

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

I. General provisions

1. MENERT spol. s r.o., with registered office at Hlboká 3, 927 01 Šaľa, ID No.: 17 330 165, registered in the Business Register of the District Court of Trnava, Section: Sro, File 16641/T (*hereinafter referred to as "MENERT spol. s r.o." or as "the Buyer"*) hereby issues the following General Terms and Conditions (*hereinafter referred to as the "GTC"*) pursuant to the provisions of Section 273 of Act No. 513/1991 Coll., Commercial Code, as amended (*hereinafter referred to as the "Commercial Code"*).
2. These GTC govern the rights and obligations of the Parties to any contract of sale concluded pursuant to Section 409 of the Commercial Code between MENERT spol. s r.o. in the capacity of the Buyer and the other party in the capacity of the Seller (*hereinafter referred to as the "Seller"*), which is concluded in:
 - a/ in writing, or
 - b/ in the form of a written confirmation of the Buyer's written order by the Seller, or an implied confirmation of the Buyer's written order by the Seller pursuant to Clause 7 of this Article of the GTC, (*a/ and b/ hereinafter referred to as the "Purchase Contract"*), provided these GTC are referred to therein in accordance with Clause 3(a) of this Article of the GTC, or provided these GTC are attached thereto in accordance with Clause 3(b) of this Article of the GTC.
3. These GTC shall be effective for a given Purchase Contract provided:
 - a) they are referred to in a purchase contract concluded in writing and/or in the form of a written order of the Buyer, delivered to the Seller, which shall be confirmed in writing by the Seller (and if this written confirmation of the order does not imply an expression of the Seller's intention that these GTC shall not be effective for this contractual relationship), or confirmed by implication (pursuant to Clause 7 of this Article of the GTC), or
 - b) shall be attached to a purchase contract concluded in writing and/or in the form of a written order of the Buyer, confirmed by the

Seller in writing (and if this written confirmation of the order does not imply an expression of the Seller's intention that these GTC shall not be effective for this contractual relationship), or confirmed in an implied manner (pursuant to Clause 7 of this Article of the GTC), shall be attached.

By these legal acts, the Seller is deemed to be aware of these GTC in the given case and agrees to be governed thereby in the given Purchase Contract.

4. In accordance with these GTC, the Purchase Contract shall enter into force:
 - a) on the date of signing of a written copy of the Purchase Contract concluded in writing (*usually referred to as the "Purchase Contract" or the "Master Purchase Contract"*) by both Parties, or
 - b) on the date of delivery of the Seller's written confirmation to the Buyer by which the Seller unconditionally accepts the terms and conditions proposed by the Buyer in the written order delivered to the Seller,
 - c) the date of delivery of the Goods pursuant to Clause 7 of this Article of the GTC,and shall take effect on the effective date, unless a later effective date is implied from the Purchase Contract in writing or from a written order.
5. In the case of the procedure according to Clause 4(b) of this Article of the GTC, the Seller, in the event that it accepts the Buyer's order, is obliged to deliver to the Buyer without delay (no later than within 2 days) a written confirmation signed by a person authorized to act on behalf of the Seller. The above obligation shall also apply in the case of acceptance of recurring orders. Failure by the Seller to deliver the written confirmation of the Buyer's order to the Buyer within the order binding period set out in the order shall be deemed to be a failure by the Seller to accept the order. The expiration of this time limit shall automatically terminate the Buyer's commitment to this order.
6. The delivery of a copy of the Buyer's order by the Seller to the Buyer, which shall bear the Seller's stamp and the signatures of the persons authorised to act on the Buyer's behalf, as well as their name, surname and function, shall also be deemed to be a written confirmation of the order by the Seller pursuant to these GTC.

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

7. In the event that the Seller does not expressly confirm the order within the period specified by the Buyer, but delivers the Goods specified in the order within that period, the Seller shall be deemed to have implicitly accepted all the terms and conditions set out in the order by such performance, acknowledges the order, and agrees that these GTC, if referred to in the written order or attached to the written order, shall be effective for the contractual relationship in question.
8. Each Purchase Contract concluded in writing, a written order of the Buyer or a written confirmation of the Buyer's order by the Seller, must contain the basic identification data of the Contracting Parties in terms of their registration in the Business Register or in the Trade Register, or registration in other legally prescribed records.
9. Deviating arrangements set out in the Purchase Contract concluded in writing or in a written order confirmed by the Seller (in writing or by implication) shall prevail over the wording of these GTC, unless otherwise stated in these GTC.
10. Application of the Seller's General Terms and Conditions or any other terms and conditions is expressly excluded for the Purchase Contract, unless the Parties agree otherwise in writing.

II. Subject of the Purchase Contract

1. The subject matter of the Purchase Contract is the obligation of the Seller to deliver to the Buyer a movable item specified individually or in terms of quantity and type (*hereinafter referred to as the "Goods"*) and to transfer to the Buyer the ownership right to the Goods and the obligation of the Buyer to pay the Seller the purchase price.
2. The Seller shall deliver the Goods to the Buyer in accordance with the specification agreed under the Purchased 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 partial performance of the subject matter of the Purchase Contract. Delivery of a smaller quantity of Goods or other Goods than agreed by the Parties in the Purchase Contract concluded in writing and/or confirmed by a written order shall be considered a material breach of the Purchase

Contract and shall give rise to the Buyer's right to withdraw from the Purchase Contract.

4. The Seller shall deliver the Goods to the Buyer, hand over the documents relating to the Goods and enable the Buyer to acquire title to the Goods in accordance with the Purchase Contract and the Commercial Code.

