

# ADMAX TECH, S.R.O. GENERAL COMMERCIAL TERMS AND CONDITIONS

## Article 1. Introductory provisions

- 1.1. These general terms and conditions of the contractor - company ADMAX TECH, s.r.o., IČO: 46 976 086 (hereinafter referred to as "**GCTC**") form an annex to the work contract, customer order, order confirmation or binding offer (hereinafter referred to only as the "**Contract**") and are an integral part of the Agreement. Submission of the customer's order means the customer's full acceptance of these GCTC. Other business conditions of the customer are not taken into account; this does not apply if the contractor has specifically accepted them in writing. The customer's order requires its confirmation by the contractor. No other special conditions take precedence over the General Terms and Conditions, unless they are accepted in writing by the contractor.
- 1.2. The parties are bound by the following order of precedence:
  - 1.2.1. The provisions contained in the text of the contract,
  - 1.2.2. GCTC;
  - 1.2.3. Incoterms® 2020 ((unless not otherwise specified in the Contract),
  - 1.2.4. Council Directive 2006/112/EC on the common value added tax system,
  - 1.2.5. Legal regulations of the Slovak Republic, especially the Slovak Commercial Code.

## Article 2. Payment and delivery conditions

- 2.1. Delivery terms and price are determined based on the agreement of the parties. No amount may be deducted from the payment for the work.
- 2.2. The parties have agreed that if the prices of materials and inputs change by more than 5% after the signing of the contract for the work, the contractor may adjust the price for the work by the relevant percentage. The customer undertakes to pay the thus adjusted price for the work. If there is to be an increase in the price for the work, the contractor must prove such a change.
- 2.3. Before signing the Contract with the contractor, the customer is obliged to submit a certified copy

of the tax authority's decision on the allocation of a VAT identification number and to indicate in each Contract a valid VAT identification number under which the equipment will be purchased (VAT number) when the equipment is delivered to the territory of the Slovak Republic (hereinafter referred to as the "SR"), as well as for intra-community delivery of goods to member states of the European Union (hereinafter referred to as "EU"). The customer is obliged to immediately notify the contractor in writing of any change or cancellation of the customer's VAT number. If the transport of the goods intended for the execution of the work is provided or carried out by the contractor, the customer is obliged to confirm the acceptance of the delivery directly on the transport document, proving the transport of the goods to another EU member state (except the Slovak Republic).

- 2.4. In the case of deliveries of goods intended for the performance of work to a customer who is a VAT payer in another EU member state, if the delivery terms are in accordance with Incoterms® 2020 with an agreed place of delivery in the territory of the Slovak Republic, the contractor will invoice the delivery of goods with Slovak VAT if at the time of issuing the invoice, the contractor will not have a transport declaration from the customer, or a transport document proving the transport of the goods to another EU member state.
- 2.5. The contractor is not obliged to perform the work for the client, unless the client, based on the contractor's request, provides the contractor with one or more of the following guarantees: an irrevocable bank guarantee; irrevocable documentary letter of credit; own promissory note; payment Checking the credibility of the customer requires disclosure of financial information. The customer is obliged to provide the contractor with financial information that is necessary and sufficient to complete the required credit evaluations and approvals. If at any time the contractor considers that the client is, or may become, unable to fulfill the obligations under the Contract, the contractor may change the payment terms or require the client to provide the contractor with security for the obligation, in both cases acceptable to the contractor, acting at its discretion. If the customer does not provide such security or guarantee, or does not make payment in accordance with the payment terms, any such failure will mean a material breach of the Contract by the customer and allows the contractor to suspend the planning, production, transportation or delivery of goods according to the Contract or

any other contract concluded between the customer and contractors. The above-mentioned measures are binding for the customer on the day of their notification to the customer by the contractor.

