

General Terms and Conditions

1. Introductory Provisions

- 1.1. In accordance with Section 273 of the Commercial Code, these General Terms and Conditions (GTC) are contractual terms and conditions and determine part of the contents of the Supply Contract concluded between the company EVPÚ a.s., with its registered office at Trenčianska 19, Nová Dubnica 018 51, company reg. No. (IČO): 31 562 507, entered in the Business Register of the District Court of Trenčín, Section: Sa, Insert No.: 197/R, as the Customer and the third party as the Supplier. These GTC shall apply if a separate written contract of sale is not concluded between the Parties. These General Terms and Conditions form an integral part of the Supply Contract and shall be binding on the Parties regardless of whether they are signed by them.
- 1.2. These GTC shall become valid on 28.09.2022. EVPÚ reserves the right to change these GTC, about which it shall inform the Suppliers in an appropriate way, especially on its website and/or in another way. The currently valid version of the GTC is available on the EVPÚ website www.evpu.sk. By confirming the acceptance of the Order, the Supplier will confirm that it has familiarized itself with these GTC and express its consent to the fact that the contractual relationships between EVPÚ and the Supplier, which arise on the basis of the Order or are directly or indirectly related to it, shall be governed by these GTC.
- 1.3. All references to other business, purchase, supply or other conditions stipulated in the Supplier's documents shall be considered null and void and shall not bind EVPÚ, regardless of whether EVPÚ has signed them. Any provisions of the Order and/or other contractual documentation of the Supplier that limit or exclude the application of these GTC shall be considered null and void, regardless of whether EVPÚ has signed them.
- 1.4. Should any of the provisions of these GTC be declared ineffective, invalid or unenforceable by a court or competent state administration body for any reason, or lose its effectiveness, validity and/or cease to be enforceable for any other reason, it shall be without prejudice to the validity of the other provisions of these GTC as well as of these GTC as a whole.

2. Definitions

- 2.1. **Customer or EVPÚ** shall mean the company EVPÚ a.s., with its registered office at Trenčianska 19, Nová Dubnica 018 51, company reg. No. (IČO): 31 562 507, entered in the Business Register of the District Court of Trenčín, Section: Sa, Insert No.: 197/R.
- 2.2. **Supplier** shall mean any legal entity, natural person, entrepreneur or other entity from whom EVPÚ ordered the Goods based on the Order and concluded the Supply Contract.
- 2.3. **Parties** shall mean EVPÚ and the Supplier, who are parties to the contractual relationship established by the Supply Contract.
- 2.4. **Goods** shall mean any finished product, semi-finished product or other tangible item, the delivery of which was ordered by EVPÚ from the Supplier based on the Order.
- 2.5. **Supply Contract** shall mean the contract governing the contractual relationship between EVPÚ and the Supplier, the subject matter of which is the delivery of the Goods by the Supplier to EVPÚ in the form of the Order confirmed by the Supplier. All annexes, delivery notes and other documents that relate to or are connected with the subject matter of the Supply Contract shall form an integral part of the Supply Contract. For the avoidance of any doubt, deviating provisions of the Supply Contract shall take precedence over these GTC, provided that they have been agreed in writing by both Parties on the same document containing the signatures of authorized representatives of the Parties. It shall be without prejudice to the provisions of para. 1.3 of the GTC.
- 2.6. **Order** shall mean a written order for the supply of the Goods delivered by EVPÚ to the Supplier, which contains, in particular, the number and date of issue of the Order, the identification of EVPÚ and the Supplier, the name, quantity and quality of the Goods, the date and place of delivery of the Goods, the Price of the Goods per piece and the total Price of the Goods.
- 2.7. **Price** shall mean the price for the supply of the Goods, which has been agreed between the Parties in the Supply Contract. The Price shall be stated exclusive of VAT. VAT shall be applied according to the relevant legal regulations effective on the day of delivery of the Goods. The Price shall include all costs directly and indirectly related to the delivery of the Goods to EVPÚ based on the Supply Contract.

- 2.8. **Invoice** shall mean an invoice issued by the Supplier to EVPÚ for the supply of the Goods, by which the Supplier invoiced EVPÚ the Price for the delivered Goods. The Invoice shall be a tax document and must contain all data according to the relevant legal regulations.
- 2.9. **GTC** shall mean these General Terms and Conditions.

