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General Selling Conditions

www.matador-group.eu

Valid from 1st July 2023

General Selling Conditions of the MATADOR Group

1 Initial Provisions

1.1 Definitions

Brussels I bis - Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast).

Buyer – Legal entity, natural person, or other entity to whom the Supplier supplies Goods. Buyer shall not be any third person at whom the Supplier or Buyer has ordered transport of the Goods to Buyer.

CISG - United Nations Convention on Contracts for the International Sale of Goods.

Confidential information - (i) Content and subject-matter of the Contract, content of Orders, Invoices, Dispatch notes, Goods, Technical background documents and rights of intellectual and industrial property, (ii) technical know-how of Contracting parties and their trade secret, (iii) any facts about which the Contracting parties have directly or indirectly learned about while performing their obligations and rights resulting from the Contract, (iv) any negotiations, discussions, correspondence and/or another written material directly or indirectly related to the Contract and/or other facts stated in point (i), (v), and any other facts, documents and information which the Contracting parties will mark as confidential or whose confidentiality stems from their nature.

Contract - Contract that stipulates the contractual relationship between Buyer and Supplier, subject matter of which shall be regular supply and /or lump-sum supply of Goods by Supplier to Buyer. In case the Contracting parties have not concluded any Contract in a written form or have not concluded any general contract, the specific Order accepted in accordance with GSC together with the relevant Dispatch note shall be deemed to be the Contract., whereas the Contract, in such case, shall arise by accepting the Order as per paragraph 2.3 GSC. GSC form an inseparable part of the Contract. Divergent provisions of Contract shall prevail over GSC if approved in writing by both Contracting parties.

Contracting party, Contracting parties - Contracting parties (Buyer, Supplier) of the contractual relationship under the Contract.

Dispatch note - Dispatch note issued by the Supplier, on which Buyer, in compliance with the GSC or with the Contract confirms the due and timely delivery of Goods by Supplier to Buyer. Dispatch note shall include the data stated in GSC.

Force majeure - Any natural force or event which is not ruled or controlled by people, strike, war, uprisings, civil disorder, pandemics, measures taken by public authorities including laws, other generally binding legal regulations and general rules, and any other material events which occur independently of Contracting parties' will and Contracting parties could not have foreseen these events at the relevant time. Primary or secondary insolvency shall not be considered Force majeure.

Goods - Goods or services ordered by Buyer from Supplier. For the purposes of GCS, the provision of services shall also be deemed to be production of Goods.

GSC - These General Selling Conditions. GSC are issued as other business conditions in compliance with provision of § 273 Paragraph 1 of OBZ. GSC form an inseparable part of the Contract and/or Order if they refer to GSC or are attached to them. GSC shall be binding regardless of the fact whether or not signed by Contracting parties.

Invoice - Invoice issued by Supplier to Buyer for the Goods supplied, by which Supplier has charged the Price for supplied Goods. Invoice is a tax document and shall include all data and information as per GSC and relevant legal regulations.

OBZ - Act No. 513/1991 Coll. the Commercial Code as amended, valid and effective in the territory of the Slovak Republic.

Order - Order of the Goods made by Buyer and addressed to Supplier, which includes binding amounts and/or volumes of ordered Goods, Prices, delivery terms, maturity terms and other conditions determined by Buyer.

OZ - Act No. 40/1964 Coll. the Civil Code as amended, valid and effective in the territory of the Slovak Republic.

Price – The price for the delivered Goods agreed between Contracting parties in the Contract. The agreed Price shall not be changed unilaterally except in the cases specified in the CSG. The Price may be agreed for specific supplies of the Goods or for a certain time period.

Supplier – The company belonging to the MATADOR Group, which is set forth in the Contract or in the Order as the Supplier or seller, namely the following:

- **MATADOR Automation, s. r. o.**, with its registered office at Továrenská 1, 018 41 Dubnica nad Váhom, Slovak Republic, ID No.: 50 517 708, VAT No.: SK2120356975, registered in the Commercial Register of the District Court Trenčín, Section: Sro, Insert No.: 33680/R,
- **MATADOR Industries, a. s.**, with its registered office at Továrenská 1, 018 41 Dubnica nad Váhom, Slovak Republic, ID No.: 31 632 301, VAT No.: SK2020437738, registered in the Commercial Register of the District Court Trenčín, Section: Sa, Insert No.: 285/R, or
- **MATADOR Tools, s. r. o.**, with its registered office at Továrenská 1, 018 41 Dubnica nad Váhom, Slovak Republic, ID No.: 50 517 554, VAT No.:

SK2120356062, registered in the Commercial Register of the District Court Trenčín, Section: Sro, Insert No.: 33651/R.

