

**GENERAL TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND SERVICES**

ARTICLE 1 – PREAMBLE

1. This document contains the general terms and conditions of the companies of the ŠVEC GROUP for the purchase of goods and services from suppliers. The companies belonging to the ŠVEC GROUP are specified in article 10.
2. These general terms and conditions shall apply to the supply of services, the result of which will be in tangible form such as e. g. modification of an item (coating, galvanizing), assembly of an item, maintenance or repair of an item or making a new item; they shall not apply to other types of services such as transport of goods, storage of goods, consulting, etc.
3. The agreement between the ŠVEC GROUP company as a customer and a specific supplier consists of (i) these general terms and conditions and (ii) the specific terms agreed by the parties under the given agreement for the purchase of goods or service.

The supplier may become acquainted with, download and save these general terms and conditions from the ŠVEC GROUP website (<https://www.svecgroup.sk/>); the customer may also provide these general terms and conditions to the supplier via electronic communication or attached to the framework agreement. By concluding the agreement with the customer, the supplier confirms that it agrees with these general terms and conditions.

4. The agreement between the parties may be concluded
 - (i) for the purpose of one-time purchase of goods or service where the parties enter into a one-time purchase agreement or a one-time agreement for work arising from a one-time order made by the customer and confirmed by the supplier, or
 - (ii) for the purpose of repeat purchase of goods or service under the agreed terms, where the parties enter into a framework agreement and the purchase of goods or service takes place on the basis of the customer's repeat orders confirmed by the supplier, which constitute implementation purchase agreements or implementation agreements for work.
5. If there is a conflict between these general terms and conditions and the specific terms of the agreement with the supplier, the specific terms shall prevail over these general terms and conditions.
6. Based on the supplier's offer, the delivery of the goods does not take place and the contract does not arise, even if the customer agrees with it.
7. The customer informs the supplier that the product or the result of the service supplied by the supplier are intended for further processing or use in the production of goods, which the customer supplies to its business partners who operate mainly as OEM suppliers in the automotive or other sectors. The customer and the supplier therefore enter into mutual cooperation in order to satisfy the requirements of the business partner, and thus ensure a long-term cooperation with the business partner and succeed in the competitive environment to the benefit of both parties.

For the above purpose, the supplier undertakes to act in accordance with the agreement concluded with the customer and to provide cooperation in resolving the necessary matters, even if they go beyond the scope of the agreement. The customer emphasizes, in particular, that the supplier shall fulfil its obligations under the agreement and, in case of their violation, it

shall bear the consequences caused by such violation, including those on the part of the business partner.

8. Where the term "agreement" is used in these general terms and conditions or in the specific terms, this term shall apply to one-time agreement, framework agreement and also implementation agreement and shall be interpreted in the context of the provision in which it is used. The same applies to the use of the term "order", which may include both one-time order and repeat order. The term "agreement" means purchase agreement or agreement for work; the relevant adjustment shall be applied according to the nature of the subject of the purchase. The goods and the material result of the service provided by the supplier are hereinafter also referred to as "product"; where relevant with respect to the nature of the service and the expected outcome, the term "product" shall also include an item given to the supplier by the customer in order to provide service, which was modified/adjusted by the supplier in accordance with the ordered services (e.g. material that has been surface treated by coating).

ARTICLE 2 – CONCLUSION OF THE AGREEMENT AND PLACING OF THE ORDER

Conclusion of the framework agreement

1. A framework agreement between a customer and a supplier shall enter into force and effect on the date of its signature by both parties. Written form of the action with the signature according to article 7 par. 1 and 2 of these general terms and conditions shall apply, unless the parties agree otherwise.
2. If the parties are not signing the agreement at the same time, the agreement offer signed and delivered by one party must be signed and delivered back to the offeror by the other party no later than 10 working days after receipt of the offer, otherwise the agreement will not be concluded, unless the offeror notifies the other party otherwise.

Placing the repeat orders based on the framework agreement

3. In the case of the repeat orders, the customer places the orders electronically to the address of the supplier's contact person. The repeat order becomes binding once the supplier delivers a confirmation of the repeat order to the customer in electronic form to the address of the customer's contact person. The parties may also agree on the written form of these actions with the signature of the acting party.
4. The supplier is obliged to confirm the repeat order (i) in the case of raw materials, materials, spare parts, components and services within one working day and (ii) in the case of machines and devices within two working days from its delivery.
5. The customer may cancel the repeat order no later than the moment of sending of its receipt by the supplier. The customer may cancel the repeat binding order in accordance with article 9.
6. The order confirmation may be contained in an electronic message or be included in an electronic document that is attached to the electronic message.
7. The supplier may not make changes or include new conditions or reservations in the delivered repeated order, not even by inserting them into its confirmation.

