defects allows so; or
 - (c) Require a reasonable discount from the purchase price; or
 - (d) Withdraw from the Purchase Contract.
 6. Choice among these options is in the Purchaser's discretion. The respective choice must be notified by the Purchaser to the Seller by a written notice of defects delivered in a timely manner without any undue delay. No exercised claim may be changed by the Purchaser without the Seller's consent. If it turns out, however, that the defects of the goods cannot be repaired or that their repair implies unreasonable costs, the Purchaser may require the delivery of substitute goods, if they require the Seller to do so without any undue delay after the Seller's notification of this fact. If the Purchaser does not disclose their preference within the period of time specified in paragraph 5 of this article of these GBTC, the entitlements of the Purchaser related to defects of the goods shall be similar to those relating to non-material violation of the Purchase Contract (Section 437 et seq. of the Commercial Code).
 7. In addition to any defects of the goods pursuant to paragraph 5 of this article of these GBTC, the Purchaser shall be entitled to claim damages and any agreed contractual penalty.
 8. Until the moment of removal of defects of the goods and/or any legal defects of the goods, the Purchaser shall not be liable to pay the purchase price for the defective goods to the Seller.
 9. The Seller shall bear all costs associated with the removal of defects of the goods and/or legal defects of the goods, including but not limited to any costs of work associated with their removal, costs of acquisition of substitute goods, costs of acquisition of any missing goods, related transport costs as well as any other extra costs incurred by the Purchaser in this regard. The Seller shall be obliged to indemnify the Purchaser in relation to any costs incurred by the Purchaser in connection with the provision of assistance when removing defects of the goods and/or legal defects of the goods.
 10. If the Purchaser selects delivery of substitute goods as the way of removal of defects and/or legal defects of the goods, delivery of any missing goods or any removal of legal defects of the goods in accordance with paragraph 5(a) of this article of these GBTC, the Seller is obliged, without any undue delay and in any case no later than within 5 days of the date of delivery of the written notice of the Purchaser, to remove the defects in the way as requested.
 11. If the Seller does not remove the defects and/or the legal defects of the goods within the period of time pursuant to paragraph 10 of this article of these GBTC or if the Seller declares before the expiry of the period of time that they shall not remove the defects, the Purchaser is entitled to:
 - (a) Withdraw from the Purchase Contract or
 - (b) Request a reasonable discount from the price.
 12. Choice between the entitlements specified in paragraph 11 of this article of these GBTC is in the Purchaser's discretion. The Purchaser is obliged to notify the Seller in writing of their choice immediately after the expiry to no effect of the period of time for the removal of defects and/or legal defects of the goods specified in paragraph 10 of this article of these GBTC, in any case no later than within 5 days of the expiry to no effect of this period.
 13. In addition to any entitlements of the Purchaser pursuant to paragraph 11 of this article of these GBTC, the Purchaser shall be entitled to claim damages and any agreed contractual penalty.
 14. If the Purchaser requires a discount from the purchase price pursuant to this article of these GBTC, the determination of the amount of discount from the price shall be based primarily on the assessment of the following facts:
 - (a) Costs and time to be dedicated by the Purchaser for activities necessary to make the goods free of defects;

- (b) Value of defective goods;
- (c) Importance of the goods for the economic or business activities of the Purchaser;
- (d) Amount of damages that might be incurred by the Purchaser as a consequence of the defect or legal defect of the goods;
- (e) Any other extra costs incurred by the Purchaser as a consequence of the use of the goods with the defect and/or legal defect disclosed by the Purchaser together with the amount of the required discount in writing to the Seller; the Seller is obliged to provide the Purchaser with the discount corresponding to this paragraph without any undue delay and in any case no later than within 10 days of the delivery of the notice of defects. The amount of discount within the meaning of this paragraph of these GBTC may be further discussed by the Parties, but the request for any such negotiation must be delivered by the Seller to the Purchaser no later than within the period of set out in the preceding sentence.

