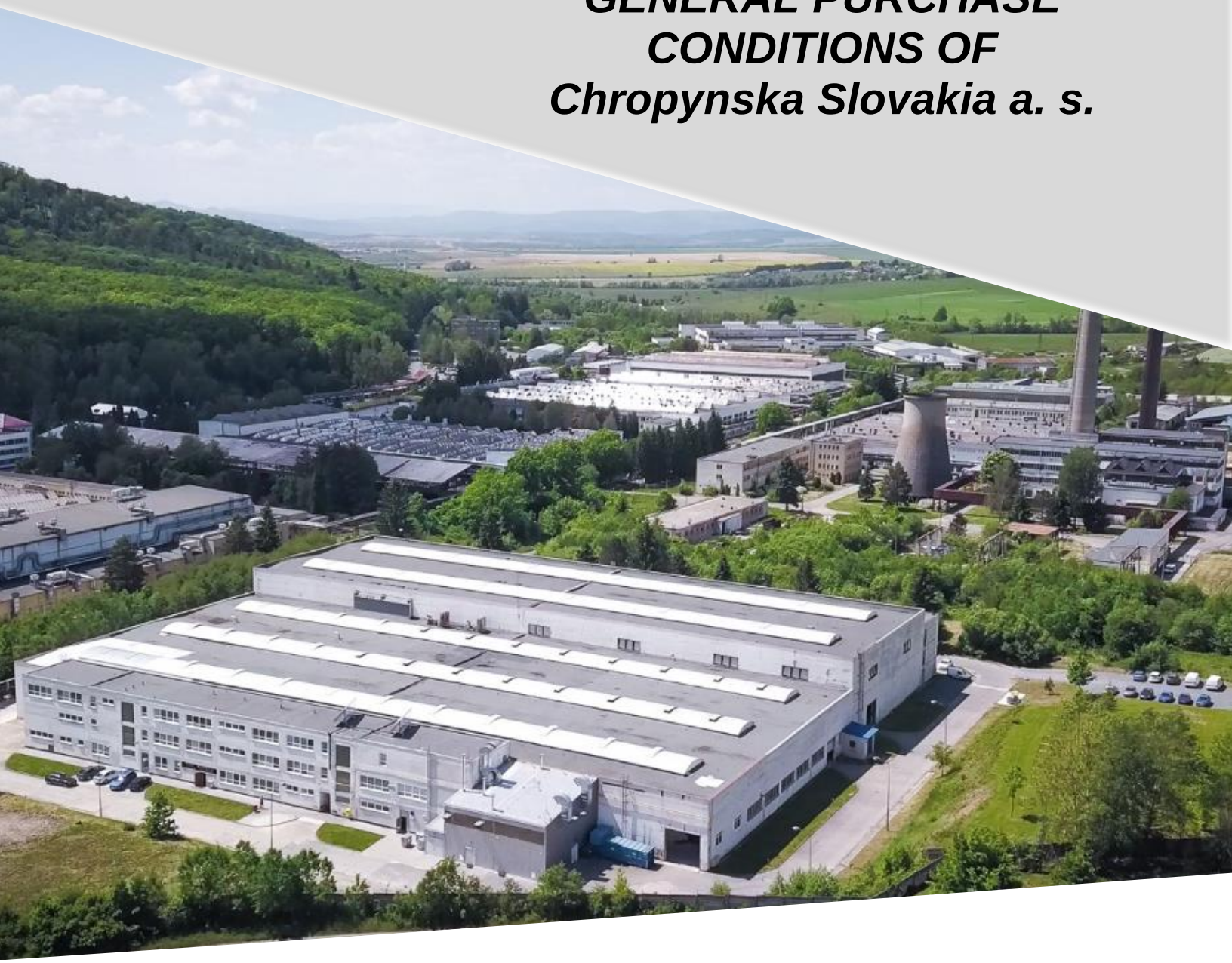
GENERAL PURCHASE CONDITIONS OF Chropynska Slovakia a. s.



CHROPYNSKA

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1 General provisions

The General Purchase Conditions for the purchase of Goods (hereinafter referred to as the "General Purchase Conditions") shall apply to all Contracts entered into by and between Chropynska Slovakia a. s., Dúbravy, Areál PPS 48, 962 12 Detva, registered with the Companies House of Banská Bystrica District Court, Section: Sa, Entry no.: 1046/5, Company ID: 46 772 219 (hereinafter referred to as the "Customer") and the other party (hereinafter referred to as the "Supplier") for the purpose of purchase of Goods (hereinafter referred to as the "Contract").

1.1 Definitions

Price - The price for the Goods to be supplied as agreed between the Parties in the Contract. The agreed Price cannot be unilaterally changed. 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 relevant taxes, duties, tariffs or other payments to public budgets.

Delivery Note - a delivery note issued by the Supplier on which the Customer acknowledges the proper and timely delivery of the Goods by the Supplier to the Customer in accordance with the GTS or the Contract. The Delivery Note shall contain the particulars set out in the SOW.

Supplier - The legal entity, natural person or other entity from whom the Customer has ordered the Goods and who will deliver the Goods to the Customer. The Supplier is not a third party from whom the Supplier has ordered the Goods to be transported to the Customer.

Confidential Information - (i) the Contract and its subject matter, the contents of Orders, Invoices, Delivery Notes, Goods, Technical Documentation, Tools and intellectual and industrial property rights, (ii) the technical know-how of the Parties and their trade secrets, (iii) any facts of which the Parties have become aware directly or indirectly in course of performance of their obligations and 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 (i), (v), and any other facts, documents and information which the Parties designate as confidential or the confidentiality of which is implied by their nature.

Invoice - An invoice issued by the Supplier to the Customer for the Goods supplied by which the Supplier charges the Customer the Price for the Goods supplied. The Invoice is a tax document and must contain all data and information as required by the GPC and applicable law.

Tools - The technical means used for the manufacture of the Goods provided by the Customer to the Supplier or which the Supplier has made based on the Technical Documentation provided by the Customer at its own expense or at the Customer's expense.

OBZ - Act no. 513/1991 Statutes, the Commercial Code, as amended, in force and effective in the territory of the Slovak Republic.

Customer – Chropynska Slovakia a. s., as defined in the Contract or in the Order as the Customer or the Buyer.

Order - An Order for Goods from the Customer addressed to the Supplier, containing the quantities and/or volumes of Goods ordered, Prices, delivery dates, due dates and other terms and conditions specified by the Customer. The Purchase Order shall also contain a reference to the GST with the date as of which they are effective.