III. Purchase price and payment terms

1. The Seller's costs of packaging the Goods, transportation thereof to the place of delivery, as well as other costs associated with the delivery of the Goods to the place of delivery, are included in the price of the Goods.
2. The Buyer is obliged to pay the purchase price only on the basis of an invoice issued by the Seller and delivered to the Buyer. The invoice must be accompanied by documents proving the delivery of the Goods in accordance with the Purchase Contract, signed by both Parties.
3. The Seller is obliged to deliver to the Buyer the invoice, in which the agreed purchase price is quantified, no later than 7 days following the date of issue thereof. The due date for payment of the purchase price shall be 90 days following the date of delivery of the invoice to the Buyer. Provided the last day of the due date falls on a public holiday, a day of rest or a national holiday according to the Slovak calendar, the next first working day shall be accepted by the Seller as the day of fulfilment of the monetary obligation under the same agreed price and payment conditions. The Parties expressly declare that they agree to the due date of the monetary obligation without reservation and that the due date of the debtor's monetary obligation is not grossly disproportionate to the rights and obligations arising from the contractual relationship for the Seller.
4. The date of fulfilment of the monetary obligation shall be deemed to be the date on which the relevant amount is debited from the Buyer's bank account to the Seller's bank account.
5. The invoice issued by the Seller must be issued in accordance with the Purchase Contract and at the same time it must meet all the requirements of an accounting document and contain the data within the

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

meaning of valid and effective legislation, in particular of Act No. 222/2004 Coll. Act on Value Added Tax, as amended (*hereinafter referred to as the "VAT Act"*) and act No. 431/2002 Coll. on Accounting, as amended. In the event that the invoice is not issued in accordance with the Purchase Contract and/or does not meet all the requirements of an accounting document and does not contain the data resulting from the aforementioned legal regulations, the Buyer has the right to return the invoice to the Seller without payment of the amount invoiced therein. By rightfully returning the invoice, the due date shall cease to run and the due date shall start again only from the date of delivery of a new (corrected) invoice, which meets the requirements of the aforementioned legal regulations and these GTC, to the Buyer's registered office address.

6. Invoices shall be issued in EUR. Payment of the obligations of both Parties shall be made in EUR.
7. The Seller's bank details in the form of ABO, IBAN and SWIFT (BIC), indicated on the invoice, must be identical to the bank details agreed in the Purchase Contract. Otherwise, the Buyer is entitled to pay the invoiced amount to the bank account indicated on the invoice. In the event that the Seller specifies incorrect bank details in the form of ABO, IBAN and SWIFT (BIC) or different bank details in the form of ABO, IBAN and SWIFT (BIC) in the Purchase Contract and the invoice, the Buyer shall not be liable for any damage that may arise as a result of such incorrectly addressed payment; in the event that the Buyer is liable for damages for such reason, the Buyer shall be entitled to claim damages against the Seller who caused the damages in full by way of an invoice.
8. Each invoice must be accompanied by a written document confirming receipt of the Goods by the Buyer or the relevant transport documents and, in the case of imports from third countries (i.e. from countries that are not Member States of the European Union), a customs declaration for the release of the Goods.
9. If the Seller has a bank account in the Slovak Republic: the Buyer's bank charges shall be borne by the Buyer, the Seller's bank charges shall be borne by the Seller. If the Seller has a bank account abroad: Bank

charges in the Slovak Republic shall be borne by the Buyer, bank charges abroad shall be borne by the Seller. In the event of a breach of a contractual condition relating to payment, all bank charges shall be borne by the party causing the breach.

10. The Parties shall proceed with the settlement of their tax obligations in accordance with the legislation in force and in force in the Slovak Republic, excluding the possibility of assuming tax liability for a business partner.
11. The Parties undertake to accept any legislative changes in the legal order of the Slovak Republic, including changes in tax laws, which will affect the Purchase Contract and will respect application thereof during the period of their effectiveness. The Seller undertakes to consult immediately with the Buyer any change in its tax obligations towards the Slovak Republic and to submit to the Buyer, upon request, all documents necessary for the proper settlement of its tax obligations.
12. The Seller is entitled to assign and/or pledge claims against the Buyer arising from the Purchase Contract to a third party only with the prior written consent of the Buyer.
13. In the event of delay by the Buyer in payment of the purchase price, the Seller shall be entitled to payment of interest on the delay in the amount of 0.02% of the amount due for each day of delay, up to a maximum of 10% of the amount due.

IV. Liability for value added tax

1. The Seller, which is a payer of value added tax (*hereinafter referred to as "VAT"*) within the meaning of the VAT Act, declares as at the date of conclusion of the Purchase Contract that
 - it is aware of its obligation to pay the correct VAT to the tax authorities,
 - VAT shall be duly paid in due time and in the correct amount on the trade in question,
 - it is in good economic standing and is not a person against whom enforcement, bankruptcy or restructuring proceedings are pending,
 - it is not conducting any litigation in which failure would lead to an obligation that would be impossible to

