



General Purchase Terms and Conditions

General Purchase Terms and Conditions - MATADOR GROUP

1 Introductory Provisions

1.1 Definitions

Price – The price for the delivered Goods agreed between the Parties in the Contract. The agreed Price may not be unilaterally altered. The Price may be agreed for specific deliveries of Goods or for a specific period of time.

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

CRJ – Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended.

Taxes means VAT and any other applicable taxes, duties, tariffs or other payments to public budgets.

Delivery Note – A delivery note issued by the Supplier, on which the Customer, in accordance with the GTC or the Contract, confirms the proper and timely delivery of the Goods by the Supplier to the Customer. The delivery note contains the details specified in the GTC.

Supplier – A legal entity, natural person or other entity from whom the Customer has ordered the Goods and who shall supply the Goods to the Customer. A third party from whom the Supplier has ordered the transport of the Goods to the Customer shall not be considered a Supplier.

Confidential Information – (i) The content of the Contract and its subject matter, the content of Orders, Invoices, Delivery Notes, Goods, Technical Documentation, Tools and intellectual and industrial property rights, (ii) the Parties' technical know-how and trade secrets, (iii) any facts of which the Parties have become aware, directly or indirectly, in the performance of their obligations and the exercise of their rights under the Contract, (iv) any negotiations, discussions, correspondence and/or other documents directly or indirectly related to the Contract and/or other facts referred to in points (i) and (v), and any other facts, documents and information which the Parties designate as confidential, or the confidentiality of which arises from their nature.

Invoice – An invoice issued by the Supplier to the Customer for the delivered Goods, by which the Supplier has invoiced the Customer for the Price of the delivered Goods. The invoice is a tax document and must contain all data and information in accordance with the VNP and the relevant legal regulations.

Tools – Technical means used for the manufacture of the Goods, which the Customer has provided to the Supplier, or which the Supplier has manufactured on the basis of Technical Documentation provided by the Customer at its own expense or at the Customer's expense.

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

Client – A company belonging to the MATADOR GROUP, which is specified in the Contract or on the Order as the Client or the purchaser:

- **MATADOR Automation, s.r.o.**, with its registered office at Továrnská 1, 018 41 Dubnica nad Váhom, Slovakia, Company ID No.: 50 517 708, VAT No.: SK2120356975, registered in the Commercial Register of the District Court in Trenčín, Section Sro, File No. 33680/R
- **MATADOR Holding, a.s.**, with its registered office at Bojnická 3, 831 04 Bratislava, Company ID No.: 36294268, VAT No.: SK2020109564

Order – An order for Goods placed by the Customer with the Supplier, specifying the quantities and/or volumes of the ordered Goods, Prices, delivery dates, payment terms and other conditions determined by the Customer. The Order also includes a reference to the GTC, stating the date from which they take effect.

Authorisations – The Supplier's valid and effective authorisations to carry out its activities, manufacture and supply Goods, including relevant licences, accreditations, certificates or other confirmations issued by public authorities or other authorised bodies.

Authorisations also include the **status of an approved exporter** from the relevant customs or other authority in the case of Suppliers from countries outside the European Union with which the European Union has concluded a Free Trade Agreement or other agreement allowing for exemption from customs duties on imports or a preferential reduction in customs duties on the import of Goods by the Supplier to the Customer.

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

Offer – A written offer of Goods made by the Supplier to the Customer in response to a written or verbal enquiry from the Customer, which sets out, in particular, the specification, quality, quantity and price of the Goods, the terms of payment and delivery, and the validity of the offer from the date of its issue.

Party, Parties – The contracting parties (the Customer, the Supplier) to the contractual relationship established by the Contract.

Technical documentation – Any technical documentation, data, drawings, templates, models, matrices, patterns, designs or any other information, regardless of their nature, form or character, which the Customer provides to the Supplier for the purpose of manufacturing and/or delivering the Goods or Tools, or which the Customer procures for the Supplier at the Customer's expense.

Goods – Goods or services ordered by the Customer from the Supplier. The manufacture and delivery of Goods shall also include the provision of services.

GPC – These General Purchase Conditions. The GPC are issued as separate terms and conditions pursuant to Section 273(1) of the Commercial Code. The GPC form an integral part of the Contract and the Order, regardless of whether they are attached thereto. The GPC are binding regardless of whether they are signed by the Parties. The GTP also include the General Technical Terms and Conditions for the Purchase of Pressing Tools and the Security Policy for Connecting Devices to the MATADOR LAN, including their annexes.

Force Majeure – Any natural force or event not controlled or controllable by humans, strike, war, uprisings, civil unrest, measures taken by public authorities, including laws, other generally binding regulations and general orders, and any other serious events occurring independently of the will of the Parties. Primary or secondary insolvency does not constitute Force Majeure.

Contract – The contract governing the contractual relationship between the Customer and the Supplier, the subject matter of which is the supply and/or delivery of Goods by the Supplier to the Customer. The Contract also includes any specific quality agreement or other contractual document governing the quality conditions for the manufacture and/or delivery of the Goods, which the Parties have concluded or agreed upon. Where the Parties have not concluded the Contract in writing or have not concluded a framework Contract, the Contract shall be constituted by a specific Order accepted in accordance with the GTC together with the Delivery Note, in which case the Contract shall come into existence upon acceptance of the Order in accordance with clause 2.3. The GTC form an integral part of the Contract. Any provisions of the Contract that deviate from the GTC shall take precedence over the GTC if they are agreed in writing by both Parties in the same document bearing the signatures of the Parties' authorised representatives.

ZMPS – Act No. 97/1963 Coll. on Private International Law and Procedural Law, as amended, valid and in force within the territory of the Slovak Republic.

- 1.2 Unless otherwise provided in the Agreement or the GTC, or unless the Parties agree otherwise, (i) any reference to a provision, statutory provision, the GTC or the Agreement shall mean a reference to their current version, including all previous amendments, revisions and addenda, (ii) any reference to a statutory provision shall mean a reference to a Slovak statutory provision, (iii) any reference to an article, clause or annex is a reference to an article, clause or annex of the GTC.

2 Ordering Goods

2.1 Offer

The Supplier shall submit an Offer to the Customer in response to the Customer's enquiry without undue delay. The Offer becomes binding on the Supplier upon its submission to the Customer. Unless expressly stated otherwise in the Offer, by issuing the Offer to the Customer, the Supplier accepts the GTC in force on the date of submission of the Offer to the Customer. The Offer shall be deemed accepted when the Customer confirms it in full by means of an Order. Provisions of the Offer that conflict with the GTC shall be disregarded unless the Client expressly accepts them in the Order.