Taxes - VAT and any other relevant taxes, custom duties, tariff rates or other payments to public budgets.

Technical background documents - Any technical background documents, data, drawings, templates, models, matrices, patterns, samples, designs, or any other information regardless of its character, form or nature, provided by the Buyer to the Supplier for the purpose of production and/or delivery of the Goods or provided for the Supplier by the Buyer at the Buyer's costs.

ZMPS - Act No. 97/1963 Coll. on international private and procedural law, as amended, valid and effective in the territory of the Slovak Republic.

- 1.2 Unless stated differently in the Contract or GSC or unless Contracting parties agree otherwise, (i) any reference to a provision, legal regulation, GSC or Contract shall be deemed to be a reference to its amended version, including all previous changes amendments and annexes, (ii) any reference to a legal regulation shall be deemed to be a reference to Slovak legal regulation, (iii) any reference to an article, paragraph, point or annex shall be deemed to be a reference to article, paragraph, point or annex of GSC.

2 Ordering the Goods

2.1 Order issuance

Buyer shall issue Orders, which he sends to Supplier in writing or by electronic system used between Contracting parties. Written Orders shall be signed by Buyer or a respective authorized employee of Buyer. To deliver the Order, it is sufficient to send it via electronic mail or register it in the electronic system used by Contracting parties.

Order also includes the Price agreed between Buyer and Supplier. In case that Buyer and Supplier have not agreed upon Price prior to sending the Order, the Price stated in Order shall be deemed quotation. Price shall also include travel costs for Goods supply and any fees and remuneration for usage of any licenses and sub-licenses to intellectual and industrial property rights used for Goods production unless the Contracting Parties do agree otherwise.

Conditions of INCOTERMS 2020 shall be valid for commercial clauses.

2.2 GSC acceptance

In case Buyer has not accepted the application of this GSC directly in the Contract, this GSC shall be deemed accepted by Buyer when legal conditions and conditions stated in this paragraph are met.

Buyer accepts this GSC by sending Order to Supplier providing that Supplier has previously familiarized Buyer with them, or Supplier has sent the GSC or a link to GSC available at www.matador-group.eu to Buyer together with documents or forms used in business relations with Buyer.

Following these GSC in any prior contractual relation with the same Buyer means, that this Buyer is familiar with these GSC when sending any future Order and is aware that Supplier insists on their application in the contractual relationship with Buyer.

Buyer finally acknowledges his GSC acceptance by the fact that he will continue in contractual relationship with Supplier according to the Contract and these GSC.

2.3 Order acceptance

If Supplier agrees with Order, he shall accept it by Order receipt confirmation; for the avoidance of doubt, confirmation of the delivery of Order to Supplier (e.g. by automated electronic mail messages about the delivery or reading the e-mail of which Order is a part, etc.) does not constitute acceptance of Order. Acceptance is thus exercised by express written confirmation of receipt and acceptance of Order by Supplier or a respective authorized employee, which shall be delivered to Buyer. In case that Supplier does not accept the Order within three (3) days after its sending, Order shall automatically lapse.

In case Order is delivered by means of electronic system used by Supplier, Order shall be deemed received at the moment of its registration in the system on Supplier's side. If Supplier does not inform Buyer within seven (7) days after Order registration in the electronic system that he does not accept Order, Order shall be considered accepted after this period lapses.

2.4 Changes and amendments of Order

Buyer shall not be entitled to additionally change Orders, including the ordered amounts of Goods, changes of construction and production of the Goods, and alike without written consent of Supplier. Changes and amendments of Order shall be delivered in the same way as Order and they must state which Order they relate to.

Changes and amendments of Order shall be binding for Supplier if they are accepted by Supplier in writing. In case the Price is increased or decreased as a result of changes and amendments in Order, the Contracting parties shall agree upon a new Price that considers the changes and amendments of Order. In case that the Contracting parties do not come to an agreement on the new Price which would consider changes and amendments to Order, original Order shall be binding.

