



## GENERAL TERMS AND CONDITIONS OF PURCHASE AND SALE OF GOODS AND SUPPLY OF SERVICES

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### I.

#### Initial Provisions

1. These General Terms and Conditions (hereinafter “**GTC**”) are issued in accordance with Article 273 of the Commercial Code Act No 513/1991, as amended (hereinafter “**Commercial Code**”) to govern the contractual arrangements arising between **SOUTHERM, s. r. o.**, having its registered office at Športová 4021/13 A, 929 01 Dunajská Streda, Identification No: 34 152 644, registered in the Commercial Register of Trnava District Court, Section: Sro, File No 2493/T (hereinafter “**Customer**”), on the one part, and a natural person or legal entity that is supposed to supply, or supplies, to the Customer for consideration a product or Goods or a Service falling within the Supplier’s registered scope of business (hereinafter “**Supplier**”), on the other part.

### II.

#### Term Definitions

1. For the purpose of these GTC, the below terms will have the following meanings:
- (a) **Purchase Order** means an expression of the Customer’s intent to be supplied Goods or a Service by the Supplier, usually made in the form of a specific purchase order used by the Customer with the specification of the Goods or Service sought;
  - (b) **Goods** means a movable item specified by an individual description and/or quantity;
  - (c) **Service or Work** means a whole of the Supplier’s activities which the Supplier is obliged to carry out under a Purchase Order or a Contract and which consist in the performance of works or provision of Services or construction of a building, or a part of a building, or preparation of required documents, or the performance of related activities; a Work is also understood to refer to any activity of the Supplier under a Purchase Order, regardless of whether the result of such activity of the Supplier has the character of a work within the meaning of the provisions of Article 536(2) of the Commercial Code, or a work within the meaning of the Copyright Act, and whether the result of the activity is tangible or otherwise;
  - (d) **Licence** means an authorisation for the use of a Work, i.e. where the Work or its part is a work of authorship, then the Supplier as the author of the Work will be deemed to grant the Customer an exclusive, unlimited in scope (in substantive, temporal as well as geographical terms) licence for any use of the Work or its individual parts, including all modes of use referred to in Article 19(4) of the Copyright Act as well as any other modes of use, including without limitation processing, modifying or altering the Work and using the Work or any part of it as a basis for the preparation of another Work as well as distributing the Work to third parties;
  - (e) **Contract** means a written contractual agreement for the supply of Goods or provision of a Service entered into between the Supplier and the Customer, or a Purchase Order issued and accepted in accordance with these General Terms and Conditions; unless otherwise stipulated, a Framework Contract will also be considered to be a Contract for the purposes of these General Terms and Conditions;
  - (f) **Framework Contract** means a written contract for the repeated supply of Goods or repeated provision of a Service entered into between the Supplier and the Customer;
  - (g) **Parties** means the Customer and the Supplier collectively, or when used in the singular, each of them separately;

- (h) **Website** means the website of the Customer, which is [www.southern.sk](http://www.southern.sk) as of the date of issue of these General Terms and Conditions ;
- (i) **OHS** means Occupational Health and Safety;
- (j) **FP** means Fire Protection;
- (k) **EP** means Environmental Protection;
- (l) **Sanctions** mean international sanctions pursuant to the Sanctions Act;
- (m) **Copyright Act** means the Act No 185/2015, as amended;
- (n) **VAT Act** means the Act No 222/2004 on value added tax, as amended;
- (o) **Personal Data Protection Act** means the Act No 18/2018 on the protection of personal data and on amendments to certain laws, as amended;
- (p) **Sanctions Act** means the Act No 289/2016 on the enforcement of international sanctions and on amendments to the Act No 566/2001 on securities and investment services and on amendments to certain laws (Securities Act), as amended;
- (q) **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27/04/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

### III.

#### Scope of application of the GTC

1. These General Terms and Conditions will apply to all Contracts entered into between the Supplier and the Customer in a written form through a Purchase Order or through an implied act, unless the Parties agree otherwise in writing. The Supplier familiarised itself with these General Terms and Conditions at the time of receipt of the Purchase Order and/or the time of entry into the Contract. By entering a Contract or accepting a Purchase Order (including through an implied act), these General Terms and Conditions will become an integral part thereof and the Supplier will accept the text of the General Terms and Conditions by entering into the Contract (in writing, through a Purchase Order, or through an implied entry into a Contract at the latest) and the existence of any general purchasing, trading or other similar terms and conditions of the Supplier will be without prejudice to the provisions of these GTC. The application of the Supplier's general terms and conditions is hereby excluded, unless the Customer acknowledges their application in writing. Unless otherwise agreed in writing in advance, the Supplier acknowledges and agrees that these GTC and a Purchase Order are sufficient to define the terms of performance of the Contract. In case of any difference between a Contract and these GTC, the provisions of the Contract will prevail.

### IV

#### Purchase Order and its Acceptance

1. The provision of a Service or delivery of Goods by the Supplier will generally be made on the basis of individual Purchase Orders delivered by the Customer to the Supplier in person, by post or via e-mail, which may be preceded by the submission by e-mail or telephone of the Customer's inquiry and/or the Supplier's quotation. The Customer will send the Purchase Order by post to the Supplier's registered address, or to the e-mail address specified by the Supplier in a previous telephone conversation or e-mail communication.