In the event that the Client, prior to the Order, takes any action aimed at selecting the Supplier (nomination, nomination letter, etc.), such action shall not be deemed by the Client to constitute acceptance of the Offer, shall not be binding on the Client, and the Client shall be entitled to amend or revoke such action at any time.

Any Supplier from countries outside the European Union with which the European Union has concluded a Free Trade Agreement or other agreement allowing for exemption from customs duties on imports or a preferential reduction in customs duties on the import of Goods by the Supplier to the Customer is obliged to obtain the status of an approved exporter and to prove to the Customer that this status has been granted by sending a legally valid decision from the relevant customs or other authority of their country regarding the granting of this status, together with an official translation into Slovak or English.

2.2 Issuing of Orders

The Customer shall issue Orders on its own forms, which it shall send to the Supplier in writing or via the electronic system used between the Parties. Written Orders must be signed by the Customer or by the relevant authorised employee of the Customer. Delivery of an Order shall be deemed to have taken place upon its receipt by fax or its registration in the electronic system used by the Parties.

The Order shall also include the Price agreed between the Customer and the Supplier. In the event that the Customer and the Supplier have not agreed on the Price prior to the dispatch of the Order, the Price stated in the Order shall be a proposed Price. The Price also includes the manufacturing and transport costs for the delivery of the Goods, the costs of complying with the GTC and any other terms, policies and regulations of the Customer, and any fees and royalties payable to for the use of any

licences and sub-licences to intellectual and industrial property rights used in the manufacture of the Goods.

The terms and conditions of INCOTERMS 2020 apply to trade terms.

2.3 Acceptance of the Order

The Order shall be deemed to have been accepted by the Supplier, including these GTC: (i) by the Supplier's written confirmation of the Order, (ii) by the Supplier commencing work on the Customer's Goods, (iii) by the dispatch and/or delivery of the Goods in accordance with the Order, (iv) if the Supplier has not expressly rejected the Order in writing within 3 days of receipt of the Order, (v) by other conduct on the part of the Supplier (in particular the performance of a specific act) which expresses the Supplier's consent to the commencement of performance of the Order.

Where the Order is delivered via an electronic system used between the Parties, the Order shall be deemed to have been delivered at the moment of its registration in the system on the Supplier's side. An Order delivered via the electronic system used between the Parties is deemed to have been accepted at the moment of its acceptance in the electronic system via the relevant element or functionality of the electronic system.

Where a Contract governing the relationship between the Customer and the Supplier has been concluded, or where the Supplier has otherwise given its prior consent to these GTC, the Supplier shall be entitled to refuse to accept or to object to a specific Order only on grounds of Force Majeure. Any other reason for refusing to accept an Order or for objecting to an Order is invalid and does not result in the Order being rejected or becoming non-binding. Objections to the Order must be substantiated and delivered to the Customer in writing electronically (via email or the electronic system used between the Parties), by post or by fax, and must be signed by the Supplier or the relevant authorised employee of the Supplier.

By accepting the Order, the Supplier (i) also accepts these GTC, and at the same time declares and confirms that (ii) it holds all the Authorisations which, under the Contract, the end customer's requirements and/or the relevant legal regulations, are necessary or required for the performance of the supply under the Order, and that (iii) it shall, at its own expense, comply with and fulfil the terms, obligations and duties under the Order, the Contract, the GTC, all their parts and annexes, and that (iv) it shall comply with and fulfil its obligations under the general regulations on occupational health and safety, environmental protection, fire safety, waste management and other relevant safety and regulatory provisions, including technical standards and STN standards, and including the Customer's internal regulations (internal regulations only where the Goods are manufactured at the Customer's premises or delivered within its premises), all at the Supplier's expense.

2.4 Amendments to the Order

The Customer is entitled to subsequently amend Orders, including the quantities of Goods ordered, changes to the design or manufacture of the Goods, etc. Amendments to the Order shall be delivered in the same manner as the Order and must specify the Order to which they relate.

Amendments to the Order are binding on the Supplier. In the event that the Price is reduced or increased as a result of amendments to the Order, the Parties shall agree on a new Price reflecting the amendments to the Order. If the Parties fail to agree on a new Price that takes into account the amendments to the Order, the original Order shall remain binding and the Customer shall be entitled to withdraw from the Contract.

If the amendments to the Order are delivered prior to the acceptance of the original text of the Order, the Supplier, by accepting the original text of the Order or any amendment thereto, automatically accepts the Order, including the amendments delivered prior to the acceptance of the Order.

- 2.5 The Customer is entitled to cancel the Order within seven (7) days of its delivery to the Supplier, regardless of whether the Supplier has already accepted the Order within this period.
- 2.6 The Customer may send the Supplier forecasts or projections regarding the development of Orders for longer periods of time determined by the Customer or agreed with the Supplier. Such forecasts or projections regarding the development of Orders serve to enable the Supplier to adjust its capacity and production. Forecasts or projections regarding the development of Orders are not binding on the Parties, and the Supplier shall not derive any rights or claims from their non-fulfilment. Forecasts or projections regarding the development of Orders may be delivered by email, fax or by other means customary between the Parties, in particular via electronic systems.

3 Manufacture of Goods and Quality Requirements

- 3.1 The Supplier shall be bound by the Customer's instructions when manufacturing and delivering the Goods. The Customer may also provide instructions to the Supplier by email or fax. When manufacturing and delivering the Goods, the Supplier is bound by the Customer's Technical Specifications and shall manufacture the Goods exclusively using the Tools, provided they are supplied in accordance with their definition.
- 3.2 The Goods to be supplied are specified in the Order and/or the Contract and the annexes to the Order and/or the Contract. When manufacturing and delivering the Goods, the Supplier is obliged to comply with the conditions, requirements and

specifications of the Goods set out in the Order and/or the Contract, and in all annexes to the Order and/or the Contract (in particular, but not limited to, in the Technical Documentation, the "Lastenheft" document, the Schedule, etc.). The Supplier agrees that upon confirmation of the Customer's Order, the Order in its entirety, including all its annexes, in particular, but not limited to, the "Lastenheft" document, shall become binding on the Supplier.