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

- fulfil or would be economically destabilising,
- it is not a company in crisis (within the meaning of Section 67(a) of the Commercial Code), it is not in liquidation, nor is it a person threatened with entering bankruptcy or restructuring proceedings,
 - it duly and punctually fulfils all its due obligations,
 - there are no grounds for cancellation of registration for value added tax pursuant to Section 81(4)(b), second subparagraph of the VAT Act
 - it is not published in the relevant list of value added taxpayers maintained by the Financial Directorate of the Slovak Republic within the meaning of Section 81(4)(b) and Section 69(15) of the VAT Act (*hereinafter also referred to as the "List"*) with reasons for cancellation of registration.
2. In the event that at any time following the execution of the Purchase Contract and prior to termination thereof:
- a) the Seller has grounds for cancellation of registration for value added tax pursuant to Section 81(4)(b) second subparagraph of the VAT Act and/or the Seller is published in the relevant List; or
 - (b) a statutory body, member of a statutory body or partner of the Seller becomes a statutory body, member of a statutory body or partner of the Buyer, except where the Seller is a VAT payer in which the Buyer has a direct shareholding or where the Seller is a VAT payer which has a direct ownership interest in the Buyer, or
 - (c) the Seller enters into liquidation, bankruptcy or restructuring proceedings are commenced against the Seller,
- the Seller undertakes to notify the Buyer in writing within 3 days of the occurrence of this fact at the latest. In the event that the Seller fails to notify the Buyer in writing of the occurrence of any of the facts referred to in Clauses a), b) and c) of this Clause of the GTC, the Buyer is entitled to claim a contractual penalty against the Seller in the amount of 30% of the agreed purchase price excluding VAT. The Seller shall be obliged to pay the contractual penalty calculated by the Buyer to the Buyer. Payment of the contractual penalty shall be without prejudice to the Buyer's right to compensation for damages in full.
- If at any time following the conclusion of the contract and prior to the termination of the contract any of the facts referred to in Clauses a), b) and c) of this Article of the GTC above arise (occur), the Buyer shall have the right to withhold an amount from the purchase price or from the parts of the purchase price invoiced by the Seller under the Purchase Contract corresponding to the amount of the value added tax stated on the relevant invoice (*hereinafter also referred to as the "unpaid part of the purchase price"*). The Buyer shall not be in default or otherwise in breach of the Purchase Contract in respect of the unpaid portion of the purchase price if it settles or applies the unpaid portion of the purchase price in accordance with the provisions of this Clause of the GTC.
3. The Buyer shall reimburse the Seller for the unpaid portion of the purchase price promptly after the Seller proves to the Buyer that it has remitted the VAT shown on the relevant invoice to the Buyer under the relevant Purchase Contract in full to the relevant tax authority. The provisions of Clause 2 of this Article of the GTC, in particular the Buyer's right to a contractual penalty and to withhold, apply and settle the unpaid part of the purchase price, shall apply separately to each Purchase Contract concluded between the Seller and the Buyer, effective at the time of the occurrence of the circumstances referred to in Clause 2 of this Article of the GTC.
4. Provided the tax authority orders the Buyer by decision as a guarantor to pay the unpaid VAT (*hereinafter also referred to as "unpaid VAT"*), the Buyer shall immediately notify the Seller of this fact. The Seller is obliged to provide the Buyer with all information and documents on the basis of which objections can be raised against the obligation of the Buyer as guarantor to pay the unpaid VAT to the tax authority by the Seller without delay, but no later than within 3 days following the date of receipt of the Buyer's notification pursuant to the preceding sentence. The Seller is obliged to provide the Buyer with the original or a notarised copy of the documents enabling the Buyer to object to the obligation of the Buyer as guarantor to pay the unpaid VAT to the tax authorities.

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

5. If the tax authority imposes an obligation on the Buyer as a guarantor to pay VAT not paid by the Seller, the Buyer is entitled to use the unpaid part of the purchase price to pay such unpaid VAT. The Buyer as guarantor shall be entitled to use any unpaid portion of the purchase price, including unpaid portions of the purchase price from other invoices issued by the Seller to the Buyer, including under other Purchase Contracts entered into between the Buyer and the Seller, for the payment of any unpaid VAT by the Seller at the discretion of the Tax Authority. The Buyer shall be entitled, but not obliged, to pursue any remedy against any decision of the tax authorities ordering the Buyer as guarantor to pay the unpaid VAT due by the Seller. In the event of the Buyer's decision to appeal, the Seller shall provide the Buyer with the necessary assistance. The Buyer shall inform the Seller of the use of the relevant unpaid part of the purchase price to cover the Seller's unpaid VAT. The Seller shall not be entitled to payment of the unpaid portion of the purchase price used by the Buyer pursuant to this Clause of these GTC. The Buyer shall be entitled to proceed under this Clause of these GTC notwithstanding the giving of notices under the preceding Clause of these GTC.
6. Provided the Buyer, as guarantor, pays to the tax authorities the VAT not paid by the Seller and for any reason it is not possible or appropriate for the Buyer to use the unpaid part of the purchase price for payment, the Buyer shall incur a claim against the Seller in the amount of the tax so paid (*hereinafter also referred to as the "Claim"*). The Buyer shall notify the Seller of the payment of the VAT on account of the Seller's liability without using the unpaid portion of the purchase price. The Claim shall become due and payable on the day following the date on which the tax paid is debited from the Buyer's account. The Buyer shall be entitled to unilaterally set off the Claim against any claim or claims of the Seller against the Buyer, whether or not due and payable. The Buyer shall also be entitled to enforce payment of the Claim against the Seller by all legal means. For the avoidance of doubt, the Seller shall not be entitled to unilaterally set off the unpaid portion of the purchase price against the Claim or against any other claims of the

Buyer against the Seller, nor shall the Seller be entitled to assign the Claim consisting of the unpaid portion of the purchase price to a third party without the prior written consent of the Buyer.

7. The provisions of this Article of the GTC shall prevail over any deviating provisions of the Purchase Contract and shall remain unaffected even in the event of 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 Clause. The Parties expressly exclude the right of the Seller as debtor pursuant to Section 309 of the Commercial Code to object to the Buyer as guarantor if the Buyer as guarantor pays the VAT not paid by the Seller as debtor on account of the guarantee without the knowledge of the Seller.