- 2.6. The customer agrees that in the event of (i) the sale of a substantial part of his assets or (ii) the sale or transfer, or causing the sale or transfer of a sufficient volume of the customer's share, which result in a change in the ownership relationships in the customer's company from the point of view of management, the potential acquirer of the share must to accept the Agreement, without changes, including, but not limited to, price increases for goods supplied under the Agreement. In the event of a change in ownership relationships in the customer's company from a management point of view, the contractor is entitled to request the customer to provide financial data to assure the contractor of the customer's ongoing ability to pay its obligations in full and fulfill the Contract for the remaining period of its duration after the change in ownership relationships. In addition, if the customer (i) sells a substantial part of his assets, or (ii) sells or transfers or causes the sale or transfer of a sufficient volume of the customer's share, which directly or indirectly results in a change in ownership relationships in the customer's company from the point of view of management, the contractor is entitled to withdraw from the Contract by written notice to the customer, while the contractor bears no responsibility towards the customer, except for the obligations arising from the Contract until its termination.
- 2.7. The date of payment to the customer is considered to be the date of crediting the amount owed to the contractor's bank account. If, in relation to the bank that is decisive for the date of payment, the last day of invoice maturity falls on a Saturday, a non-working day, or a bank holiday, the last day of invoice maturity is the working (banking) day before the Saturday, non-working day, or non-working bank day. day of the given bank.
- 2.8. The customer is entitled, with the prior written consent of the contractor, to assign, transfer or trade in any way with any rights, claims or obligations arising from the Contract.
- 2.9. In case of justified and demonstrable changes in energy prices, performance or legislative changes that affect the price of goods, the contractor has the right to unilaterally adjust the price of the work by notifying the other party in writing.
- 2.10. In the event of any increase or decrease in the current transport prices on the market by more than five percent (5%), the contractor is entitled to a notice delivered to the customer.

- 2.11. All bank costs outside the contractor's bank are to be paid from the customer's account.

### **Article 3.**

## **Ownership and transfer of risk of loss or damage to the work, execution of the work**

- 3.1. The risk of loss or damage to the work passes from the contractor to the customer in accordance with the agreed delivery conditions.
- 3.2. If the contractor prepared a price offer based on the display of the implementation documentation/request sent to him by the customer, he is not responsible for defects in the work caused by the incorrectness or inappropriateness of the documentation/request sent.
- 3.3. The correctness of the choice of the method of execution of the work, or its price variant, is the responsibility of the customer. The customer does not require the contractor to anticipate the needs of the customer in any way in this regard. In cases where a cheaper version of the execution of the work is agreed upon, the customer is fully aware that he cannot make any claims for defects resulting from the choice of a cheaper version. The contractor is not obliged to specifically notify the customer of the above. The customer acknowledges and agrees that the contractor will not be responsible for any damage incurred as a result of the customer's choice of execution version.
- 3.4. The customer acknowledges and agrees that, unless otherwise agreed in the specific contract for the work, the contractor is not obliged in any way to:
  - notify the customer of various options for executing the work;
  - find out where and under what conditions the work will be assembled;
  - to find out whether the given work is really suitable for the use as intended by the customer.
- 3.5. The contractor is entitled to respect the instructions given by the customer when performing the work. The contractor is not responsible for any damage/defects that arise from respecting the customer's instructions (e.g. data resulting from the project documentation).
- 3.6. In no case is the contractor obliged to respect such instructions of the customer that would lead to an increase in the price for the work, or to increase the costs of the contractor.
- 3.7. The contractor is entitled to a reasonable increase in the price for the work if there is a need