If it is necessary to make a change in the delivered order and this change is in accordance with the framework agreement, the supplier is not obliged to confirm the order, but notifies the customer immediately (within one working day) and the customer can issue a new order, which cancels the previous order.

If the supplier makes changes or additions to the delivered repeat order or sends the customer a confirmation of the order, which contains changes or additions to the order, the customer may decide to accept such changes and additions, in which case it must deliver confirmation of their acceptance to the supplier without delay (no later than one working day); in this case, the terms of the order, as amended by the supplier's confirmation, apply between the parties.

8. The repeat order must comply with the terms of the framework agreement. In the event of a conflict between these general terms and conditions, the specific terms of the agreement and the repeat order, the framework agreement shall prevail and replace the part of the repeat order that is inconsistent with the framework agreement.

In the event of the need to order a product outside the terms of the framework agreement, in particular, if such a need arises from the requirements of the business partner, the parties shall proceed in accordance with article 9.

Conclusion of a one-time agreement based on a one-time order

9. The same procedure as for repeat orders shall apply to the conclusion of a one-time agreement on the basis of a one-time order. Paragraph 7, the second subparagraph, and paragraph 8 of this article shall not apply.
10. The customer may require the supplier to conclude a one-time agreement on the basis of a one-time order in writing with the signing of the acting party as specified for the framework agreement (e. g. in the case of a higher value agreement), in which case the supplier is obliged to do so.
11. The customer may cancel the one-time order in the manner pursuant to para. 5 above. The customer may cancel a one-time binding order in accordance with article 9.

ARTICLE 3 – DELIVERY OF THE PRODUCT

1. The terms of delivery of the products are as follows:
 - (i) Delivery of goods is governed by Incoterms®2020. The Incoterms®2020 rule, which applies to the delivery of goods, is stipulated in the specific terms of the agreement. The parties declare that they are familiar with the wording of Incoterms®2020.
 - (ii) The terms of delivery of the product that results from the service provided (in particular place of delivery, entity responsible for transport of the product, bearing the transport costs, etc.) are stipulated in the specific terms of the agreement.
2. The supplier is obliged to deliver the product on the agreed day/date of delivery of the product or within the agreed delivery period, within which the product may be delivered on any working day until the end of the delivery period stipulated in the specific terms of the agreement. If the customer requests delivery of the product on a specific day within the period agreed in the framework agreement, which is stated in the repeat order (e.g. due to the customer's company-wide holiday or request of the business partner), the supplier shall confirm such delivery date when confirming the order; if such delivery date cannot be confirmed, the parties shall proceed in accordance with article 2 par. 8 of these general terms and conditions.
3. The supplier is obliged to deliver the exact quantity of the product according to the order or, if the parties agree on a permitted deviation in the specific terms of the agreement, the quantity of the product according to the order deviating max. within the permitted deviation. The weight of the product may also include the weight of the packaging only if so agreed in the specific terms of the agreement.

4. The customer acquires ownership of the product at the moment of its delivery and confirmation of its receipt by the customer in writing. If services are provided on item, the customer remains the owner of the item handed over for providing services and automatically becomes the owner of any changes to the item corresponding to ordered services.
5. The customer confirms the takeover of the product to the supplier, or its carrier, upon receipt of the product. The customer is obliged to take over the product if it is delivered in accordance with the agreement, the order, including the product documentation, in the ordered quantity, of the required packaging, with the required marking, and which at the time of its receipt does not show any defects. If the customer finds a non-compliance of the delivered product with the terms according to the previous sentence, it is entitled not to take over the product and the product is considered not delivered. Acceptance of a product that does not comply with the agreement or the order shall not constitute the customer's consent to this non-compliance or waiver of the right to redress and proper performance by the supplier.
6. The supplier is obliged to supply the product with the documentation necessary for its takeover, import/transit/export, use, processing, possible installation, maintenance and care, placing on the market, technical documentation, instructions, safety documentation, test reports, declarations of origin, the documentation required for its possible other use/use in accordance with its purpose and other documentation required for the product under generally binding legislation or agreed by the parties in the specific terms of the agreement.

The documentation has to be delivered in Slovak language, unless the customer requires documentation in another language (e.g. for the needs of a business partner) as stipulated in the specific terms of the agreement.