In case that the changes and amendments to Order are demonstrably delivered prior to accepting the original wording of the Order, Supplier shall accept the Order

automatically, including its changes and amendments delivered prior to Order acceptance by means of accepting the original wording of the Order or any change or amendment of this Order, if the changes and amendments do not affect Price agreed before Order change and amendment.

- 2.5 Buyer shall not be entitled to cancel Order accepted by Supplier without Supplier's prior written consent.
- 2.6 Buyer may send to Supplier some perspectives or forecasts of Order development for longer periods of time agreed with Supplier. Perspectives or forecasts of Order development help Supplier adapt the capacities and production. In the event Buyer does not issue Orders in accordance with the perspectives and forecasts of Order development, Buyer shall reimburse Supplier for all costs reasonably incurred in adapting the capacities and production, including the costs incurred for the purchase of entry materials, unless Supplier is able to use these for objective reasons in the course of its business activities. It is possible to deliver the perspectives or forecasts of Order development electronically or other means common between the Contracting parties, mostly through electronic systems.

3 Goods production and requirements on quality

- 3.1 Upon production and supply of the Goods, Supplier shall not be bound by Buyer's instructions exceeding the Goods specification in Order and in Technical background documents; instructions exceeding abovementioned scope shall be deemed to be a change of Order and Contracting parties shall proceed according to paragraph 2.4 GSC. Buyer may instruct the Supplier in the scope of specification of Goods in Order and in Technical background documents also by electronic mail. Upon production and supply of the Goods, Supplier shall be bound by Buyer's Technical background documents.
- 3.2 Supplier shall be obliged to supply the Buyer with the Goods duly, completely, in the agreed amount, quality and periods (unless stipulated in these GSC otherwise) stated in the accepted Order and without any shortcomings, including legal ones. The Goods delivered shall not be burdened by any third-party rights or rights established in favor of third parties, including liens and other collateral powers.
- 3.3 Supplier shall be obliged to construct the Goods in compliance with legal regulations, GSC, Contract, technical and quality parameters and standards and norms for quality assurance. Supplier shall enable Buyer to inspect compliance with Buyer's instructions, Technical background documents, legal regulations, GSC, Contract, standards and quality regulations, if Buyer requires such inspection in writing at least five (5) working days in advance, whereby such inspection may be carried out only in working days from 08:00 to 16:00 hrs.
- 3.4 Supplier shall be obliged to place any marking, signs or symbols on the Goods as per Buyer's instructions, Order or Technical background documents.
- 3.5 Quality management systems in compliance with international standards TS, VDA, QS and ISO shall serve as a basis for assessment and stating the required scope of measures and documentation for provision of quality.

4 Supply of Goods

- 4.1 Supplier shall supply the Goods together with Dispatch note, Invoice, material attest and other accessories of the Goods (manuals in Slovak or Czech language and other documents). Buyer shall also confirm delivery of the accessories of the Goods on Dispatch note. Upon handover and takeover of the duly supplied Goods, Contracting parties shall sign Dispatch note. If the Goods' accessories are not specifically listed on the Dispatch note, upon confirmation of the Dispatch note without reservations by the Buyer, it is considered that the Goods were also supplied with accessories.
- 4.2 Dispatch note shall include (i) number of Dispatch note, (ii) identification of Contracting parties (business name, registered office, Company registration No., registration in Companies register), (iii) identification of persons handing and taking over the Goods on behalf of Contracting parties, (iv) identification of the Goods (name, number / entry nomenclature at Buyer and Supplier, number of Order / reference, gross and net amount, measurement unit, unit and total price, number and type of pallets), whereas the entries with one nomenclature shall be stated on the Dispatch note only once in accumulated amount with marking the amount, (v) assessment of trial operation and the measured values if carried out, (vi) stating the shortcomings and faults which can be found out at regular inspection, if Buyer takes the Goods also with shortcomings, and (vii) signature of persons, who participated on behalf of Contracting parties in handing and taking over of the Goods.
- 4.3 Supplier shall be entitled to retain any Technical background documents or Goods in order to secure Supplier's receivable towards Buyer.