- for activities/costs that were not foreseeable at the time the contract for the work was signed. The contractor shall lose his right to increase the price for the work if he does not notify the customer of the need to increase the price for the work within 1 month from the day on which he became aware of the need for the increase. Such unforeseeable costs/activities are mainly considered to be expenses (e.g. unpredictable travel expenses or remuneration of the contractor's workers, costs for the necessary adjustment of the place of execution of the work, etc.) incurred by the contractor due to the fact that the customer did not prepare the place of execution of the work in accordance with this contract.
- 3.8. The work is considered to have been completed at the moment when the assembly is completed in such a way that it can be used for work. The assembly can be properly used, especially if the conditions are met that would allow it to be approved. If such conditions are not met due to instructions given by the customer, the work is considered to have been performed properly. If the approval of the building, of which the properly executed work is a part, is prevented by another fact (e.g. defects in another part of the building, etc.), the work is considered properly executed.
- 3.9. The contractor will notify the customer by e-mail / fax / post that the work is ready for delivery. The parties have agreed that the takeover procedure will take place no later than 5 working days from the date of execution of the work, unless otherwise agreed. The parties are obliged to participate in the takeover procedure, or ensure the presence of their representatives in it so that it can be held within this period.
- 3.10. The contractor hands over the completed work and the customer takes it over. In the acceptance protocol, the parties confirm the acceptance and handing over of the work to the customer, or record the detected defects. Defects that could have been detected during the takeover procedure and were not pointed out by the customer during the takeover procedure cannot be claimed/complained about. If the customer does not participate in the acceptance procedure, he loses any claims for defects in the work that could have been discovered during the acceptance procedure.
- 3.11. The customer undertakes to send the contractor sufficient photo documentation of the readiness of the work site no later than 2 working days before the start of assembly and to maintain the site in such condition throughout the assembly period. In case of violation of this obligation, the customer is in delay, which means at the same time that the contractor cannot be in delay with his performance according to the contract for the work until the customer prepares the place for assembly.
- 3.12. The customer will provide the contractor's installers with the necessary access and arrival at the place of execution of the work.
- 3.13. The customer undertakes to hand over to the contractor a properly prepared place for the execution of the work. A properly prepared place is considered one that meets the following parameters:
- provision of operational lighting of premises for installation and functional 230V/25A electrical connector complying with safety regulations;
  - completion of construction, electrical installation, or other works by third parties / the customer before the installation by the contractor begins, so that the contractor brings the installation to the final state. If these works are not carried out and the contractor carries them out, these works will be considered additional works because they are not included in the price of the work;
  - unless the contractor specifies otherwise, he assembles the work up to the final state of the surface. The customer is therefore obliged to ensure that the place of assembly meets these conditions;
  - cleaning the premises before assembly;
  - during assembly, the contractor's assembly workers will be allowed access to social facilities and movement around the building so that the assembly is carried out safely and optimally (during assembly, the customer excludes the movement of other people in the work assembly area).
- 3.14. If the contractor can not perform the work or any part of it, for any reason on the part of the client, the contractor is entitled to postpone such performance date by as many days as the relevant reason on the part of the client persists. The same also applies in the case of the customer's delay in paying any part of the advances, or invoice according to the work contract.
- 3.15. The customer will provide the contractor with a lockable room free of charge for the storage of the contractor's workers' belongings, materials and tools, in winter this room will be heated to a temperature of 20°C.
- 3.16. As part of handing over the place for the execution of the work, the customer undertakes to mark out all underground and above-ground lines, utility networks and boundaries of the place of execution of the work and at the same time hand over to the contractor the consents and

conditions of their administrators under which the work can be carried out. The contractor is not responsible for damage to underground lines and utility networks that will not be laid out when handing over the place of execution of the work. The customer declares that there are no hidden obstacles at the place of execution of the work, which would make it impossible to perform the work or its part in the agreed manner. In the event that earthwork is required during assembly, the customer declares that there are no utility networks at the assembly site. Any damage that occurs as a result of the falsity of this statement is undertaken by the customer.

3.17. The customer undertakes to ensure all the decisions of the state administration bodies, which are necessary for the execution of the work.

3.18. When handing over the place for the execution of the work, the customer will provide the contractor with the documents required to start the work requested by the contractor (e.g. a copy of a valid building permit, etc.) for inspection. These documents will be available for inspection during assembly.

3.19. In case of violation of any obligations of the customer according to this clause of the contract, the contractor reserves the right to:

- a) not to recognize claims from defects, not to recognize compensation for damage that arose in a causal connection with the unpreparedness of the premises, failing to perform work;
- b) claim compensation in the amount of demonstrable costs, especially due to impossibility of assembly.

3.20. The customer declares that he has all the necessary authorizations for placing the work at the place of execution of the work.

3.21. During the installation of the parts, or the removal of defects of the part, the customer bears the costs of:

- a) consumed energy, water/sewage necessary for the implementation of the work;
- b) guarding the material necessary for the realization of the work;
- c) lockable guarding of the contractor's installers' belongings;
- d) scaffolding.

3.22. The customer declares that the subject of the work is part of the project documentation and will ensure that the installation is recorded in the construction diary. The customer will provide professional supervision for the execution of the work.