2. The Supplier will confirm its acceptance of the Purchase Order to the Customer by way of written confirmation delivered in person or by post, or by an e-mail stating that the Supplier accepts the Purchase Order without any additions, reservations, limitations or other modifications, whereupon the Contract will be deemed validly entered into between the Parties. The Supplier agrees to deliver the confirmation of acceptance of the Purchase Order to the Customer no later than three (3) working days of the date of receipt of the Purchase Order from the Customer. The Customer will have the right to withdraw the Purchase Order at any time before its acceptance, provided that the withdrawal must reach the Supplier before it sends its confirmation of acceptance to the Customer. The withdrawal of a Purchase Order will be possible at any time during the deadline for the acceptance of the Purchase Order. For the avoidance of doubt, a Contract will be deemed entered into no later than the day the Goods are delivered or the provision of the Service started in accordance with the times, methods and terms of supply specified in the Purchase Order, regardless of the acceptance referred to in the first sentence of this

paragraph; the foregoing is without prejudice to the next paragraph of this Article of these GTC.

3. For the avoidance of doubt, an acceptance of a Purchase Order with additions, reservations, limitations or other modifications will be deemed effective only to the extent the Customer has expressed its consent thereto in writing.

4. The Supplier acknowledges that no payment will be made without the delivery of a confirmation of the acceptance of the Purchase Order to the Customer. The Parties have expressly agreed that if the Supplier fails to deliver its confirmation pursuant to the preceding sentence, the Customer will not be in arrears with the payment of the Supplier's invoice.

5. If the Supplier is unable to carry out the Customer's Purchase Order in full, the Supplier will without delay, and in three (3) working days at the latest, notify the Customer of this fact and of the conditions on which the Supplier would be able to carry out the Customer's Purchase Order within the required delivery time. If the changed conditions are acceptable to the Customer, the Customer will deliver to the Supplier in person, by post or via e-mail a new Purchase Order specifying the changed conditions accepted by the Customer, without changing the other conditions of the initial Purchase Order that are deemed accepted by the Supplier.

6. If the Supplier is unable to carry out the Customer's Purchase Order at all, the Supplier will without delay, and in three (3) working days at the latest, notify the Customer in person, by post or via e-mail of the impossibility to carry out the Purchase Order, whereupon the given Purchase Order will become void.

#### **V. Price**

1. The price of the Service or the Goods will be agreed in the Contract. The agreed price of the Service or the Goods will be determined in accordance with the Commercial Code and will be:

- (a) Fixed and final;
- (b) Net of any discounts provided;
- (c) inclusive of any costs of the Supplier associated with the provision of the Service or delivery of the Goods.

2. Unless otherwise agreed, any indication of a price in a Contract will be net of VAT and VAT will be charged on top of such price in accordance with the applicable legislation in force at the time the Goods were delivered or the Service provided.

3. Any change of the price of a Service or Goods will only be possible if both Parties have agreed thereto in advance in writing. Failing that, the Customer will have the right to terminate the Contract for cause with immediate effect.

#### **VI. Invoicing and Payment Terms**

1. The Supplier's right to the payment of a price will arise upon the proper and timely fulfilment of its obligation to provide the Service or deliver the Goods to the Customer without defects and in compliance with the terms and conditions agreed in the Contract.

2. The price of the provision of the Service or delivery of the Goods will be paid by the Customer against an invoice to be issued by the Supplier and sent to the Customer no later than fourteen (14) days after the provision of the Service or delivery of the Goods.

3. The Parties have agreed that the Supplier will issue the invoice on the basis of the actually supplied Service and/or Goods, as approved by the Customer, and deliver the invoice in the PDF format to the Customer's e-mail address [faktura@gge.sk](mailto:faktura@gge.sk). The proof of the provision of the Service or delivery of the Goods (a Service/Goods

delivery and acceptance certificate or delivery note signed by the Customer) must be confirmed in writing by both Parties and enclosed with the invoice as an integral part thereof within a single PDF document. The Supplier will issue a separate invoice for each Contract, unless the Parties otherwise agree in writing. The Supplier will include in the invoice a reference to (the number of) the respective Contract/Purchase Order. The Supplier will issue invoices once a month for repeated deliveries, or else after the specific provision of a Service or delivery of Goods pursuant to the preceding paragraph of this Article of the GTC.

4. The Supplier will be responsible for the correctness and completeness of its invoices, which must include all mandatory elements of a tax document in accordance with the provisions of Article 74 of the VAT Act. If prepayment terms are agreed between the Parties, the invoice must also specify any amounts pre-paid by the Customer that are to be deducted.

5. The Customer reserves the right to return to the Supplier for correction any invoice that fails to include all mandatory elements, as referred to herein above, or includes any inaccurate details. The Customer will indicate in the returned tax document the reason for return. The time limit for payment will newly commence upon the delivery of the corrected/newly issued tax document. The Customer will not be deemed to be in delay in paying the invoice for any time the invoice has been returned to the Supplier for correction.

6. The due date of an invoice will be thirty (30) days of the date of delivery of the invoice to the Customer, unless otherwise agreed in writing between the Parties for any specific provision of a Service or delivery of Goods. The Supplier acknowledges that invoices delivered before the provision of a Service or delivery of Goods will not be accepted. The Customer will not be obliged to pay any invoice that is not accompanied by the original delivery and acceptance certificate for the provided Service, or delivery note for the delivered Goods, signed by the Customer. When signing the delivery and acceptance certificate or delivery note, the Customer will also indicate the name, surname and title of the authorised signatory of each Party.

7. A payment will be deemed duly made on the date when the sum of the payment has been debited from the Customer's account.