- 3.3 The specification of the Goods may be set out in documents supplied to the Customer by its customers; in such a case, these documents shall become binding on the Supplier upon confirmation of the Order and/or conclusion of the Contract, to which such documents are annexed. If the specification of the Goods is set out in the documents referred to in the preceding sentence, the definition of the goods and services to be supplied by the Customer, as the general contractor, to its customer in accordance with those documents shall be decisive for the specification of the Goods to be supplied by the Supplier to the Customer under the Order and/or the Contract. Pursuant to this provision, the Goods to be supplied by the Supplier to the Customer under the Order and/or the Contract are specified and correspond to the goods and/or services to be supplied by the Customer to its customer in accordance with the supporting documents referred to in the first sentence of this provision. Unless the Supplier has expressly excluded, upon confirmation of the Order or in the Contract, the supply of goods or services as defined in the supporting documents referred to in the first sentence of this provision, these supporting documents shall become binding on the Supplier in their entirety upon confirmation of the Order and/or conclusion of the Contract.
 - 3.4 The Supplier is obliged to deliver the Goods to the Customer properly, in full, in the agreed quantity, quality and within the time limits specified in the accepted Order, and free from any defects, including legal defects. The delivered Goods must not be encumbered by any third-party rights or rights established in favour of third parties, including liens and other security interests.
 - 3.5 The Goods must be manufactured in accordance with the latest state of the art in the relevant field and to a standard of quality that is at least on a par with that of competitors in the relevant field. In the event that the Supplier deviates from this state and standard, they are obliged to inform the Customer of this in writing without delay, including the reasons and causes of such deviation, and to take all steps necessary to achieve this state and standard.
 - 3.6 The Supplier is obliged to manufacture the Goods in accordance with the law, the VNP and its components and annexes, the Contract and/or the Order and their components and annexes, the technical and quality parameters, specifications and standards and quality assurance rules specified by the Customer, as well as the regulations set out in the final paragraph of clause 2.3. The Supplier is obliged to allow the Customer to inspect compliance with the Customer's instructions, the Technical Documentation, legal regulations, the VNP, the Contract, quality standards and rules, and other obligations, including the inspection of production and testing equipment, production premises, supporting documents and documentation.
 - 3.7 The Supplier is obliged to affix labels, marks or symbols to the Goods in accordance with the Customer's instructions, the Order or the Technical Specifications. The Supplier shall label the Goods (each package) with a VDA4902 label, which shall contain, in particular, (i) the code and description of the Goods in accordance with the requirements of the Customer, the Order, the delivery schedule, and/or the reference, (ii) the quantity of Goods in the package (net and gross quantity, number of items), and shall enable (iii) the traceability of the Goods, (iv) the allocation of the Goods to the accompanying documentation (delivery note, invoice, material certificate, safety data sheet, etc.), and (v) identify the Supplier and the originator of the Goods.
 - 3.8 The Supplier is obliged, at the Customer's request, to allow the Customer access to the production premises for the purpose of verifying and inspecting compliance with the quality of the Goods' production, technical production parameters, etc. Such inspections may only be carried out on working days between 08:00 and 16:00.
 - 3.9 Quality management systems in accordance with the international standards TS, VDA, QS and ISO serve as the basis for assessing and determining the necessary scope of measures and documentation to ensure quality.
- ### 4 Delivery of Goods
- 4.1 The Supplier shall deliver the Goods in accordance with the Customer's instructions and, with each delivery of the Goods, shall also provide a Delivery Note, Invoice, Packing List, material certificate and other documents, including the Goods' accessories (manuals in Slovak or Czech, etc.). If a delivery of Goods does not contain any of the aforementioned documents, in particular a certificate of origin for the Goods, the Goods shall not be deemed to have been delivered properly, in full and free from defects. Upon handover and acceptance of properly delivered Goods, the Parties shall sign the Delivery Note.
 - 4.2 The Delivery Note must contain (i) the Delivery Note number, (ii) the identification of the Parties (business name, registered office, company registration number, entry in the Commercial Register), (iii) the identification of the persons handing over and accepting the Goods on behalf of or in representation of the Parties, (iv) the description of the Goods (name, item number/nomenclature at the Customer's and Supplier's premises, purchase document number (Order, delivery schedule or call-off), gross and net quantity, unit of measurement, unit and total price, number and type of pallets), whereby items with a single nomenclature must be listed on the Delivery Note only once in a cumulative quantity with the quantity specified, (v) an evaluation of the trial run and measured values, if carried out, (vi) a list of defects and faults detectable during a routine inspection, if the Customer accepts the Goods despite such defects, and (vii) the signatures of the persons who, on behalf of the Parties, participated in the handover and acceptance of the Goods.

- 4.3 In the case of delivery of the Goods from a country outside the European Union, the Supplier is obliged to submit, together with the Delivery Note, a declaration of origin of the Goods issued in accordance with the legal regulations of the European Union.
- 4.4 Every delivery of the Goods must be proper, complete, timely and free from any defects. Acceptance of defective Goods does not relieve the Supplier of the obligation to remedy the defects in the Goods at its own expense.
- 4.5 The Supplier is not entitled to withhold Tools, Technical Documentation or Goods, regardless of the reason for such withholding.
- 4.6 A Supplier from a country outside the European Union with which the European Union has concluded a Free Trade Agreement or another agreement allowing for exemption from customs duties on imports or a preferential reduction in customs duties on the import of Goods by the Supplier to the Customer, and who holds the status of an approved exporter, shall be obliged to deliver to the Customer, together with the Goods, a Declaration of Origin in the Slovak or English language, which must contain (i) a reference to the relevant customs document, a list of the imported Goods, (ii) a declaration that these Goods have preferential origin in the Supplier's country, and (iii) other details required by law.

5 Price and payment terms

- 5.1 The Parties shall agree the Price for the delivered Goods separately. The Price may only be amended by mutual written agreement between the Parties.

Taxes shall be charged on the Price in accordance with the relevant legislation. In the event that the relevant authorities require the Customer to pay Taxes, in particular value added tax, which would otherwise be payable by the Supplier, the Customer shall be entitled to claim reimbursement from the Supplier for such Taxes paid, including any ancillary charges.