5 Price and payment conditions

- 5.1 Contracting parties shall agree upon Price for delivered Goods separately. Price may be amended solely upon written agreement between Contracting parties except cases stated in Contract and/or GSC.
- 5.2 Supplier shall be entitled to invoice Price for delivered Goods; unless Contracting parties agreed upon prior invoicing and/or prior payment of Price. Invoice shall include (i) all necessities of a tax and accounting document as per respective legal regulations of Supplier's state, (ii) identification of the Goods (name, number / entry nomenclature at Buyer and Supplier, number of Order / reference, gross and net amount, measurement unit, unit and total price, number and type of pallets), whereas the entries with one nomenclature shall be stated on the Invoice only once in accumulated amount with marking the amount, and (iii) complete and correct data on bank contact, including business name of the bank, account number, including IBAN and SWIFT bank code.

In case Invoice is duly issued in compliance with legal regulations of Supplier's state, Buyer shall not be entitled to return the Invoice to Supplier for remake.

- 5.3 Price shall be invoiced in Euro currency unless the Contracting parties agreed in Contract otherwise. If the Price is agreed in a different currency, the exchange rate of the European Central Bank valid on the day of sending Order acceptance by Supplier to Buyer shall be used to calculate the Price from another currency to Euro.
- 5.4 Maturity period is agreed in Contract. If not agreed in Contract, maturity period shall be thirty (30) calendar days after sending of duly issued Invoice to Buyer. Supplier shall send the Invoice to Buyer at least ten (10) days prior to its maturity date, otherwise the maturity date is prolonged by the period of delay of Invoice receipt. Invoice shall be deemed received on third (3.) day after its sending in case of Slovak Buyer, and on seventh (7.) day in case of foreign Buyer.
- 5.5 Price shall be payable by direct debit transfer to Supplier's account. Price shall be deemed paid on the day of allocation of the Price to Supplier's account by Supplier's bank.
- 5.6 Supplier shall be entitled to unilaterally amend the Prices every year as on 1 January, while taking the following factors into consideration: (i) value of annual inflation for previous calendar year on the territory of Supplier's state or European Union (the highest level of inflation shall be used), (ii) changes of energy prices on world markets, (iii) changes of entry materials on world markets, (iv) changes in law which cause increase of the costs and prices, for example tax regulations, working regulations, regulation for social provision and alike.

Modifications according to this paragraph shall be done during the first six (6) months of a respective year and shall be valid as of 1 January of such year. Contracting parties shall, in compliance with the modifications, issue and supply the respective credit notes or debit notes without unreasonable delay after modification of Prices and send them to the other Contracting party.

- 5.7 Supplier shall be entitled to demand from Buyer to open some negotiations on modification of Prices, apart from paragraph 5.6 GSC, in case that price of entry materials on world markets changes by more than 5%. Supplier shall be entitled to withdraw from Contract, if Buyer does not accept the proposal on price change.
- 5.8 Supplier shall be entitled to verify the Buyer's credit limit of financial coverage of Supplier's receivables for Goods delivered to Buyer in the amount that enables continuous ordering and supplies while observing the agreed maturity. For this purpose, Supplier is also entitled to conclude insurance.
- 5.9 Buyer may pay advance payments or proforma invoices to Supplier issued by Supplier. In case that Contracting parties agreed on advance payments in Contract, Buyer shall be obliged to pay such advance payments to Supplier duly and in timely manner.
- 5.10 As per Section 525 Sub-section 2 OZ, Buyer shall not be entitled to assign any receivables under Contract, GSC or a legal relationship under the Contract and/or GSC, or from any relationship directly or indirectly connected with the Contract and/or GSC which he has towards Supplier to any third parties.
- 5.11 Buyer shall not be entitled to unilaterally tally up any receivables, which he has towards Supplier with Supplier's receivables, which he has towards Buyer.
- 5.12 Buyer shall not be entitled to retain Price or any part thereof for any reason.
- 5.13 Buyer shall be obliged to participate in mutual agreement of receivables and liabilities between Contracting parties.