Authorizations - The Supplier's valid and effective authorizations to conduct its business, manufacture and supply the Goods, including any relevant permits, accreditations, certificates or other confirmations issued by public authorities or other authorized bodies.

The authorizations shall also include approved exporter status from the relevant customs or other authority in the case the Suppliers are from countries outside the European Union with which the European Union has concluded a Free Trade Agreement or other agreement which allows duty exemption on import or preferential duty reduction on import of the Goods by the Supplier to the Customer.

OZ - Act no. 40/1964 Statutes, the Civil Code as amended and in force and effect in the territory of the Slovak Republic.

Quotation - A written offer of the Goods by the Supplier to the Customer made on the basis of a written or verbal enquiry by the Customer, which includes, in particular, the specification, quality, quantity and price of the Goods, payment and delivery terms, and the validity of the quotation from the date of its issue.

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

Technical specifications - Any technical documents, data, drawings, sketches, templates, models, dies, patterns, designs or any other information, regardless of its nature, form or character, provided by the Customer to the Supplier for the purpose of making and/or supplying the Goods or Tools or provided to the Supplier at the Customer's expense.

Goods - the Goods or Services ordered by the Customer from the Supplier. The manufacture and supply of Goods shall include the provision of Services.

GPC - These General Purchase Conditions. The GPC are issued as other terms and conditions pursuant to clause 273(1) of the OBZ. The GPC shall form an integral part of the Contract and the Purchase Order whether or not they are attached thereto. The GPC shall be binding irrespective of whether they are signed by the Parties. They are available and up-to-date at www.chropynska.sk

Force Majeure - Any force of nature or event not under ~~the~~ control of man, strike, war, insurrection, civil unrest, action by public authorities including laws, other generally applicable laws and general regulations, and any other serious events that occur independently of the Parties' will. Primary or secondary insolvency is not a Force Majeure Event.

Contract - A 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 shall also include any separate quality agreement or other contractual document governing the quality conditions for the manufacture and/or supply of the Goods entered into by or agreed between the Parties. In the event that the Parties have not concluded a Contract in writing or have not concluded a Master Contract, the Contract shall be

the specific Order accepted in accordance with the GPC together with the Delivery Note, in which case the Contract shall be formed at the moment of acceptance of the Order pursuant to clause 2.3. Deviating provisions of the Contract shall prevail over the GTS if agreed in writing by both Parties on the same instrument containing the signatures of the authorized representatives of the Parties.

ZMPS - Act no. 97/1963 Statutes on Private International Law and Procedure, as amended and in force in the territory of the Slovak Republic.

Unless otherwise implied by the Contract or the GPC, or otherwise agreed by the Parties, (i) any reference to a provision, legislation, the GPC or the Contract is a reference to the current version thereof, including all previous amendments, modifications and supplements, (ii) any reference to a piece of legislation is a reference to Slovak legislation, (iii) any reference to an article, clause or annex is a reference to an article, clause or annex of the GPC.

2 Ordering Goods

2.1 Quotation

The Supplier shall submit a Quotation to the Customer within two (2) days of the Customer's enquiry. The Quotation shall become binding on the Supplier at the time of its submission to the Customer. Unless otherwise expressly stated in the Quotation, by issuing the same to the Customer, the Supplier accepts the SGA in force on the date of submission of its Quotation to the Customer. The Quotation shall be deemed accepted when the Ordering Party confirms it in full by placing the Order. Provisions of the Quotation that are inconsistent with the GPC shall be disregarded unless expressly accepted by the Customer in its Purchase Order.

In the event that the Customer performs an act prior to the Order to select the Supplier (nomination, nomination letter, etc.), such act shall not be deemed to be an acceptance of the Quotation by the Customer, shall not be binding on the Customer, and the Customer shall be entitled to modify or cancel such act at any time.

Any Supplier from countries outside the European Union with which the European Union has a Free Trade Agreement or other agreement which provides for duty exemption on import or preferential duty reduction on import of the Goods by the Supplier to the Customer, is obliged to secure the status of an approved exporter and to prove to the Customer such status has been granted thereto by sending a legally valid decision of the competent customs or other authority of its country in proof of the granting of such status with an official translation into Slovak or English language.

2.2 Issue of the Order

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 shall be signed by the Customer or the relevant responsible employee of the Customer. Delivery of the Order by fax or registration in the electronic system used by the Parties shall be sufficient for placing the Order.

The Order shall also contain the Price agreed between the Customer and the Supplier. If the Customer has not agreed on the Price with the Supplier prior to Order placement, the Price set out in the Order shall be the quoted Price. The Price shall also include the manufacturing and transport costs for delivery of Goods, the costs of complying with the SGA and any other terms, conditions, policies and regulations of the Customer, and any fees and royalties for the use of any licenses and sub-licenses for intellectual and industrial property rights used in the manufacture of ~~the~~ Goods.

Where an order for services is placed without stipulating the price for technical reasons at the time of order placement, the Price shall be invoiced by and paid to the Supplier for the actual works and services performed, which shall be agreed in writing by the relevant responsible personnel of the Customer.

The terms of INCOTERMS 2020 shall apply to commercial clauses.

In the event that the Supplier is based abroad and the Parties have not agreed on another communication language in the Contract, the communication language for the purposes of Contract performance shall be English

2.3 Acceptance of the Order

If by acknowledging the receipt of the Order the Supplier agrees thereto, the Supplier is deemed to have accepted the Order. Acceptance shall be confirmed by written acknowledgement of receipt and acceptance of the Order by the Supplier or the relevant responsible employee, which shall be delivered to the Customer. If the Supplier does not accept the Order within three (3) days of its receipt, the Order shall automatically expire.

The application of the other Party's General Terms and Conditions or any other General Terms and Conditions is hereby expressly excluded, unless otherwise agreed in writing by the Parties.

If the Order is placed by means of 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 placed via an electronic system used between the Parties shall be deemed to have been accepted at the moment of its acceptance in the electronic system via the relevant element or function~~ality~~ of the electronic system.

If there is a Contract between the Customer and the Supplier which governs the relationship between the Parties, or the Supplier otherwise agrees in advance to these T&C, the Supplier shall be entitled to refuse to accept or object to a particular Order only on the grounds of Force Majeure. Any other reason for refusing to accept or object to an Order shall be ineffective and shall not result in the Order not being accepted or binding. Objections to the Order must be reasoned and delivered to the Customer in writing by regular mail or facsimile and must be signed by the Supplier or an appropriate responsible employee of the Supplier. In the event that the Supplier does not raise a valid objection to the Order in writing in accordance with this clause 2.3 within three (3) days of receipt, the Order shall automatically become accepted upon ~~the~~ expiry of that period.