3.23. The customer is obliged to notify the contractor of circumstances that could have a negative impact on the customer's ability to pay.

3.24. The risk of damage (including loss, destruction) to the parts of the unassembled work passes to the customer at the moment of their assembly at the place of execution of the work. The customer bears the risk of damage to the already completed work.

3.25. The contractor is entitled to appropriately place an advertising board at the place of installation.

## **Article 4. Transport aids and waste management**

4.1. Any packaging material of the goods intended for the execution of the work is considered a non-returnable transport aid, and the costs of its disposal and storage go to the account of the customer.

4.2. The customer disposes at his own expense of all the sorted packaging that was stored by the contractor at the place of execution of the work in connection with the execution of the work.

## **Article 5. Liability for defects in the work**

5.1. The contractor performs works according to agreed (international, domestic or other) technical specifications for dimensional, mechanical, physical, surface or other agreed characteristics. In order for the technical specifications and/or any other additional requirements of the customer to be contractually binding, they must be clearly stated in the Contract. Only such technical specifications are contractually binding for the contractor in relation to the quality and properties of the work, while at the same time it applies that no other guarantees or obligations of the contractor in relation to the quality and properties of the work arise. The contractor does not guarantee that the delivered work is suitable for the usual purpose for which such goods are generally used, nor for any specific purpose of the customer, and the customer agrees not to rely on the expertise and/or judgment of the contractor.



- If the purpose of use is stated in the Agreement, it is only informative.
- 5.2. The customer confirms that by the date of termination of the relevant contract for the work, the contractor has handed over to him all the necessary documents relating to the work (especially manuals for maintenance and care of the work). The customer undertakes to comply with the instructions given in these documents.
  - 5.3. The use of the work must be in accordance with the relevant legal regulations. The customer is fully responsible for compliance with the legal regulations relating to the use of the work.
  - 5.4. The customer is obliged to inspect the work or arrange for it to be inspected, depending on the circumstances, as soon as possible after the work has been completed.
  - 5.5. If the customer violates any of his obligations to take care of the goods during their transportation, storage or inspection according to the provisions of the contract or related regulations, the contractor reserves the right to reject the claim for defects in the goods caused by the violation of such an obligation.
  - 5.6. If the contractor provides the customer with a quality guarantee, he provides it during the guarantee period set by the manufacturer, starting from the day the work is performed.
  - 5.7. The guarantee does not apply to cases of complaints arising as a result of incorrect selection of the possibility of performing the work by the customer.
  - 5.8. The customer is obliged to notify the nature and specification of the occurrence of defects in the work:
    - a) in the case of obvious defects of the work without unnecessary delay (within a maximum period of 8 days) after the inspection of the work, which he is obliged to carry out according to paragraph 5.2.,
    - b) for all hidden defects of the work and defects for which the contractor provides the customer with a guarantee, without unnecessary delay after their detection, but no later than within the period established by legal regulations, for defects covered by the guarantee during the warranty period.
  - 5.9. Each such notice shall be sent by courier, registered mail or other suitable method that guarantees confirmation of receipt by the contractor and shall contain copies of the following documents and data:
    - Duplicate bill of lading (CMR, CIM, B/L),
    - Number of the relevant Contract and number of the relevant invoice,
    - Identification data of the allegedly defective work, dimensions, claimed amount, etc.),
    - Description of defects, including their exact and complete photo documentation,
    - a preliminary estimate of damage to allegedly defective goods made by the customer.
  - 5.10. No complaint about the work entitles the customer to refuse to make payment or to refuse to accept further deliveries from the contractor.
  - 5.11. If possible, the customer is obliged to separate the work for which he is making a claim against the contractor in its original state, so that it can be inspected by the contractor's technical representatives. Without the prior written consent of the contractor, the customer is not entitled to use or sell the claimed work - any such use or sale without the prior written consent of the contractor will result in the work being considered delivered without defects and in accordance with the contract for the work. The customer is not entitled to compensation for defective work, unless he has properly allowed the contractor to inspect the work or the claimed work is not available for inspection.
  - 5.12. The customer is obliged to provide access to the part on which he is making a claim and to allow the contractor's technical representatives to inspect it in order to justify the claim.
  - 5.13. In case of recognition of the claim by the contractor, it is the duty of the contractor to remove the defects as soon as possible.
  - 5.14. The reason for claiming a defect in the work does not entitle the customer to refuse to accept the work.
  - 5.15. The client is obliged to reimburse the contractor for all incurred costs related to the removal of the claimed defect in the event that the contractor's findings do not confirm the defect in the work alleged by the client. The customer is thus obliged to pay the contractor in particular the incurred travel costs. The customer also undertakes to pay the costs incurred related to the removal of the defect, but at least in the amount of 200 EUR, and at the most in the amount of 40% of the price of the work including VAT.
  - 5.16. The customer is not entitled to complain about the technical parameters of the delivered work, as long as he entered them himself.
  - 5.17. Inaccurately defined or not defined at all technical parameters of the work cannot be the subject of a complaint.
  - 5.18. If the contractor accepts the customer's complaint, the contractor is entitled to:
    - a) deliver spare equipment, parts in a reasonable time.
  - 5.19. The contractor is not responsible for defects caused by:
    - (a) by substandard, unqualified or inappropriate storage, use, installation or testing
    - (b) reasons related to unprofessional assembly,
    - (c) attempts to modify or repair the goods without the prior written authorization of the contractor,