V. Delivery terms

1. The Seller shall deliver the Goods to the Buyer at the place of delivery agreed under the Purchase Contract in the required quantity, quality (grade), workmanship and date, within the scope of any parity agreed under INCOTERMS 2010. If the place of delivery is not agreed in the Purchase Contract, the Seller is obliged to deliver the Goods to the Buyer's registered office. Delivery of the Goods within the meaning of this Clause of the GTC means Seller's legal act by which the Seller fulfils its obligation to make the agreed Goods available to the Buyer without any defects and in a timely manner in accordance with the agreed delivery terms.
2. The Seller is obliged to deliver the Goods on time, i.e. on the agreed delivery date, and is obliged to notify the Buyer in writing (by fax/email) of the delivery of the Goods on the day preceding the date of their dispatch.
3. The Buyer is not obliged to accept delivery of the Goods before the agreed delivery date.
4. Failure to meet the delivery date shall be deemed a material breach of the Purchase Contract. In the event of delay by the Seller in delivering the Goods, the Buyer shall have the right to withdraw from the Purchase Contract. The Buyer shall also have the right to claim penalties against the Seller in accordance with these GTC and the Purchase Contract.

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

5. If the Seller is unable to meet the agreed delivery date, the Seller must immediately notify the Buyer in writing (by fax/email). This notification must include the reasons for the delay and a specification of the proposed alternative delivery date. In the event of non-compliance with this obligation, the Seller shall be liable for damages and costs incurred by the Buyer in this respect.
6. The Buyer shall notify the Seller in writing (by fax/email) immediately after receiving the notification pursuant to Clause 5 of this Article of the GTC, but no later than within 24 hours, whether the delayed performance is still insisted upon or whether the Buyer exercises its right to withdraw from the Purchase Contract due to the delay. In the event that the Buyer, after such withdrawal from the Purchase Contract, makes a substitute purchase of the Goods to which the withdrawal from the Purchase Contract applied, the Seller shall be obliged to compensate the Buyer for damages consisting in the difference between the purchase price that should have been paid under the Purchase Contract and the price agreed in the substitute transaction. The claim for compensation for damages that has increased is not affected thereby.
7. The Seller is obliged to pack or equip the Goods for transport in the manner agreed under the Purchase Contract.
8. In the case of delivery of Goods to the Buyer by mail, the Seller is obliged to insure the shipment at least up to the value of the Goods.
9. In the event that the Seller arranges for the transport of the Goods to the Buyer for the purpose of delivery of the Goods, the Seller, or the carrier arranged by the Seller, is obliged to present proof of identity of the driver of the truck transporting the Goods to be delivered for the purpose of proper identification, upon request of a responsible employee of the Buyer, before entering the place of delivery (premises of the Buyer). In the event that the truck driver fails to produce the required proof of identity, the Buyer shall be entitled to refuse to accept delivery of the Goods, provided that such action by the Buyer shall not be deemed to be a breach of its obligations and shall not give rise to a claim for damages by the Seller. At the same time, the Seller shall be liable to the

Buyer for any damages incurred by the Buyer as a result of the Seller's breach of this obligation.

VI. Transfer of risk of damage to the Goods and acquisition of title to the Goods

1. Title to the Goods and the risk of damage to the Goods shall pass to the Buyer upon receipt of the Goods at the agreed place of delivery.

VII. Acceptance of Goods

1. Acceptance of the Goods by the Buyer must be confirmed on a written delivery document (e.g. delivery note, acceptance protocol), which the Seller is obliged to present to the Buyer upon delivery of the Goods. This delivery note must contain the identification details of the Seller and the Buyer, the specification (number) of the Purchase Contract concluded in writing or the confirmed written order, the name and type of the Goods delivered (including their specification), the quantity of the Goods delivered, the delivery parity, the date of acceptance of the Goods, the legible names, surnames and signatures of the persons acting on behalf of the Parties or representing them in such delivery, the stamps of the Parties and, if applicable, the specification of any obvious defects of the Goods detected upon acceptance. This delivery note, signed by the persons authorised to act on behalf of both Parties or to represent them, shall constitute proof of delivery of the Goods.
2. The Seller is obliged, at the latest upon receipt of the Goods by the Buyer, to hand over to the Buyer the documents necessary for the acceptance and use of the Goods, as well as other documents specified in the Purchase Contract.
3. If the legislation so provides or it is agreed in the Purchase Contract, the Seller is obliged, at the latest upon acceptance of the Goods by the Buyer, to present to the Buyer a certificate of proof of conformity of the technical characteristics of the product with the relevant technical regulations or another document proving conformity of the characteristics of the Goods with the requirements of generally binding or technical regulations (technical documentation, safety data sheets, etc.).

4. The Seller shall, prior to delivery to the Buyer, subject the Goods to tests or technical inspection (*hereinafter referred to as "Tests"*) in order to determine whether the Goods meet the quality and workmanship requirements of the Goods and whether they comply with the terms and conditions set out in the Contract of Purchase. The Seller is obliged to submit the result of the Tests to the Buyer at the latest upon the Buyer's acceptance of the Goods.
5. If the Parties have agreed that the Buyer has the right to be present when the Goods are tested, the Seller shall notify the Buyer of the place and date of the testing of the Goods no later than 14 days prior to the scheduled date of the testing.
6. If the Buyer or a person authorized by the Buyer fails to appear at the appointed time to perform the tests, the Seller may perform the Tests without the Buyer's participation, but is obliged to inform the Buyer of the result of the tests without undue delay.
7. The costs of testing the Goods shall be borne by the Seller.
8. The costs associated with the participation of the Buyer or a person authorized by the Buyer in the performance of the Tests shall be borne by the Buyer. If the Tests are not carried out within the agreed time due to the fault of the Seller or if the result of the Test is negative, the Seller shall be obliged to compensate the Buyer for all demonstrably incurred costs incurred by the Buyer in this respect.
9. Carrying out Tests in the presence of the Buyer does not relieve the Seller of liability for defects found after delivery of the Goods and does not replace the Seller's independent technical output inspection.
10. The Parties further agree that the Buyer is entitled to return the unused Goods to the Seller at any time and the Seller undertakes to accept delivery of the Goods at its own expense (i.e. the cost of collection and the cost of transport) and to issue a credit note to the Buyer in respect of the returned unused Goods, the price of the returned unused Goods being at least 80% of the price of the returned Goods. An acceptance protocol will be drawn up on the handover and acceptance of the Goods.