By accepting the Order, the Supplier (i) also accepts these T&Cs, and also represents and warrants that (ii) it holds all Permissions that are required under the Contract, by the End Customer and/or applicable law for performance under the Order, and that (iii) it shall, at its own expense, observe and perform the terms, conditions, covenants and obligations of the Order, the Contract, the GPT, all parts and appendices thereto, and (iv) it shall observe and perform its obligations under the General Regulations on Occupational Health and Safety, environmental protection, fire protection, waste management and other relevant protective and other regulations, including technical and regulations of the STS, including the Customer's internal regulations (internal regulations only if the Goods are manufactured at the Customer's facility or supplied inside its premises), all of the above at the Supplier's expense.

2.4 The subject matter of the Order

The subject matter of the Order is the Supplier's obligation to supply the Goods to the Customer and to transfer title to the Goods to the Customer and the Customer's obligation to pay the Purchase Price to the Supplier. The Supplier shall deliver the Goods in accordance with the specification agreed in the Order. The Supplier declares that at the time of delivery the Supplier is the owner of the Goods, is entitled to dispose of the Goods and that the Goods are not encumbered by third party rights.

2.5 Amendments to the Order

The Customer shall be entitled to additionally amend the Orders, including the ordered quantities of the Goods, changes to ~~the~~ design, construction of the Goods, etc. Amendments to the Order shall be delivered in the same manner as the Order itself and shall specify which Order they relate to.

Amendments to the Order shall be binding on the Supplier. In the event that the Price decreases or increases 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 reflecting the amendments to the Order, the original Order shall be binding and the Customer shall be entitled to withdraw from the Contract.

In the event that amendments to the Order are received prior to acceptance of the original Order, the Supplier's acceptance of the original Order or any amendment to this Order shall automatically mean the acceptance of the Order including any amendments received prior to acceptance of the Order.

2.6 The Customer shall be entitled to cancel an Order within seven (7) days of its placement with the Supplier, irrespective of whether the Supplier has already accepted the Order within that period.

2.7 The Customer may send to the Supplier projections or forecasts of Orders for longer periods of time specified by the Customer or agreed with the Supplier. The Orders projections shall be used by the Supplier to adjust capacities and production. The Orders projections shall not be binding on the Parties and the Supplier shall not have any rights or claims arising from any failure to comply with them. Orders projections may be delivered by electronic mail, facsimile or any other means customary between the Parties, in particular by electronic systems.

3 Making of Goods and quality requirements

3.1 The Supplier shall be bound by the Customer's instructions in the manufacture and delivery of the Goods. The Customer may also instruct the Supplier by e-mail or fax. The Supplier shall be bound by the Customer's Technical Documentation in the manufacture and delivery of the Goods and shall manufacture the Goods solely by means of the Tools, if provided, as defined therein.

3.2 The Supplier shall deliver the Goods to the Customer properly, completely, in the agreed quantity, quality and within the time limits specified in the accepted Order and free from any defects, including legal defects. The Goods delivered shall not be encumbered by any third party rights or rights established in favor of third parties, including liens and other security rights.

3.3 The Goods shall be manufactured in accordance with the latest state of the art in science and technology in the field and of a quality that is at least at the level of competitors in the field. If the Supplier deviates from this state of the art and level, it shall immediately notify the Customer in writing, including stating the reasons and causes of such deviation, and take all steps to bring it up to that state and level.

3.4 The Supplier shall make the Goods in accordance with the Laws, the GPT and any parts and annexes thereof, the Contract, the technical and quality parameters specified by the Customer, and the quality assurance standards and rules as well as the regulations referred to in the last paragraph of Clause 2.3. The Supplier shall enable the Customer to inspect compliance with the Customer's instructions, the Technical Documentation, legislation, the SOW, the Contract, quality standards and rules and other obligations, including inspection of production and checking equipment, production facilities, documents and documentation. The Supplier is obliged to place markings, signs or symbols on the Goods as instructed by the Customer, the Order or the Technical Documentation. The Supplier shall mark the Goods (each package) with a label VDA4902, which shall contain in particular (i) the code and description of the Goods as required by the Customer, the Order, the Delivery Schedule and/or the Cancellation, (ii) the quantity of Goods in the package (net and gross quantity, number of pieces), and shall allow (iii) the retrospective identification of Goods, (iv) match the Goods with the accompanying documentation (delivery note, invoice, material attestation, safety data sheet, etc.), (v) a copy of the delivery note, the invoice, etc.), and (v) identify the Supplier and the entity of the Goods origin.

3.4 The Supplier shall, at the request of the Customer, grant the Customer access to the manufacturing premises for the purpose of ascertaining and checking compliance with the quality of production of the Goods, technical parameters of production, etc. Such inspection may only be carried out on working days from 08:00 a.m. to 4:00 p.m.

3.5 Quality management systems in accordance with international standards TS, VDA, QS and ISO serve as the basis for assessing and determining the necessary scope of quality assurance measures and documentation.

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, it shall also deliver the Delivery Note, Invoice, packing list, material certificate and other documents including the accessories of the Goods (manuals in Slovak or Czech language, etc.). If the delivery of the Goods does not contain any of the aforementioned documents, in particular the proof of origin of the Goods, the Goods shall not be deemed delivered properly, completely and without defects. The Parties shall sign the Delivery Note upon delivery and acceptance of duly delivered Goods.

4.2 The Delivery Note shall contain (i) the Delivery Note number, (ii) identification of the Parties (business name, registered office, Company ID, registration with the respective Companies House), (iii) identification of the persons handing over and accepting the Goods for or on behalf of the Parties, (iv) identification of the Goods (name, item number/ nomenclature of the Customer and the Supplier, purchase document number (Purchase Order, delivery plan or cancellation), gross and net quantity, unit of measure, unit and total price, number and type of pallets), with items of one nomenclature to be listed only once in the Delivery Note in cumulative quantity with indication of that quantity, (v) evaluation of the test run carried out and the values measured, if any (vi) indication of defects and faults that are detectable on routine inspection should the Customer accept~~s~~ the Goods including defects, and (vii) signatures of the persons who attended the handover and acceptance of the Goods on behalf of the Parties.

4.3 Should the Goods be delivered from outside the European Union, the Supplier shall submit a declaration of origin of the Goods issued in accordance with the laws of the European Union with the respective Delivery Note.