8. If the Supplier is a VAT payer, the Supplier hereby represents that the Supplier is not included/published on a list maintained by the Finance Directorate of the Slovak Republic under Section 69(15) of the VAT Act, nor reasons have arisen for the cancellation of the registration of the Supplier under Article 81(4)(b) of the VAT Act. If the Supplier is included on such list, or reasons for cancellation of its registration under the VAT Act have arisen, the Supplier will inform the Customer accordingly without undue delay. In case the Supplier's representation herein above proves to be false, the Customer will have the right to claim from the Supplier compensation of any loss incurred by the Customer in connection with its value added tax liability under Article 69(14) of the VAT Act, including any tax paid under an assessment issued by a tax authority. If the Supplier is included on the list referred to in the first sentence of this paragraph, the Customer will have the right to terminate the Contract for cause, regardless of whether or not the Supplier has fulfilled its notification obligation, as provided herein above. In such case, the Customer will also have the right to withhold a sum corresponding to the VAT amount from the invoiced amount until the Supplier ceases to be entered/published on the said list. The Customer may also pay the amount corresponding to the VAT directly to a special account of the tax administrator instead of the Supplier's account if the laws of the Slovak Republic so require.

## **VII.**

### **Terms of the Provision of Services/Delivery of Goods**

1. The Supplier is obliged to provide the Service or deliver the Goods as determined in the Contract. The Supplier will not be allowed to provide any Service or deliver any Goods partially, unless the Parties otherwise agree in writing.

2. Any supply in excess of what is agreed in the Contract will be subject to the Customer's prior written approval. If the Supplier makes the supply referred to in the preceding sentence before obtaining the Customer's written

approval, the Customer will not be obliged to take over such supply and the Supplier will not be entitled to the payment of the price of any supply in excess of the scope of supply agreed in the Contract.

3. The Supplier agrees to provide the Service or deliver the Goods to the Customer at the place specified in the Contract. If no place of the provision of the Service or delivery of the Goods is specified in the Contract, the Supplier will be obliged to deliver the Goods to, or provide the Service at, the Customer's seat.

4. The Supplier agrees to provide the Service within the times specified in the Contract. The Supplier will be obliged to notify the Customer without undue delay of any delay in the provision of the Service or delivery of the Goods, including stating the reason and the expected possible date of delivery of the Service or the Goods. The foregoing will not relieve the Supplier from any liability for the delay or the obligation to compensate the Customer for any damage caused to the Customer by the delay.

5. The Customer will not be not obliged to take over the Service or the Goods before the agreed date of delivery, unless the Parties agree otherwise.

6. The risk of damage to a Work will be borne by the Supplier for the duration of the execution of the Work and this risk will pass to the Customer upon the delivery and acceptance of the Work.

7. If the Service is provided at a place designated by the Customer or at the place of its seat, the Supplier will be obliged to restore the working areas used for the provision of the Service to their initial condition, including without limitation completely cleaning the place where the Service is provided and removing any remaining materials, waste, etc., or else the Customer will have the right to restore the premises to their initial condition on its own, in which case the Supplier will be obliged to reimburse the Customer upon demand for all demonstrable costs incurred by the Customer in carrying out the Supplier's obligations.

## **VIII.**

### **Acceptance of a Service or Goods; Passage of Title; License**

1. Unless the Parties agree otherwise, upon the Supplier's prior notice, the Customer will allow the Supplier to enter the place of delivery during working hours in order to provide a Service or deliver Goods or rectify any defects, if necessary. The Supplier will be obliged to submit to the Supplier in good time in advance a request for entry into the place of delivery, specifying the estimated time necessary to perform the supply under the Contract.

2. The acceptance of the Service provided or the Goods delivered by the Supplier under the Contract will be confirmed by the Customer in a delivery and acceptance certificate or a delivery note for the Service or the Goods, which is to be presented by the Supplier upon the provision of the Service or delivery of the Goods. The delivery and acceptance certificate or delivery note for the Service or the Goods must include, without limitation, the following details:

- (a) Delivery and acceptance certificate/delivery note number;
- (b) Identification details of the Parties (registered name, registered office, Identification No, VAT ID);
- (c) Designation of the Service/Goods;
- (d) Scope of the Service provided or Goods delivered and the unit of measurement;
- (e) Name and surname and title of the person accepting the Service/Goods;
- (f) Name and surname and function of the person delivering the Service/Goods;
- (g) Place of the provision of the Service/delivery of the Goods;
- (h) Date of acceptance of the Service/Goods.

3. If the Service or the Goods have obvious defects upon receipt, or the documents to be delivered along with the Service or the Goods are not complete, or the quantity of the provided Service or of the delivered Goods is smaller than ordered, or the provided Service is or the delivered Goods are incomplete, the Customer will have the right to refuse to accept the Service or the Goods.

4. No later than the time when the Customer accepts the Service or the Goods, the Supplier will be obliged to hand over to the Customer all documents relevant to the Service or the Goods that are required for the acceptance thereof under applicable laws, technical standards, business practices and the requirements of the Contract (including without limitation a duly completed warranty document, valid attestations, certificates, or other similar documents required for use in the Slovak Republic, etc.).

5. The Customer will acquire the ownership of the Goods at the moment of their acceptance.

6. If the Work is carried out at a place designated by the Customer or at the place of its seat, the owner of the Work and the different parts of the Work will be the Customer and the ownership of such parts of the Work will pass to the Customer at the moment of the creation or processing of the parts of the Work, or their incorporation into the Work. If the Work is carried out at the Supplier's place, the ownership of the Work will pass to the Customer upon the handover of the Work to and acceptance of the Work by the Customer.

7. If the Customer makes available to the Supplier during the execution of a Work and/or the provision of Services any data, materials, databases, applications, software or other content which is owned by the Customer or to which the Customer has exclusive user rights or licences granted by third parties (hereinafter "**Customer Furnished Items**"), the Supplier acknowledges the existence of such rights and licences and, accordingly, the Supplier agrees to fully respect the protection of the rights of the Customer and of the third parties holding rights to the Customer Furnished Items, including without limitation ownership rights, copyrights or rights to protection of any personal data contained in the Customer Furnished Items. For the purposes of the Supplier's disposal of the Customer Furnished Items during the provision of the Services and/or execution of the Work under the Contract, the Customer grants the Supplier an authorisation to use the Customer Furnished Items, to the extent of the Customer's own authorisation for such use, with effect from the start of the provision of the Services and/or execution of the Work under the Contract.