VIII. Defects in the Goods and claims arising from defects in the Goods

1. The Seller is obliged to deliver the Goods in the quantity, quality and design specified in the Purchase Contract and to deliver to the Buyer all documents necessary for the proper use of the Goods. Otherwise, the Goods are defective and the Seller shall be liable for defects in the Goods in accordance with the provisions of Section 422 et seq. of the Commercial Code.
2. The Seller shall be liable for the fact that the delivered Goods do not exhibit any legal defects and that no claims for infringement or threat of copyright, trademark rights or other similar rights shall be asserted by a third party. The Seller shall be liable for legal defects in the Goods in accordance with the provisions of Sections 433 et seq. of the Commercial Code.
3. The Seller is liable for defects that the Goods have at the moment when the risk of damage to the Goods passes to the Buyer, even if the defect becomes apparent after this moment.
4. The Seller is also liable for any other defect that arises in the Goods following the moment referred to in Clause 3 of this Article of the GTC, if this defect arises in connection with the Buyer's procedure (e.g. defects arising from damage to the Goods by the Buyer, its employee or any other person or as a result of the actions of the Buyer, its employee or any other person) in the sense of the instructions for use of the Goods forming part of the documents handed over by the Seller to the Buyer together with the delivered Goods and/or in the sense of other documents received by the Buyer from the Seller in connection with the performance of the subject matter of the Purchase Contract.
5. Delivery of Goods with any defects and/or any legal defects shall be deemed to be a material breach of the Purchase Contract, whereupon the Buyer shall be entitled to:
 - (a) require the rectification of defects by supplying replacement Goods for the defective Goods, supplying the missing Goods and requiring the rectification of legal defects; or
 - (b) require the defects to be rectified by repairing the Goods if the defects are repairable; or

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

- (c) require a reasonable discount on the purchase price; or
 - d) withdraw from the Purchase Contract.
6. The choice between these entitlements is at the discretion of the Buyer, which is obliged to notify the Seller of this choice in writing in a timely notification of defects or without undue delay following such notification. The Buyer may not change the asserted claim without the Seller's consent. If, however, it turns out that the defects in the Goods are irreparable or that their repair would entail disproportionate costs, the Buyer may demand the delivery of replacement Goods if it requests the Seller to do so without undue delay after the Seller has notified it of this fact. If the Buyer fails to notify the choice of its claim within the time limit specified in Clause 5 of this Article of the GTC, it shall have claims for defects in the Goods as in the case of an insubstantial breach of the Purchase Contract (§ 437 et seq. of the Commercial Code).
7. In addition to the claims for defects in the Goods under Clause 5 of this Article of the GTC, the Buyer is entitled to compensation for damages as well as the agreed contractual penalty.
8. Until such time as defects in the Goods and/or legal defects in the Goods have been remedied, the Buyer shall not be obliged to pay the Seller the purchase price for the defective Goods delivered.
9. The Seller shall bear all costs associated with the removal of defects in the Goods and/or legal defects in the Goods, in particular, but not exclusively, the costs of labour associated with their removal, the costs of procuring replacement Goods, the costs of procuring the missing Goods, the costs of transport associated therewith, as well as any other additional costs incurred by the Buyer in this connection. The Seller shall reimburse the Buyer for any expenses incurred by the Buyer in providing assistance to the Seller in remedying any defects in the Goods and/or legal defects in the Goods.
10. The Seller is obliged, if the Buyer chooses to remove defects and/or legal defects of the Goods by delivery of replacement Goods, delivery of missing Goods or removal of legal defects of the Goods within the meaning of Clause 5(a) of this Article of the GTC, without undue delay, but no later than 5 days following the date of receipt of the written notification of the Buyer, to remove them in the required manner.
11. If the Seller fails to remedy defects in the Goods and/or legal defects in the Goods within the time limit pursuant to Clause 10 of this Article of the GTC, or if the Seller notifies the Buyer before the expiry of the time limit that it will not remedy the defects, the Buyer shall be entitled to:
- a) withdraw from the Purchase Contract, or
 - b) require an appropriate price reduction.
12. The choice between the claims referred to in Clause 11 of this Article of the GTC is at the discretion of the Buyer, which is obliged to notify the Seller in writing immediately after the expiry of the deadline for the elimination of defects and/or legal defects of the Goods specified in Clause 10 of this Article of the GTC, but no later than 5 days following the date of expiry of the deadline.
13. In addition to the Buyer's claims referred to in Clause 11 of this Article of the GTC, the Buyer is entitled to compensation for damages as well as to the agreed contractual penalty.
14. If the Buyer requests a price discount under this article of the GTC, the Buyer shall base the determination of the amount of the price discount mainly on the following facts:
- (a) the cost and time that the Buyer will have to spend on the activities necessary to make the Goods faultless,
 - (b) the value of the defective Goods,
 - (c) the importance of the Goods for the economic or business activity of the Buyer,
 - (d) the amount of damages that may be caused to the Buyer as a result of a defect in the Goods and/or a legal defect in the Goods,
 - e) any other additional costs incurred by the Buyer as a result of the use of Goods with defects and/or legal defects, which the Buyer shall notify together with the amount of the requested discount in a written notification of defects to the Seller, provided that the Seller shall be obliged to provide the Buyer with a discount from the price under this Clause without undue delay, but no later than 10 days following the date of receipt of the notification of defects. The amount of the price discount pursuant to this Clause of the GTC may be subject to further negotiations between the Parties, but the request for negotiations must be delivered by the Seller to the Buyer

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

no later than within the time limit referred to in the preceding sentence.