- (d) reasons related to inappropriate handling, transport or storage of goods,  
(e) by neglecting/improperly performing prescribed regular maintenance,  
(f) by incorrect setting of user parameters or  
(e) for any reason other than the standard use of the work.
- 5.20. Any warranty applies only to works installed within the territory of the Slovak Republic. A special agreement must be concluded with regard to works built outside the territory of the Slovak Republic.
- 5.21. The selection of the claim from defects is made by primarily applying the possibility of removing the defects of the work by the contractor. The customer is not entitled to remove defects himself or have them removed without the prior consent of the contractor. Only in the event that the contractor does not properly remove the repeated defects within the time limits set by this Agreement, the customer may remove the defects through a qualified third party at reasonable costs. When removing defects in the work, priority is given to removing defects in the work in a way that is equal in price to the method of performing the respective defective part of the work. The parties have agreed that if the only possible solution to eliminate the defects is more expensive/of a higher standard than the solution based on the contractor's offer, according to which the work was performed, the customer is obliged to pay the relevant price difference in advance. If the customer does not fulfill this obligation, the contractor will be able to determine either another method of claims for defects in the work, or he will retain the right to pay the relevant price difference if he removes the defect.
- 5.22. In addition to claims from defects in the work, the customer is not entitled to compensation for damages.
- 5.23. The customer is not entitled to withhold more than 10% of the price for the work including VAT due to possible legitimate claims due to defects in the work.

## **Article 6. Higher power**

- 6.1. None of the parties shall be liable for the delay or for the complete or partial non-fulfillment of its obligations arising from the Agreement to the extent that its fulfillment was prevented, there was a delay in fulfillment or the fulfillment was hindered as a result of an event of an exceptional nature beyond the reasonable control of the party concerned, which could not be reasonably foreseen or could not be avoided, including events such as: natural disasters, wars, military

operations of various kinds, riots, civil disturbances, sabotage, revolutions, acts of piracy, explosions, fires, floods, general strikes, lockouts, official interventions of legal or illegal nature, or other circumstances occurring independently of the will of the party, beyond the control of the party, which could not have been prevented, or which could not have been averted or overcome (each such event hereinafter referred to as a "Force Majeure Event").