7. During its transport and handover, the product has to be marked, packed, secured, stored (e.g. on pallets) in accordance with generally binding legislation and the specific terms of the agreement. Packaging or possibly other items used in the delivery of the product are non-returnable, unless otherwise agreed by the parties (e. g. pallets), including a return method.
8. The customer is not obliged to carry out an immediate inspection of the product upon its receipt, except for the condition of its packaging and the number of received pieces of packaging or, if the product is not packed, the number of received pieces of the product.
9. Par. 1 point (ii), par. 2, 3, 5 to 8 of this article shall apply similarly also to the handover and transport of the item, on which the service is supposed to be provided, to the supplier.

ARTICLE 4 – PAYMENT OBLIGATIONS

1. The customer is obliged to pay the product price which is set forth in the specific terms of the framework or one-time agreement. Instead of the exact price, the parties may agree on a method of determining the price which leads to the determination of the exact price. The price is agreed as a fixed price. The price is agreed without value added tax, unless the specific terms stipulate otherwise.
2. The parties may agree on the product price for a certain period of validity stipulated in the specific terms of the framework agreement. Expiration of the product price agreement shall not cause any termination of the framework agreement; the framework agreement continues, but the customer can place orders only after the parties have concluded a new agreement on the product price for the next period. The price agreement (i.e. agreement on the new Annex No. 2 to the framework agreement or parts thereof) shall be concluded in accordance with article 7 par. 1 and par. 2 of these general terms and conditions.

3. The supplier is not entitled to request an advance payment on product price.
4. The customer shall pay the price based on an invoice, which has to fulfil the requirements of the agreement and legislation in the field of value added tax and accounting in the country of the registered office of both the supplier and the customer.
5. The parties will invoice in the form of electronic invoice. The electronic invoice has to be sent from the electronic address of the supplier's contact person to the electronic address of the customer's contact person. The parties may agree within specific terms of the agreement on invoicing in the form of paper invoice.
6. The invoice may be issued only after delivery of the product. The invoice has to be issued within 15 days from the date of takeover of the product by the customer.
7. The parties shall inform each other in advance of their status as a payer of value added tax, its change and other facts relevant to that tax.
8. The customer shall pay the product price in the currency in which the price is agreed in the specific terms of the agreement. Damages, compensation for any other loss, costs and other payments of punitive or compensatory nature may be demanded by a party in the currency valid in the country of its registered office or in the currency in which the party has born these payments.
9. The customer shall pay the price by means of wire transfer to the supplier's bank account specified in the invoice.
10. The due date of invoices is 60 days. The due date of the supplier's unpaid invoices may be extended by the number of days of the supplier's delay, if the supplier is in delay with the delivery of any of its product, or its part or documentation for the product, or is in delay with removal of the defect in any of its product, and has been notified of the delay in writing by the customer.
11. If the customer does not specify which invoice it is paying, the payment shall be credited to the invoice with the oldest due date. Unless otherwise specified by the customer, payments shall be credited first to the principal/principals and subsequently on the interest.
12. The customer is obliged to pay payments other than the product price only if they are specified in the specific terms of the agreement. The supplier is entitled to adjust the price only in the manner specified in the specific terms of the agreement; its right to provide the customer with a discount on the product price is thus not affected. For payments other than the price, the provisions of this article concerning payment of the price shall apply accordingly.
13. The customer is not obliged to reimburse the supplier separately any taxes, duties and other costs/expenditures associated with or caused by performance of its obligations under the agreement (this does not affect the customer's obligation to pay value added tax, which applies to the invoiced payment). The customer has a right to free licences granted by the supplier in accordance with the agreement, to use the supplier's web portal free of charge (if such use has been agreed by the parties) and to free removal of product defects under the supplier's guarantee, including replacement of the defective product, including the item on which the service was provided, all at the supplier's expense.
14. The supplier must not assign a claim or any right against the customer without prior written consent of the customer.
15. If the customer makes a payment as guaranteeing the value added tax not paid by the supplier, the customer has a right to reimburse from the supplier

the means spent by the customer (including use of the excessive deduction determined by the tax office for this purpose), without any delay, i. e. starting the next day. The customer has a right to set off such receivable unilaterally, regardless of its maturity, against the due and undue receivables of the supplier to the customer.

The customer may proceed similarly in accordance with this paragraph also in other cases, where it is obliged to provide monetary performance to a third party instead of the supplier, due to breach of the supplier's obligations or ensuring the supplier's performance under generally binding legislation and/or decision of competent authority (e. g. in the event of passage from the supplier to the customer of the obligation to pay a fine for violation of the prohibition of illegal employment under the terms set out in generally binding legislation).

In cases under this paragraph, the customer has the right to take precautionary measures if it has reasonable doubt that it is at risk of performance under this paragraph. These measures may include e. g. the right to defer the invoiced payment to the supplier of the corresponding amount or communication with competent authorities. The parties shall communicate and cooperate with each other so that matters under this paragraph be resolved without adversely affecting either of the parties.