- 5.2 The Supplier is entitled to invoice the Price only for Goods delivered properly and on time. The invoice **must** contain (i) all the requisites of a tax and accounting document in accordance with the relevant legal regulations of the Customer's country and, at the same time, the Supplier's country, if the Supplier is not a Slovak entity, (ii) the description of the Goods (name, item number/nomenclature at the Customer's and Supplier's premises, purchase document number (Order, delivery schedule or call-off), gross and net quantity, unit of measure, unit and total price, number and type of pallets, and the correct numerical code of the Goods according to the Common Customs Tariff), whereby items with a single nomenclature must be listed on the Delivery Note only once in a cumulative quantity with the quantity indicated, and (iii) complete and correct bank details, including the bank's business name, account number including IBAN and the bank's SWIFT code; otherwise, the Customer shall not be liable for any delay in payment of the Price, nor for any damage or loss caused by non-payment of the Price or its delayed payment arising from incomplete details as per this clause.

If the Invoice is not properly issued in accordance with the law and/or the GTC, or if it lacks any data or information required by law or the GTC, the Customer is entitled to return the Invoice to the Supplier for revision. The payment period shall not commence until a new, correctly issued Invoice has been received and shall only recommence upon receipt of the correctly issued Invoice.

- 5.3 The Price must be invoiced in euros. If the Price is agreed in a different currency, the European Central Bank exchange rate valid on the date the Order is sent by the Customer to the Supplier shall be used to convert the Price from that currency into euros.
- 5.4 The payment term is agreed in the Contract. If not agreed in the Contract, the payment term is agreed as follows: (i) in the event of proper delivery of the Goods in the first half of the relevant month (hereinafter the "Month of Delivery"), the payment term is the first day of the third month following the Month of Delivery (example: if the Goods were delivered on 14 March, the due date is 1 June) and (ii) in the event of proper delivery of the Goods in the second half of the Delivery Month, the due date is the fifteenth day of the third month following the Delivery Month (example: if the Goods were delivered on 28 March, the due date is 15 June). In the event of proper delivery of the Goods at an earlier date, the due date shall commence from the agreed delivery date. The Supplier must deliver the Invoice to the Customer at least ten (10) days before the due date; otherwise, the due date shall be extended by the period of delay in delivering the Invoice.
- 5.5 The Price is payable by bank transfer to the Supplier's account. The Price is deemed to have been paid on the date the Price is credited to the Supplier's account by the Customer's bank. Bank charges associated with the transfer shall be paid by each Party to its own bank at its own expense.
- 5.6 The Supplier is obliged to secure and demonstrate to the Customer a credit limit for the financial coverage of deliveries in an amount that allows for smooth ordering and deliveries whilst adhering to the agreed payment terms.
- 5.7 The Customer is entitled to withhold payment of the Price if the Supplier fails to deliver the Goods in full, properly or on time, or delivers the Goods with any defects, until the Goods are delivered properly and in full without any defects. The Customer shall notify the Supplier of the withholding of payment, whereby notification by email or fax shall suffice. The due date for payment of the Price shall be automatically extended by the period during which payment of the Price is withheld in accordance with this provision.

- 5.8 Pursuant to Section 525(2) of the Civil Code, the Supplier is not entitled to assign any claims arising from the Contract, the GTC or a legal relationship established by the Contract and/or the GTC, or from any relationship directly or indirectly connected with the Contract and/or the GTC, which it has against the Client to any third parties.

- 5.9 The Supplier is not entitled to unilaterally set off any claims it has against the Customer against claims the Customer has against the Supplier.

- 5.10 The Supplier is obliged to participate in the mutual reconciliation of claims and liabilities between the Parties.

- 5.11 The Supplier is not entitled to establish, in respect of claims it has against the Customer arising from the Contract, the VNP or a legal relationship established by the Contract and/or the VNP, or from any relationship directly or indirectly connected with the Contract and/or the VNP, a lien or any other right in favour of any third party.

- 5.12 Notwithstanding any other provisions of these GTC (in particular notwithstanding the provision of clause 5.4 of the GTC above) or notwithstanding the provisions of the Contract, should a situation arise where, as a result of a decision by a public authority, there are such interventions or restrictions that may affect the operation of the Customer's business (including, but not limited to, restrictions relating to the prevention of the spread of infectious diseases, the mitigation of the consequences of unforeseeable events and/or restrictions relating to the movement of goods, the movement of persons, or the performance of work by the Customer's employees or the Customer's suppliers), the due dates of the Supplier's invoices shall be automatically extended such that the relevant invoices shall not become due until the first day of the month following the month in which they were due to become payable in accordance with clause 5.4 of the GTC above.

6 Rectification of defects in the Goods and warranty conditions

- 6.1 Acceptance of Goods with defects does not relieve the Supplier of the obligation to remedy the defects in the Goods at its own expense. The Customer shall notify the Supplier of any defects discovered in the Goods within thirty (30) days of their discovery, and such notification under this sentence may also be made by email or fax.

- 6.2 The warranty period for the Goods is twenty-four (24) months from the date of proper and complete delivery of the Goods free from defects, unless the Parties have agreed on a shorter or longer warranty period. Where the Goods consist of spare parts for products that are no longer mass-produced, the warranty period shall be extended by the planned storage period for such products as specified by their manufacturer (particularly in the case of motor vehicles). In the event of the delivery of replacement Goods, or the rectification of defects in the Goods by repair, a new warranty period shall commence upon delivery of the replacement Goods or the repaired Goods to the extent of the repair carried out.

- 6.3 The delivery of defective Goods and/or the delivery of Goods that is not timely, proper or complete constitutes a material breach of the Contract. The Customer is entitled (i) to require the Supplier to remedy defects by delivering replacement Goods in lieu of the defective Goods, to deliver the missing Goods, and to require the removal of legal defects, or (ii) to require the Supplier to remedy defects by repairing the Goods, provided the defects are repairable, or (iii) return the Goods or part thereof to the Supplier, with the Supplier bearing the costs of return and the risk of damage, or (iv) require the Supplier to grant a reasonable discount on the Price, or (v) withdraw from the Contract or the relevant Order, or (vi) itself or through a third party designated by the Customer or the Customer's client, remedy the defects and carry out the related work at the Supplier's expense, by any means including repair or replacement of the Goods with identical or similar goods from another supplier. For the avoidance of doubt, the Supplier is obliged to allow the rectification of defects and the performance of related work at its own expense by the Customer or through a third party designated by the Customer or the Customer's client, even if this does not constitute an exercise of the Customer's right under clause 6.3 (vi).