15. If the Seller does not provide the Purchaser with the requested discount pursuant to paragraph 14 of this article of these GBTC, not even on the basis of additional negotiation between the Parties within 10 days from the date of delivery of the notice of defects to the Seller, the Purchaser shall be entitled to withdraw from the Purchase Contract. In addition to this requirement, the Purchaser shall be entitled to claim damages and the agreed contractual penalty.

IX Quality Warranty

1. The Seller provides a quality warranty to the Purchaser, by which the Seller accepts liability for the duration of at least 24 months from the delivery to the Purchaser that the delivered goods shall be fit for use for the agreed or common purposes and that the goods shall maintain the agreed or common properties.
2. The warranty period is suspended during any period when the Purchaser cannot use the goods due to their defects, for which the Seller is liable.
3. The defects of the goods covered by the warranty are also subject to the provisions of Sections 426 through 428 and 436 through 441 of the Commercial Code, unless these GBTC imply a different arrangement of these legal provisions.

X Risks Related to the Goods and Environmental Protection

1. If the goods include substances that have one or more dangerous properties, the Seller is obliged to provide the respective documentation describing the risks resulting from their use, identifying the respective dangers and specifying measures to ensure safe handling, storage and transport of such substances, particularly in terms of human health protection.
2. The Seller is obliged to provide the Purchaser with the respective information on risks related to the use of the goods within the specified conditions of operation and use, including any information on the manner of protection against such risks, and to carry out measures resulting from special regulations to ensure safety, protect health as well as in terms of fire protection.
3. If the subject matter of the Purchase Contract is the delivery of goods containing chemicals or mixtures, the Seller is obliged to provide the Purchaser with the material safety data sheet conforming to any special legislation. Packaging of the goods delivered must conform to provisions of Act No. 79/2015 Coll., on waste, as amended.

XI Prohibition of Illegal Employment

1. The Seller declares that:
 - (a) As at the date of signing of the Purchase Contract the Seller does not employ any natural persons participating in the provision of services to the Purchaser pursuant to this Purchase Contract, i.e. that the Seller does not utilize dependent activity of a natural person without an appropriate labour relationship and/or in relation to whom the Seller did not comply with their obligation pursuant to Section 231(1)(b) of Act No. 461/2003 Coll., on social insurance, as amended by Act No. 82/2005 Coll., or dependent activity of a national of a third country, in relation to whom the conditions for his/her employment pursuant to Section 21(1) of Act No. 5/2004 Coll., on employment services, amending and supplementing certain acts, as amended, were not fulfilled and/or who resides in the territory of the Slovak Republic in violation with special regulations (Act No. 404/2011 Coll., on

residence of foreign nationals, amending and supplementing certain acts, as amended by Act No. 75/2013 Coll., Act No. 480/2002 Coll., on asylum, amending and supplementing certain acts, as amended);

(b) The Seller guarantees that any third party participating in the provision of services pursuant to the Purchase Contract to the Purchaser shall employ illegally (in the meaning of the facts specified in point (a) of this article of these GBTC) no natural persons participating in activities pursuant to the Purchase Contract;

(c) The Seller is aware of the consequences of the falsity of any of the above declarations related to the illegal employment pursuant to Act No. 82/2005 Coll., on illegal work and illegal employment, amending and supplementing certain acts, as well as of any failure to observe the mandatory legislation, valid and effective in the territory of the Slovak Republic.

(d) In case of any illegal employment (as defined under point (a) of this Article of the GBTC) by the Seller or by any third party participating in the provision of services to the Purchaser pursuant to the Purchase Contract, the Seller shall be obliged to notify the Purchaser of such a fact immediately and to perform any measures to eliminate the problem;

(e) The Seller is aware of their obligation to immediately provide the Purchaser on their request (in case of any doubts of the Purchaser) with any documents and personal data of natural persons, to the necessary extent, through whom the Seller provides services pursuant to the Purchase Contract, that are needed for the Purchaser to verify whether or not the Seller and/or any third party participating in the provision of services to the Purchaser pursuant to the Purchase Contract does not violate the prohibition of illegal employment.

2. Within 7 working days of the delivery of the written Purchaser's request, the Seller undertakes to indemnify the Purchaser for any costs associated with any imposed penalty for the violation of the prohibition to accept any service provided by the Seller through a natural person employed illegally by the Seller or by any third party participating in the performance pursuant to the Purchase Contract.

