

General Terms and Conditions of Purchase

SLOVMAG, a.s. Lubeník

I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to all legal relations arising between **SLOVMAG, a.s. Lubeník**, with registered office at 049 18 Lubeník No.236, 31 686 184, registered in the Commercial Register of the District Court of Banská Bystrica, section Sa, insert no. 402/S as the **buyer/ordering party** (*hereinafter also referred to as the "buyer" in the relevant grammatical form*) and any of its business partners (natural or legal person) as the **seller/supplier** [(*hereinafter also referred to as the "seller" in the relevant grammatical form*), (*hereinafter also referred to as the "seller" in the relevant grammatical form*), (*hereinafter also referred to as the "seller" and the "buyer" together also referred to as the "parties" in the relevant grammatical form*)] in connection with the delivery of goods or services by the seller to the buyer.
2. By entering into any contractual relationship or by providing any performance, the subject of which is the delivery of goods or services to the Buyer, the Seller confirms that he has been duly acquainted with these GTC, has understood them, agrees with them, and accepts them in full. Any deviations from these GTC may only become valid and effective if confirmed in writing by the Buyer.
3. The GTC are published on the Buyer's website www.slovmag.sk.
4. These GTC are an integral part of any legal relationship arising between the Seller and the Buyer in connection with the delivery of goods or services to the Buyer within the meaning of the provisions of Section 273 et seq. of Act No. 513/1991 Coll., the Commercial Code, as amended (*hereinafter also referred to as the "Commercial Code" in the relevant grammatical form*).

II. Contract, order

1. A contract is a written expression of the will of the contracting parties, expressing the essential and other particulars of a contract of sale, a contract for work or a contract for the supply of services (*all hereinafter also referred to as a "contract of sale" in the appropriate grammatical form*).

The essential elements of the contract are the identification of the contracting parties, the definition of the subject of the contract so that it is defined in terms of type and quantity, the price of the subject of the contract (or, where applicable, the method of its determination).

Other details of the contract are in particular, but not exclusively: technical and quality parameters of the subject of the contract, the term of performance (delivery) of the subject of the contract, sanctions, guarantees, etc..

2. The contractual relationship may also arise on the basis of a written order of the Buyer, which must be confirmed in writing by the Seller without undue delay, but no later than five (5) working days from the date of its delivery to the Seller, without any reservations, additions, limitations, changes or deviations. The Seller understands that if any deviations expressed by it in the order confirmation are not confirmed in writing by the Buyer without undue delay, the Seller accepts the contents of the original order. The contractual relationship shall come into force and affect the date of delivery of the order confirmation to the Buyer.
3. In the event that the order is placed electronically, the Seller undertakes, in the event of acceptance, to confirm such order electronically to the e-mail address of the contact person specified in the order.
4. Exceptionally, a contractual relationship may also arise without a written contract or order on the basis of an oral agreement and actual performance, provided that the terms and conditions of the contractual relationship have been unquestionably agreed upon, provided that such a relationship is also fully subject to these GTC.
5. In the contract or order confirmation, the seller is obliged to warn the buyer of any risks or possible dangers of the environmental impact of the subject of the contract and any special handling, otherwise he is liable for any damages associated with it.

III. Performance of the subject of the contract

1. The Seller is obliged to perform the subject of the Contract properly, completely and on time, at the Buyer's place of business, unless otherwise agreed by the Parties. The Buyer is obliged to accept the duly performed subject of the contract without undue delay. The terms of delivery shall be governed by the rules of the International Chamber of Commerce INCOTERMS 2020.
2. The Seller is obliged to perform the subject of the contract at his own expense, on his own behalf, on his own responsibility and guarantees that the subject of the contract is free from any legal defects, is not encumbered by any rights of third parties that would in any way restrict the Buyer in the exercise of his property rights and the use of the subject of the contract.
3. Unless the packaging of the object of performance is specified by the Buyer, the Seller is obliged to package and transport it in such a way that it will not be damaged, can be transported safely, and can be managed in a manner appropriate to its nature.
4. With the object of performance, the seller is obliged to hand over to the buyer all documents relating to it, but in particular but not exclusively:
 - a delivery note, which must indicate in particular the name of the contract, the contracting parties, the object of performance with an indication of its quantity, the place of performance, the date of performance, the date of its acceptance by the

- buyer, the signatures of authorized persons, and, where appropriate, an indication of the returnable packaging supplied,
- certificates, operating manuals,
 - any other documents necessary for its use.
5. The Seller shall inform the Buyer of the date of acceptance no later than three (3) business days in advance.
 6. The Buyer shall have the right to withdraw from this contract in the event of a change in operating or business conditions on the part of the Buyer after the conclusion of the contract.
 7. The ownership right and liability for damage to the object of performance passes to the buyer at the moment of its handover to the buyer.