8. If the Work or its part is of the nature of a work of authorship and a licence is granted, the consideration for the granting of the license will be deemed included in the price of the Work and such consideration will be complete and final. The Supplier represents that it is the person authorised to exercise the authors' property rights to and in the Work pursuant to Article 19 et seq. of the Copyright Act and to grant all consents and licences under these GTC; otherwise, the Supplier will be liable for any damage the Customer may incur and agrees to hold the Customer harmless and indemnify the Customer against any third-party claims.

9. The Supplier agrees that the Customer may grant a third party a permission (sub-licence) to fully use the Work within the scope of the licence. The Supplier grants the Customer permission for the transfer of the license to a third party. The granting of a sub-licence as well as transfer of the license under this paragraph of the GTC does not need to be executed in writing and may well be done orally, without any liability for compensation.

## **IX.**

### **Quality**

1. The supplied Service or Goods must be delivered exclusively with the highest quality and conform to the Customer's requirements and technical standards and other demonstrably presented requirements of the Customer.

## **X.**

### **Liability for Defects and Warranty**

1. Liability for any defects of a Service or Goods and guarantee for the quality of a Service and Goods and the rights and obligations arising therefrom will be governed by the laws in force in the Slovak Republic and the Contract.

2. The Supplier will be fully liable for any defect of a Service or Goods that is due to any breach of an obligation

by the Supplier or the Supplier's subcontractor. When taking over a Service or Goods, the Customer will inspect the Service or the Goods, or have them inspected by a person authorised by the Supplier. If upon such inspection of the Service or the Goods the Customer establishes non-compliance of the Service or the Goods with the requirements specified in the Purchase Order or the Contract, the Customer will have right to refuse the Service or the Goods and demand immediate replacement of the Service or the Goods by a Service or Goods that comply with the requirements of the Purchase Order or Contract.

3. The Supplier will grant the Customer a warranty for all Services or Goods delivered to the Customer for twenty-four (24) months from the date of acceptance of the Service or the Goods by the Customer, unless a different warranty period is agreed in the Contract. Under the warranty, the Supplier will be liable for the Service or the Goods and will be obliged to rectify any defects of the Service or the Goods occurring during the agreed warranty period within five (5) days of the date of receipt of the Customer's request submitted by letter or via e-mail, without any claim for reimbursement of any associated costs or expenses. If it is not possible to determine without inspection whether or not a claim is eligible, the Supplier will arrange an inspection of the Service or the Goods such that the defect(s) can be removed within eight (8) days of the Customer's request. Defects can be eliminated by providing a replacement Service or Goods for the defective Service or Goods, or by providing the missing Service or Goods, or by delivering the missing documents related to the Service or the Goods, or by repairing the Service or the Goods, or by providing an adequate discount on the price of the Service or the Goods, if the defect(s) is/are repairable or rectifiable. If the defects of the Service or the Goods are irreparable, or none of the options described in the preceding sentence can be applied to ensure that the supplied Service or Goods is/are free of defects, the Customer will have the right to terminate the Contract for cause and obtain the immediate refund of the full purchase price of the defective Service or Goods, or demand a reasonable discount on the purchase price of the Service or the Goods. If the Supplier fails to comply with the deadline for the rectification of defects of the Service or the Goods, the Customer will have the right to have the defects of the Service or the Goods rectified by another person at the expense of the Supplier, unless the Parties agree in writing to extend the deadline. Any claims for defects of a Service or Goods supplied by the Supplier must be submitted by the Customer in writing (by e-mail) without undue delay as soon as the defect of the Service or the Goods has been detected. The maximum deadline for processing a claim will be 30 calendar days, and this only if it is impossible for objective reasons to comply with the deadlines specified earlier in this paragraph of the GTC.

4. The warranty period will be interrupted for the period from the date of delivery of the claim to the Supplier until the proper rectification of all detected defects. If a replacement Service or replacement Goods is/are delivered *in lieu* of the defective Service or Goods, the new warranty period will begin on the day the Customer receives the replacement Service or Goods.

5. The Supplier will bear all costs associated with the rectification of any (legal) defect(s) of the Service or the Goods, including without limitation the costs of work associated with such rectification, the costs of supplying any missing Service or Goods or replacement Service or Goods, related transport costs as well as any other additional costs incurred by the Supplier in this connection. The Supplier will be obliged to reimburse the Customer for any expenses incurred by the Customer in connection with the provision of cooperation to the Supplier in the rectification of the (legal) defect(s) of the Service or the Goods.

6. If the Supplier fails to rectify any (legal) defect of the Service or the Goods within the deadline specified in paragraph 3 of this Article of the GTC, the Customer will have the right to:

- (a) Terminate the Contract for cause; or
- (b) Demand a reasonable discount on the price of the Service or the Goods.

7. Until the rectification of the defect(s) of the Service or the Goods, the Customer will be relieved from the payment obligation in respect of the portion of the price of the Service or the Goods (unless already paid) corresponding to the Customer's entitlement to a discount on the price of the Service or the Goods, which will be no less than ten per cent (10%) of the price net of VAT of the Service or the Goods.

## XI.

### Penalties

1. In case the Supplier is delayed in delivering the Service or the Goods, the Customer will have the right to claim from the Supplier a contractual fine in the amount of 0.05% of the price net of VAT of the Service or the Goods per day of the delay in delivering the Service or the Goods, which fine will be payable upon the Customer's written demand.