ARTICLE 5 – DEFECTS AND GUARANTEE

1. The product is supplied with a supplier's guarantee for quality under the terms stated in this article 5.
2. The supplier provides guarantee for the product, including product documentation, meaning that the product at its delivery and during the guarantee period:
 - (i) meets the agreed characteristics (parameters, quality, requirements for functionality/usability, packaging and marking, operating parameters, consumption, reliability and other characteristics and requirements agreed in the specific terms of the agreement or set out in these general terms and conditions), or, if certain characteristics are not explicitly agreed, meets usual characteristics,
 - (ii) fits for the agreed purpose or, if no purpose is expressly agreed, fits for usual purpose, and
 - (iii) is free of any legal defects.
3. The guarantee shall not include:
 - (i) common wear and tear of the product,
 - (ii) defects caused by the customer's actions (e. g. out-of-guarantee repair), the actions of third parties (e. g. vandalism, theft) or caused by external events and influences (e.g. fire, flood, industrial or chemical gradient, acidic or alkaline contamination or other natural phenomena, except if the characteristics of the product referred to in paragraph 2 above are intended to ensure that the product is resistant to these events and influences), or
 - (iii) defects of the product which are in causality to a breach of the customer's obligation to comply with the obligations related to the product set out by its manufacturer or supplier in the product documentation handed over to the customer in accordance with article 3 par. 6 of these general terms and conditions or set out in generally binding legislation.
4. The guarantee period shall start from the date of takeover of the product by the customer. The customer is entitled to report a detected product defect at any time until the end of the guarantee period.

5. The guarantee period lasts for two years. The guarantee period will be suspended during the period from which the customer notifies the supplier of the product defect until it is removed (i. e. when the customer obtains the product without any defects) or the claimed defect is resolved otherwise (e. g. in the form of a discount on the product price).
6. If the customer notifies the supplier of the defect, the supplier is obliged to confirm receipt of the notification within one working day. The supplier is obliged within the same period to notify the customer of the method and time of removal of the notified defect.
7. The supplier shall remove defects of the product by
 - (i) repairing the defect,
 - (ii) replacing the product or its defected part,
 - (iii) removing the legal defect.

In case it is possible to use more methods of removal of the defect, the choice of the method is up to the supplier. If the same defect occurs on the same piece of product for the third time, the supplier is obliged to remove the defect by replacing the product (whole piece), i. e. the supplier is not permitted to remove the defect by repair.

8. Removal of product defects, product replacement and return of replaced product shall be carried out at the expense and risk of the supplier.
9. The supplier is obliged to remove the defect within (i) two working days in the case of raw materials, materials, spare parts, components and services, and (ii) 15 working days in the case of machines and devices and legal defects, from its notification
10. If the supplier is in delay with removal of the defect, the customer is entitled to remove the defect by means of another professionally qualified person and the supplier is obliged to reimburse the customer for the costs incurred by this procedure.
11. If the supplier fails to remove the defect in accordance with this article of the general terms and conditions no later than one month from its notification, or if the same type of defect occurs three times or more, but always on another piece of the replaced product, the customer is entitled to cancel the binding order with respect to such product, i. e. withdraw from the one-time or implementation agreement, and the supplier is obliged to return the product price to the customer.

The customer is entitled to withdraw from the one-time or implementation agreement also if the product is no longer in the condition in which it was received by the customer, if (i) the change of the condition occurred as a result of inspection and unpacking of the product after delivery, or (ii) the change of the condition occurred before a defect has been discovered as a result of sale of the product or its (partial) consumption or modification by its common use; the change of the condition must not occur due to damage to the product caused by the customer or other breach of the customer's obligations, which are in direct causality to the change of the product condition. The customer shall return the product immediately upon receipt of the product price from the supplier.

12. The parties may agree on a discount on the price of the product as a way of resolving the claimed product defect.
13. If the supplier offers its customers an extended guarantee for the product, it is obliged to inform the customer of such offer and, if the parties so agree, to include an agreement on application of the extended guarantee in the specific terms of the agreement.
14. The parties may agree on a specific guarantee for certain parts of the product or its parameters (e. g. surface treatment of the product). The terms of the specific guarantee will be set out in the specific terms of the

agreement. Specific guarantee replaces general guarantee under this article.

15. The contractual guarantee for the quality of the product is governed exclusively by the provisions of the agreement, i.e. provisions of the Commercial Code governing guarantee for quality shall not apply.
16. The supplier's statutory liability for the product defects and the customer's claim for damages caused by the product defects remain unaffected.