- 6.2. The party affected by the total or partial inability to fulfill its obligations arising from the Agreement as a result of a Force Majeure Event is obliged to inform the other party in writing about the occurrence/termination of such Event by fax/e-mail notification within ten (10) days from the date of occurrence/termination, whereby such notification it must be confirmed by the original notification sent within the next ten (10) days. Upon request, the affected party shall submit a confirmation of such Force Majeure Event issued by the local Chamber of Commerce or prove its existence in another credible way.
- 6.3. In the event that the Force Majeure Event lasts for less than sixty (60) consecutive calendar days, the parties will retain their rights and obligations under the Agreement and the time for fulfilling such obligations, as well as the validity period of the Agreement, will be extended by the duration of such Force Majeure Event .
- 6.4. In the event that the Force Majeure Event lasts for sixty (60) or more consecutive calendar days, each of the parties shall be entitled to withdraw from the Agreement with effect from the moment such notification is delivered to the other party, without any right or obligation to compensation for damages, with with the exception of damages that occurred before the start of such Force Majeure Event, or damages that are not related to such Force Majeure Event.
- 6.5. The party that does not notify the other party as required in paragraph 6.2., will be obliged to compensate the other party for all damages caused by the breach of this obligation.

## **Article 7. Sanctions, confidentiality of information, promotion**

- 7.1. In case of non-payment of the price for the work by the customer within the agreed due date, the contractor is entitled to charge the customer interest on delay in the amount of 0.05% of the unpaid amount for each day of delay.
- 7.2. The contractor considers any data specified in the Agreement and any information or documents provided to the customer in

connection with the Agreement to be confidential, and the customer undertakes not to provide them or allow access to them in any form to any third party, except when required by law, court decision ( including arbitration), state authority or contractor's insurance policy. Disclosure of the above information by the contractor within Admax Tech, s.r.o. as well as tax, legal and other advisors, consultants, auditors or insurers of the contractor, who are bound by a professional or contractual obligation of confidentiality, will not be considered a violation of this provision.

- 7.3. The contractor is not responsible for compliance with the legal regulations in force in the country of import or transit of the goods, unless such compliance is clearly stipulated in the Contract.
- 7.4. The customer is not entitled, without the prior written consent of the contractor, to list the contractor as his business partner or to use the contractor's business name or logo when promoting himself or his activity or in statements to the media, in any form.
- 7.5. The customer acknowledges that the contractor, as part of the Customer Relationship Management (CRM) system, with the aim of continuously improving the quality of services provided to the customer and customer satisfaction, records the entire process of delivery of the work from the first contact with the customer, mainly through the automated archiving of all bilateral e- email communication, in accordance with applicable legal regulations.

## **Article 8. Termination of the Agreement**

- 8.1. Each party shall be entitled to withdraw from the Agreement by written notice if:
  - a) the other party repeatedly violated the Agreement, or
  - b) the breach of the Agreement by the other party lasts more than 7 days,
  - c) the other party has materially breached the Agreement. Substantial breach of the Contract means in particular breach of payment terms, delay by the customer in paying any claims of the contractor (regardless of the legal title of their origin) towards the customer from any contract, breach of the obligation to ensure payment of the price for the work or failure to take over the work within the agreed terms, as well as failure to cooperate during the performance of the work, or for the reasons stated in the Contract.

- 8.2. The customer acknowledges that the work was custom-made for the customer. If the work is part of the construction, it cannot be returned or handed over to the contractor.
- 8.3. Withdrawal from the Agreement will take effect on the day it is delivered to the other party.

## **Article 9. Liability for damages, inspections and audits**

- 9.1. The liability of the contractor towards the client in case of damages is limited by the amount of the price paid by the client to the contractor according to the relevant Contract.
- 9.2. In no case is the contractor liable to the customer for indirect damages, including, but not limited to, damages related to production losses, lost profit or expected profit, losses from expected future sales, damage to reputation. Furthermore, the contractor is not responsible for losses from the use of products, fees and costs of legal representation and contractual fines, other sanctions or any claims with which the customer is burdened by third parties, whether as a result of a breach of the Contract, warranty or for any other reason. The contractor is not responsible for damages that could not be foreseen. This limitation of liability does not apply if the damage was caused by the contractor to the customer as a result of intentional actions or gross negligence of the contractor.
- 9.3. With the exception of the case of intentional illegal actions by the contractor or gross negligence on the part of the contractor, the contractor does not accept any responsibility for damage suffered by the customer's personnel or for damage suffered by third parties who participated in the performance of the Contract.
- 9.4. The client is responsible to the contractor for ensuring that the client's employees or people authorized by the client in the premises where the work is being carried out comply with all valid regulations regarding health and safety, fire protection, the relevant work order and the Code of Ethics. In case of violation of this obligation, the contractor is entitled to demand the expulsion of such pe from the premises of the execution of the work. At the same time, the customer is responsible to the contractor for all damages incurred by the contractor as a result of the customer's breach of this obligation.
- 9.5. The customer shall ensure that all his employees and people authorized by him, who enter the premises of the work in connection with the inspection of the work, use personal protective