- 6.4 The Customer shall have no warranty claims if defects arise as a result of the use of the Goods contrary to the operating, maintenance or installation instructions provided by the Supplier to the Customer, or as a result of natural wear and tear. The Customer shall also have no warranty claims if defects arise as a result of the use of unsuitable instructions from the Customer, Technical Documentation or Tools, and the Supplier has notified the Customer in writing of their unsuitability prior to the commencement of the manufacture of the Goods or the use of such instructions, Technical Documentation or Tools, and the Customer has insisted on their use despite this written notification.

- 6.5 The assertion of warranty claims, the rectification of defects in the Goods and the performance of related work (sorting, scrapping, repairs, processing of Goods to meet specifications, return of Goods, etc.) shall always be at the Supplier's expense and risk. The risk of damage and costs associated with the handling, storage and transport of the Goods subject to a complaint to the Supplier shall be borne by the Supplier.

- 6.6 The Supplier is obliged to notify the Customer in writing of the acceptance of the complaint within 24 hours of its receipt; in the notification, the Supplier is obliged to state its position on the method of resolving the complaint requested by the Customer. The Customer is entitled to change the requested method of resolving the complaint following the Supplier's response. The method of resolving the complaint requested by the Customer is binding on the Supplier.

- 6.7 The Supplier shall resolve the complaint within five (5) working days in the manner specified by the Customer in accordance with clauses 6.3 and 6.6, including the issue of a credit note or, where applicable, other documentation required by the quality management system. If it is not possible to resolve the complaint within the time limit

or in the manner specified in the preceding sentence, the Supplier shall be obliged, before the expiry of this time limit, to notify the Customer of this fact, proposing an additional time limit for resolving the complaint, which must be reasonable, and/or another method of resolving the complaint. In the event that (i) the Supplier fails to resolve the complaint in accordance with the first sentence and/or fails to propose to the Customer an additional period in accordance with the second sentence of this provision and/or another method of resolving the complaint; or if (ii) the Customer does not agree to the additional period proposed by the Supplier; or if (iii) the Customer does not agree to the alternative method of resolving the complaint proposed by the Supplier; or if (iv) the Supplier fails to resolve the complaint even within the additional reasonable period agreed with the Customer and/or by the alternative method of resolving the complaint agreed with the Customer, the Customer shall be entitled to withdraw from the Order/Contract or to proceed in accordance with the penultimate sentence of clause 6.3. If the Customer withdraws from the Order/Contract, the Supplier is obliged to refund the Customer for the defective Goods to which the withdrawal relates, without undue delay. If the Supplier fails to issue a credit note within a reasonable period, the Customer shall settle the difference by means of a corrective accounting document issued in its own name or in the name and on behalf of the Supplier. Settlement in accordance with this clause does not relieve the Supplier of liability for damage and costs associated with the rectification of defects in the Goods.

- 6.8 The Supplier is obliged to issue a written warranty statement to the Customer, which shall contain at least the above-mentioned warranty conditions and shall not in any way restrict the above-mentioned warranty conditions. Failure to issue a warranty statement that is contrary to the Contract and these GTC shall not affect the warranty conditions set out in these GTC.

7 Technical Documentation and Tools

- 7.1 The Technical Documentation remains the property of the Customer, and the Supplier is authorised to use it exclusively for the manufacture and supply of the Goods solely for the Customer. The Supplier shall return these Technical Documents to the Customer without delay upon termination of the Contract. The Supplier is not entitled to assign or transfer any rights to the Technical Documents to any third party in any manner whatsoever.
- 7.2 The Supplier is obliged to manufacture the Goods exclusively using the Tools, provided that these have been supplied by the Customer or have been manufactured on the basis of the Technical Documentation. The Supplier is not authorised, without the prior written consent of the Customer, to use the Tools for the manufacture of goods or the provision of any services to any third party.
- 7.3 Where the Tools are manufactured at the Customer's expense, the Customer shall be the owner of the Tools.
- 7.4 The Supplier is not authorised in any way to assign or transfer any right to the Tools or to create a charge or any right in favour of third parties in respect of the Tools, including security rights; otherwise the Supplier shall be liable to the Customer for any damages incurred by the Customer as a direct or indirect consequence of a breach of this prohibition.
- 7.5 Where the Tools are manufactured at the Supplier's expense, the Customer shall have a right of first refusal in respect of such Tools, provided that the purchase price for the Tools shall not exceed the manufacturing costs incurred in their production. The Supplier shall not be entitled in any way to assign or transfer any right to the Tools or to create a charge or any right in favour of third parties in respect of such Tools, including security interests, without the prior written consent of the Customer; otherwise the Supplier shall be liable to the Customer for any damages incurred by the Customer as a result of a breach of this prohibition.
- 7.6 The Supplier is obliged to clearly mark the Tools belonging to the Customer and the Technical Documentation as the Customer's property, stating the Customer's business name and registered office and expressly indicating that they are the Customer's property.
- 7.7 The Supplier is obliged, at the Customer's request, to allow the Customer to inspect the Technical Documentation and Tools. Such inspection may only be carried out on working days between 08:00 and 16:00. The Supplier is obliged to notify the Customer in writing of any new relocation of the Technical Documentation and Tools to another of the Supplier's sites, and of any change in rights to the Tools, including the creation of security interests, other rights in favour of third parties or their retention.
- 7.8 The Supplier shall carry out maintenance and repairs of the Tools at its own expense.

8 Intellectual and Industrial Property Rights

- 8.1 By providing the Technical Documentation and Tools to the Supplier, the Customer grants the Supplier a limited, non-exclusive licence to use the intellectual and industrial property rights associated with such Technical Documentation and Tools. The use of this licence is limited exclusively to the manufacture of the Goods for the Customer. The licence shall remain in force for the duration of the Contract and shall expire upon the termination of the Contract. The Supplier is not entitled to use these intellectual and industrial property rights for any purpose other than the manufacture of the Goods for the Customer.
- 8.2 The Supplier shall be liable for any infringement of third parties' intellectual and industrial property rights arising in connection with the manufacture of the Goods or in connection with the Contract. The Supplier shall be liable for ensuring that the Goods delivered to the Customer do not infringe any intellectual or industrial property rights of third parties, either in whole or in part. The Supplier shall not be liable for

any infringement of such rights only if such rights are infringed by the Customer through the provision of Technical Documentation and Tools and the Supplier could not have been aware of such infringement even with the exercise of due professional care.