4.4 Each delivery of Goods shall be proper, complete, timely and free from any defects. Acceptance of defective Goods shall not

relieve the Supplier of the obligation to remedy defects in the Goods at its expense.

4.5 The Supplier shall not be entitled to withhold Tools, Technical Documentation or Goods, irrespective of the reason for such withholding.

4.6 A Supplier from a country outside the European Union with which the European Union has a Free Trade Agreement or other agreement which allows duty exemption on import or preferential duty reduction on import of Goods by the Supplier to the Customer and which has the status of an approved exporter, shall deliver a Declaration of Origin in Slovak or English language to the Customer with the Goods, which shall contain (i) a reference to the relevant customs document, a list of the Goods to be imported, (ii) a statement that such Goods have preferential origin in the Supplier's country and (iii) other particulars required by law.

4.7 The Supplier shall comply with the packaging and labelling procedures for the Products supplied by the Customer set out in the Chropynska Slovakia a .s. Packaging Regulations, which form an annex to these General Purchase Terms.

4.8 Acceptance of Goods

The Parties shall execute a written acceptance report or delivery note (hereinafter referred to as the "Acceptance Document") on the acceptance of Goods by the Customer. The Acceptance Document signed by the representatives of both Parties shall be deemed to be evidence of the fulfilment of the subject matter of the Contract. The Supplier is obliged, at the latest upon acceptance of the Goods by the Customer, to hand over to the Customer the documents necessary for the acceptance and for the proper use of the Goods, the accompanying technical documentation as well as other documents stipulated in the Contract. The Supplier is obliged, at the latest upon acceptance of the Goods by the Customer, to present to the Customer a certificate of proof of conformity of the technical characteristics of the product with the relevant technical regulations or another document proving the conformity of the characteristics of the Goods with the requirements of generally binding or technical regulations (technical documentation, safety data sheets, etc.).

5 Price and payment terms

5.1 The Parties agree on the Price for the supplied Goods separately. The Price may only be changed by mutual written agreement of the Parties. Taxes shall be added to the Price in accordance with the relevant legislation. In the event that the relevant authorities call upon the Customer to pay Taxes, in particular Value Added Tax, which are otherwise payable by the Supplier, the Customer shall be entitled to reimbursement of the Taxes so paid, including any additional Taxes, from the Supplier.

5.2 The Supplier is entitled to issue an invoice with the Price only for Goods delivered in due and timely manner. The invoice must contain (i) all the elements of a tax and accounting document according to the relevant legislation of the Ordering Party's country and also of the Supplier's country, if the Supplier is not a Slovak entity, (ii) designation of the Goods (name, item number/ nomenclature of the Ordering Party and the Supplier, purchase document number (Purchase Order, delivery plan or cancellation), gross and net quantity, unit of measure, unit and total price, number and type of pallets, and the correct Common Customs Tariff code number of the Goods), with items ~~with~~ of one nomenclature to be listed only once on the Delivery Note in cumulative quantity with ~~a~~ quantity designation; and (iii) complete and correct bank details including bank's name, account number including IBAN and bank's SWIFT code, otherwise the Customer shall not be liable for any delay in payment of the Price, nor for any loss or damage caused by failure to pay the Price or any delay in payment relating to incomplete details under this clause.

Each invoice must be accompanied by a proof of receipt of the goods by the Customer and the relevant transport documents and, should the goods be imported from third countries (i.e., from countries which are not Member States of the European Union), a customs declaration for the release of Goods. Where goods are delivered from European Union countries and from a third country, the invoice must be accompanied by the relevant transport document. Payment of the final invoice shall be subject to delivery of the technical documentation, specifications and certificates of the tests carried out and the materials used and other documents, if so required in the text of the final invoice.

Invoices in electronic form shall be mailed to invoice@chropynska.sk.

In the event that an Invoice is not properly issued in accordance with the Laws and/or the GPT, or any data or information required by the Laws or the GPT is missing, the Customer shall be entitled to return the Invoice for the Supplier to redo it. The time limit for payment shall not run until the new, duly issued Invoice is received and shall only start again at the time the duly issued Invoice is received.

5.3 The price must be invoiced in Euros. If the Price is agreed in another currency, the exchange rate of the European Central Bank applicable on the date of the Order placement by the Customer to the Supplier shall be used to convert the Price from the other currency into the Euro currency.

5.4. The due date for payment shall be as agreed in the Contract. If not agreed in the Contract, the due date shall be agreed as follows: (i) in the case of proper delivery of the Goods, the due date shall be the sixtieth day following the receipt of the Invoice. The Supplier shall deliver the Invoice to the Customer at least sixty (60) days before the due date, otherwise the due date shall be extended by the period of delay with the Invoice delivery.

5.5 The price is payable by a wire transfer crediting the Supplier's account. The Price shall be deemed 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 borne by each Party as charged by the Party's respective bank.

5.6 The Customer shall be entitled to unilaterally amend the Prices on the 1st day of January each year, taking into account the following factors: (i) the annual inflation rate for the previous calendar year in the territory of the Customer's country or the European Union (the highest inflation rate shall be used), (ii) changes in energy prices on the world markets, (iii) changes in prices of input materials on the world markets, (iv) changes in the law that trigger an increase in costs and prices, e.g., tax regulations, labor regulations, regulations governing social security, etc., (v) a well-documented and compelling opportunity to obtain better pricing from the Supplier's competitors, such competitive pricing shall not be in violation of competition and other laws and shall not be lower than the cost of production of such competitor (predatory pricing).

5.7 Amendments pursuant to Clause 5.6 shall be made during the first six (6) months of the applicable year and shall be effective as of the 1st day of January of such year. The Parties shall issue and serve upon each other any relevant credit notes or debit notes without undue delay following the Price amendment in reflection of the same.

5.8 The Supplier shall be entitled to request the Customer to open negotiations for Price adjustments outside clause 5.6 in the event that the price of input materials on the world markets changes by more than 5%. The Supplier shall be obliged to credibly demonstrate this change to the Customer.

5.9 The Supplier shall, at the request of the Customer, provide and demonstrate to the Customer a credit limit for financial coverage of deliveries in an amount that allows for continuous ordering and deliveries while meeting the agreed due date.

5.10 The Customer shall not be obliged to pay advance payments or pro forma invoices to the Supplier unless expressly agreed by both Parties.

5.11 The Customer shall be 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 have been properly and completely delivered free from any defects. The Customer shall notify the Supplier of the withholding of payment, whereby notification by email or facsimile shall be sufficient. The due date for payment of the Price shall be automatically extended by the period of withholding of payment of the Price pursuant to this clause.