work equipment in accordance with the relevant legal regulations. Mandatory equipment: safety helmet, safety glasses, work gloves, work clothes (overalls), work shoes. In case of non-compliance or rejection of the mentioned security measures, the mentioned employee will not be, or people authorized by the customer to enter the premises where the work is to be carried out.

## **Article 10. Anti-corruption obligations**

10.1. The customer declares that neither he nor any of his owners, directors, employees, nor any other person acting on his behalf, in connection with the actions and transactions intended by the Contract or in connection with any other business transactions involving the contractor, has not carried out and will not carry out, has not offered and does not offer, or has promised and will not promise, any payment or other thing of value, directly or indirectly, (i) to any government official; (ii) to any political party, political party official or candidate for office; (iii) to a third party knowing or suspecting that such payment or thing of value will, in whole or in part, be provided, offered or promised to any of the above or (iv) to any individual or legal person, if such payment or transfer would violate the right of the country in which they are performed, or the law of the Slovak Republic and the EU. It is the intention of the parties that no payment or transfer of money or anything of value shall be made with the intent or effect of public or commercial corruption, the acceptance or tacit consent of extortion, bribery or other illegal or dishonest instruments to obtain business. However, this Article does not prohibit the giving of business souvenirs of insignificant value, or the giving of standard and customary business entertainment, provided that any such souvenir or entertainment is legal in the state in which it is given, is offered for a legitimate business reason, is justified under the circumstances, and are not provided with any dishonest or corrupt intent. For the purposes of the Agreement, the term "government official" means any officer or employee of (i) any local, state, regional or national government/administration or any ministry/state or administrative body, agency or representative thereof, (ii) a company wholly or partly owned or controlled by a government, or state or administrative body, or (iii) a public international organization, or any other person officially acting for or on behalf of such government or ministry, state or administrative body, representative, company or public international organization.

10.2. The law implementing the Convention of the Organization for Economic Co-operation and Development on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention"), including the anti-corruption legislation of the Slovak Republic, prohibits direct and indirect bribery and attempted bribery of public officials. Both parties are familiar with the relevant anti-corruption legislation, understand it and agree to comply with it and also to not take any action that could be a violation or could cause a violation of the relevant anti-corruption legislation or a violation of the law of other countries that prohibits the same type of conduct.

## **Article 11. Final provisions**

- 11.1. Any prior agreements or statements of any nature made between the parties that relate to these GCTC are superseded by these GCTC.
- 11.2. The contractor is entitled to transfer the rights and obligations from the relevant work contract to a third party.
- 11.3. Each party shall immediately notify the other party in writing of any changes to its trade license or data changes in the commercial register that have a direct impact on the terms and performance of the Agreement, or any official initiation of liquidation, bankruptcy or other similar proceedings.
- 11.4. Amendments to the Agreement shall be in writing, signed by duly authorized representatives of both parties.
- 11.5. Legal relations arising from the Contract, not regulated by the Contract, as well as non-contractual claims arising in connection with the Contract, are governed in their entirety by the law of the Slovak Republic, regardless of other principles of its conflict of laws law. The parties have agreed that the courts of the Slovak Republic have exclusive jurisdiction to resolve all disputes arising from the Agreement or in connection with it, including, without limitation, disputes regarding the validity, interpretation and cancellation of the Agreement, and any dispute that the parties do not resolve by agreement will be submitted for decision:
  - To the District Court of Košice I, as the locally competent court of the ordering party in Slovakia, if the ordering party has a place of residence or registered office outside the Slovak Republic or
  - materially and locally to the competent court of the Slovak Republic, if the customer has a residence or registered office in the Slovak Republic.





11.6. In the event that any provision of these GCTC, or any part of it, is invalid, the other provisions remain in effect.

Košice, June 01, 2023

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Ing. Roman Őrhalmi - Executive manager