- 8.3 The Supplier is obliged to inform the Customer in writing of all its own intellectual and industrial property rights and all intellectual and industrial property rights of third parties for which the Supplier is authorised to grant sub-licences and which it has used in the manufacture of the Goods. The licences and sub-licences used must permit the export of the Goods to all countries to which the Customer supplies the Goods or products in the manufacture of which the Goods are used. The Supplier shall indemnify the Customer and the Customer's customers against any claims arising from the use of these intellectual and industrial property rights.
- 8.4 The Parties are obliged to inform each other without delay of any claims by any third parties relating to intellectual and industrial property rights and to cooperate with each other to resolve the situation that has arisen.
- 8.5 The Supplier is not entitled to register any intellectual and industrial property rights belonging to the Customer, including rights arising in connection with the Customer's development Order or in the course of consultations with experts, collaborators or employees of the Customer. Should the Supplier acquire such rights in contravention of the preceding sentence, they shall be obliged to transfer them to the Customer without delay.

9 Confidentiality and Protection of Confidential Information

- 9.1 The entire content of the Contract is confidential. The Parties are obliged to maintain absolute confidentiality regarding Confidential Information.
- 9.2 The obligation to maintain confidentiality regarding Confidential Information applies to any third party.
- 9.3 The provision of Confidential Information to public authorities in accordance with the relevant legislation shall not be considered a breach of the duty of confidentiality regarding Confidential Information, provided that the Confidential Information is provided to public authorities in accordance with the law. The Party providing Confidential Information to a public authority shall be obliged to inform the other Party of this in writing without delay and to cooperate closely with it in ensuring the continued protection of the confidentiality of such Confidential Information.
- 9.4 Where the Parties enter into a separate agreement concerning the protection of Confidential Information, such agreement shall take precedence over the provisions of this Article of the GTC if that agreement provides for a higher level of protection for Confidential Information.

10 Liability

- 10.1 The Supplier shall be fully liable for any damage, including actual damage, loss of profit and other directly or indirectly related damages, arising as a result of a breach of any of its obligations under the Contract, the GTC, legislation or other rules binding on the Parties.
- 10.2 The Parties shall not be liable for damage only if the damage arose as a result of (i) Force Majeure and the first Party has notified the aggrieved Party in writing of the anticipated occurrence of Force Majeure sufficiently in advance of the occurrence of Force Majeure or without delay following its occurrence, unless it was impossible, for reasons not attributable to the first Party, possible to notify the aggrieved Party of the Force Majeure event in advance, or if (ii) the damage arose as a result of a breach by the aggrieved Party of its obligations under the Contract, the GTC, legal regulations or other rules binding on the Parties, by the aggrieved Party, to the extent that such breach by the aggrieved Party contributed to the occurrence of such damage.
- 10.3 In the event that a third party makes a claim against the Customer for damages arising as a result of a direct or indirect breach of any of the Supplier's obligations under the Contract, the GTC, legal regulations or other rules binding on the Parties, the Supplier shall compensate the Customer for any damage awarded to the third party against the Customer by a final and enforceable decision of a court or other competent public authority. The Parties undertake to cooperate with each other in resolving such a situation. The provisions on Force Majeure shall apply in this case only if the Customer successfully invokes Force Majeure against the third party in question.
- 10.4 The Supplier shall also be fully liable to the Customer for any damage incurred by the Customer in the event of justified preventive measures taken by the Customer or the Customer's customer (in particular, product recalls).
- 10.5 The Customer's obligation to compensate the Supplier for damages is excluded to the relevant extent if the Customer has effectively limited its liability towards its customer.
- 10.6 If the Supplier breaches its statutory obligations arising from Act No. 351/2015 Coll. on cross-border cooperation in the posting of workers for the performance of work in the provision of services and amending certain acts, as amended (hereinafter the "Act on Cross-Border Cooperation") and/or obligations under Directive 2014/67/EU of the European Parliament and of the Council on the enforcement of Directive 96/71/EC concerning the posting of workers in the framework of the provision of services, amending Regulation (EU) No 1024/2012 on administrative cooperation through the Internal Market Information System (hereinafter the "Posting of Workers Directive"), and/or other related or similar legislation, or contractual obligations arising from the Contract or the VNP, and in direct or indirect connection with any such breach, any person, authority or body, the Supplier shall be obliged to compensate the Client for the relevant damages incurred by the Client for this reason. The Customer shall be entitled to claim such compensation from the Supplier on a

precautionary basis, and the Supplier shall be obliged to compensate for the aforementioned damages even before the Customer has satisfied the relevant person, body or authority with the said penalties, damages, compensation, measures or claims.

- 10.7 The Supplier shall pay the Client the compensation and indemnities under this Article within thirty (30) days of receipt of a request for payment. The request for payment may take the form of an invoice. The Client is entitled to set off the damages and compensation against other claims of the Supplier against the Client even without sending a prior request for payment.

11 Penalties

- 11.1 If the Supplier is in default of the proper and complete delivery of the Goods, it shall be obliged to pay the Customer a penalty of **0.5% of the Price for each commenced week of delay**. This penalty shall not affect the Customer's right to compensation for damages.

If the Customer is obliged to pay Taxes on behalf of the Supplier, the Customer shall also be entitled to a contractual penalty from the Supplier amounting to **0.2% of the sum corresponding to the Taxes**, including any ancillary charges, for each day from the time the Customer pays the Taxes to the relevant authority until the time the Supplier reimburses the Customer for the Taxes. This shall not affect the Customer's right to claim damages.

- 11.2 If the Customer is in default of payment of the Price, the Supplier shall be entitled to claim default interest from the Customer at a rate of **0.5% of the Price for each week or part thereof of default**.

- 11.3 The Supplier shall pay the Customer the following contractual penalties in the event of failure to comply with the following obligations, provided that these penalties do not affect the Customer's right to compensation for damages:

- EUR 150 for each complaint issued
- EUR 150 for failure to meet the sampling deadline,
- EUR 150 for organising the sorting of a defective delivery,
- EUR 150 for failure to comply with packaging regulations,
- EUR 300 for jeopardising the smooth running of the Customer's production as a result of a delayed delivery,
- EUR 150 for each incorrect, incomplete or missing piece of information or document in the Invoice, Delivery Note or other accompanying documents,
- EUR 150 for the first escalation level applied against the Supplier and subsequently a multiple of this penalty for each higher level.