15. If the Seller fails to provide the Buyer with the price discount requested by the Buyer pursuant to Clause 14 of this Article of the GTC, even after additional negotiations between the Parties within 10 days from the date of receipt of the notification of defects to the Seller, the Buyer is entitled to withdraw from the Purchase Contract. In addition to this right, the Buyer shall be entitled to compensation for damages as well as the agreed contractual penalty.

IX. Guarantee of quality

1. The Seller provides the Buyer with a guarantee for the quality of the Goods, by which the Seller assumes the obligation that the delivered Goods will be fit for use for the agreed or usual purpose for at least 24 months from the date of delivery to the Buyer and that they will retain the agreed or usual characteristics.
2. The warranty period does not run during the period during which the Buyer cannot use the Goods due to their defects for which the Seller is responsible.
3. The provisions of Sections 426 to 428 and Sections 436 to 441 of the Commercial Code shall also apply to defects in Goods covered by the warranty, unless these GTCs otherwise stipulate these statutory provisions.

X. Risks arising from Goods and environmental protection

1. If the Goods include substances which have one or more dangerous properties, the Seller is obliged to characterise the risks arising from their use in the relevant documentation, identify the hazards and specify the measures for the safe handling, storage and transport of these substances, in particular from the point of view of health protection.
2. The Seller is obliged to provide the Buyer with relevant information on the dangers arising from the use of the Goods in the specified operating and usage conditions, including information on how to protect against these dangers and to take measures resulting from special regulations to ensure safety, health protection, as well as from the point of view of fire protection.

3. If the subject of the Purchase Contract is the delivery of Goods containing chemical substances or chemical preparations, the Seller is obliged to provide a safety data sheet in accordance with specific legislation. The packaging on the Goods supplied must comply with the provisions of Act No 79/2015 Coll. on waste, as amended.
4. MENERT spol. s r.o. has implemented the EMAS scheme.

XI. Exclusion of illegal employment

1. The Seller declares that:
a/ as of the date of signing of the Purchase Contract, it does not illegally employ any natural persons through whom it provides services to the Buyer under this Purchase Contract, i.e. that it does not use dependent work of a natural person with whom it does not have an established employment relationship and/or for which it has not fulfilled its 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 work of a third-country national for whom the conditions for their employment pursuant to Section 21(1) of Act No. 5/2004 Coll. on Employment Services and on Amendments and Additions to Certain Acts, as amended, and/or who is residing in the territory of the Slovak Republic in violation of special regulations (Act No. 404/2011 Coll. on the Residence of Aliens and on Amendments and Additions to Certain Acts, as amended by Act No. 75/2013 Coll. on the Residency of Aliens and on Amendments and Additions to Certain Acts, as amended by Act No. 75/2013 Coll, Act No. 480/2002 Coll. on Asylum and on Amendments and Additions to Certain Acts, as amended),
b/guarantees that any third party through which it may provide services to the Buyer under the Purchase Contract will not illegally employ (within the meaning of the facts set out in Clause a/ of this Article of the GTC) any natural persons who will be involved in the activities under the Purchase Contract,
c/ is aware of the consequences of the falsity of the above statements concerning illegal employment according to Act No. 82/2005 Coll. on illegal work and illegal employment and Amendments and

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

Additions to Certain Acts, as well as non-compliance with all related generally binding legal regulations, valid and effective in the territory of the Slovak Republic,

- d/ in the event of illegal employment (within the meaning of the facts referred to in Clause a/ of this Article of the GTC) on their part, as well as on the part of a third party through which they will eventually provide services to the Buyer under the Purchase Contract, they are obliged to immediately report this fact to the Buyer and to take all steps aimed at remedying it,
- e/ it is aware of its obligation to immediately provide the Buyer, at the Buyer's request (in case of any doubts of the Buyer), to the extent necessary, with the documents and personal data of the natural persons through whom it provides services to the Buyer under the Purchase Contract, which are necessary to enable the Buyer to check whether the Seller, or the third party through whom it will eventually provide services to the Buyer under the Purchase Contract, does not violate the prohibition of illegal employment.
2. The Seller also agrees to reimburse the Buyer within 7 working days of receipt of any written demand from the Buyer for any costs incurred by the Buyer in fining the Buyer for breach of the prohibition on the Buyer accepting a service provided by the Seller through an individual illegally employed by the Seller and/or illegally employed by a third party through whom the Seller provides services to the Buyer pursuant to the Purchase Contract.
 3. The Parties agree that the Buyer is entitled to withdraw from the Purchase Contract in the event of proving the Seller's declarations to be untrue and/or violation of its contractual obligations referred to in Clause 1 (a/ to e/) of this Article of the GTC. This is without prejudice to the Buyer's right to compensation for damages.

XII. Sanctions

1. If the Seller is in delay with the delivery of the Goods under the Purchase Contract (fails to deliver the Goods within the agreed delivery date), the Buyer has the right to demand from the Seller payment of a contractual penalty of 0.5% of the total

purchase price of the Goods not delivered on time (excluding VAT), for each day of delay, even if started. This also applies in the event of non-delivery or late delivery of documents required for the acceptance or use of the Goods or other documents which the Seller is obliged to present to the Buyer pursuant to the Purchase Contract.