2. If the Supplier fails to

- (a) fulfil any obligation under the warranty; or
- (b) satisfy any claim of the Customer due to defects of a Service or Goods; or
- (c) satisfy any claim of the Customer due to legal defects of a Service or Goods

in a due and timely manner, the Customer will have the right to claim from the Supplier a contractual fine in the amount of 0.05 % of the price net of VAT of the Service or the Goods per day of the default for each and every defect of the Service or the Goods.

3. If any breach of obligations in the field of OHS, FP and/or EP arising from applicable legislation or the Contract or these GTC occurs during the activities performed by the Supplier or the Supplier's workers or authorised persons in carrying out the subject of the Contract, the Customer will have the right to claim from the Supplier a contractual fine in the amount of EUR 200 (two hundred euros) for each and every such breach, which fine will be payable upon the Customer's written demand.

4. If the Supplier fails to provide any ordered Service or deliver any ordered Goods in a due and timely manner, the Customer will have the right to claim from the Supplier a contractual fine in the amount of five per cent (5%) of the total price of the Service or the Goods, which fine will be payable upon the Customer's written demand.

5. The application of contractual fines under this Article will be without prejudice to the Customer's entitlement to the full amount of damages for any loss incurred by the Customer in result of the non-fulfilment of obligations to which the contractual fine relates. Also, the application of contractual fines under this Article will be without prejudice to the Customer's claims arising from defects of a Service or Goods and any other rights of the Customer arising from the Contract.

6. If the Customer is financially harmed by a final decision of a public authority or government authority in connection with a breach of obligation (an administrative offence) that is directly causally related to a breach of the Supplier's obligation under the Contract, or by a final decision of a public authority in connection with an infringement of rights of any third-party(ies) which is directly causally related to a breach of the Supplier's obligations under the Contract, the Customer will be entitled to make a recourse claim for compensation for the financial harm. The Supplier agrees to pay such claim to the Customer in a due and timely manner without reservations at the Customer's written demand.

## XII.

### Confidentiality; Promotion; Personal Data Protection

1. The Customer deems all facts, information and data contained in the Contract or in any annex or amendment thereto, and any information or documents provided to the Supplier in connection with the Contract and any pre-contract negotiations related thereto, to be confidential (hereinafter "**Confidential Information**") and the Supplier agrees not to disclose or grant access to Confidential Information in any form to any third party, unless the Contract or any applicable law or decision of a court or of a government authority requires otherwise. Any disclosure of Confidential Information to tax, legal and other advisers, consultants, auditors or insurers bound by professional or contractual confidentiality obligations will not be considered a breach of this provision. The Supplier's obligation to respect the confidentiality of Confidential Information, as set forth in this Article, will be unlimited in time.

2. The Supplier will not be entitled to use the logo or registered name of the Customer or any of its customers



in any form for the purposes of any promotion of the Supplier or its business, or in any statements to the media, without the Customer's prior written approval.

3. The Supplier must not issue any statements, news or press releases etc. for the media, or communicate with the media in any way, in connection with the subject of the Contract or the implementation of the Contract without the Customer's prior written approval.

4. The Supplier will be responsible to the Customer for the observance by the Supplier's employees and/or persons appointed by the Supplier who participate in carrying out the Contract, or are present in the Customer's premises and/or workplaces in connection with the provision of a Service or delivery of Goods, of the prohibition of taking photographs or making any audio recordings or audio-visual recordings or audio-visual transmissions, as well as for compliance with all obligations stated in this Article of the GTC.

5. Anti-corruption clause. There is an agreement between the Parties regarding the fight against corruption as it fundamentally hinders free competition based on quality and supply and demand. For the Parties, business conduct that conforms to ethical and moral criteria is of a high value. Accordingly, in fulfilling their rights and obligations under the Contract and in connection therewith, the Parties agree that each Party itself or through its employees, managers, members of its statutory body or third parties and other parties related thereto will not offer or demand, promise or give, or instruct a third party to offer, promise, give or receive, any improper or unethical benefits, whether tangible or intangible, material or non-material, including without limitation ones not having a primarily business purpose. Any breach of this provision of this Article of the GTC will constitute a serious breach of the Contract. If a reasonable suspicion of a breach of this provision of this Article of the GTC by a Party arises, the other (injured) Party will have the right to terminate this Contract with an immediate effect.

6. If the Supplier demonstrably breaches any obligation arising for it from any provision of this Article of the GTC, whether by negligence or otherwise, or if an event occurs that is considered a breach of the confidentiality obligation under this Article of the GTC, the Customer will be entitled to damages for any loss incurred in consequence thereof. At the same time, the Supplier will be obliged to pay the Customer a contractual fine in the amount of fifty per cent (50%) of the total price of the Goods or of the Service, which fine will be payable upon the Customer's written demand. The payment of the contractual fine will be without prejudice to the Customer's entitlement to damages.

7. The Parties specifically emphasise that the Supplier may process any personal data on behalf of the Customer as the controller solely on the basis of prior authorisation by the Customer and in such manner, on such terms and to such extent as specified in a specific written personal data processing agreement to be signed between the Parties for this purpose before the start of the processing of personal data.