IV. Price, invoicing, payment terms

1. The price shall be negotiated by agreement of the contracting parties according to the agreed delivery terms.
2. The agreed price is always agreed as full and final, including all taxes and fees associated with it.
3. The price is charged by the Seller in accordance with applicable law. The Seller shall be entitled and obliged to issue an invoice upon proper completion of the delivery of the goods. The Seller is obliged to ensure that this invoice is issued and delivered no later than 15 days after this right and obligation arises. The invoice must contain all the particulars required by the legislation in force and the information on it must correspond substantially to the scope and content of the invoiced price.
4. In the case of a mutually agreed payment in advance, the Seller shall also be obliged to issue an invoice after receipt of such payment and no later than 10 days after receipt of such payment into its bank account. However, this invoice shall not be final, and the Seller shall also proceed in accordance with point 3 after the delivery of the goods has been fulfilled.
5. The Seller also agrees to send invoices electronically to the following e-mail address: fakturacie@intocast.sk.
6. The due date on the invoice shall be sixty (60) days from the date of delivery of the invoice to the Buyer, unless otherwise agreed. An invoice that does not contain all the details required by the legislation or the details do not correspond to the scope and content of the invoice price shall be returned to the Seller.
7. In the event that the Seller accepts liability for defects (Article V.), the Seller is obliged to immediately issue a corrective document (credit note) in accordance with the applicable

legislation. If the contract is breached in a material way upon delivery by the Seller, the Buyer shall have the right to return the invoice for such performance.

8. In the event of incomplete or defective performance, the Buyer shall be entitled to withhold payment in full or in proportion to the value of the incomplete or defective performance until the Seller has duly fulfilled the obligation.

V. Warranty period, quality, defects, and complaints

1. The Seller is obliged to deliver the performance to the Buyer in the agreed quantity, type and quality as agreed in the contract or order.

The Seller guarantees and is liable for the fact that each performance provided by it has the required quality and meets the required parameters at the time of its delivery and during the warranty period.

In the event that the Parties have not agreed on specific quality conditions, the delivered performance must meet such conditions as are foreseen for the given performance by the applicable legislation, otherwise the conditions that are customary for the given performance due to its nature and use.

The warranty period shall be twenty-four (24) months, unless otherwise agreed, and shall commence upon acceptance of performance by the Purchaser.

2. Upon receipt of the performance, the buyer is obliged to inspect it and as far as possible given the nature of the performance, to check its condition and quantity.
3. If the delivered performance does not comply with the agreed conditions, in particular in terms of quantity and quality (but not exclusively), it is defective.
The Buyer is obliged to notify (complain) to the Seller without undue delay after their discovery, usually within fifteen (15) days after their discovery.
4. The Seller is obliged to send the Buyer information on the method and date of its handling without undue delay, but no later than 15 days from the receipt of the complaint. The manner in which the complaint is dealt with must show the seller's desire to remedy the complaint as quickly and efficiently as possible.
5. If the Seller fails to remedy the defective performance without undue delay, the Seller shall be liable for any damage caused to the Buyer.

VI. Liability for damages, penalties

1. The Seller shall be liable to the Buyer for any damage caused to the Buyer by breach or neglect of its obligations under the Contract or the Purchase Order, these GTC or applicable law.

2. If the Buyer is in default regarding payment of the price, the Seller shall be entitled to demand from the Buyer the payment of default interest at the rate as provided for by the applicable law.
3. If the Seller is in delay with the delivery of the performance, including partial performance, the Buyer is entitled to demand from the Seller a contractual penalty in the amount of 0.05% of the total price of the performance for each day of delay until the proper delivery of the performance.
4. In the event of delay of the Seller in the performance of the subject of the contract for more than 30 days, the Buyer has the right to withdraw from the contract. In the event of withdrawal from the contract for the reason stated in this clause, the buyer has the right to demand from the seller a contractual penalty in the amount of the price of performance.

VII. Confidentiality of information

1. The parties are obliged to keep unconditionally confidential from any third party all information which they learn in the performance of their rights and obligations under the contractual relationship, which is marked or regarded as a trade secret, except for information known from public sources, even in the event of termination of the contractual relationship.
2. Neither Party shall disclose such confidential information to any other person. A Party shall promptly notify the other Party when it becomes aware of a breach of confidentiality by any person.