6 Removal of Shortcomings on Goods and Guarantee Conditions

- 6.1 Buyer shall inform the Supplier about the shortcomings on Goods within the period of thirty (30) days after discovering them or from time when they could be discovered with exercise of a professional diligence, whereas announcement as per this paragraph may be carried out also by electronic mail. Supplier shall not be liable for defects notified after the deadline according to the previous sentence.
- 6.2 The guarantee period for Goods shall be twelve (12) months from he supply of Goods, unless Contracting parties have agreed on a shorter or longer guarantee period.
- 6.3 In case of Goods delivered with shortcomings, Buyer shall be entitled to (i) removal of shortcomings by supply of supplementary Goods for faulty Goods, if the shortcomings are beyond repair, or (ii) demand removal of shortcomings by repair of Goods if it is possible to repair the shortcomings. Supplier shall be always entitled to supply supplementary Goods for faulty Goods even if it is possible to repair the shortcomings. Provisions of sections from 436 until 441 and 564 OBZ shall not be used.
- 6.4 Buyer shall not have any entitlements from guarantee if the shortcomings arise as a result of Goods usage in defiance of operating manuals, maintenance or installation manuals provided by Supplier to Buyer or after natural wear and tear. Buyer shall also not have any entitlements from guarantee if the shortcomings arise as a result of inappropriate Buyer's instructions, Technical background documents, and Supplier has informed the Buyer about their inappropriateness and Buyer insisted on their usage in spite of such notification.
- 6.5 Application of guarantee claims and removal of timely notified shortcomings on the Goods is at costs of Supplier. If Buyer applies guarantee claim without any reason and/or authorization, application of such claims and any other costs incurred by Supplier in this regard including costs of legal representation, bears Buyer and Buyer shall be obliged to pay such costs to Supplier within the period of fifteen (15) days from the day of delivery of a written request on their payment.

7 Technical background documents

- 7.1** Technical background documents shall remain property of Buyer, and the Supplier is entitled to use them exclusively to produce and supply the Goods for Buyer in case that they were produced and/or supplied to the full extent at costs of Buyer. Supplier shall return these Technical background documents to Buyer after Contract termination upon written notice of Buyer however the Supplier shall be entitled to keep one copy of Technical background for the purpose of proof/evidence of fulfilment of its obligations towards the Buyer. Supplier shall not be entitled to leave or transfer any rights to Technical background documents on any third person in any way.
- 7.2** Supplier shall be obliged to visibly mark Technical background documents that belong to Buyer as Buyer's property.
- 7.3** Upon Buyer's written request delivered to Supplier at least five (5) working days in advance, Supplier shall be obliged to enable Buyer to check the Technical background documents. Such inspection may be carried out only during working days from 08:00 to 16:00 hrs.
- 7.4** Supplier shall be entitled to retain any Technical background documents in order to secure Supplier's receivable towards Buyer.

8 Intellectual and Industrial Property Rights

- 8.1** Upon provision of Technical background documents, Buyer shall provide Supplier with a limited and non-exclusive license to use the intellectual and industrial property rights, which are connected with these Technical background documents. Usage of such license is limited solely to production of the Goods for Buyer. The license shall be valid during the Contract period and shall expire upon termination of Contract. Supplier shall not be entitled to use such intellectual and industrial property rights for other purpose than production of Goods for Buyer.
- 8.2** Supplier shall be liable for the fact that the Goods supplied do not breach any intellectual and industrial property rights of third persons, neither as a whole nor in any part thereof. Supplier shall not be liable for such rights only in case that these rights are breached by Buyer upon provision of Technical background documents.
- 8.3** Contracting parties shall be obliged to inform each other without any delay about any claims by third parties relating to intellectual and industrial property rights and cooperate on solving the arisen situation.
- 8.4** Buyer shall not be entitled to register any intellectual and industrial property right which belongs to Supplier, including the rights that have occurred in connection with Buyer's development Order or within consultations with experts, cooperating persons or employees of Buyer. In case that Buyer, contrary to the previous sentence, acquires such rights, he shall be obliged to transfer them to Supplier without any delay.