3. Order and Conclusion of the Supply Contract

- 3.1. Orders may only be placed to the Supplier on behalf of EVPÚ by the statutory body or an authorized employee of EVPÚ. EVPÚ shall send orders to the Supplier in writing in the form of a paper document or via electronic communication to the address/e-mail address of the Supplier listed in the Supplier's offer or to other addresses known to EVPÚ. Orders issued in violation of this paragraph shall not be binding on EVPÚ and the Supplier shall not be entitled to compensation for any costs and/or expenses incurred by it in connection with the Order fulfilment. In the event that the Order does not include the Price on which EVPÚ has agreed with the Supplier, the price stated in the Order shall be considered a price quotation.
- 3.2. The Supplier shall confirm the acceptance of the Order to EVPÚ in writing without delay, at the latest within 7 days from the date of delivery of the Order. The Supplier shall confirm the acceptance of the Order to EVPÚ in the form of a paper document or electronic communication (e-mail) sent to the EVPÚ address/e-mail address indicated in the Order. Should the Supplier fail to confirm the acceptance of the Order to EVPÚ within the period and in the manner specified in this paragraph, the Order shall cease to be binding on EVPÚ and the Supplier shall not be entitled to compensation for any costs and/or expenses incurred by it in connection with the fulfilment of such Order.
- 3.3. In order to conclude the Supply Contract, it is required that the Supplier's confirmation of the Order acceptance be delivered to EVPÚ by the Supplier in the manner and within the period stipulated by para. 3.2 hereof, regardless of whether the Order was preceded by an offer from the Supplier.
- 3.4. Upon the conclusion of the Supply Contract, any previous oral and written agreements between the Parties regarding the Goods shall be considered

null and void unless referred to in the Supply Contract.

4. Price and Payment Conditions

- 4.1. The Price must be agreed according to Act No. 18/1996 on Prices, as amended.
- 4.2. EVPÚ undertakes to pay the Supplier the Price for the proper and timely delivery of the Goods based on the Invoice. The Supplier shall issue the Invoice to EVPÚ within 14 days from the date of proper delivery of the Goods to EVPÚ. The maturity of the Invoice shall be sixty 60 days from its issuance.
- 4.3. Unilateral change of the Price is not permissible, and any change of the Price shall be subject to the written consensus of the Parties.
- 4.4. The Price shall be considered paid by debiting it from the EVPÚ account and crediting it to the account specified in the Invoice.
- 4.5. Should the Invoice not contain all the essentials according to the applicable legal regulations or these GTC, EVPÚ shall be entitled to return the Invoice to the Supplier for correction. The new maturity period of the Invoice shall commence on the date of delivery of the corrected Invoice to EVPÚ.
- 4.6. Should EVPÚ be in delay in the payment of the Invoice, the Supplier shall be entitled to interest on late payment of 0.01% of the outstanding amount exclusive of VAT for each day of delay until it is paid in full.
- 4.7. The Supplier undertakes not to transfer, charge or in any way encumber its receivable from EVPÚ in favour of any third party without the prior written consent of EVPÚ. Should the Supplier fail to fulfil this obligation, EVPÚ shall be entitled to the contractual penalty in the amount of 50% of the thus transferred (encumbered) receivable.
- 4.8. The mutual receivables and payables of the Parties can be set off based on the written agreement of the Parties.

5. Delivery Conditions

- 5.1. The Supplier undertakes to deliver the Goods to EVPÚ in accordance with the Supply Contract and without any legal or other defects and outstanding works, not encumbered by any rights of third parties or rights established in favour of third parties, including pledges and other security rights.
- 5.2. The Goods, including their packaging, must meet all essentials required by Slovak and EU legal regulations in connection with their placement on the Slovak market and must be the exclusive property of the Supplier.