VIII. Higher Power

1. The Contracting Parties shall not be liable for any delay in the performance of their obligations if such delay is caused by circumstances excluding liability, which shall be deemed to be in particular: earthquake and other natural disasters and natural catastrophes, war, state of war, act of terrorism, the occurrence of which is beyond the control of the Contracting Parties. The Party invoking these circumstances shall notify the other Party in writing of the occurrence of these circumstances without undue delay and, if these circumstances persist without interruption for more than three (3) months, the other Party shall be entitled to withdraw from the Purchase Contract.

IX. Privacy Policy

1. The buyer expressly agrees to the processing of his personal data in accordance with the provisions of Act No. 18/2018 Coll. on the protection of personal data, as amended, for the purposes of the seller. The Seller acts in accordance with the law and the information provided by the Buyer will be used only for the purpose of contract performance. By

concluding the purchase contract, the buyer agrees to the processing of personal data. This consent is given for an indefinite period of time.

2. Exceptions are carriers designated by the buyer to transport the goods and to whom the buyer's personal data is transferred to the minimum extent necessary for the smooth delivery of the goods.
3. The Seller does not provide the personal data obtained to any third party that is not related to the performance of the purchase contract.
4. The Seller undertakes to comply with the principles arising from REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Act No.18/2018 Coll. on the protection of personal data and on amending and supplementing certain acts.

X. Termination of the contractual relationship

1. A purchase contract concluded for a fixed period of time expires on the expiry of the agreed period of time. A contract concluded for an indefinite period of time may be terminated at any time by mutual agreement or by unilateral written notice by either party for the reasons set out in the Commercial Code.
2. Either party may withdraw from the contract in writing in the following cases:
 - a) if the other party breaches the contract in a material way
 - b) at any time after the dismissal of a petition for bankruptcy of the other Party for lack of assets or if the other Party goes into liquidation or otherwise becomes insolvent.
3. Withdrawal from the Purchase Contract must be in writing and shall be effective on the date of delivery of the notice of withdrawal to the other party to the Purchase Contract.
4. Withdrawal from the purchase contract terminates all rights and obligations of the parties from the respective purchase contract with the exception of the right to compensation for damages arising from the breach of the purchase contract, the right to a contractual penalty, or other rights and obligations agreed for the case of termination of the purchase contract.

XI. Applicable law and dispute resolution

1. The legal relations of the parties arising from the Purchase Contract shall be governed by the applicable laws of the Slovak Republic.
2. The Seller and the Buyer agree that all disputes arising from legal relations arising from the orders and the Contract or related to the Contract, including all ancillary legal relations, claims for unjust enrichment, claims for damages, disputes over the validity, interpretation, termination of the Contract, will be resolved by a competent court of

competent jurisdiction according to Act No.160/2015 Coll., on the subject matter and place of the Contract. Civil Procedure Code) as amended.

3. The parties are obliged to resolve any disputes by mutual agreement.

XII. Final provisions

1. Any written contract may be amended or supplemented only by means of amendments in writing.
2. The Seller declares that it is not in bankruptcy or restructuring proceedings within the meaning of the Bankruptcy and Restructuring Act, is not in liquidation, is not insolvent and that any change of address, payment and tax data will be notified to the Buyer without delay.
3. Any contractual document between the Seller and the Buyer and documents related to the legal relations established by them shall be delivered by the Parties personally against the signature of the other Party by post or courier to the address designated for the delivery of documents, or to the address of the registered office of the Party, unless a separate address for the delivery of documents is specified in the contract. The documents shall also be deemed to have been delivered if the addressee fails to receive the document to be delivered by post at the address indicated within the storage period at the post office or if the document is returned to the sender as undeliverable for reasons other than on the part of the sender, whereby the date of delivery of the document shall be deemed to be the date on which the document is returned to the sender.
4. The GTC are an integral part of the contract.
5. In the event that the rights and obligations of the contracting parties are agreed in the contract differently from the terms and conditions defined in these GTC, these different arrangements shall prevail over the GTC. Should a conflict arise between these GTC and the contractual relationship, the contractual relationship shall prevail over these GTC.
6. All legal relations that are not expressly regulated by these GTC are governed by generally applicable laws of the Slovak Republic, in particular the Commercial Code.
7. These GTC are in Slovak and English. In case of discrepancies between the language versions, the Slovak version shall prevail.

These General Terms and Conditions are valid and effective as of 10.10.2024