The Customer's bank charges shall be borne by the Customer and the Supplier's bank charges shall be borne by the Supplier. In the event of a breach of a term of the Contract relating to payment, all bank charges shall be borne by the party causing the breach.

5.12 Pursuant to Section 525(2) CC, the Supplier shall not be entitled to assign any claims arising from the Contract, the GPT or any legal relationship established by the Contract and/or the GPT, or from any relationship directly or indirectly connected with the Contract and/or the GPT, which it has against the Customer to any third party.

5.13 The Supplier shall not be entitled to set off claims it has against the Customer against claims the Customer has against the Supplier. The Supplier shall only be entitled to set off such claims under a written agreement with the Customer.

5.14 The Supplier shall participate in the mutual reconciliation of receivables and payables between the Parties.

5.15 The Supplier shall not be entitled to create a lien or any other right in favor of any third party in respect of claims it has against the Customer arising from the Contract, the GPT or any legal relationship established by the Contract and/or the GPT, or from any relationship directly or indirectly connected with the Contract and/or the GPT.

5.16 The Supplier's bank account specified in the Invoice shall be identical to the bank account agreed in the Purchase Order. In the event that the Supplier specifies an incorrect bank account or a bank account that is different in the Order than in the Invoice, the Customer shall not be liable for any damage that may arise as a result of the payment made to the account deemed incorrect.

6 Remediation of defects of the Goods and warranty conditions

6.1 Acceptance of Goods with defects does not relieve the Supplier of the obligation to remedy defects in the Goods at its own expense. The Customer shall notify the Supplier of any defects detected in the Goods within sixty (60) days of their discovery, provided that notification under this sentence may also be made by e-mail or fax.

6.2 The warranty period for the Goods shall be twenty-four (24) months from the proper and complete delivery of the Goods free from defects unless the Parties have agreed to a shorter or longer warranty period. In the event that the Goods are spare parts for products that are no longer mass produced, the warranty period shall be extended by the intended storage period of such products as specified by their manufacturer (in particular in the case of motor vehicles).

6.3 Delivery of Goods with defects and/or delivery of Goods which are not proper or complete shall constitute a material breach of the Contract. The Customer shall be entitled to (i) require the Supplier to remedy the defects by supplying replacement Goods for the defective Goods, to supply the defective Goods and to require the remedy of legal defects, or (ii) require the remedy of the defects by repairing the Goods if the defects are repairable, or (iii) return the Goods or any part thereof to the Supplier, with the Supplier bearing the cost of return and the risk of loss, or (iv) require a reasonable discount from the Price, or (v) cancel the Contract or the relevant Purchase Order. The Supplier shall arrange for the defects to be rectified and the related work to be carried out at its expense by a third party appointed by the Customer or the Customer's customer.

6.4 The Customer shall have no claim under the warranty if the defects arise from the use of the Goods contrary to the operating, maintenance or installation instructions provided by the Supplier to the Customer or from natural wear and tear. The Customer shall not be entitled to warranty claims also if the defects arise as a result of the use of inappropriate instructions of the Customer, the Technical Documentation or the Tools and the Supplier has warned the Customer in writing of their inappropriateness in advance of 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 such written warning.

6.5 The assertion of warranty claims, the rectification of defects in the Goods and the performance of related work (sorting, scrapping, repairs, deviation processing, return of Goods, etc.) shall always be at the Supplier's expense and risk.

6.6 The Supplier shall resolve the complaint within fourteen (14) working days, including the issuance of a credit note or other quality management system documentation. If the Supplier fails to send a credit note within a reasonable period of time, the Customer shall settle the difference by a corrective accounting document issued in its own name or in the name and on behalf of and against the account of the Supplier. Settlement under this clause shall not relieve the Supplier of liability for damages and costs associated with the rectification of defects in the Goods.

6.7 The Supplier shall execute a written statement of warranty for the Customer which shall contain at least the above warranty terms and shall not constrain the above warranty terms in any way. Failure to issue a statement of warranty that is inconsistent with the Contract and the GPT shall not affect the warranty terms and conditions set out in these GPT.

7 Technical Background and Tools

7.1 Technical Documentation shall remain the property of the Customer and the Supplier shall be entitled to use it exclusively for the manufacture and supply of ~~the~~ Goods for the Customer only. The Supplier shall promptly return such Technical Documentation to the Customer upon termination of the Contract. The Supplier shall not be entitled to assign or transfer in any way any right in the Technical Documentation to any third party.

7.2 The Supplier shall only manufacture the Goods using the Tools if they have been provided to it by the Customer or have been produced on the basis of the Technical Specifications. Without

a prior written consent of the Customer, the Supplier shall not use the Tools to manufacture the Goods or provide any services to any third party.

7.3 Where the Tools are made at the Customer's expense, the Customer shall be the owner of the Tools.

7.4 The Supplier shall not be entitled to assign or transfer in any way any right in the Tools or to create any lien or any right in favor of third parties in respect of the Tools, including security rights, otherwise the Supplier shall be liable to the Customer for any damage suffered by the Customer as a direct or indirect result of a breach of this prohibition.

7.5 In the event that the Tools are made at the Supplier's expense, the Customer shall have a right of first refusal in respect of the Tools, provided that the purchase price for the Tools shall not be higher than the cost of manufacture. The Supplier shall not be entitled to assign or transfer in any way any right in the Tools or to create a lien or any right in favor of third parties in respect of the Tools, including security rights, without the prior written consent of the Customer, otherwise the Supplier shall be liable to the Customer for any damage suffered by the Customer as a result of a breach of this prohibition.

7.6 The Supplier shall visibly mark the Tools belonging to the Customer and the Technical Documentation as the property of the Customer, indicating the business name and registered office of the Customer and expressly stating that it is the property of the Customer.

7.7 The Supplier shall, at the Customer's request, allow the Customer to inspect the Technical Documentation and the Tools. Such inspection may only be carried out on working days between 08:00 a.m. and 4:00 p.m. The Supplier shall notify the Customer in writing of any relocation of the Technical Documentation and the Tools to another plant of the Supplier, and any change in the rights to the Tools, including the creation of liens, other rights in favor of third parties or retention of the Tools.