3. The Parties have agreed that if it is proved that the Seller's declaration is not true and/or their contractual obligations specified in paragraph 1(a) through (e) of this article of these GBTC have been violated, the Purchaser shall be entitled to withdraw from the Purchase Contract. This is without prejudice to the Purchaser's right to claim damages.

XII Sanctions

1. If the Seller is in delay with the delivery of the goods pursuant to the Purchase Contract (does not goods within the agreed period of delivery), the Purchaser shall be entitled to request that the Seller pays the contractual penalty amounting to 0.5% of the total purchase price of the goods not delivered in time (exclusive of VAT), for each day of delay (even incomplete). The same applies to cases of failure to deliver or late delivery of documents needed to take over or use the goods or other documents that must be presented by the Seller to the Purchaser pursuant to the Purchase Contract.
2. Payment of the contractual penalty pursuant to paragraph 1 of this article of these GBTC does not relieve the Seller of the obligation to deliver the goods and the documents relating to the goods pursuant to these GBTC and/or Purchase Contract.
3. If the Seller violates their obligations set out in Article XIII of these GBTC, the Purchaser shall be entitled to claim a payment of a contractual penalty of EUR 1000 by the Seller for each individual violation.
4. If the Seller is in delay with the removal of any defects and/or legal defects of the goods, the Purchaser shall be entitled to claim a payment of a contractual penalty of EUR 500 by the Seller for each day of delay (even incomplete).
5. The Seller is obliged to pay any contractual penalty claimed by the Purchaser within three days of delivery of a written request of the Purchaser to the Seller, by which the Purchaser exercises such a claim.
6. Payment of contractual penalties pursuant to these GBTC or those agreed in the Purchase Contract is without prejudice to the entitlement to claim damages caused by the Seller's failure to observe their contractual obligations.

XIII Confidential Information

1. Any data, information or documents provided to the Seller or acquired by the Seller in any manner in connection with the conclusion and/or performance of the Purchase Contract, shall be handled by the Seller as confidential information and/or information representing business secret (if they comply with the requirements pursuant to Section 17 of the Commercial Code).
2. The Seller undertakes to handle such data, information or documents observing the principles of their protection and confidentiality and may not disclose such data, information or documents to third parties, including own employees not participating in the performance of the Purchase Contract, unless the Purchaser has given a prior written consent therewith.
3. Without a prior written consent of the Purchaser, the Seller is not entitled to disclose that the Purchase is their trading partner and/or to use the business name or logo of the Purchaser for the purposes of self-promotion or promotion of own activities or in public or media announcements, disregarding of their form.

XIV Termination of Contractual Relationship

1. The Parties are entitled to terminate the Purchase Contract on the basis of their written agreement.
2. Each Party may withdraw from the Purchase Contract pursuant to Section 346(1) of the Commercial Code for a non-material violation of a contractual obligation by the other Party, if the other Party fails to comply with their contractual obligation even after being requested to do so in writing, during a reasonable grace period of 10 days.
3. Any Party may withdraw from the Purchase Contract in accordance with Section 345 of the Commercial Code due to any material violation of a contractual obligation by the other Party.
4. In particular, material violation of a contractual obligation of the Seller means:
 - (a) Delay with the delivery of the goods;

(b) Non-compliance with the agreed period for removing defects of the goods and/or legal defects of the goods;

(c) Violation of business secrets or confidentiality obligation;

(d) Acting in violation of fair trading principles, performing of any unfair business practice, acting in violation of competition legislation;

(e) Acting in a manner harming the reputation of the Purchaser and/or the Purchaser's legitimate interests;

(f) Violation of another contractual obligation that fulfils the conditions for a withdrawal from the Purchase Contract pursuant to these GBTC.

5. Material violation of a contractual obligation of the Purchaser means:

(a) Delay with the payment of the purchase price for a duly and timely delivered goods for more than 90 days;

(b) Violation of another contractual obligation that fulfils the conditions for a withdrawal from the Purchase Contract pursuant to these GBTC.