- 11.4 In the event that the Supplier breaches the prohibition on creating a charge or other rights in favour of third parties over its claims against the Customer pursuant to clause 5.15 of these GTC, the Supplier shall pay the Customer a contractual penalty amounting to **25% of the value of each claim** pledged in breach of clause 5.15 of the GTC.

- 11.5 The Supplier is **not authorised**, for its own benefit or for the benefit of any other third party, including persons affiliated with the Customer, (i) to engage in any direct or indirect recruitment of the Customer's employees, other staff of the Customer or the Customer's contractual partners, (ii) to offer the Client's employees, other staff of the Client or the Client's contractual partners positions with the Contractor, including managerial or executive positions or positions as statutory representatives or authorised signatories, or to offer them the same or similar positions with any third parties, or (iii) in any way persuade the Client's employees, other staff of the Client or the Client's contractual partners to terminate their employment relationship or contract with the Client and/or in any way persuade them to go and work for the Supplier or any third party. The Supplier is **not authorised (iv)** to enter into an employment relationship or any other similar employment-related or legal relationship with any of the Customer's employees, other staff members or contractual partners.

In the event that the Supplier breaches any of the prohibitions set out in the first paragraph of clause 11.5, the Supplier shall pay the Customer a contractual penalty of **EUR 10,000** for each such breach.

- 11.6 The Supplier shall pay the penalties to the Customer in accordance with this clause within thirty (30) days of receipt of a demand for payment. The demand for payment may take the form of an invoice. The Client is entitled to set off the penalties against other claims the Contractor has against the Client, even without sending a prior demand for payment.

- 11.7 The Supplier declares that the work or service it provides to the Customer is provided exclusively through natural persons whom it legally employs.

Notwithstanding the other provisions of the GTC or any other document governing the contractual relationship between the Supplier and the Customer, the Parties have therefore agreed that, should the Customer be required to pay an administrative authority on account of (i) the inaccuracy or falsity of a declaration regarding the lawful employment of a natural person (ii) a breach of any obligation set out in this contract (the VNP or any other document governing the contractual relationship between the Supplier and the Client), a fine, penalty or other performance, the Supplier shall be obliged to pay this amount to the Customer as a contractual penalty for the falsehood of the Supplier's declaration or the breach of its obligation. The contractual penalty is payable within 15 days of the date of delivery of the Customer's request for payment.

The Parties agree that any false or incorrect statement made by the Supplier in this Article above, or any breach by the Supplier of the provisions of this Contract (the General Terms and Conditions or any other document governing the contractual

relationship between the Supplier and the Customer), shall entitle the Customer to withdraw from the Contract. The contracting parties have also agreed that in such a case, the Customer shall be entitled to compensation for damages.

The Supplier, as the promisor within the meaning of Section 725 et seq. of the Commercial Code, undertakes to compensate the Customer, as the beneficiary, for any loss incurred by the Customer as a result of the imposition of any penalty by an administrative authority, in particular a penalty for providing the work or service supplied to the Customer through a natural person whom the Supplier employed illegally.

12 Delivery

- 12.1 Any documents delivered under the Contract and/or the GTC must be delivered in person, by courier or by registered post and shall be deemed to have been delivered on the third day following their dispatch to the last known address.

- 12.2 Orders may also be delivered by ordinary post, email, fax or via other electronic systems used by the Parties.

- 12.3 The Supplier is obliged to send a delivery notice to the Customer immediately after dispatching the Goods. Delivery notes must be delivered with the Goods. A delivery note is deemed to have been delivered on the date of its signature by the Customer and upon delivery of the Goods to the Customer.

13 Governing Law and Jurisdiction

- 13.1 The GTC, the Contract and any legal relationships relating thereto shall be governed in their entirety by Slovak law. The Contract is concluded in accordance with the Commercial Code and shall be governed in its entirety by its provisions.

- 13.2 Pursuant to Article 6 of the CISG, the CISG shall not apply to the Contract, the GTC and the legal relationship between the Parties.

- 13.3 Pursuant to the provisions of Section 37e of the Civil Procedure Code and Article 23(1)(b) of the Civil Code, jurisdiction to resolve disputes arising from the GTC, the Contract and/or from relationships directly or indirectly related to them, their content and/or their subject matter lies exclusively with the Slovak courts.

- 13.4 The court with local jurisdiction to resolve disputes under the preceding paragraph is the court with subject-matter jurisdiction in the district in which the Customer has its registered office at the time of filing the claim, provided the Customer is a Slovak company. Where the Customer is not a Slovak company, the court with local jurisdiction and subject-matter jurisdiction is the court for the judicial district of Bratislava I.

14 Amendment of the GTC, amendment of the Contract and termination of the Contract and production of the Goods

- 14.1 The Customer is entitled to unilaterally amend the GTC. The Customer shall inform the Suppliers of any amendments to the GTC and their effective dates in an appropriate manner via its website and in the links on the Orders. The current version of the GTC is available for inspection at the Customer's registered office and on the Customer's website.

- 14.2 The Contract may only be amended by mutual written agreement signed by both the Client and the Supplier. This provision does not apply to amendments to the GTC pursuant to clause 14.1 of the GTC.

- 14.3 The Contract may only be terminated (i) by mutual written agreement of both Parties signed by the Parties' statutory representatives, or (ii) by withdrawal in accordance with the GTC, or (iii) by notice of termination in accordance with the GTC, or (iv) in any other manner agreed in writing by the Parties in the Contract.

- 14.4 The Customer may withdraw from the Contract or the Order (i) on grounds under the Commercial Code and other legislation, or (ii) if the Supplier fails to deliver the Goods to the Customer properly and on time, or (iii) if the Supplier breaches any of its other obligations and commitments under the Contract, the GTC and/or legal regulations, or (iv) if the Customer's client, to whom the Customer as a supplier supplies the Goods in any other form, terminates or plans to terminate its relationship with the Customer, or (v) for other reasons specified in the Contract or the GTC.