7.8 The Supplier shall maintain and repair the Tools at its own expense.

8 Intellectual and industrial property rights

8.1 By providing the Technical Documentation and the Tools to the Supplier, the Customer grants the Supplier a limited, non-exclusive license to use the intellectual and industrial property rights associated with the Technical Documentation and the Tools. The use of this license is limited exclusively to the manufacture of Goods for the Customer. The license shall last for the term of the Contract and shall terminate therewith. The Supplier shall not be 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 which occurs in connection with the manufacture of the Goods or in connection with the Contract. The Supplier shall be responsible for ensuring that the Goods supplied to the Customer do not infringe any intellectual or industrial property rights of third parties in whole or in any part. The Supplier shall not be liable for infringement of such rights only if such rights are infringed by the Customer's provision of the Technical Documentation and the Tools and the Supplier could not, even with the exercise of reasonable care, have known of such infringement.

8.3 The Supplier shall inform the Customer in writing of its own intellectual and industrial property rights and all intellectual and industrial property rights of third parties to which the Supplier is entitled under a sub-license and which it has used for the manufacture of the Goods. The licenses and sub-licenses used must permit the Goods to be exported to all countries to which the Customer supplies the Goods or the products for the manufacture of which the Goods are used. The Supplier indemnifies the Customer and the Customer's customers against any claims for the use of these intellectual and industrial property rights.

8.4 The Parties shall promptly inform each other of any claims by any third parties relating to intellectual and industrial property rights and shall cooperate with each other to resolve the situation.

8.4.3 Information for External Providers

The organization shall ensure the adequacy of requirements prior to their communication to the external provider.

The organization shall communicate to external providers its requirements for:

a) the processes, products, and services to be provided, including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);

b) the approval of:
- products and services;
- methods, processes, or equipment;
- the release of products and services;

c) competence, including any required qualification of persons;

d) the external providers' interactions with the organization;

e) the control and monitoring of external providers' performance to be applied by the organization;

f) verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;

g) design and development control;

h) special requirements, critical items, or key characteristics;

i) test, inspection, and verification (including production process verification);

j) the use of statistical techniques for product acceptance and related instructions for acceptance by the organization;

k) the need to:
- implement a quality management system;
- use customer-designated or approved external providers, including process sources (e.g., special processes);
- notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
- prevent the use of counterfeit parts (see 8.1.4);
- notify the organization of changes to processes, products, or services, including changes to their external providers or manufacturing location, and obtain the organization's approval;
- flow down applicable requirements to external providers, including customer requirements;
- provide test specimens for design approval, inspection/verification, investigation, or auditing;
- retain documented information, including retention periods and disposition requirements;

l) the right of access by the organization, its customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;

m) ensuring that persons are aware of:
- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behavior.

8.5 The Supplier shall not be entitled to register any intellectual and industrial property rights belonging to the Customer, including rights which have arisen in connection with the Customer's Order for development or in the course of consultations with experts, collaborators or employees of the Customer. In the event that the Supplier acquires such rights in contravention of the preceding sentence, it shall immediately transfer them to the Customer.

9 Confidentiality and Protection of Confidential Information

9.1 The entire content of the Contract is confidential. The Parties shall keep the Confidential Information unconditionally confidential.

9.2 The obligation of confidentiality of Confidential Information applies to any third party.

9.3 ~~The~~ Disclosure of Confidential Information to public authorities pursuant to the relevant legislation shall not be deemed ~~to be~~ a breach of the obligation of confidentiality with respect to Confidential Information, provided that the Confidential Information is disclosed to ~~the~~ public authorities in accordance with the law. The Party disclosing Confidential Information to a public authority shall promptly notify the other Party in writing and shall cooperate closely with the other Party to ensure that the confidentiality of such Confidential Information continues to be protected.

9.4 In the event that the Parties enter into a separate agreement to protect Confidential Information, such agreement shall prevail over the provisions of this Article of the TSA if such agreement provides broader protection to the Confidential Information

10 Liability

10.1 The Supplier shall be fully liable for any damage~~s~~, including actual damage~~s~~, lost profit~~s~~ and other directly or indirectly related damage~~s~~, in consequence of a breach of any of its obligations under the Contract, the GPT, legislation or other rules binding on the Parties.

10.2 The Parties shall not be liable for damage~~s~~ unless the damage is caused by (i) Force Majeure and the affected Party has given the injured Party written notice of the anticipated Force Majeure well in advance of the Force Majeure or promptly after the Force Majeure, unless the Force Majeure could not be attributed to the affected Party, the Force Majeure event could not have been communicated to the injured Party in advance, or (ii) the damage is caused by the injured Party's breach of the injured Party's obligations under the Contract, the GPT, laws or other rules binding on the Parties, to the extent that such breach by the injured Party contributed to the damage.

10.3 In the event that a third party makes a claim against the Customer for damage arising from a direct or indirect breach of any of the Supplier's obligations under the Contract, the GPT, legislation or other rules binding on the Parties, the Supplier shall indemnify and hold the Customer harmless from any damages awarded to the third party by a final and enforceable

decision of a court or other competent public authority. The parties mutually undertake to cooperate with each other in resolving such ~~a~~ situation. The force majeure provisions shall only apply in this case 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 damage incurred by the Customer in the event of legitimate preventive measures taken by the Customer or the Customer's customer (in particular recall events).

10.5 The Supplier's obligation to indemnify the Customer to the extent applicable shall be excluded if the Customer has effectively limited its liability to its customer.

10.6 If the Supplier breaches its legal obligations arising from Act no. 351/2015 Statutes on cross-border cooperation by deploying its workers to do work under the framework of provision of services, as amended (hereinafter referred to as the "Cross-Border Cooperation Act") and/or obligations under Directive 2014/67/EU of the European Parliament and of the Council on the enforcement of Directive 96//EC concerning deployment workers under the framework of provision of services and the amending EU Regulation no. 1024/2012 on administrative cooperation through the Internal Market Information System (the "Workers Deployment Directive") and/or other related or analogous legislation, or contractual obligations under the Contract or the SGEI and in direct or indirect connection with any of these breaches a claim shall be made against the Customer by any person, body or authority, the Supplier shall indemnify the Customer against any penalties, damage, compensation, measures or any other claims of a financial, pecuniary or any other nature whatsoever, the Supplier shall indemnify the Customer against the relevant damage incurred by the Customer on that account. The Customer shall also be entitled to claim such damage~~s~~ against the Supplier as a precautionary measure and the Supplier shall be obliged to compensate for the said damage even before the Customer has satisfied the said sanctions, compensation, indemnities, measures or claims with respect to the relevant person, body or authority.

10.7 The Supplier shall pay to the Customer the compensation and indemnities under this clause within fourteen (14) days of receipt of the respective request for payment. The payment request may be in the form of an invoice. The Customer shall be entitled to set off refunds and compensation against other claims of the Supplier against the Customer without sending a prior request for payment.