8. In connection with the processing of personal data of the other Party (e.g. of its statutory bodies, employees, workers), the Parties will be obliged to comply with the GDPR and the Personal Data Protection Act . The Customer's Personal Data Protection Officer can be contacted by e-mail at [gdpr@gge.sk](mailto:gdpr@gge.sk) . To the extent a Party is required to register and store this Contract or any documents related to it, including the personal data of natural persons listed therein, for the purposes of keeping tax, accounting or other similar records, or to otherwise process the personal data for the purposes of tax, accounting or other similar laws, the storing and further processing of personal data will be deemed lawful on the ground of necessity for compliance with a legal obligation to which the Party is subject within the meaning of Article 6(1)(c) of the GDPR. The Parties will also process the personal data concerned on the basis of their legitimate interests within the meaning of Article 6(1)(f) of the GDPR., e.g. for the purpose of communication with the relevant workers of the other Party concerning the performance of the Contract. The Supplier's natural persons being the data subjects of the personal data processed by the Customer will have the right, *inter alia*, of access to and rectification or erasure or restriction of the processing of their personal data or to object to their processing, and if the legal basis of the processing is legitimate interest, the right to file a complaint with the Personal Data Protection Office of the Slovak Republic. Further information on the processing of personal data is available on the Customer's website. The Supplier

agrees to provide to the Customer only personal data that are accurate, complete and updated and inform the Customer immediately of any change in the personal data.

### **XIII.**

#### **OHS; FP; EP; Illegal Employment**

1. The Supplier will be responsible to the Customer for the observance by all workers of the Supplier and/or persons appointed by the Supplier (sub-contractors and their workers) who are present in the Customer's premises, facilities or workplaces in connection with the provision of a Service/delivery of Goods comply with applicable laws and other regulations concerning occupational health and safety (Article 39 of the Labour Code Act No 311/2001, as amended), fire protection and environmental protection. When providing the Service or delivering the Goods at a shared place of work, the Supplier will be obliged to comply with applicable laws and other regulations concerning OHS, including without limitation the Act of the National Council of the Slovak Republic NR SR No 124/2006, as amended, and implement measures and create conditions to ensure the protection of health and safety at the place of work, and the Supplier will be fully accountable for compliance therewith. In case of a breach of this obligation, the Customer will have the right to expel the persons concerned from the Customer's premises. At the same time, the Supplier will be liable to the Customer for any damage incurred by the Customer as a result of the Supplier's breach of this obligation. Also, the Supplier will be fully responsible for compliance with legal requirements and duties in the area of environmental protection, waste management, water protection, air protection and fire protection and laws concerning illegal labour and illegal employment.
2. The Supplier will be responsible to the Customer for ensuring in connection with the provision of a Service or delivery of Goods that a safe working procedure or technological method (to the extent required by legislation) is in place for the respective operations and is submitted to the Customer, and that all workers of the Supplier and/or persons appointed by the Supplier who are present in the Customer's premises and workplaces are equipped with the prescribed personal protective work equipment, based on risk assessment and evaluation of the hazards arising from the work process and the working environment in accordance with applicable laws and the Customer's rules, and that they use such equipment in a proper manner. The Supplier will be obliged to ensure that where the nature of the work so requires, the workers of the Supplier and/or persons appointed by the Supplier wear additional personal protective work equipment (e.g. protective gloves, safety goggles, respiratory protection, non-flammable clothing, hearing protection and fall protection equipment, etc.) to protect their health. In case of non-compliance with or rejection of the safety measures referred to above, the Supplier's worker or appointed person concerned will not be permitted to enter the Customer's premises, or will be expelled from the Customer's premises, until the non-compliance is remedied.
3. If substances having one or more dangerous properties are involved in the provision of the Service or delivery of the Goods, the Supplier will be obliged to provide in the relevant documentation a characterisation of all risks arising from the use of such substances and identify hazards and determine measures for the safe handling, keeping, storage and transport of such substances, including without limitation measures for health protection and environmental protection.
4. The Supplier will be obliged to provide to the Customer relevant information about any hazards associated with the operation and/or use of the delivered Service or Goods under the specified conditions, including information about precautions to ensure protection against those hazards, and take measures to ensure safety, health protection and fire protection in accordance with applicable special laws. The Supplier will be responsible for the safe and defect-free condition of the work means, machines, equipment and tools owned and used by the Supplier and the checks, maintenance, statutory inspections and testing and specialised inspections and testing thereof and agrees to ensure that all workers of and persons appointed by the Supplier are familiar with the instructions for the operation and use of such working equipment and have the professional competence required for the operation of the same.
5. In case any penalties are imposed on the Customer by control authorities for a demonstrable breach of

regulations by the Supplier or any workers of the Supplier and/or persons appointed by the Supplier, the Supplier agrees to fully indemnify the Customer for such penalties at the Customer's request within the time limit specified in such request.

6. The Supplier will be obliged to supply all Services and Goods on the basis of valid authorisations and in accordance with valid documentation and through qualified, professionally competent and medically fit employees or appointed persons, as the nature of the supply may require. The Supplier will be responsible for ensuring that all workers of the Supplier and/or persons appointed by the Supplier hold and maintain valid all official authorisations, qualification certificates and documentary proofs of professional competence and submit the same to the Customer upon request for the purposes of the provision of Services or delivery of Goods.

7. The Supplier agrees to respect the prohibition of illegal work and illegal employment in accordance with the Act No 82/2005 on illegal work and illegal employment and on amendments to certain laws, as amended, and to instruct all its suppliers and subcontractors about this obligation. The responsibility for their compliance with this obligations will be with the Supplier. In case any penalties are imposed upon the Customer in connection with non-compliance with the prohibition of illegal work and illegal employment, the Supplier agrees to fully indemnify the Customer for such penalty at the Customer's request within the time limit specified in such request.

8. The Supplier will be obliged to perform only such works as are foreseen in the Contract, to move around the Customer's premises and areas in accordance with the traffic signs and using only marked roads and passageways, follow the instructions of the Customer's responsible employee, limit its presence to the designated place of work and refrain from entering other premises or areas, and use only the welfare facilities designated by the Customer.