9 Confidentiality and Protection of Confidential Information

- 9.1** The whole content of the Contract shall be confidential. Contracting parties shall be obliged to maintain unconditional confidentiality about the Confidential information.
- 9.2** The Contracting party receiving the Confidential information shall have an obligation to maintain the unconditional confidentiality of the disclosing Contracting party's Confidential information in relation to any third party. Contracting party which is interested to disclose Confidential information to a third party shall request a permission from the disclosing Contracting party to disclose Confidential information to the third party, and Contracting party may not disclose Confidential information without the consent of the disclosing Contracting party. If the disclosing Contracting party has consented to the disclosure of Confidential information to a third party, the receiving Contracting party sharing the Confidential information with the third party shall be obliged to bind such third party to confidentiality to the same extent that it is itself bound by this obligation.
- 9.3** The provision of Confidential information (i) to public authorities in accordance with relevant legal regulations, provided that the process of providing Confidential information to public authorities is in accordance with legal regulations, and (ii) to legal or economic advisors and auditors of the Contracting parties, shall not be deemed to be a breach of obligation of confidentiality on Confidential information. The Contracting party providing Confidential information to a public authority body shall be obliged to immediately inform the other Contracting party in writing and to cooperate closely at provision of further protection of confidentiality of such Confidential information. It shall not be deemed to be a breach of this confidentiality clause if the Supplier provides the Confidential Information or any of its part (i) to any subject/entity constituting the group of the Supplier (i.e. to the entity that is controlling, controlled or under the common control of the Supplier), (ii) to its legal or economic advisors or other consultants or (iii) to its sub-contractors, however, only to an extent that is necessary for fulfilment of Supplier's duties/obligations towards Buyer.
- 9.4** If Contracting parties conclude a special agreement a subject matter of which is protection of Confidential information, such an agreement shall prevail over provisions of this article of GSC, if such an agreement provides a wider protection to Confidential information.

10 Liability

- 10.1** Supplier shall be fully liable for any damage, including real damage, loss of profit and other directly or indirectly related damage, which incurs resulting from the breach of any liabilities under Contract, GSC, legal regulations or other regulations which are binding between the Contracting parties.

- 10.2** The risk of damage to the Goods shall pass to Buyer at the moment the Goods are handed over (i) to the Buyer or (ii) to the first carrier for transport. If Supplier does not have ownership rights to the Goods or to the item for which the service is provided, the risk of damage shall be borne by the owner of such item. If, as a result of Force majeure, Goods have not been delivered properly and on time or if any Party is in delay due to Force majeure, Contracting party shall not be liable for such delay, provided that it informed the aggrieved Contracting party in writing about the supposed intervention of Force majeure well in advance, or without any delay after its intervention, if it had not been possible to inform the aggrieved Contracting party about the supposed intervention of Force majeure in advance, due to reasons that the first Contracting party may not have influenced. The Contracting parties undertake to negotiate in good faith to resolve the situation as to fulfil the purpose of the Contract.

- 10.3** If a third party files a claim for damage compensation towards Supplier, which occurred as a result of direct or indirect breach of any liabilities or non-fulfilment of obligations from the Contract, GSC, legal regulations or other rules binding between the Contracting parties on the part of the Buyer, the Buyer shall compensate Supplier for any damage that will be supported by a valid and enforceable judgement of court or other relevant public authority and granted to the third party. Contracting parties hereby undertake to cooperate when solving such a situation.

- 10.4** Buyer shall be fully liable to Supplier also for damages incurred to Supplier in case substantial preventive measures were carried out by Supplier, Buyer or Buyer's customer (mainly at bulk services).

- 10.5** Irrespective of other provisions of these GSC (especially regardless of the provision of clause 3.2 of the GSC hereabove) or irrespective of the provisions of the Contract or the Order in case of occurrence of the obstacle (hereinafter referred to as the "Obstacle") which occurs independently of the Supplier's will and which prevents the Supplier from fulfilling any of its obligation and could not be reasonably presumed by the Supplier (the term "Obstacle" shall include also (but it is not limited only to) the situation when any act or activity of any public authority stipulates any kind of limitations, restrictions or force that might have negative adverse effect on operation of the Suppliers business (such as any measure that might impact the circulation of goods, free movement of persons, performance of works by the Supplier or sub-contractors of the Supplier, due to the need of elimination of risk of spread of infectious diseases or due to the need of aversion of negative unpredictable events)) any and all terms and deadlines for the Supplier to fulfill its duties to deliver the Goods to the Customer or fulfill an obligation or perform any other action shall be automatically and proportionally prolonged for the duration of the Obstacle. For the sake of clarity the abovementioned shall be interpreted in a way that any non-fulfilment or delay caused by the Obstacle shall not be deemed to constitute any default or breach of the Supplier, hence the Buyer shall not be entitled for compensation of any damage or payment of any contractual penalty, default/delay interest or any other sanction or right of the respective nature (including but not limited the right to terminate the contractual relationship). Should the Obstacle prevails/last over 15 consecutive days, Supplier shall be entitled to rescind from the contractual relationship.