10.8 Audit

If the Supplier declares that it has implemented a quality, environmental or safety management system (certified or non-certified), the Supplier is obliged, upon the Customer's request, to allow the Customer's authorized employees to carry out an audit at the Supplier's workplaces aimed at verifying compliance with this system. For the purpose of verifying the economic performance during Order execution, the Supplier shall, at the request of the Customer, at any time submit to the Customer accounting statements (financial statements, statement of assets and liabilities, statement of income and expenditure). The Customer undertakes to treat the accounting documents as confidential information and not to disclose them to third parties without the express consent of the Supplier. In the event that the Supplier is found to be deficient in the areas of quality, environment and occupational safety, the Customer shall be entitled to grant the Supplier a reasonable period of time to remedy the deficiencies found, with an option of a follow-up audit.

11 Sanctions

11.1 If the Supplier is late with the proper and complete delivery of the Goods, it shall be obliged to pay to the Customer a penalty of 0.1% of the Price for each commenced day of delay. This penalty is without prejudice to the Customer's right to compensation.

11.2 If the Customer becomes liable to pay Taxes on behalf of the Supplier, the Customer shall be, at the same time, ~~be~~ entitled to a contractual penalty payable by the Supplier worth 0.2% of the amount corresponding to the Taxes, including their accessories, for each day from the time the Taxes are paid by the Customer to the competent authority until the Supplier has paid the compensation for the Taxes to the Customer. This is without prejudice to the Customer's right to compensation.

11.3 If the Customer is late with the payment of the Price, the Supplier shall be entitled to demand from the Customer a late payment interest worth 0.05% of the Price for each commenced week of delay.

11.4 The Supplier shall pay the following contractual penalties to the Customer in the event of non-compliance with the following obligations, without prejudice to the Customer's right to damages:

- EUR 100 for issuing a claim,
- EUR 150 for failure to meet the sampling deadline,
- **EUR 150 for organizing the sorting of the defective** delivery,
- EUR 150 for non-compliance with packaging regulations,
- EUR 300 for threat to the Customer's production continuity due to late delivery,
- 150 EUR for failure to deliver the 8D/complaint report within 14 calendar days of the request,
- EUR 150 for each incorrect, incomplete or missing entry or document in the Invoice, Delivery Note or other accompanying documents.

11.5 If the Supplier violates the prohibition to establish a lien or other rights in favor of third parties on its receivables from the Customer pursuant to clause 5.15 of these GPT, it shall pay the Customer a contractual penalty in the amount of 25% of the value of each receivable pledged in violation of clause 5.15 of the GPT.

11.6 Neither the Supplier ~~for~~ itself nor any other third party, including persons related to the Customer, shall be entitled (i) to make any direct or indirect recruitment of the Customer's employees, other Customer's employees or the Customer's contractors, (ii) offer the Customer's employees, other employees of the Customer or the Customer's contractors jobs, including managerial or directorship positions or positions as statutory representatives or proxies, or offer them the same or similar positions with any third persons, or (iii) in any way persuade the Customer's employees, other Customer's employees or the Customer's contractors to terminate their employment or contract with the Customer and/or in any way persuade them to go to work for the Supplier or any third party. The Supplier shall not (iv) enter into an employment or a relationship similar to employment or legal relationship with any of the Customer's employees, any other employee of the Customer or any of the Customer's contractors.

11.7 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 to the Customer a contractual penalty of EUR 10,000 for each such breach.

The Supplier shall pay to the Customer the penalties under this Clause within fourteen (14) days of receipt of the respective request for payment. The request for payment may take the form of an invoice. The Customer shall be entitled to set off the penalties against other claims of the Supplier against the Customer without sending a prior request for payment.

11.8 The Supplier declares that the work or service it provides to the Customer is provided exclusively by natural persons legally employed by it.

Therefore, notwithstanding any other provisions of the GPT or any other document governing the contractual relationship between the Supplier and the Customer, the Parties agree that in the event that the Customer is liable to pay to an administrative authority on the grounds of (i) inaccuracy or falsity of the declaration of legal employment of a natural person (ii) a breach of any obligation under this Contract (the GPT or the other document governing the contractual relationship between the Supplier and the Customer) a fine, penalty or other consideration, the Supplier shall pay that amount to the Customer as a contractual penalty for misrepresentation in the Supplier's declaration or breach of the Supplier's obligation. The contractual penalty shall be due within 15 days of the date of receipt of a request for payment made by the Customer.

The Parties agree that the falsity or incorrectness of any of the Supplier's statements in this clause above or the Supplier's breach of the provisions of this Contract (GPT or any other document governing the contractual relationship between the Supplier and the Customer) shall give the Customer the right to withdraw from the Contract. The Parties also agree that in such case the Customer shall be entitled to compensation for damage.

As the party making a representation within the meaning of § 725 et seq. the Commercial Code, the Supplier undertakes to indemnify the Customer as the party that is represented to against any damage incurred by the Customer as a result of the imposition of any sanction by an administrative authority, in particular as a result of a sanction for the fact that the work or service supplied by the Supplier to the Customer has been provided by a natural person whom the Supplier has employed illegally.

12 Service of Documents

12.1 Any documents delivered under the Contract and/or the GPT shall be delivered by a courier or registered mail and shall be deemed delivered on the third day of mailing to the last known address.

12.2 Orders, Technical Documentation and Technical Specifications may also be delivered by regular mail, electronic mail, facsimile or other electronic systems used by the Parties.

12.3 The Supplier shall send the Customer a delivery notice immediately after shipping off the Goods. Delivery notes must be supplied with the Goods. The delivery note shall be deemed delivered on the date it is signed by the Customer and the Goods are delivered to the Customer. The Customer is not obliged to send confirmed delivery notes to the Supplier, the Supplier shall oblige the carrier to do so.

13 Governing law and jurisdiction of the courts

13.1 The GPT, the Contract and any legal relations relating thereto shall be governed in their entirety by Slovak law. The Contract is concluded in accordance with the GPT and shall be governed in its entirety by its provisions.

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

13.3 Pursuant to the provisions of Section 37*e* CISG and Article 23, paragraph 1(b) of the CRJ, jurisdiction to resolve disputes arising out of the CISG, the Contract and/or out of relationships directly or indirectly related thereto, their contents and/or their subject matter shall belong exclusively to the Slovak courts.

13.4 The court with local jurisdiction to resolve disputes under the preceding paragraph shall be the court with material jurisdiction in the district of which the Customer has its registered office at the time of bringing the action.