ARTICLE 6 – GENERAL PROVISIONS

1. "Working day" means a day on which there is no Saturday, Sunday, public holiday or non-working day in the country of the registered office of the customer. For the purpose of this agreement, working day lasts from 8.00 am to 4.30 pm. For the purpose of delivery and taking of the product, the working day means a period between 6.00 am - 2.00 pm i. e. in order to fulfil the obligation to deliver the product on certain working day, the product has to be delivered within this time period.

A period of one working day begins to run at the moment when the event from which this period is calculated occurs and ends on the next following day at the same time; calculation of longer periods shall be set out accordingly.

2. Neither party shall perform actions on behalf of or for the account of the other party, unless expressly agreed in advance and in writing by the parties.
3. The parties shall provide each other with necessary cooperation in order to exercise their rights and perform their obligations under the agreement, unless this would be contrary to a reasonable arrangement of the relationship or would impose disproportionate costs and/or disproportionate time burden for the acting party.

The supplier specifically confirms that it will provide cooperation in solving requirements of a business partner, such as provision of necessary information and cooperation in audit process performed by the business partner, allowing the business partner's representatives to enter its premises at their reasonable request, cooperation in analysis and design of solutions related to quality or other parameters of the product. The supplier will act preventively also in dealing with the effects of the pandemic caused by the COVID-19 disease so that its impact on the performance of the agreement is minimized.

4. The parties shall provide each other with true and complete information, taking into account the purpose for which it is provided.
5. By performing the agreement, the supplier is obliged to proceed with professional care and in accordance with current standards in the industry (*de lege artis*). The supplier is obliged to deliver the product in accordance with generally binding legislation and technical standards (international, European/harmonized and national), that apply at the place of production of the product, at the place of registered office of the supplier and the customer. Delivery of a product that does not comply with the technical standard is possible only if the supplier informed the customer of such non-compliance prior concluding the agreement and the customer agreed with delivery of such product.
6. The supplier is obliged to deliver the product in compliance with regulations and standards applicable in the field of safety, health protection, environmental protection, labour relations, human rights, responsible behaviour in the use of resources, especially with regard to greenhouse gas emissions, energy efficiency, use of renewable resources, preservation of water and air quality, reduction of waste in recycling, chemical and hazardous substances management, industrial security, protection of

sensitive, confidential and personal data, whistleblowing and prohibition to act in conflicts of interest. In the course of production and delivery of the product, the supplier is obliged to comply with conditions, restrictions and prohibitions that apply to use, transport or other handling of certain materials, mixtures or substances in accordance with generally binding legislation, including standards of international law, or decisions, or other acts of the competent authorities. The supplier must not act in a manner fulfilling the characteristics of corruption practices. When visiting the customer, the supplier is obliged to comply with the rules and regulations that apply in the customer's production and other premises and in the case of a business partner's visit, the supplier is obliged to comply with the rules and regulations in the business partner's production and other premises.

7. The parties may agree in the specific terms of the agreement on the supplier's obligation to take out liability insurance.
8. The agreement between the supplier and the customer, including information provided at negotiations and communication prior to or after the conclusion of the agreement, including implementation agreements, shall constitute confidential information of the parties and, subject to generally binding legislation, also a trade secret of the party if so designated by the party. A party must not disclose such confidential information to a third party except with the prior written consent of the other party. Detailed terms for the protection and handling of the confidential information are set out in a confidentiality agreement concluded between the parties.
9. A party may publish information regarding a business cooperation with the other party only with its prior written consent. The prior written consent is also required for the content and manner of processing this information (whether in writing, visual or audio-visual) prior to its publication. If data protected by intellectual property rights (e. g. trademarks) are used in this communication, such data may be used by a party only under the appropriate license.
10. If the acquisition and use of the product for its purpose by the customer requires a licence of the author/owner to use intellectual property rights (e. g. a licence to use a copyright work or a patent), the supplier is obliged to ensure that the customer acquires these rights no later than on the date of takeover of the product. The customer will carry out necessary actions to acquire these rights, if they are granted in accordance with this agreement.
11. The parties shall grant the necessary intellectual property rights licences to each other pursuant to par. 9 and 10 of this article of the general terms and conditions free of charge, in the manner and to the extent necessary to achieve the purpose of their application and for an indefinite period. If the specific circumstances of the situation justify a different manner, scope or time of exercising these rights under par. 9 for PR purposes, the parties will negotiate specific licence terms. In the case of specific licence terms for the purpose of the acquisition and use of the product according to par. 10, the supplier is obliged to inform the customer about these terms before concluding the agreement, so that these terms are reflected in the specific terms of the agreement.
12. The parties shall provide each other with the information concerning the processing of personal data required under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, in a separate document (in particular through their websites).
13. Each party shall inform the other party of incurring any obligations, including an obligation to endure a control as a result of the party's use of European funds or other public funds.
14. If any provision of the agreement becomes invalid or unenforceable, it shall not affect the validity and enforceability of the other provisions of the agreement and the parties are obliged to replace such invalid or

unenforceable provision with another provision that is valid and enforceable to achieve the purpose of the agreement.