2. Payment of the contractual penalty pursuant to Clause 1 of this Article of the GTC does not relieve the Seller from the obligation to deliver the Goods and documents relating to the Goods pursuant to the GTC and/or the Purchase Contract.
3. In the event that the Seller breaches its obligations set out in Article XIII of these GTC, the Buyer shall have the right to demand from the Seller payment of a contractual penalty of EUR 1000,- for each such individual breach.
4. In the event that the Seller is in delay with the removal of defects in the Goods and/or legal defects in the Goods, the Buyer has the right to demand from the Seller payment of a contractual penalty in the amount of EUR 500,- for each even started day of delay.
5. The Seller is obliged to pay the contractual penalty claimed by the Buyer within three days following the date of delivery of the Buyer's written request to the Seller, by which it asserts this claim.
6. Application of contractual penalties under the GTC or agreed in the Purchase Contract is without prejudice to the Buyer's right to compensation for damages caused by the Seller's breach of its contractual obligations.

XIII. Confidentiality of information

1. The Seller shall treat any data, information or documents provided to it or acquired by it in any way in connection with the conclusion and/or performance of the Purchase Contract as confidential and/or trade secret information (if they meet the requirements under Section 17 of the Commercial Code).
2. The Seller undertakes to observe the principles of protection and confidentiality in the handling of such data, information or documents and shall not disclose such data, information or documents to third parties or to its employees who are not involved in the performance of the Purchase Contract

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

without the prior written consent of the Buyer.

3. The Seller shall not, without the Buyer's prior written consent, publicly mention the Buyer as its business partner and/or use the Buyer's trade name or logo in promoting itself or its business or in statements to the public or the media in any form.

XIV. Termination of the contractual relationship

1. The Parties shall be entitled to terminate the Purchase Contract upon their written agreement.
2. Either of the Parties may withdraw from the Purchase Contract pursuant to Section 346(1) of the Commercial Code for an insignificant breach of a contractual obligation by the other party, if the other party fails to fulfil its contractual obligation even upon written notice within an additional reasonable period of 10 days.
3. Either party may withdraw from the Purchase Contract pursuant to Section 345 of the Commercial Code for material breach of a contractual obligation by the other party.
4. A material breach of a contractual obligation of the Seller shall be understood in particular as:
 - (a) delay in delivery of the Goods,
 - (b) failure to comply with the agreed time limit for rectification of a defect in the Goods and/or a legal defect in the Goods,
 - (c) breach of business secrecy or confidentiality of inside information,
 - (d) acting contrary to the principles of fair trading, committing an unfair competition act, acting contrary to competition law,
 - (e) conduct which damages the Buyer's reputation and/or the Buyer's legitimate interests
 - f) violation of another contractual obligation, which fulfils the conditions for withdrawal from the Purchase Contract under these GTC.
5. A material breach of the Buyer's contractual obligation is understood as:
 - a) delay in payment of the purchase price for Goods duly and timely delivered for more than 90 days,
 - b) violation of another contractual obligation, which fulfils the conditions for

withdrawal from the Purchase Contract under these GTC.

6. The Buyer is also entitled to withdraw from the Purchase Contract if a petition for bankruptcy or petition for restructuring of the Seller is filed against the Seller, or if bankruptcy is declared on the Seller's property or restructuring of the Seller is allowed and/or the Seller enters liquidation.
7. Legal effects of withdrawal from the Purchase Contract shall commence 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 Buyer shall not affect the Buyer's right to compensation for damages as well as the agreed contractual penalty.

XV. Circumstances excluding liability

1. Circumstances precluding liability shall be deemed to be an obstacle which has arisen independently of the will of the obliged party and prevents it from fulfilling its obligation, if it cannot reasonably be assumed that the obliged party would have averted or overcome the obstacle or its consequences and, furthermore, that the obliged party would have foreseen the obstacle at the time the obligation arose (in particular, but not exclusively, the following: natural disasters, wars, military operations of various kinds, rebellions, civil disturbances, sabotage, revolutions, acts of piracy, explosions, fires, floods, general strikes, lock-outs, official interventions of a legal or illegal nature and terrorism).
2. Liability is not excluded by an obstacle which arose only at the time when the obliged party was in default of its obligation or arose from its economic circumstances.
3. Neither party shall be liable for non-performance of its obligations under the Purchase Contract if it is proven that: the non-performance was caused by extraordinary unforeseeable and unavoidable events, the obstacles and their consequences could not have been foreseen at the time of conclusion of the Purchase Contract, the obstacles and their consequences could not have been prevented, avoided or overcome.
4. Unforeseeable and unavoidable obstacles do not include those caused by the failure to

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

grant official permits, licences or similar authorisations to the obliged party.

5. Party being in breach of an obligation, or which, taking into account all the circumstances, ought to know that it is in breach of an obligation under the contractual relationship, is obliged to notify the other party of the nature of the obstacle which prevents or will prevent it from fulfilling the obligation and of the consequences thereof. The report must be made without undue delay after the obliged party has become aware of the impediment or, with due diligence, could have become aware of it. Failure to comply with the obligation to notify shall oblige the obliged party to compensate for damage which could have been avoided by timely notification.
6. Effects of the circumstances excluding liability shall be limited only for as long as the obstacle to which those effects are related continues to exist.
7. Circumstances precluding liability shall exempt the obligated party from the obligation to pay damages, contractual penalties and other contractually agreed penalties.
8. The time of performance shall be extended by the duration of the circumstances precluding liability in such a way as to be acceptable to the party entitled. During this period, the right, if any, of withdrawal shall be denied to the party entitled.
9. If the circumstances precluding liability last longer than 1 month, either party is entitled to withdraw from the Purchase Contract.