9. The Parties have agreed under Article 18 of the Act No 124/2006, as amended, that whenever any work under the Contract is carried out by the Supplier and/or persons appointed by the Supplier in the Customer's premises and areas, the following requirements for the scope, methods and conditions of securing and equipping the place of work to ensure safe working will apply:

- (a) All precautions and all action to prepare and implement measures needed to ensure safe working and occupational health and safety at the place of work, including without limitation the identification of possible risks, adoption of effective measures, coordination of activities and equipment of the place of work to ensure the safety of works in relation to the Customer and its employees as well as any third party that is present at the place of work with the knowledge of the Customer (hereinafter "**Third Party**") will be provided to their full extent by the Supplier at its own expense and the Supplier will take such action and implement such measures to at least such extent and in such manner as is required under the applicable safety regulations, including without limitation the Act No 124/2006, as amended, the legislation of general application by which the said Act is implemented as well as the technical standards and approximation regulations of the Government of the Slovak Republic in the area of occupational health and safety, taking due regard of, without limitation, the specific features of the place of work and the nature of the work to be carried out at the place of work;
- (b) The Supplier will inform the Customer and any Third Party in a demonstrable manner of the preventive and preparatory action and measures taken and implemented by the Supplier pursuant to sub-paragraph (a) hereof, including without limitation information about possible hazards, precautions, first aid measures, fire-fighting measures and measures to facilitate rescuing works and the evacuation of employees and the Third Party;
- (c) In case the Supplier is the builder or is responsible for any works involved in the building activities carried out within the premises and areas, the Supplier will be required to comply with, in addition to the obligations laid down in the Act No 124/2006, as amended, and the legislation of general application by which the Act is implemented, requirements for the assurance of occupational health and safety in the building design and in the implementation of building works to the extent provided in the relevant legislation of general application (including without limitation the Act No 50/1976 on the land-use planning and the building permission procedure ("Building Act"), as amended, and the Regulation of the Government of the Slovak Republic No 396/2006).

10. The Supplier and the Customer may agree in writing on the extent to which the necessary measures required to ensure safe working and occupational health and safety at a place of work should be implemented by the Customer; if made, such written agreement will not release the Supplier from its responsibility for taking action as referred to in paragraph 8 of this Article of GTC, including without limitation the responsibility for the proper identification of the risks present in the place of work and designation of the appropriate and efficient measures to ensure safe working and occupational health and safety in the place of work.

11. The Supplier will ensure that all its obligations under the Act No 314/2001 on fire protection, as amended, and the legislation of general application by which the Act is implemented, including without limitation the Ordinance of the Government of the Slovak Republic No 121/2002 on fire prevention, as amended, be fully complied with, including providing training to the Supplier itself (if the Supplier is a business natural person) and its workers and persons in charge of fire protection; the Customer and the Supplier have further agreed that the obligations in the area of fire protection will be fully assumed by the Supplier.

12. The Supplier will be obliged to ensure full compliance with all obligations following from the environmental legislation of general application.

#### **XIV.**

##### **The Supplier's Representations Concerning International Sanctions**

1. As regards any Sanctions pursuant to the Sanctions Act, or any law by which the Sanctions Act may be superseded in the future, by accepting a Purchase Order or, at the latest, by providing any supply, the Supplier represents and warrants to the Customer that:

- (a) The Supplier is not a person subject to Sanctions within the meaning of the Sanctions Act (nor is it in any way related to any person subject to any Sanctions);
- (b) The Supplier is not a party to any transaction whose purpose or consequence circumvents or breaches, whether directly or indirectly, any Sanctions;
- (c) By entering into the Contract, the Supplier does not cause a breach of any Sanction and when performing the Contract, the Supplier acts in its own name and on its own behalf.

2. If the Supplier uses a subcontractor or any third party on whose capacities the Supplier relies (in any form) during the performance of the Contract, the Supplier is obliged to ensure that the Supplier's representations given in the preceding paragraph of this Article of the GTC equally apply to any such subcontractor or third party involved in the supply of the Services or the Goods.

3. The Supplier agrees to inform the Customer of any change in any representation given in this Article of the GTC, or any part thereof.

4. If any of the Supplier's representations regarding Sanctions given in these GTC turns out to be false, incomplete, inaccurate or misleading, whether wholly or partially, at any time between the date of entry into the Contract and the extinction of all claims thereunder, the Customer will have the right to claim compensation for any resulting loss, including any expenses incurred in connection with the pursuit of such claim, and, at the same time, the right to terminate the Contract for cause.

#### **XV.**

##### **Force Majeure**

1. 'Force majeure' refers to circumstances excluding liability which involve the occurrence of an impediment that is beyond control of the obligor Party and prevents it from carrying out its obligations, insofar as the obligor Party cannot reasonably be expected to be able to overcome such impediment or its consequences, or have foreseen the impediment at the time its obligations arose (this includes, without limitation, natural disaster, war, warlike operations of various kinds, riot, civil commotion, sabotage, revolution, acts of piracy, explosion, fire, flooding, general strike, lockout, or official interventions of a legal or an illegal nature and terrorism).

2. If a Party is in breach of its obligation, or is reasonably supposed with regard to all circumstances to know that it is about to breach its obligation, under the Contract, such Party will be obliged to notify the other Party in writing of the nature and consequences of the impediment that prevents, or will prevent, the Party from carrying out its obligations. The obligor Party must give such notification without undue delay as soon as it has learned, or should have learned if it exercised due care, of the impediment. Failure to comply with the notification obligation will make the obligor Party liable to the other Party for any loss that could have been prevented by timely notification.
3. The exclusion of liability due to force majeure will be limited to the duration thereof.
4. The delivery time will be extended by the period of duration of the force majeure. If the duration of the force majeure exceeds two (2) months, either Party will have the right to withdraw from the Contract.
5. Liability will not be excluded on account of any impediment that arose at the time when the obligor Party was already in delay in carrying out its obligation, or that arose from the economic situation of the obligor Party.