15. If the supplier breaches its obligations under the agreement and the repeat order and such a breach will result in a breach of the customer's obligations to the business partner pursuant to their mutual contract, order or law (in particular if the supplier is in delay with a proper and timely delivery of the product to the customer, due to which the customer defaults with the proper and timely delivery of the goods to the business partner, or if the supplier delivers to the customer a product, defect of which causes a defect of the business partner's goods) and the business partner asserts claims against the customer pursuant to their mutual contract, order or law due to the breach of its obligations, the supplier is obliged to pay the customer a compensation for all costs/expenditures, fines, damages or losses (including due to interruption of production/supply by the business partner or call for the business partner's goods, labour costs caused by eliminating the consequences of the breach), or other harm to the customer's assets (including an increase in payments/fees or applying discounts by the business partner) incurred by the customer due to assertion of these claims by the business partner or in connection with and for the purpose of resolving these claims (such as. costs of technical, legal advice, costs of legal proceedings, etc.). The costs of the customer's contractual consultants and experts shall not exceed reasonable costs.

If the breach is not caused solely by the supplier (i. e. persons other than the supplier (including the customer) or circumstances beyond the control of persons in the supply chain contributed to the breach of the customer's obligation to the business partner), the supplier is obliged to pay the customer a compensation under this paragraph to the extent the breach of the supplier caused the breach of the customer towards the business partner.

A duty to refund under this paragraph of the general terms and conditions shall constitute a contractual obligation and shall not constitute a liability for damages or claim for removal of defect of the delivered product, applied in the manner under generally binding legislation and/or the agreement. The customer is entitled to satisfy a certain harm from one legal ground only and to the extent it is satisfied, its right to satisfaction from another legal ground shall terminate.

The parties will communicate and cooperate in order to resolve possible violations against the business partner with the least possible negative impact on the parties; for this purpose they may agree on appointment of an independent expert in order to assess the situation.

ARTICLE 7 – COMMUNICATION OF THE PARTIES

1. Actions relating to the conclusion of the framework agreement, its amendments, termination, transfer of rights and obligations under the agreement, granting consent to amend the agreement, including its parties, must be performed in writing with a handwritten signature of the party or qualified electronic signature, unless the parties agree otherwise. This provision shall apply *mutatis mutandis* to a one-time agreement or a repeat order which is concluded in writing with the signatures of the parties.
2. If the authorization of a representative of a party to perform an action pursuant to paragraph 1 of this article does not result from publicly available data of the commercial register, the party is obliged to deliver an original or a copy of the written power of attorney of its representative no later than together with the signed deed.
3. Actions relating to the performance of the agreement (i. e. ordering the product, taking over and inspecting the product, asserting claims for product defects, invoicing, etc.) and actions relating to the conclusion of a one-time agreement or repeat order process, including their changes or

cancellations, shall be performed in writing by electronic mail, unless the parties agree to proceed in accordance with para. 1 and 2 of this article.

4. The contact person of a party for the purpose of the agreement is the person specified in the agreement, or a person notified to the other party by a previous contact person or a representative of the party authorized to act on behalf of the party pursuant to para. 2 of this article. Such a contact person is considered to be authorized to perform actions related to the performance of the agreement or even the contracting under para. 3 of this article, and thus authorized by the party for all activities that normally take place in that activity.
5. Electronic communication of a party shall contain the identifiers of the party, name, surname and position of the contact person proving the authority of this person to act on behalf of the party and be sent from the address of the party's contact person and delivered to the address of the contact person of the other party specified in the agreement.