XVI. Final Provisions

In the event that any provision of the Purchase Contract, Purchase Order, or GTC is or hereafter becomes invalid, ineffective, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of the Purchase Contract, Purchase Order, or GTC shall not in any way be affected or impaired thereby.

1. Purchase Contract may only be amended or cancelled by agreement of the Parties in writing.
2. These GTC are published on the Buyer's website www.menert.sk
3. Legal relations and the rights and obligations of the Contracting Parties arising from the Purchase Contract and/or

the Buyer's written order, which are not further regulated in the Purchase Contract and/or the Buyer's order, shall be governed by the legal regulations applicable and in force in the Slovak Republic, in particular the provisions of the Commercial Code.

4. For the avoidance of doubt, the Buyer shall retain all rights arising from the applicable and effective generally binding legislation and the individual claims arising from the Purchase Contract and/or the Purchase Order, the GTC or the applicable and effective generally binding legislation shall be enforceable independently of each other. Delay in exercising or failure to exercise any of the Buyer's rights arising from the Purchase Contract, the Purchase Order, the GTC or the applicable and effective generally binding legislation shall not be deemed to be a waiver of that right nor shall it cause the termination of that right.
5. The Parties agree that in all disputes arising out of or in connection with the Purchase Contract, its breach, cancellation, termination or invalidity, they shall use all reasonable efforts in good faith to resolve them by negotiation and mutual agreement on the disputed claims. In the event that there is no agreement on the disputed claims, each Party shall have the option of resolving the dispute through a court of competent jurisdiction in the Slovak Republic.
6. The Parties agree that the courts of the Slovak Republic shall have exclusive jurisdiction to settle all disputes arising out of or in connection with the Purchase Contract, including, without limitation, disputes concerning the validity, interpretation and cancellation of the Contract or the Purchase Order, as the case may be, and any dispute which the Parties fail to resolve by agreement shall be submitted to the courts of the Slovak Republic for adjudication:
 1. To the District Court of Galanta, as the Buyer's court of local jurisdiction in the Slovak Republic, if the Seller has its registered office or place of business outside the territory of the Slovak Republic; or
 2. to the court of the Slovak Republic having jurisdiction in the matter and place of sale pursuant to Act No. 160/2015 Coll. on the Civil Procedure Code, as amended, if the Seller has its

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY MENERT spol. s r.o.
(valid and effective from 01.07.2021)

registered office or place of business
in the Slovak Republic.

This also excludes the application of any conflict of laws rules provided for in bilateral and/or multilateral international treaties and/or agreements that are part of the legal order of the Slovak Republic.

7. The Seller shall not transfer, assign or in any way dispose of any rights, claims or obligations under the Purchase Contract and/or the Purchase Order to a third party without the prior written consent of the Buyer.
8. By concluding the Purchase Contract, the Seller declares, pursuant to the provisions of Section 401 of the Commercial Code, that it extends the Buyer's limitation period for the exercise of rights to ten years from the time when it first begins to run.
9. The Parties hereto bindly and without reservation agree that all acts performed and transmitted by the Parties to each other by electronic mail (e-mail), which shall provide a permanent and trustworthy record of the agreement, shall be deemed to be documents accepted by the Parties as legally admissible and binding, validly executed, effective and agreed to in writing.
10. In cases where the Purchase Contract, the GTC or valid and effective generally binding legal regulations require the delivery of documents to the other party, such documents shall be delivered to the addresses of the Parties specified in the Purchase Contract or the order or order confirmation, or to another address that has been demonstrably notified in writing to the other party at least 14 days in advance for the purpose of delivery of the documents; for the avoidance of doubt, the address of the registered office/place of business of the Party, as entered in the business or trade register at the time of dispatch of the document, shall always be deemed to be the address for service. The obligation to serve a document shall be fulfilled at the moment when the other Party accepts the document or as soon as it has been returned to the sender by the post office or courier service as undeliverable. The obligation of service shall be effected on the date of return of the document to be served even if the service of the document has been frustrated by an act or omission of the party to whom the document is served, and even if the party refuses to accept the document.

11. The Seller undertakes to notify the Buyer without undue delay during the effective period of the Purchase Contract of any change concerning its full identification and other necessary details, in particular information on the change of business name, registered office address, registration in the relevant register, change in the authorised persons acting on behalf of the Seller or change in the manner in which they act, the current bank details, bank account number and other billing details, as well as information on its dissolution, winding-up, division, merger, change of ownership, change of shareholders, entry into liquidation, bankruptcy or restructuring. As a result of failure to comply with any of these obligations, the Seller shall be obliged to indemnify the Buyer against all damages resulting therefrom, as well as against all costs incurred by the Buyer in ascertaining changes to the Seller's details.
12. The Parties declare that none of the provisions of the Purchase Contract or these GTC are in the nature of an unfair contract term or unfair trade practice.
13. By its signature, the Seller confirms that it has read these GTC and accepts the terms and conditions set out therein.
14. The Buyer is entitled to issue new GTC or to change them. The new GTC shall enter into force at the moment of publication thereof on the Buyer's website, unless a later effective date is specified therein, and shall replace their previous version. For Purchase Contracts concluded and Buyer's orders sent prior to the effective date of these new/amended GTC, these new/amended GTC shall apply if agreed in writing by the Parties.
15. These GTC shall enter into force and effect on 01.07.2021

Šaľa,

MENERT spol. s r.o.
JUDr. Miroslav Wöllner
Managing Director