6. At the same time, the Purchaser is entitled to withdraw from the Purchase Contract if proposal is submitted against the Seller commencing bankruptcy or restructuring proceedings in relation to the Seller, or if a bankruptcy is declared in relation to the Seller's assets or if the Seller's restructuring is allowed and/or if the Seller enters into liquidation.

7. Legal effects of withdrawal from the Purchase Contract occur on the date of delivery of the notice of withdrawal from the Purchase Contract to the other Party. Withdrawal from the Purchase Contract by the Purchaser is without prejudice to the Purchaser's right to claim damages and/or agreed contractual penalty.

XV Circumstances Excluding Liability

1. Circumstances excluding liability include any obstacles that occurred independently of the will of the liable party and prevents them to fulfil their obligations, if it cannot be reasonable expected that the liable party could avert or overcome such an obstacle or its consequences, or that it could expect such an obstacle at the time of occurrence of the liability (such obstacles include but

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

- are not limited to: natural disasters, wars, military operations of various types, rebellions, civil commotions, sabotage, revolutions, pirate acts, explosions, fires, floods, general strikes, blockages, official interventions of legal or illegal nature and terrorism).
2. Liability cannot be excluded by any obstacle that occurred when the liable party was already in delay with their fulfilment of which is a result of their economic standing.
 3. No Party can bear responsibility for non-compliance with their obligations ensuing from the Purchase Contract, if it can be proved that the failure to perform is a consequence of exceptional, unexpected and unescapable circumstances, when neither the respective obstacles nor their consequences could be reasonable expected when concluding the Purchase Contract, neither the obstacles nor their consequences could not be averted, avoided or overcome.
 4. Unexpected and unescapable obstacles do not include those that were caused by non-awarding of official permits, licences or other authorizations to the liable party.
 5. The Party that violated their obligation or that should be aware that, taking into account all the circumstances, they shall violate their obligation resulting from the relationship, is obliged to notify the other Party of the nature of the obstacle preventing them to fulfil their obligation as well as of its consequences. Such a disclosure must be made without any undue delay after the liable party becomes aware of the obstacle or should become aware exercising a due care. Non-compliance with this disclosure obligation shall result in the liability of the liable party for any damages that could be prevented by a timely disclosure.
 6. Effects of circumstances excluding liability are limited to the period of duration of the related obstacle.
 7. Circumstances excluding liability relieve the liable party from the obligation to pay damages, contractual penalty and/or other agreed sanctions.
 8. Performance period shall be prolonged by the duration of the circumstances excluding liability so that they are acceptable for the entitled party. During such a period, the right of the entitled party (if any) to withdraw from the contract shall be withheld.

9. If the circumstances excluding liability last for more than 1 month, any of the Parties is entitled to withdraw from the Purchase Contract.

XVI Final Provisions

In case that any of the provisions of the Purchase Contract, order or these GBTC is or later becomes in any way invalid, ineffective, illegal or unenforceable, the validity, legality or enforceability of other provisions of the Purchase Contract, order or these GBTC shall not be affected in any way.

1. The Purchase Contract may be amended or cancelled by a written agreement of the Parties only.
2. These GBTC are published on the website of the Purchaser www.menert.sk
3. Legal relationships and duties of the Parties arising from the Purchase Contract and/or written Purchaser's order not dealt with in the Purchase Contract and/or the Purchaser's order shall be governed by the legislation valid and effective in the Slovak Republic, primarily by the provisions of the Commercial Code.
4. To avoid any doubts, the Purchaser retains all rights resulting from valid and effective mandatory legislation; individual claims arising from the Purchase Contract and/or the order, these GBTC or any valid and effective mandatory legislation may be enforced independently of each other. Any delay in exercising of or any failure to exercise any of the rights of the Purchaser arising from the Purchase Contract, order, these GBTC or any valid and effective mandatory legislation shall not be considered as a waiver of such a right and shall not result in the cessation of such a right.
5. For any disputes arising from the Purchase Contract or in connection therewith, or from its violation, cancellation, cessation or invalidity, the Parties have agreed to exert any effort, in good faith, to resolve such disputes amicably based on negotiations on the disputed claims. If no such resolution concerning disputed claims can be achieved, each Party is entitled to forward a dispute to a competent court in the Slovak Republic.
6. The Parties have agreed that courts of the Slovak Republic shall have exclusive jurisdiction over resolution of any disputes