ARTICLE 8 – REPRESENTATIONS AND WARRANTIES OF THE SUPPLIER

1. The supplier provides the customer with representations and warranties referred to in paragraph 3 below. The supplier makes these representations and warranties as of the date of signing the agreement, undertakes to be true about them and undertakes to maintain their veracity during the term of the agreement.
2. If any of the representations and warranties in par. 3 of this article is not true on the date of signing the agreement or turns out to be untrue during its term, the supplier is obliged to inform the customer immediately of this fact and provide it with the necessary information and cooperation in order to assess how such fact endangers the supplier's ability to perform under the agreement or creates other risk of a negative impact on the customer.
3. The supplier represents and warrants to the best of its knowledge and on the basis of publicly available data that
 - (i) it does not violate the prohibition of illegal employment, it is not a tax debtor, a debtor to the Social Insurance Agency, a debtor to the health insurance companies,
 - (ii) no decision of the court regarding its dissolution or nullity has been issued,
 - (iii) no decision of the competent body of the company on the dissolution of the company with or without liquidation has been taken,
 - (iv) it is not bankrupt, no petition for insolvency or restructuring authorisation has been filed against it, the effects of the opening of insolvency proceedings, declaration of insolvency, opening of restructuring proceedings or restructuring authorisation do not apply to it, nor has the insolvency proceedings against it been stopped due to lack of assets or termination of insolvency proceedings, nor is it granted an interim protection,
 - (v) there is no execution proceedings or other similar enforcement proceedings against it to satisfy a third party's claim, there is no proceedings enforcing pledge over its property, there is no enforceable decision of a court or other competent authority to pecuniary performance against it, it is not the subject of proceedings for breach of the financial discipline in the management of European funds or other public sources,
 - (vi) there is no court decision on disqualification of a member of its statutory body,
 - (vii) the product is in its sole ownership, is not encumbered by a third party's right, the supplier's right to dispose of the product is not restricted, the product is new and not yet used, and the product, including the documentation, fulfils the requirements of generally binding legislation,

- (viii) the supplier is capable to perform the agreement, has all the necessary permits, authorizations and other decisions or documents of the competent authorities necessary for its performance under the agreement,
- (ix) the supplier does not use services and products of companies from the countries that are subject to international financial sanctions,

whereas the publicly available data are data stated e. g. in the list of natural persons and legal person who have violated the prohibition of illegal employment, in the list of tax debtors, in the list of debtors maintained by the Social Insurance Agency, in the list of debtors maintained by health insurance companies, in the register of bankruptcies, in the register of disqualifications, in the central register of executions.

ARTICLE 9 – TERM AND TERMINATION OF THE AGREEMENT

1. The framework agreement is concluded for a period of one year. The framework agreement is automatically renewed for the next year, unless one of the parties delivers notice of termination of the agreement to the other party during the last three months of its term. The termination shall take effect on the last day of the term of the agreement.
2. A party may withdraw from the agreement only for the reasons stated in the agreement.
3. A party may withdraw from the framework agreement if
 - (i) the other party has breached the agreement, the breach lasts for more than 30 days and the breach has been notified to it in writing by the party, or
 - (ii) the other party has cancelled the binding repeat orders at least twice in accordance with paragraph 4 below, or
 - (iii) it undoubtedly follows from the conduct of the other party or from other circumstances that the other party will be in breach of the agreement, in particular if the other party declares that it will not fulfil its obligation.
4. A party may cancel the binding one-time or repeat order, i.e. withdraw from the one-time agreement or individual implementation agreement if
 - (i) the other party is in breach of the terms of the order, the breach lasts for more than 2 working days and the breach has been notified to it in writing by the party, or
 - (ii) it undoubtedly follows from the conduct of the other party or from other circumstances that the other party will be in breach of the terms of the order, in particular if the other party declares that it will not fulfil the obligation.
5. The customer has the right to change these general terms and conditions and must publish this change on the ŠVEC GROUP website (<https://www.svecgroup.sk/>) and notify the supplier no later than one month before they take effect; the customer may also make the notification in electronic form in accordance with article 7 par. 3. If the supplier does not agree with the amended general terms and conditions, it may withdraw from the framework agreement, whereas it may exercise this right only during the first three weeks from the delivery of the amended general terms and conditions.

The amended general terms and conditions do not affect the agreed specific terms of cooperation of the parties. If the supplier does not withdraw from the agreement, the agreement between the parties shall, from the effective date of the amended general terms and conditions, consist of (i) the amended general terms and conditions and (ii) the specific terms agreed by the parties to purchase goods and services.

6. Due to the fact that the customer's business partner may have the right to terminate the contract or the order with the customer, based on which the goods have been ordered (and not yet delivered), and if such right is exercised, the customer has the right to cancel the binding one-time or repeat order, i.e. withdraw from the one-time agreement or the individual implementation agreement with the supplier, or its part, under which the customer ordered from the supplier a product intended for the goods, the delivery of which was cancelled by the business partner.
7. Due to the fact that the customer's business partner may have the right under a contract, order or law to change the contract or the order with the customer based on which the goods have been ordered (and not yet delivered), and if such right is exercised, the customer may ask the supplier to change the binding one-time order or repeat order, or the part thereof, based on which the customer ordered from the supplier a product intended for the goods the terms of delivery of which are changed by the business partner. The supplier shall make an effort, to the extent possible on its part, to comply with such justified request to change the binding order, and shall respond to the customer within one working day of receipt of its request.