14 Change to the GPT, variation of the Contract and termination of the Contract and production of the Goods

14.1 The Customer is entitled to unilaterally change the GPT. The Customer shall inform the Suppliers of changes to the GPT and their effective date in an appropriate manner via its website and through the links in the Orders. The current version of the GPT shall be available for inspection at the Customer's registered office and on the Customer's website.

14.2 The Contract may only be amended when the Parties have mutually agreed on its written amendment signed by both the Customer and the Supplier. This provision does not apply to amendments to the GPT pursuant to clause 14.1 of the GPT.

14.3 The Contract may be terminated only (i) by mutual written agreement of both Parties signed by the Parties' statutory representatives, or (ii) by withdrawal in accordance with the GPT, or (iii) by termination in accordance with the GPT, 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) for reasons under the CPL and other legislation, or (ii) if the Supplier fails to deliver the Goods to the Customer in a proper and timely manner, or (iii) if the Supplier breaches its other obligations and liabilities under the Contract, the GPT and/or the Law, or (iv) if the Customer's customer to whom the Customer, as Supplier, supplies the Goods in any other form, terminates or intends to terminate its relationship with the Customer, or (v) for any other reasons set out in the Contract or the GPT.

14.5 The Supplier shall be entitled to terminate the Contract if (i) the Customer fails to pay the agreed Price to the Supplier even within a reasonable grace period specified in a written request for payment served by the Supplier on the Customer, which shall not be less than thirty (30) working days following the Supplier's service of the written request for payment on the Customer, or (ii) the Customer does not agree to the changes to the GPT pursuant to clause 14. 1, whereupon the Supplier shall only be entitled to withdraw from the Contract for that reason within thirty (30) days of receipt of such changes to the GPT, or (iii) for any other reason set out in the Contract or the GPT.

14.6 A Party shall be entitled to withdraw from the Contract

- (i) if the other Party becomes bankrupt, excessively leveraged or insolvent; or (ii) if a petition for bankruptcy, reorganization or restructuring is filed against the other Party or any insolvency proceeding is commenced under the laws of the other Party's jurisdiction; or (iii) if the other Party's assets have been declared bankrupt, (iv) if a petition for the declaration of bankruptcy, for approval of reorganization or restructuring, or for the commencement of any insolvency proceedings under the law of the State of the other Party has been dismissed for lack of assets of the other Party,

- (i) if the other Party has been dissolved and entered into liquidation; or (ii) if the other Party has ceased to be authorized to carry on business; or (iii) if the other Party has been deprived of its legal capacity or has had its legal capacity restricted,

-the other Party has ceased its business activities or is not carrying on business.

14.7 The Customer shall be entitled to terminate the Contract for any reason or no reason. The notice period shall be three (3) months and shall commence on the first day of the calendar month immediately following the month in which the notice of termination is delivered to the Supplier.

14.8 Withdrawal from the Contract and termination of the Contract must be executed in writing, signed by the Parties' statutory representatives and served on the other Party personally, by courier or by registered mail. The Contract shall terminate upon service of the withdrawal to the other Party or upon expiry of the notice period. Termination of the Contract shall not affect the provisions on the governing law, jurisdiction, liability for damages and penalties.

14.9 On the date of withdrawal from the Contract or expiry of the notice period, the Supplier shall immediately cease production of the Goods and ordering of any input materials and other inputs. Any Orders which have not been delivered and processed by the Supplier on the date of service of the cancellation or expiry of the notice period shall be deemed cancelled at the time of termination of the Contract. Withdrawal from the Contract shall not affect obligations already performed under the Contract and section 351(2) of the Civil Code shall not apply.

The Customer shall not be liable to the Supplier for any stocks of input materials or other inputs or work in progress at the date of withdrawal from the Contract or expiry of the notice period, and such stocks of input materials, other inputs and work in progress shall be at the Supplier's expense, unless otherwise agreed in writing by the Parties.

15 Final provisions

15.1 Sustainable Development, Social Responsibility of the Supplier and Quality Assurance of Supply: the Supplier undertakes to conduct any of its activities in accordance with internationally recognized standards relating to social responsibility, sustainable development and quality management systems. The Supplier shall demonstrate compliance with the requirement under this Clause above to the satisfaction of the Customer either (i) by a certificate ISO 9001, ISO 26000, ISO 50001 and ISO 14001 (the "Certificates") or (ii) in another manner satisfactory to the Customer in the extent appropriate under the Certificates. The Customer shall be entitled to require the Supplier to demonstrate compliance with the obligation under this Clause 15.1 of the SSSC and to verify such compliance directly with the Supplier. In the event that the Customer identifies a breach on the part of the Supplier of the obligation under this Clause 15.1 of the GPT, the Customer shall give the Supplier a period of time to remedy the breach, by the expiry of which the Supplier shall be obliged to comply with the conditions under this Clause above. In the event that the Supplier fails to comply with the conditions under this Clause 15.1 of the GPT even after the expiry of the time limit under the preceding sentence, this shall be deemed to constitute a material breach of Contract on the part of the Supplier. The Supplier also undertakes to comply with the Customer's Code of Conduct, which constitutes an annex to the GPT. A breach of the obligation under the preceding sentence shall be considered a material breach of Contract by the Supplier.

The Supplier undertakes to comply with the principles of sustainability and to respect the principles of fundamental human rights. The Supplier undertakes to comply with the Employer's sustainability requirements and human rights principles as set out in the Employer's Code of Conduct and available at www.chropynska.sk.

15.2 Any reference to other terms and conditions of sale, purchase, delivery or any other terms and conditions on the Supplier's documents, including Invoices and Letters of Delivery, shall be ineffective and shall not bind the Customer, regardless of whether such document is signed by the Customer.

The Supplier undertakes not to make any reference to its documents relating to the Contract and the contractual relationship with the Customer, including Invoices and Delivery Notes, to any terms and conditions of sale, purchase, delivery or any other terms and conditions other than these GPT.

15.3 The order of priority of each document under these GPT is as follows:

- Contract and its annexes
- General Quality Terms and Conditions of the CHR SK
- Complaints Procedure
- GPT.

15.4 In the event that any provision of the GPT becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity and effectiveness of the remaining provisions.

15.5 In the event that these GPT are translated into other languages, the Slovak version, which is the original version, shall be the applicable language version.

15.6 This version of the GPT is effective as of the 1st day of January, 2023.

Annexes available at www.chropynska.sk.

- Packing regulation Chropynska Slovakia a. s.
- Code of Conduct
- General Conditions Quality Conditions of Supplier
- Complaints Procedure