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

arising from the Purchase Contract or in connection therewith, including but not limited to any disputes on the validity, interpretation and cancellation of the contract or the order; any dispute that could not be resolved amicably by the Parties shall be submitted to:

1. Galanta District Court as the Slovak locally competent court for the Purchaser, if the Seller's registered seat or place of business is located outside of the Slovak Republic; or
2. to a Slovak court with substantial and local jurisdiction pursuant to Act No. 160/2015 Coll., the Civil Dispute Code, as amended, if the Seller's registered seat or place of business is located in the territory of the Slovak Republic.

Application of any provisions on conflicts of law of any bilateral and/or multilateral international treaties and/or agreements included in the legislation of the Slovak Republic is hereby excluded.

7. No rights, claims or obligations arising from the Purchase Contract and/or order may be transferred, assigned or disposed in any way by the Seller to a third party without a prior written consent of the Purchaser.
8. By concluding the Purchase Contract, the Seller declares in accordance with the provisions of Section 401 of the Commercial Code that the time of expiration of the Purchaser's rights is hereby prolonged to ten years from the moment it starts to run for the first time.
9. The Parties agree, in a binding manner and without reservations, that all acts carried out and sent to each other by the Parties through electronic mail (e-mail) that will provide a permanent and trustworthy record of an agreement, shall be considered by the Parties as accepted as legally permissible and binding, validly concluded, effective and having the written form.
10. If the Purchase Contract, these GBTC or any applicable and effective mandatory legislation requires a delivery of a written document to the other Party, such documents shall be delivered to the addresses of the Parties specified in the Purchase Contract, order or a confirmation of an order, or to a different address demonstrably notified at least 14 days in advance to the other Party as the address for

delivery of documents; to avoid any doubts, the address of the registered seat / place of business of a Party registered in the Commercial Register or in the Small-Trade Register in the time of despatching of the document shall be considered as the delivery address. The obligation of delivery of a document shall be deemed fulfilled in the moment when the other Party receives the document or when the post or courier service returns it to the sender as undeliverable consignment. Effects of delivery occur on the date of return of the consignment to be delivered even when the delivery of the document was made impossible by an act or omission of the Party to whom the document is to be delivered, as well as in the case when the Party rejects to accept the document.

11. The Seller undertakes to notify the Purchaser without any undue delay of any change relating to their full identification and other necessary information, particularly as follows: any change in business name, address of the registered seat, registration in the respective register, changes in authorized persons acting on behalf of the Seller or in the manner of their acting, current bank details, bank account number and other invoicing details, or any information of cancellation, dissolution, division, merger, change of ownership relations, change in shareholders, entering into liquidation, bankruptcy or restructuring proceedings. In case of a failure to observe any of these obligations, the Seller shall be obliged to compensate any damage incurred by the Purchaser, as well as any costs incurred by the Purchaser in order to identify any changes to the Seller's data.
12. The Parties declare that no provision of the Purchase Contract or these GBTC can be considered unfair contractual provision or unfair business practice.
13. By their signature, the Seller confirms that they have familiarized themselves with these GBTC and accept the conditions stipulated in them.
14. The Purchaser is entitled to issue new GBTC or modify them. The new GBTC become effective from the moment of their publication on the Purchaser's website unless a later effective date is set out therein, and shall replace the preceding version. In relation to any Purchase Agreements that were concluded or orders of the Purchaser

GENERAL BUSINESS TERMS AND CONDITIONS OF PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 1 December 2018)

that were sent before the effective date of such new/modified GBTC, the new/modified GBTC are applicable if the Parties agree so in writing.

15. These GBTC become valid and effective from 1 December 2018.

In Ša'a, on

MENERT spol. s r.o.
JUDr. Miroslav Wöllner
CEO