- 14.5 The Supplier shall be entitled to withdraw from the Contract if (i) the Customer fails to pay the agreed Price to the Supplier even within a reasonable additional period specified in a written demand for payment delivered by the Supplier to the Customer, provided that the additional payment period must be at least thirty (30) working days from the delivery of the written demand for payment by the Supplier to the Customer, or if (ii) it does not agree to the amendments to the GTC under clause 14.1, in which case the Supplier is entitled to withdraw from the Contract on this ground only within thirty (30) days of receiving such amendments to the GTC, or (iii) for other reasons specified in the Contract or the GTC.

- 14.6 A Party is entitled to withdraw from the Contract

- (i) if the other Party becomes bankrupt, insolvent or in default, or (ii) if a petition is filed against the other Party for a declaration of bankruptcy, approval of a composition or restructuring, or a petition to commence any insolvency proceedings under the law of the other Party's state, or (iii) if bankruptcy has been declared, a composition or restructuring has been approved, or any insolvency proceedings have been commenced in respect of the other Party's assets under the law of the other Party's state, or (iv) if a petition for the declaration of bankruptcy, the authorisation of a composition or restructuring, or the commencement of any insolvency proceedings

under the law of the other Party's state has been dismissed due to the other Party's lack of assets,

- (i) if the other Party has been dissolved and has entered into liquidation, or (ii) if the other Party's authorisation to carry on business has lapsed, or (iii) if the other Party has been deprived of its legal capacity or such capacity has been restricted,
 - the other Party has ceased its business activities or is not carrying out business activities.
- 14.7 The Client is entitled to terminate the Contract for any reason or without giving any reason. The notice period is six (6) months and shall commence on the first day of the calendar month immediately following the month in which notice of termination is delivered to the Supplier.
- 14.8 Withdrawal from the Contract and notice of termination of the Contract must be in writing, signed by the statutory representatives of the Parties and delivered to the other Party in person, by courier or by registered post. The Contract shall terminate upon delivery of the notice of withdrawal to the other Party or upon the expiry of the notice period. The termination of the Contract shall not affect the provisions on choice of law, jurisdiction, liability for damages and penalties.
- 14.9 The Supplier is obliged, on the date of withdrawal from the Contract or the expiry of the notice period, to immediately cease production of the Goods and the ordering of any raw materials and other inputs. Any Orders that have not been delivered and fulfilled by the Supplier by the date of delivery of the notice of withdrawal or the expiry of the notice period shall be deemed cancelled upon termination of the Contract. Withdrawal from the Contract shall not affect obligations under the Contract that have already been fulfilled, and Section 351(2) of the Commercial Code shall not apply.

The Customer shall not be liable to the Supplier for any stock of raw materials or other inputs or work-in-progress as at the date of withdrawal from the Contract or the expiry of the notice period, and such stock of raw materials, other inputs and work-in-progress shall be borne by the Supplier, unless the Parties agree otherwise in writing.

15 Final Provisions

15.1 Sustainable development, the Supplier's social responsibility and quality assurance of supplies: The Supplier undertakes to carry out all its activities in accordance with internationally recognised standards relating to social responsibility, sustainable development and quality management systems. The Supplier shall demonstrate compliance with the requirement under this point to the Customer either (i) by means of a certificate in accordance with ISO 9001, ISO 26000, ISO 50001 and ISO 14001 (hereinafter referred to as the "Certificates") or (ii) by other means satisfactory to the Client to the extent corresponding to the Certificates. The Customer is entitled to request the Supplier to demonstrate compliance with the obligation under this clause 15.1 of the GTC and to verify such compliance directly with the Supplier. Should the Customer identify a breach of the obligation under this clause 15.1 of the GTC on the part of the Supplier, the Customer shall set a deadline for the Supplier to remedy the situation, by the expiry of which the Supplier is obliged to comply with the conditions set out in this clause above. Should the Supplier fail to comply with the conditions set out in this clause 15.1 of the GTC even after the expiry of the period referred to in the preceding sentence, this shall be deemed a material breach of contract on the part of the Supplier. The Supplier also undertakes to comply with the Customer's Code of Ethics, which forms an annex to the GTC, in particular, but not limited to, the principles of sustainability, respect for human rights, and social responsibility policies. A breach of the obligation under the preceding sentence shall be deemed a material breach of contract by the Supplier.

15.2 Insurance

The Supplier is obliged to take out liability insurance for damage caused to the Client and/or the Client's customer (purchaser). The liability insurance must cover liability for personal injury, damage to property and consequential damage, liability for loss of profit as well as net financial loss, liability insurance for unpaid liabilities, and non-pecuniary damage.

The Supplier undertakes to provide the Client, within three (3) days of a request, with proof of the conclusion of the insurance contract and of the payment of the premium. The Supplier shall also provide the Customer, at any time after the conclusion of the Contract and no later than ten (10) days from the date of request, with a certificate (confirmation) evidencing the purpose of the insurance policy, the subject matter of the insurance, the period of insurance, the sum insured with a description of the insured events for which the insurance is taken out, the insurance benefit together with the limits of the sums insured, deductible items and/or main exclusions from the insurance, if any, or other documents proving the conclusion of the insurance, the insurance cover and the losses covered by the insurance. Should the Customer so request, the Supplier is obliged to submit the documents referred to in this provision prior to the commencement of performance under the Contract/Order.

The taking out of insurance does not exclude or limit the Supplier's liability for damage, nor does it affect the scope of liability or the amount of compensation payable. The Supplier is obliged to inform the Customer without delay at least 10 days prior to any change or termination of the insurance contract/insurance, regardless of the reason for the change or termination.

15.3 Any reference to other commercial, purchasing, delivery or any other terms and conditions on the Supplier's documents, including Invoices and Delivery Notes, is ineffective and does not bind the Customer, regardless of whether such document is signed by the Customer.

15.4 The Supplier undertakes not to include in its documents relating to the Contract and the contractual relationship with the Customer, including Invoices and Delivery Notes, any references to terms and conditions of business, purchase, delivery or any other terms and conditions other than these GTC.

15.5 The order of precedence of individual documents under these GTC is as follows:

- The Contract and its annexes, with the annexes taking precedence,
- General Technical Terms and Conditions for the Purchase of Pressing Tools and their annexes, with the annexes taking precedence
- Security Policy for Connecting Devices to the MATADOR LAN and its annexes, with the annexes taking precedence,
- GTC.

15.6 Should any provision of the GTC become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions.

15.7 In the event that these VNP are translated into other languages, the Slovak version, which is the original, shall be the authoritative language version.

This version of the GTC is effective from **1 January 2026**