## **XVI.**

### **Termination of the Contract**

1. The Contract may be terminated in a manner provided for in applicable laws, or in a manner provided for in the Contract.
2. The Customer will have the right to terminate the Framework Contract for convenience by one (1) months' notice; the notice period will start on the first (1st) day of the calendar month following the month in which the notice was received by the other Party.
3. The Parties have agreed that upon termination of the Contract, the Supplier will be obliged to fulfil the obligations arising from the Contract, unless otherwise stated in the Customer's notice of termination. The rights and obligations of the Parties and the supply of Services and Goods will continue to be fully governed by the provisions of the Contract and the GTC.
4. The Parties have agreed that the Contract (or a part thereof) may be terminated by the Parties' written agreement on the termination of the Contract (or the part thereof) with effect as of the date specified in such agreement.
5. The Parties have agreed that the Contract (or the part thereof) may be terminated for cause in case of a material breach of the Contract that failed to be remedied within an additional period of grace.
6. A material breach of the Contract by the Supplier will occur when the Supplier:
  - (a) Fails to provide the Service and/or deliver the Goods on time and/or in a due manner;
  - (b) Provides a Service and/or delivers Goods differing in extent or quantity or type from what was agreed in the Contract and/or the Purchase Order;
  - (c) Fails to provide remedy for a warranty claim made by the Customer in a due and timely manner; or
  - (d) Repeatedly delivers a defective Service or Goods, or is repeatedly late with the provision of a Service and/or the delivery of Goods;
  - (e) Becomes bankrupt, or a petition for the declaration of bankruptcy against the Supplier's assets or an application for the restructuring of the Supplier is filed under the Act No 7/2005 on bankruptcy and restructuring and on amendments to certain laws, as amended;
  - (f) Submits invalid documents to the Customer, or misleads the Customer as to the specification of any Service and/or Goods, or provides other false information regarding the Contract or any Service and/or Goods;
  - (g) No longer complies with the conditions, certificates, etc. the compliance with which the Supplier

demonstrated when entering into the Contract, or in the tendering process preceding the entry into the Contract;

- (h) Breaches its confidentiality and non-disclosure obligations;
- (i) Harms the reputation and legitimate interests of the Customer;
- (j) Assigns or transfers its receivables without the Customer's prior written approval;
- (k) Is included in the list of value added tax payers maintained by the Financial Directorate of the Slovak Republic for which reasons for the cancellation of registration have arisen.

7. The termination of the Contract for cause must be made exclusively in writing and will take effect on the day the notice of termination is received by the other Party.

8. Upon termination of the Contract for cause, all rights and obligations of the Parties arising from the Contract will cease to exist, except for obligations that, given their nature, are supposed to survive the expiry or termination of the Contract, in particular obligations regarding the protection of confidential information, claims for damages, claims under liability for defects and claims for contractual or legal penalties.

## **XVII.**

### **Final Provisions**

1. Upon acceptance of a Purchase Order, these GTC will supersede any previous agreements and arrangements made between the Parties prior to the entry into the Contract. In case of any discrepancy between any provision of a Purchase Order and these GTC, the provisions of the Purchase Order will prevail. In case of any discrepancy between the Contract and these GTC, the provisions of the Contract will prevail. Any non-application of any provisions of these GTC will not prejudice the application and applicability of any other provisions.

2. The persons authorised to act on behalf of the Supplier and of a Customer that is a legal entity in matters concerned with the entry into and performance of the Contract will be the members of their statutory bodies, unless they delegate their respective powers and authorisations to a different person. The scope of authorisation of such different person of a Party for acting on behalf of that Party in matters concerned with the entry into and performance of the Contract must be notified to the other Party immediately, demonstrably, in writing and in advance.

3. These GTC and all matters provided for therein will be governed by the laws of the Slovak Republic. Any disputes concerning the application or verbal interpretation of these GTC or of the Contract will be subject to negotiation between the Parties. If amicable settlement fails to be reached, the Parties have agreed that the dispute will be finally resolved by the competent court of the Slovak Republic having the subject-matter and territorial jurisdiction over the matter. The Parties have also agreed to exclude the application of any conflict-of-law rules laid down in any bilateral and/or multilateral international treaties and/or agreements incorporated into the law of the Slovak Republic. Any matters provided for in the Contract and these GTC as well as any claims arising from the Contract and the GTC will be governed by the law of the Slovak Republic as the applicable law.

4. Any disputes between the Parties will not entitle the Supplier to unilaterally suspend the provision of the Service or delivery of the Goods.

5. Without the Customer's prior written approval, the Supplier must not transfer and/or assign any duties (obligations) arising from or under the Contract to any third party, or transfer or set off any of its rights (claims) vis-à-vis the Customer arising from or under the Contract. The foregoing prohibition will continue to apply after any termination of the Contract.

6. Should any provision of the Contract prove to be or become invalid, such invalidity will not prejudice the other provisions of the Contract. The Parties will be obliged to immediately replace the invalid provision by a new provision that corresponds to the economic purpose of the Contract sought by the Parties when entering into the Contract.

7. The Parties have agreed that any e-mail correspondence as well as any notices with a legal effect given under the Contract that are delivered by e-mail will be deemed duly executed and effectively delivered.

8. Only the Customer will have the right to make any amendments to these GTC, and the GTC effective as at the time of entry into the Contract will apply to the specific contractual relationship established by the Contract for its duration.

9. The provisions of these GTC will prevail over any legal provisions except those that are mandatory.

10. The GTC are always issued in a written form, are formulated clearly and comprehensibly and are available in the Slovak language. The Customer publishes its General Terms and Conditions and any amendments thereto on its website.

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