11 Sanctions

- 11.1** If Supplier is in default of due supply of the Goods (however, it shall not be deemed to be a default or delay if the Supplier does not deliver the Goods from the reasons stipulated in clause 10.5 of these GSC hereabove), he shall be obliged to pay the Buyer a contractual penalty in the amount of **0,02%** of the Price for each commenced week of delay.
- 11.2** If Buyer is in default of paying the Price or taking over of Goods, Supplier shall be entitled to demand from Buyer the contractual penalty in the amount of **0,02%** of Price for each commenced week of delay. This penalty shall not affect the Supplier's right to compensation for the damages and any other claims according to the legal regulations.
- 11.3** In the following cases the Buyer shall be obliged to pay the Supplier penalties, which shall not affect the Supplier's right to compensation for damages, as follows:
- **EUR 100** for issuance of an unjust claim
 - **EUR 100** for non-compliance with deadline for sampling.
 - **EUR 60/ hour** for organization of unlawfully returned supply,
 - **EUR 50/ piece** for delivery of a defective sub-component if the Buyer supplies sub-components or parts for the purpose of manufacturing the Goods,
 - **5 % of the price of Goods** for hazard to production continuousness of Supplier resulting from delayed payment for the Goods or delayed takeover of the Goods, unless the Contracting parties agree on a different percentage.

- 11.4** The penalties stipulated in this article shall be due within thirty (30) days after receipt of call for payment. Call for payment may take the form of an invoice.

12 Correspondence

- 12.1** Any documents sent as per the Contract and/or GSC shall be delivered in person, by courier or registered mail and are deemed to be delivered on the third (3.) day after their sending to the latest known address.
- 12.2** Orders may be delivered by regular post, electronic post or by means of other electrical systems used by Contracting parties.
- 12.3** Dispatch notes shall be delivered together with the Goods. Dispatch note shall be deemed delivered upon the day of its signature by Buyer and receipt of Goods by Buyer.

13 Governing law and Jurisdiction

13.1 GSC, Contract and any legal relationships relating thereto shall be fully governed by the Slovak legislation. Contract shall be signed in compliance with OBZ and is fully governed by its provisions.

13.2 In compliance with Article 6 CISG, CISG shall not be applied to the Contract, GSC and legal relationship between the Contracting parties.

13.3 In compliance with § 37e ZMPS and article 25, para. 1 Brussels I bis, the right to solve any disputes under GSC, Contract and/or relationships related thereto, related to their content and/or their subject-matter directly or indirectly, appertains exclusively to Slovak jurisdiction.

Court to solve the disputes as per this paragraph shall be the Slovak court in the district of Supplier's current registered office at the time of filing a proposal. If both Contracting parties are Slovak subjects, this provision shall not be used.

14 Change of GSC, change of Contract and termination of Contract and production of Goods

14.1 Supplier shall be entitled to unilaterally change GSC. Supplier shall inform Buyer on the changes of GSC and their effective dates in an appropriate way. Updated version of GSC shall be available in Supplier's registered office and on the website www.matador-group.eu.

14.2 It shall be possible to amend the Contract solely on the basis of a written agreement signed both by Buyer and Supplier. This provision shall not relate to amendments of GSC as per provision 14.1 of GSC.

14.3 It shall only be possible to terminate the Contract (i) based on a written agreement of both Contracting parties, signed by the statutory representatives or other authorized representatives of the Contracting parties, or (ii) upon rescinding, in compliance with GSC without notice period, or (iii) through notice, in compliance with GSC, or (iv) in other way that the Contracting parties agree in writing in the Contract.