Change of the one-time or repeat order shall be confirmed by the parties in accordance with the procedure valid for conclusion of agreements; if the change of the repeat order is in accordance with the terms of the framework agreement, it may be changed in accordance with the procedure set out for repeat orders (electronically). The period for the supplier to accept a new order is three working days, unless the customer specifies otherwise in the dispatched order.

If the supplier does not comply with the request to change the order, the customer has the right to withdraw from the agreement with the supplier concluded upon a one-time or repeat order, or a part thereof, based on which the customer ordered from the supplier a product intended for the goods, delivery of which the business partner requests to change. Within the procedure under this paragraph, the customer has also the right to withdraw from the framework agreement and terminate the cooperation with the supplier.

8. Termination of the framework agreement does not automatically cause the termination of repeat orders that have become binding by the date of termination of the framework agreement.
9. The withdrawal shall take effect on the date of delivery of the withdrawal to the other party.
10. Termination of the agreement does not affect the validity of provisions which, due to their nature, shall continue after its termination, in particular choice of law, court jurisdiction, liability for defects of the delivered product, liability for damages, compensation for harm caused to the customer and obligations to perform under the orders that have become binding by the date of termination of the framework agreement.
11. The parties shall return their performance (under the agreement) only in the event of cancellation of the binding orders that are not fulfilled.
12. In the case of withdrawal of the customer due to the reasons on the part of the business partner according to par. 6 and 7 of this article of the general terms and conditions, the customer is not obliged to pay any costs/expenditures, damage or other harm to the supplier's assets. Fulfilment of the conditions on the part of the business partner for the procedure according to the paragraphs 6 and 7 shall be confirmed by the customer by its statement in the deed of withdrawal (i.e. it is not obliged to submit an evidence or confirmation from the business partner).

1. The agreement between the customer and the supplier constitutes the whole and sole agreement in relation to delivery of the product specified in the agreement.
2. Relation between the parties governed by the agreement shall not be governed by (i) any previous oral, written or implicit agreements or practices of the parties, (ii) general or other terms and conditions developed by any entity other than these general terms and conditions of the customer, (iii) business practices maintained generally in the relevant industry not expressly included in the agreement by the parties (i.e. business practices which the parties wish to obey in the performance of the agreement are explicitly stated in the agreement), or (iv) guarantee/guarantee period marked by the supplier on the product packaging, or on the product itself.
3. Derogation from par. 1 and par. 2 of this article can only be a confidentiality agreement under par. 8 of article 6 of these general terms and conditions and licence agreements pursuant to par. 9 to 11 of article 6.
4. The agreement is governed by Slovak law, in particular the Commercial Code.
5. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the legal relations governed by the agreement.
6. Parties submit to the exclusive jurisdiction of the courts of country of the customer in relation to disputes arising from or in relation to the agreement between the customer and the supplier including non-contractual liability.
7. These general terms and conditions for the purchase of goods and services are applied by the following ŠVEC GROUP companies: (i) **ŠVEC a SPOL, s.r.o.**, with registered office at: Staničná 502, Vrábľa 952 17, registered in the Commercial Register of the District Court of Nitra, section: Sro, insertion No. 70/N, ID No.: 31 429 947, (ii) **LEWEMA ŠVEC a SPOL s.r.o.**, with registered office at: Staničná 502, Vrábľa 952 01, registered in the Commercial Register of the District Court of Nitra, section: Sro, insertion No. 1048/N, ID No.: 34 115 820, (iii) **KOVMECH, s.r.o.**, with registered office at: Staničná 502, Vrábľa 952 01, registered in the Commercial Register of the District Court of Nitra, section: Sro, insertion No. 13946/N, ID No.: 36 570 427, (iv) **NOTUS - POWERSONIC s.r.o.**, with registered office at: Staničná 502, Vrábľa 952 01, registered in the Commercial Register of the District Court of Nitra, section: Sro, insertion No. 664/N, ID No.: 34 109 102, a (v) **MAVIS, s.r.o.**, with registered office at: Staničná 502, Vrábľa 952 01, registered in the Commercial Register of the District Court of Nitra, section: Sro, insertion No. 12996/N, ID No.: 36 545 414 and (vi) **ŠVEC Services s.r.o.**, with registered office at: Staničná 502, Vrábľa 952 01, registered in the Commercial Register of the District Court of Nitra, section: Sro, vložka č. 54491/N, IČO: 35939371
8. These general terms and conditions shall apply from 1. March 2022 and are marked as version **XXX**.

In Vrábľa, 1.March 2022

Ing. Lubomír Švec, Director/Executive

ARTICLE 10 – FINAL PROVISIONS