- 5.3. The Supplier is not entitled to deliver the goods to EVPÚ in parts and before the agreed delivery time, unless the Parties have agreed otherwise in writing. EVPÚ is not obliged to receive the Goods in parts and before the agreed delivery time, unless the Parties have agreed otherwise in writing. Receiving the Goods in parts by EVPÚ shall not relieve the Supplier from responsibility towards EVPÚ for improper performance of the Contract.
- 5.4. When delivering the Goods, the Supplier is obliged to properly secure them so that they are not destroyed, damaged or otherwise reduced in value and functionality.
- 5.5. Together with the delivery of the Goods, the Supplier is obliged to hand over to EVPÚ the accessories of the Goods, the delivery note, the warranty certificate, any relevant certificates, instructions for the use of the Goods and other documentation related to the Goods being necessary for the proper use and storage of the Goods and for handling them.
- 5.6. The Supplier undertakes to notify EVPÚ of any change in the date of delivery of the Goods. The fulfilment of the obligation according to the previous sentence shall not relieve the Supplier from responsibility for late delivery of the Goods.
- 5.7. EVPÚ shall be entitled to receive the Goods with defects. Upon receiving the Goods by EVPÚ according to the previous sentence, (i) the Supplier shall not be relieved from the obligation to remove defects in the Goods at its own expense within the time limits determined by EVPÚ, (ii) EVPÚ shall not waive any of its rights and claims arising from the Supply Contract and legal regulations, especially but not exclusively claims due to defects in the Goods, while these rights and claims of EVPÚ against the Supplier remain.
- 5.8. The risk of damage to the Goods and the ownership right to them shall pass to EVPÚ at the moment of their receiving from the Supplier.
- 5.9. EVPÚ shall be entitled to pay a contractual penalty of 0.05% of the Price exclusive of VAT for each started day of the Supplier's delay in:
- a) the delivery of the Goods according to the Supply Contract;
 - b) removing the defects in the Goods.
- 5.10. Violation of the Supplier's obligation to deliver the Goods in a proper and timely manner in accordance with the Supply Contract shall be considered a

fundamental breach of the Supply Contract.

6. Liability for Defects and Warranty Period

- 6.1. Should the Goods be delivered in violation of the Supply Contract, the Goods shall be considered defective. The Supplier shall be responsible for any defect in the Goods, including legal defects in the Goods.
- 6.2. The Supplier shall be responsible for the defects that (i) the Goods have at the time of receiving them by EVPÚ even if the defect becomes apparent only after this time, (ii) arise on the Goods after their receiving by EVPÚ provided that the defects have been caused by a breach of the Supplier's obligations, (iii) arise on the Goods during the warranty period.
- 6.3. The Supplier shall provide a warranty for the Goods for a period of 24 months from the date of delivery of the Goods to EVPÚ, unless otherwise agreed in writing. By providing the warranty for the Goods, the Supplier shall guarantee that, at the time of the Goods delivery to EVPÚ, they are in accordance with the Supply Contract. Liability for defects in the Goods shall be subject to the relevant provisions of the Commercial Code to the extent that they do not contradict and/or change the meaning of the provisions of these GTC and the Supply Contract. The limitation of liability mentioned in the previous sentence shall not apply to the mandatory provisions of the Commercial Code.
- 6.4. A new warranty period shall be set for parts of the Goods repaired/replaced during the warranty period, which must be the same as the warranty period originally provided by the Supplier and which shall commence on the day the defect is removed. The warranty period shall not run for the period during which EVPÚ cannot use the Goods due to the defects for which the Supplier is responsible.
- 6.5. EVPÚ reserves the right to carry out quality inspections of the Goods. Should EVPÚ request to carry out the quality inspection and sorting of the Goods at the Supplier's premises in the presence of a representative of EVPÚ, the Supplier shall notify EVPÚ of the date of such inspection well in advance.
- 6.6. The Parties have agreed that the provisions of Section 428 of the Commercial Code shall not apply. EVPÚ shall be entitled to make claims against the Supplier arising from any defect occurred in the Goods during the

- warranty period, regardless of when they arose and when they were discovered by EVPÚ. This period shall be considered complied with if EVPÚ sends a defect report to the Supplier on the last day of the warranty period.
- 6.7. The Notification of Defects in the Goods must be in writing and send in paper form or via electronic communication (e-mail) to the Supplier's address specified in the relevant communication between the Parties.
 - 6.8. In the Notification of Defects, EVPÚ shall state how the defect manifests itself and the required type of claim asserted on the basis of the defect. EVPÚ has the right to choose a claim arising from defects in the Goods. EVPÚ shall be entitled, regardless of the nature of the defect, to always demand (i) removal of the defect in the Goods by delivery of replacement Goods for the defective Goods and/or delivery of missing Goods (ii) removal of the defect in the Goods by repair of the defective Goods, (iii) provision of an adequate discount on the Price, (iv) elimination of legal defects in the Goods, (v) withdrawal from the Contract.
 - 6.9. The Supplier undertakes to remove any reported defect in the Goods within 30 days of its notification at the latest.
 - 6.10. Should the Supplier fail to remove the claimed defects in the Goods in a proper and timely manner or to declare that it will not fulfil this obligation, EVPÚ shall be entitled to (i) remove the defects in the Goods itself and/or through a third party at the Supplier's expense, (ii) withdraw from the Supply Contract in whole or in the part, which relates to the defective Goods.
 - 6.11. EVPÚ shall be entitled to charge the Supplier a lump sum compensation of 40.00 EUR for each complaint procedure. It shall be without prejudice to the right of EVPÚ to compensation for any other costs incurred by EVPÚ in connection with the defect in the Goods (mainly costs of diagnosing the defect, travel expenses, lost profit, etc.) as well as the right to compensation for any additional damage.
 - 6.12. Violation of the Supplier's obligation to remove the claimed defects in the Goods properly and on time shall be considered a fundamental breach of the Supply Contract.