14.4 Supplier may rescind from the Contract without a notice period (i) due to reasons under OBZ and other legal regulations, or (ii) if Buyer does not pay to Supplier Price or any of its part duly and timely manner, or (iii) if Buyer breaches his other obligations and liabilities under Contract, GSC and/or legal regulations, or (iv) in case that Supplier's subcontractor terminates or plans to terminate his relationship with Supplier, and goods delivered by subcontractor are vital for the Goods production or (v) due to other reasons stated in Contract or GSC.

14.5 Buyer shall be entitled to rescind from the Contract without notice period, if (i) Supplier does not supply Goods to Buyer, not even in an appropriate additional period stated in a written call for delivery which is delivered to Supplier by Buyer, whereas the additional period for delivery shall be at least thirty (30) working days after receipt of the written call for delivery delivered to Supplier by Buyer, or if (ii) he does not agree with GSC amendments as per paragraph 14.1, whereas Buyer shall be entitled to rescind from the Contract due to this reason only up to thirty (30) days after having accepted these changes of GSC, or (iii) due to other reasons stated in the Contract or GSC.

14.6 Contracting party shall be entitled to rescind from the Contract without notice period

- (i) if the other Contracting party is in bankruptcy proceedings or is insolvent, or (ii) if there is a proposal against the other Contracting party for competitive bidding, permission of settlement or restructuring or a proposal for commencement of any insolvency proceeding as per legislation of the other Contracting party, or (iii) if there was bankruptcy declared on assets of the other Contracting party, settlement or restructuring was allowed, or any insolvency proceeding was commenced as per legislation of the other Contracting party, or (iv) if the proposal for competitive bidding, permission of settlement or restructuring, or a proposal for commencement of any insolvency proceeding as per legislation of the other Contracting party was rejected due to lack of assets of the other Contracting party,
- (i) if the other Contracting party was cancelled and entered into liquidation, or (ii) if the other Contracting party lost entitlement to carry out business activities, or (iii) if the other Contracting party lost competence to carry out legal acts or this competence has been limited,
- the other Contracting party has ceased their business activities or does not carry out any entrepreneurial activities.

14.7 Termination and rescinding from the Contract shall be in writing, signed by statutory representatives or other authorized representatives of Contracting parties and delivered to the other Contracting party in person, by courier or by registered mail. Contract shall be terminated upon receipt of announcement by the other Contracting party or upon lapse of the notice period. Termination of Contract shall not relate to provisions on selection of law, jurisdiction, damage liability and sanctions and confidentiality.

15 Final Provisions

15.1 Sustainable Development, Social Responsibility of the Buyer and Quality Management: Buyer shall be obliged to perform any of its activities in accordance with internationally recognized standards regarding the social responsibility, sustainable development and management of quality. Buyer shall declare and prove the fulfilment of its obligation pursuant to this clause either by: (i) certificate ISO 9001, ISO 26000, ISO 50001 and ISO 14001 (hereinafter referred to as the „Certificates“) or (ii) by other means in the extent corresponding to the Certificates that are acceptable for the Supplier. The Supplier shall be entitled to require/demand the proof of fulfilment of this obligation of the Buyer and to verify the fulfilment of this clause 15.1 GPC on the Buyers premises. Should the Supplier identify any breach of the Buyers obligation pursuant to this clause, the Supplier shall be entitled to stipulate and inform the Buyer on the cure period. If the Buyer does not fulfil any of

its obligation pursuant to this clause neither in the cure period, it shall be considered to constitute a material breach of the Contract by the Buyer. Furthermore, the Buyer shall be obliged to observe and abide the Ethical Code available on www.matador-group.eu. The breach of the Buyers obligation pursuant to the previous sentence shall be considered to constitute a material breach of the Contract by the Buyer.

15.2 Any reference to another business, purchase, delivery, or any other conditions on Buyer's documents, including Orders, shall be invalid and shall not oblige Supplier regardless of the fact that such document is signed by Supplier.

15.3 Buyer shall hereby be bound not to include in his documents relating to Contract and contractual relationship with Supplier, including Orders, any references to another business, purchase, delivery, or any conditions different from these GSC.

15.4 If any provision of GSC becomes invalid or ineffective, this invalidity or ineffectiveness shall not affect validity and effectiveness of other provisions.

15.5 If these GSC are translated to other languages, the decisive language version shall be Slovak, which is the original version.

15.6 This version of GSC shall be effective from July 1, 2023.