7. Final Provisions

- 7.1. All requirements under the Supply Contract may be subject to quality verification by state administration bodies. The Supplier shall be notified of

all quality verification activities performed by state administration bodies.

- 7.2. The Supplier undertakes to enable EVPÚ to perform a supply audit in the premises of the Supplier and/or the audit of its subcontractors and to provide it with assistance.
- 7.3. The Supply Contract and all relationships resulting from and/or related to it shall be governed by the legal order of the Slovak Republic. The locally competent courts of the Slovak Republic shall have jurisdiction over any and all disputes between the Parties that cannot be resolved amicably.
- 7.4. The Supply Contract may be terminated:
 - 7.4.1. by agreement of the Parties,
 - 7.4.2. upon withdrawal from the Supply Contract in case of a fundamental breach by either Party.
- 7.5. A fundamental breach of the Supply Contract shall mean a breach so specified in these GTC as well as a breach of contractual obligation within the meaning of the provisions of Section 345 of the Commercial Code.
- 7.6. Failure to pay the Price agreed in the Supply Contract even within an additional period of not less than 30 days from the delivery of a written request for its payment shall be considered a fundamental breach of the Supply Contract, provided that the payment of the Price is not in dispute between the Parties.
- 7.7. Withdrawal must be made in writing and shall come into effect on the day it is delivered to the other Party to the address of its registered office entered in the companies register at the time of sending the notice of withdrawal from the Supply Contract.
- 7.8. Should the Supply Contract be terminated by agreement, the Parties undertake to settle their mutual payables and receivables within the period specified in the written agreement of the Parties on termination of the Supply Contract. Should the Supply Contract be terminated upon withdrawal of either of the Parties, the Contract shall be cancelled in its entirety, unless the withdrawing Party states otherwise in the notice of withdrawal from the Supply Contract and withdraws from the Supply Contract only in part, and the Parties shall be obliged to settle their mutual payables and receivables in accordance with the provisions of Section 351 of the Commercial Code within 30 calendar days.
- 7.9. Should either of the Parties find itself in a situation where it is threatened with

bankruptcy, restructuring, insolvency or other situation that would result in making it difficult or hindering or thwarting the fulfilment of obligations, payables and receivables arising from the Supply Contract towards the other Party, the Party threatened by the above-mentioned situation shall notify the other Party of the occurrence of such a situation without undue delay, however no later than 48 hours from the moment of the occurrence of the above-mentioned situation, and the other Party shall be entitled to withdraw from the Supply Contract. By withdrawing from the Supply Contract in accordance with this paragraph, the Party shall not be entitled to set a sanction in any form upon the withdrawing Party or claim compensation for damage against the withdrawing Party. Withdrawal of the Party from the Supply Contract shall not terminate the claims of the withdrawing Party for contractual penalties or compensation for damage against the other Party.

7.10. The Parties have agreed to maintain confidentiality of any data and information provided, except for information that is required to be disclosed by law.

7.11. The Parties have agreed that documents delivered by the Parties on the basis of and in connection with this Contract shall be considered delivered even if the other Party demonstrably refuses to receive them, or if the postal carrier returns the shipment as undeliverable or not collected within its storage period. In such case, the document shall be considered delivered:

7.11.1. at the moment of delivery of the postal carrier's notification that the shipment has been refused;

7.11.2. on the third day from the delivery of the postal carrier's notification about the undeliverability of the shipment;

7.11.3. on the third day from the delivery of the postal carrier's notification that the shipment was not collected within its storage period.

In, on.....

Company:

Signature of authorized person: