

GENERAL TERMS AND CONDITIONS

companies INIPEX s.r.o.

with its registered office at Bajkalská 9/B, 831 04 Bratislava, Slovak Republic, ID No.: 47 384 476, registered in the Commercial Register of the District Court Bratislava I, Section: S.r.o., Insert No.: 92154/B

1. PREAMBLE

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") regulate the relations between the company INIPEX s.r.o, with registered office at Bajkalská 9/B, 831 04 Bratislava, Slovak Republic, ID No.: 47 384 476, registered in the Commercial Register of the District Court Bratislava I, Section Sro, Insert No.92154/B as a seller or buyer (hereinafter referred to as "INIPEX") on the one hand and natural persons - entrepreneurs and legal entities as buyers or sellers (hereinafter referred to as "Partner") on the other hand, which arise in connection with the conclusion of an individual purchase contract (hereinafter referred to as "Contract" or "Individual Contract") between INIPEX and the Partner (hereinafter referred to collectively as the "Parties" and each individually as a "Contracting Party"). For the avoidance of doubt, these T&C govern commercial relationships between entrepreneurs, i.e. they do not constitute a regulation of relationships where one of the Parties is a consumer.
- 1.2 The GTC shall apply to all contractual relations between INIPEX and the Partner arising in connection with the trading of various types of goods and materials (i) in the paper industry, in particular (but not exclusively) in connection with the sale of paper products (hereinafter referred to as the "Goods"), and shall generally regulate the rights and obligations of the Parties as seller or buyer; for the avoidance of doubt, depending on the individual contractual relationship, INIPEX may act in the capacity of seller (resp. INIPEX may act as a seller (or supplier) or as a buyer (or customer), which is determined by the content of the contractual obligation of the individual Contracting Party arising from the Contract.
- 1.3 The rights and obligations of the Contracting Parties, which are set out in these GTC, form, in connection with the conclusion of an individual Contract, an additional part of the content of the Contract, which, in accordance with Section 273 of Act No. 513/1991 Coll., Commercial Code, as amended, in force and in force in the Slovak Republic (hereinafter referred to as the "Commercial Code"), refer to the use of the GTC.
- 1.4 Unless otherwise agreed between the Parties in the Individual Contract, the relations between INIPEX and the Partner not governed by the Contract or these GTC shall not be governed by the Partner's General Terms and Conditions and/or any other documents regulating in any way the commercial relationship between INIPEX and the Partner.
- 1.5 The Parties also agree that if any rights and obligations are not regulated by the Contract and/or the GTC, the relevant provisions of the generally binding legal regulations of the Slovak Republic, in particular (but not exclusively) the Commercial Code, shall apply.
- 1.6 INIPEX reserves the right to unilaterally change the content of these GTC in accordance with the procedure set out in these GTC, whereby such change shall be binding after the new version of these GTC published on the INIPEX website has come into force.
- 1.7 The Parties agree that if a Contract is entered into between them in accordance with the procedure set out in these GTC, any further changes to the rights and obligations set out in these GTC must be agreed by the Parties in writing, by means of a provision of the Contract signed by persons authorised to act for the Parties (hereinafter referred to as the "Authorised Person").

2. CONCLUSION OF AN INDIVIDUAL CONTRACT

- 2.1 Prior to the conclusion of an individual Contract, an order confirmation process by INIPEX or the Partner is necessary. If agreed in advance by the Parties, INIPEX may accept a form order or a draft Contract made by the Partner ("Partner's Draft Contract"), which must be confirmed, i.e. signed by an Authorised Person on behalf of INIPEX. For the avoidance of doubt, the Partner shall not be in good faith if the person acting for INIPEX does not provide the Partner with a valid power of attorney to enter into the Contract, in which case the Partner understands that the exceeding of the authority of said person in such case shall not bind INIPEX.
- 2.2 Except for the conditions set out in clause 2.1 of this Article, the validity of the Contract requires that the Contract Proposal from the Partner be stamped by INIPEX and be accompanied by an informative order confirmation processed by INIPEX in the CRM system. The confirmed Draft Contract from the Partner will be sent to the Partner by INIPEX after the above conditions for its acceptance have been fulfilled (i) by e-mail, whereby the person authorised to confirm the Draft Contract from the Partner will be indicated in the copy of the confirmation e-mail of acceptance of the Draft Contract from the Partner and the confirmed Draft Contract from the Partner and the informative order confirmation processed in the CRM system will be attached to the said e-mail, or (ii) by registered mail or courier to the Partner's address. On the date of sending the confirmed Draft Agreement from the Partner in the attachment of the confirmation e-mail or on the expiry of three (3) working days from the date of sending the parcel containing the confirmed Draft Agreement from the Partner (unless the Partner confirms receipt of the parcel within an earlier period), the individual Agreement shall be concluded.
- 2.3 By accepting these GTC, the Partner agrees that if any terms and conditions are not agreed in the Contract concluded on the basis of the Partner's Contract Proposal, the provisions of these GTC, including the terms and conditions determining the applicable law and jurisdiction of courts, shall apply to such contractual relationship, which the Partner agrees to by concluding the Contract, whereby the provisions of these GTC shall prevail over the applicable law within the contractual discretion of the parties. For the avoidance of doubt, these GTC shall be applicable to all contractual relations between INIPEX and the Partner from the moment of their publication on the INIPEX website and INIPEX shall not be obliged to send the Partner the text of these GTC.
- 2.4 In all cases not covered by 2.1 to 2.3 of this article of the GTC, the conclusion of the Contract shall be preceded by the execution of a formal order processed by INIPEX in the CRM system (hereinafter referred to as the "Order"), whereby the Partner is obliged to accept such execution of the Order either by (i) sending a scan of the signed Order as an attachment to the confirmation e-mail or (ii) by the Authorised Person signing the printed version of the Order and subsequently sending it by post/courier to the address of the INIPEX registered office or (iii) by the Partner accepting the Order by e-mail, in which case the Partner's e-mail confirmation of the wording of the Order sent by INIPEX shall be sufficient to conclude the Contract. For the avoidance of doubt, email confirmation of Orders via email addresses designated or otherwise communicated by the Parties constitutes a reliable method of acceptance of the Order by the Partner, resulting in the conclusion of the Contract under these GTC without requiring physical signing of the Contract. The Party claiming that the conclusion of the Contract by any of the methods under these GTC is invalid shall bear the burden of proving that the conclusion of the Contract under these GTC did not take place.
- 2.5 For the avoidance of doubt, the acceptance of the Order by any of the methods set out in this article of the GTC by the Partner shall be deemed to constitute the conclusion of the Contract. INIPEX may, on a case-by-case basis, exchange the sending of a signed Order in paper form. On the date on which INIPEX receives the signed Order or the confirmation e-mail, the Contract is concluded. For the avoidance of doubt, in the event that the Partner indicates any changes in the Order compared to the wording prepared by INIPEX, this is not a confirmation of the Order, but a new draft of the Contract, in which case INIPEX must accept the amended wording of the Order in accordance with the procedure set out in clauses 2.1

to 2.3 of this article of the GTC. In case of serious doubts as to whether the Order has been delivered to INIPEX and the Contract concluded with the Partner, the Partner is obliged to request confirmation of delivery of the confirmed Order from INIPEX; at the same time, in case of neglect of this obligation, any discrepancies regarding delivery shall be interpreted to the detriment of the Partner.

- 2.6 The order sent by the Partner to INIPEX must contain the information listed below, otherwise it will not be accepted:
- 2.6.1 the designation, type and specification of the Goods to be supplied;
 - 2.6.2 the quantity of Goods ordered;
 - 2.6.3 the price of the Goods determined as the price of the Goods excluding taxes or duties;
 - 2.6.4 the relevant amount of VAT;
 - 2.6.5 the date of issue of the Order;
 - 2.6.6 the required delivery date of the Goods;
 - 2.6.7 delivery and transport conditions in accordance with the INCOTERMS 2010 delivery terms;
 - 2.6.8 any other special requirements and instructions relating in particular, but not exclusively, to the special characteristics of the Goods, their loading, carriage and/or storage (if any, or in view of the nature of the Goods they must be stated);
 - 2.6.9 business designation (business name, registered office/place of business, VAT number, VAT number and VAT number, if applicable, entry in the relevant register/registry).
- 2.7 The Order, on the basis of which INIPEX orders Goods from the Partner, will generally contain the data specified in clauses 2.6.1 to 2.6.9 of this article of the GTC, while INIPEX is entitled to send the Partner a form Order made in the CRM system. If INIPEX sends the Partner a draft Contract executed in the CRM system, this draft Contract shall be deemed to replace the Order and the provisions of clause 2.4 of this Article of the GTC shall apply mutatis mutandis.
- 2.8 A contract concluded in the manner pursuant to clauses 2.1 to 2.7 of this article of the GTC shall become binding on the Parties at the time specified in the relevant provision of clauses 2.1 to 2.7 of this article of the GTC.
- 2.9 For the avoidance of doubt and in connection with the conclusion of an individual Contract, delivery of documents by email communication shall be binding on the Parties and shall constitute a reliable method of delivery of documents between the Parties, and confirmation of documents sent by email in physical written form shall not be required. A Party claiming invalidity of the delivery of an email confirming the delivery of an accepted Proposal from a Partner, an Order or a draft Contract shall have the burden of proving that the delivery of the Order did not occur and that it did not have objective knowledge of the failure to deliver such confirmation email to the other Party that was not due to reasons on its part.
- 2.10 In the event that any of the terms and conditions set out in the Order are amended, modified and/or supplemented in the Form Contract Proposal, this shall not constitute a confirmation of the Order and the Parties shall be obliged to confirm the contents of such Form Contract Proposal in writing or electronically, by email, in order to enter into the Contract (having regard to their prior agreement). The provisions on electronic form of acceptance under this article of the GTC shall apply mutatis mutandis.
- 2.11 In addition to the methods of concluding the Contract set out in this article of the GTC, in terms of practice, the conclusion of the Contract between the Parties shall be deemed to be the payment of the purchase price or part thereof on the basis of an invoice or advance invoice issued by INIPEX to the Partner, whereby for the determination of the content of the Contract, the specification of the Goods shall be as set out in the invoice, while the other delivery, payment and other terms and conditions shall be as set out in the e-mail message to which the invoice (advance invoice) is attached. For the avoidance of doubt, for the valid conclusion of the Contract by INIPEX, there must be cumulative (i) acceptance of the Contract Proposal by the Partner or the Order by the Partner as well as (ii) payment of the relevant (advance) invoice.

- 2.12 In the case of any form of communication, each Party must ensure that the Business Data cannot be misused by third parties.

3. CONDITIONS FOR DELIVERY OF GOODS

- 3.1 Delivery of the Goods, including carriage, shall be agreed in accordance with the delivery terms of INCOTERMS 2010, it being understood that the delivery clause shall be contained in the Contract and/or be given in accordance with the commercial usages established between the Parties, if any.
- 3.2 INIPEX shall be entitled to partial performance of the subject matter of the Contract and the Partner shall be obliged to accept partial performance of the subject matter of the Contract, unless otherwise expressly agreed between the Parties.
- 3.3 The Buyer shall be obliged to evidence the Seller's acceptance of the Goods on the delivery note or CMR delivery note or in such other manner, if any, as may be agreed by the Parties and/or as may be customary in the commercial practice of the Parties. In the event that the Goods are sold abroad, the Partner, by entering into the Contract, expressly declares that it will export the Goods outside the territory of the Slovak Republic and, if requested to do so by INIPEX, shall issue a separate confirmation to the Seller without undue delay after being requested to do so by INIPEX. In the event that the Partner fails to fulfil its obligation to export the Goods outside the territory of the Slovak Republic despite the fact that such place is designated in the Contract as the Place of Delivery pursuant to this Article of the GTC, the Partner shall be liable to INIPEX for any and all damages caused by the Partner as a result of the breach of the applicable tax legislation. In the event that the Partner fails to issue a confirmation of export of the Goods outside the territory of the Slovak Republic in the form and with the content required by INIPEX for the purpose of fulfilling INIPEX's tax obligations and to deliver it even within 15 (fifteen) days as INIPEX shall call upon the Partner to do so, INIPEX shall be entitled to demand from the Partner the payment of a contractual penalty in the amount of EUR 300 (three hundred) for each individual breach to issue the confirmation to INIPEX in due and/or timely manner.
- 3.4 The date of delivery of the Goods shall be determined individually in the Contract. INIPEX determines the date or day of delivery of the Goods taking into account the state of its stock, which is made known to the Partner in the process of concluding the individual Contract. The delivery periods shall commence on the day following the date of conclusion of the Contract or on the date of payment of the advance invoice, if issued by INIPEX, or on any other decisive date specified in the Contract.
- 3.5 In the event that the subject matter of the Contract is the delivery of Goods stored in a bonded warehouse operated by a third party who is not a Contracting Party, the Seller shall promptly upon the Buyer's fulfilment of the delivery and/or payment conditions, ensure that any and all actions are taken to clear and subsequently remove the Goods from the bonded warehouse to the place of delivery specified in the Contract pursuant to this Article of the GTC, failing which the Seller shall be liable for damages incurred by the Buyer as a result of the unjustified detention of the Goods in the bonded warehouse. In order to demonstrate the proper fulfilment of the conditions leading to the clearance and subsequent removal of the Goods in accordance with the relevant legislation governing the clearance and removal procedure at the customs warehouse location, the Seller undertakes to provide the Buyer with the assistance, including complete documentation required by the relevant customs regulations, for the clearance and subsequent delivery of the Goods to the pre-agreed place of delivery.
- 3.6 In accordance with clause 3.5 of this Article of the GTC, the Seller undertakes to provide the Buyer with any and all necessary assistance in accordance with the relevant legislation of the customs warehouse location governing the procedure for clearance and removal of the Goods from the customs warehouse location, in particular, but not limited to, the complete documentation required by the relevant customs regulations for the clearance and subsequent delivery of the Goods to the agreed place of delivery, for

the purpose of the proper fulfilment of the conditions for the clearance and subsequent removal of the Goods.

- 3.7 In the event that the Partner has undertaken to pay the Advance Payment prior to delivery of the Goods, the time for delivery of the Goods shall be extended by the time by which the Partner is to make the Advance Payment, provided that the Contract is not terminated in accordance with the provisions of these GTC.
- 3.8 A change in the delivery time for the Goods is possible by mutual agreement of the Parties. In the event that INIPEX notifies the Partner of a delay in delivery of the Goods no later than 4.00 p.m. on the day preceding the day of delivery of the Goods, which delay shall not exceed 48 hours from the time of notification of the delay by INIPEX, INIPEX shall be entitled to unilaterally adjust the day of delivery of the Goods, to which the Partner agrees.
- 3.9 INIPEX undertakes to inform the Partner of the exact date and time of delivery of the Goods at least twelve (12) hours prior to the contractually agreed date of delivery of the Goods. In the event that the delivery of the Goods is tied to a specific calendar week or a specific calendar month, as the case may be, without indicating the exact day of receipt of the Goods, INIPEX shall be entitled to designate the exact day or several days during which it will allow the Partner to take delivery of the Goods.
- 3.10 The Partner undertakes to take delivery of the Goods on the contractually agreed date determined by INIPEX by specifying the exact date and time of acceptance, if any (hereinafter referred to as the "Delivery Date").
- 3.11 In the event of delay by the Partner in taking delivery of the Goods on the specified Delivery Date, INIPEX shall be entitled to demand from the Partner the payment of default interest at the rate of 0.05% per day of the purchase price of the Goods for each day of delay, even if commenced, from the date of Delivery until the date of proper acceptance of the Goods. INIPEX shall also be entitled to store the Goods at the Partner's expense, provided that the Partner agrees that INIPEX shall not be obliged to store any Goods not accepted for more than one (1) month from the Delivery Date (the "Storage Period"). INIPEX shall be entitled, at its discretion, to reduce the Storage Period to five (5) working days, and after the expiry of such additional period for acceptance of the Goods, INIPEX shall be entitled to sell the Goods to another interested party. INIPEX's right to withdraw from the Contract shall not be affected thereby.
- 3.12 The Parties shall clearly and without any doubt indicate (i) the place of unloading of the Goods from which the Goods are to be taken for carriage (if necessary for the proper performance of the other Party's obligations, in particular if the Buyer Party is arranging the carriage), as well as (ii) the place of delivery of the Goods, which shall be specified on the basis of the correspondence address of the place of delivery or the designation of the building, warehouse or premises constituting the place of delivery (hereinafter referred to as the "Delivery Point").
- 3.13 In the event that INIPEX is unable to fulfil its obligation to deliver the Goods to the Partner due to an incorrect or incomplete indication of the Place of Delivery of the Goods and the Partner fails to provide INIPEX with additional information promptly (within 2 hours at the latest) after being requested to do so by INIPEX and/or due to, the Goods are rejected for storage at the Delivery Point, the Partner shall bear any and all costs associated with the delay in unloading, including but not limited to standing charges, transportation to another destination including storage charges at such location or return of the Goods to the place of loading. For the avoidance of doubt, in the event that a shipment containing Goods delivered by INIPEX is found to be damaged and/or partially lost at the Delivery Point, the Partner shall accept such shipment and notify INIPEX of the damage or partial loss of the Goods without undue delay, together with all shipping and customs documents, storage documents as well as photographic (or video) documentation of the delivery of the shipment. If necessary, INIPEX will send an independent

expert to the Delivery Point to ascertain the extent of the damage or loss of the shipment and/or arrange for the disposal of the shipment. Delivery of an incomplete Shipment shall be deemed to be partial performance by INIPEX, and INIPEX undertakes to complete the delivery with the missing/damaged portion of the Goods no later than 14 (fourteen) days from the original Delivery Date, unless otherwise agreed in writing by the Parties.

- 3.14 In the event of any damage to the Goods caused by any cause during the carriage of the Goods, an independent expert shall be called to the place where the damage was found to have occurred without undue delay after this fact has been notified by the carrier to the Party responsible for the carriage, in all cases where the value of the Goods exceeds the amount of EUR 2,000.00. The Parties agree that an independent entity or another qualified company operating in the place where the incident is to be assessed shall be entrusted by agreement of the Parties to the Contract to perform the function of the independent expert. The Parties also undertake to respect the conclusions of the independent expert and the manner in which he/she recommends the handling of the Goods after the inspection, and subsequently to negotiate the reimbursement of the costs associated with the independent expert's activities; unless otherwise agreed, such costs shall be borne by the Party responsible for carrying out the transport.
- 3.15 In the event that the Goods are delivered by INIPEX and are perishable and/or are in danger of damage due to the circumstances, respectively. Damage is or has been caused to it and it is not possible to deliver it to the Delivery Point for the reasons set out in this article of the GTC, INIPEX shall be entitled to prevent further deterioration of the Goods and, at its discretion, (i) store the Goods in another suitable place at the Partner's expense, (ii) arrange for its return transport to the place of removal at the Partner's expense, or (iii) make a direct sale of it at the place where it is located, according to the situation which appears to be the most economically advantageous in the circumstances, giving prior notice thereof. In the event that the Partner to dispose of the Goods in a manner other than that proposed by INIPEX, INIPEX shall allow the Partner to dispose of the Goods at the location at which the Goods are currently located and the Partner agrees to pay INIPEX any and all costs associated with the change in delivery terms. The costs so incurred shall be charged by INIPEX to the Partner no later than thirty (30) days from the date of receipt by the Partner of complete shipping documents confirming receipt of the Goods by the Partner at a Delivery Point other than the agreed Delivery Point, but no later than sixty (60) days from the original Delivery Date. In the event of a direct sale of the Goods, the proceeds of the sale shall be credited against the Purchase Price and the costs associated with such transaction. For the avoidance of doubt, INIPEX shall be entitled to charge the Partner compensation for loss of time in the event of preparation and execution of any act for the disposal of the Goods referred to within this clause, subject to the fact that INIPEX shall be entitled to a minimum of EUR 100 in each case or EUR 60/each 60 minutes.
- 3.16 In the event that the Goods or a part thereof are not removed by the Partner on the agreed Delivery Date and/or at the agreed Delivery Point, INIPEX is entitled to demand from the Partner the payment of a contractual penalty for breach of the obligation to properly remove the Goods, in the amount of at least 5% of the total purchase price of the Goods agreed in the Contract. INIPEX's right to withdraw from the Contract is not affected.
- 3.17 On the date of proper delivery of the Goods by the Seller or on the date on which the Goods are made available for acceptance by the Buyer, the risk of damage to the Goods shall pass to the Buyer. For the avoidance of doubt, if the Partner unreasonably refuses to accept the Goods at the Delivery Point for any reason other than delay in delivery and/or damage to the Goods, or fails to accept the Goods at the Delivery Point even though the Goods have been delivered properly and on time, or if INIPEX is entitled to store the Goods at the Partner's expense in accordance with the terms of these GTC, the risk of damage to the Goods shall pass to the Partner at the time of refusal to accept the Goods or on the date on which the Goods should have been duly delivered, or at the latest on the date of storage of the Goods.

- 3.18 The other Contracting Party acknowledges that INIPEX shall not be liable for damages or other claims arising from any delay in delivery of the Goods if such delay was caused by circumstances excluding liability on the part of INIPEX (including in the case of delay by any of INIPEX's subcontractors).
- 3.19 The Partner is obliged to inspect the delivered Goods upon receipt of the Goods, in particular their completeness and quality. Complaints about the completeness of the delivered Goods older than three (3) months from the Date of delivery of the Goods will not be taken into account by INIPEX, except for defects covered by the provisions of liability for defects within the warranty period according to the provisions of the Commercial Code or the manufacturer of the Goods; if the guarantee for the quality of the Goods has been provided in the individual case. The Parties agree to respect the conclusions of an independent expert when dealing with claims for defects in the Goods; the costs of the independent expert shall be borne by the Party that was unsuccessful in the claim process, or by both Parties on a pro rata basis, according to the principle of success of the claim for defects; unless otherwise agreed by the Parties in an individual case.

4. CONDITIONS FOR PAYMENT OF THE PURCHASE PRICE

- 4.1 The Purchase Price shall be expressed as the total price of the Goods or the unit price for a specific quantity of Goods, in which case the total price shall be determined by the product of the unit price and the total quantity of Goods specified in the Contract. The purchase price may include any wafers associated with the delivery of the Goods. The purchase price may also be determined by reference to a price list of either Party, in which case the price list must be attached to the Contract or published in such a way that there can be no doubt between the Parties as to the amount of the purchase price.
- 4.2 The Contracting Party acting as the Buyer undertakes to pay to the Seller for the delivery of the Goods the purchase price determined by agreement of the Parties and according to the payment terms set out in the Contract. Payment of the Purchase Price shall be deemed to be the demonstrable credit of funds in the amount of the Purchase Price to the Seller's account specified in the Contract or otherwise notified by the Seller to the Buyer.
- 4.3 In the event that the purchase price or any part thereof shall be subject to any adjustment, the Seller shall inform the Buyer thereof in advance. In the case of a regulated purchase price, it may be adjusted as a result of a change in the relevant legislation even after the conclusion of the Contract, but only before delivery of the Goods; in such a case, either Party may, after notification of the change in the purchase price, withdraw from the Contract as a result of the change in the purchase price, provided that the notice of withdrawal has been received before the actual delivery of the Goods.
- 4.4 For the purpose of payment of the purchase price, the Seller is obliged to issue a tax document to the Buyer in the amount of the agreed purchase price, in the form and with the particulars required by the relevant legislation and these GTC and/or the Contract. If the tax document (invoice) shows any errors for which it cannot be considered valid, the respective Contracting Party shall be obliged to adjust the tax document in accordance with the applicable legislation. This shall also apply if the above is only subsequently discovered after the payment of the purchase price has been made on the basis of the issued tax invoice.
- 4.5 Unless otherwise agreed by the Parties, the invoice shall be issued by the Seller to the Buyer on the Date of delivery of the Goods to the Buyer.
- 4.6 Prior to delivery of the Goods, INIPEX is entitled to require the Partner to pay a deposit - advance payment of the purchase price and to issue an advance invoice to the Partner for this purpose. The

Partner is obliged to pay the advance payment for the Goods within the due date stated on the advance invoice. In the event that the advance payment is not made by the due date, the Contract shall be terminated on the day following the due date of the advance payment without any further action on the part of INIPEX, and the Partner shall not be entitled to claim performance of the delivery under the Contract. If the advance payment is made after its due date, INIPEX must confirm to the Partner its commitment to perform under the Contract, thereby re-establishing the Contract with the same terms.

- 4.7 In case of delay of the Partner in payment of the invoice or its part, INIPEX is entitled to demand from the Partner the payment of interest on late payment at the rate of 0.05% per day of the amount due, for each day of delay.
- 4.8 In the event that INIPEX supplies the Partner with Goods under more than one Contract, the Partner undertakes to pay the obligations due under all Contracts simultaneously. If in any one case the Partner defaults in the payment of the purchase price (or part thereof) under any invoice due (including an advance invoice), all outstanding debts of the Partner (i.e. under all Contracts) shall become due and payable on the date on which the default occurred in the individual case. At the same time, INIPEX shall be entitled to (i) suspend the delivery of further Goods to the Partner until all obligations of the Partner have been fulfilled in full and/or (ii) set off all payments (including deposits) for Goods that have not yet been delivered against the purchase price for Goods that have already been delivered and are in default in the payment of their purchase price. At the same time, during the period of delay of the Partner in payment of the invoice (advance invoice), there shall be no delay in delivery of the Goods by INIPEX.
- 4.9 In the event that the Partner delivers the Goods to INIPEX on the basis of one Contract and/or several Contracts in the contractually agreed quantity and at the contractually agreed purchase price and the Partner fails to deliver the Goods properly and on time, INIPEX shall be entitled to procure the Goods from third parties and subsequently to claim damages (including lost profits) against the Partner, which represents the property damage incurred by INIPEX as a result of the difference between the purchase price for the Goods agreed with the Partner and the purchase price of the replacement Goods that had to be procured by INIPEX from third parties as a result of the Partner's failure to deliver the Goods in a timely and/or proper manner.
- 4.10 INIPEX is entitled to unilaterally set off all payments already received against the Partner's obligations, regardless of the invoice received by INIPEX and regardless of the nature of the obligation. INIPEX's right of withdrawal from the Contract shall not be affected thereby.
- 4.11 The payment of any claim by INIPEX for payment of default interest and/or liquidated damages under the provisions of these GTC shall be without prejudice to INIPEX's claim for damages, and the Parties agree that INIPEX shall be entitled to claim damages in full in addition to the liquidated damages claim.

5. GUARANTEE OF QUALITY AND ACQUISITION OF OWNERSHIP OF THE GOODS

- 5.1 The Partner acquires title to the Goods only upon full payment of the Purchase Price and the fees associated with the delivery of the Goods, if such fees are not included in the Purchase Price, and the Partner is obliged to pay them to INIPEX. INIPEX acquires title upon delivery of the Goods to the Delivery Point and due acceptance thereof, unless otherwise agreed in an individual Contract. For this purpose, INIPEX is entitled to request from the Partner copies of all shipping documents relating to the Goods.
- 5.2 INIPEX shall be liable to the Partner for the quality of the Goods delivered for a period of three (3) months from the date of acceptance of the Goods (the "Warranty Period") by the Partner (the "Quality Warranty"). The Partner shall likewise be liable to INIPEX for the quality of the Goods delivered within a period of at least three (3) months from the date of acceptance of the Goods by INIPEX.

- 5.3 For the avoidance of doubt, the warranty for quality applies exclusively to defects found within the Warranty Period which are caused by defective composition or workmanship of the material which affect its further processing or usability. The warranty period cannot be extended. For the avoidance of doubt, the Partner may not claim defects relating to the composition and/or workmanship of the Goods if the Goods have been delivered to the Partner to the standard customary for the type of Goods in the relevant market and the Partner has not expressly stipulated specific requirements for the quality of the Goods in the Contract.
- 5.4 The warranty of quality does not apply to defects in the Goods resulting from unprofessional handling or unprofessional workmanship of the Goods after they have been handed over to the Partner.
- 5.5 The Partner shall promptly notify INIPEX in writing of any defects in the Goods, demonstrate the defects in the Goods by a complete complaint report on the defects in the Goods, including (i) photographic documentation of the defective Goods (prior to the commencement of any unloading and/or handling of the Goods by the Partner, during the handling of the Goods, and after the Partner has finished handling the Goods), as follows, so that it is obvious that the Goods are Goods delivered by INIPEX), further (ii) a sample of the defective Goods, if it is possible to obtain it without a breakdown of the Goods, and (iii) to provide INIPEX with contractual documentation, in particular the Contract and the delivery note or CMR delivery note, as the case may be, by which the Partner shall prove to INIPEX the delivery of the ordered Goods by INIPEX or the relevant carrier.
- 5.6 In addition to the obligations set out in clause 5.5 of this article of the GTC and at the request of INIPEX, the Partner is obliged to have the Goods inspected for defects and to provide INIPEX with reliable evidence of the results of the testing. The results of the inspection shall thereafter be binding on both Parties.
- 5.7 For the avoidance of doubt, all rights and obligations of the Parties arising from defects in the Goods shall otherwise be governed by the provisions of these GTC in conjunction with the relevant provisions of the Commercial Code governing liability for defects.

6. TERMINATION OF THE CONTRACT

- 6.1 Either Party may withdraw from the Contract in the event of a material breach of the Contract by the other Party in accordance with the provisions of these GTC.
- 6.2 A material breach of the Contract on the part of the Seller shall be deemed in particular if:
6.2.1 The Seller fails to deliver the Goods to the Buyer on the agreed Delivery Date or on an alternative date not more than four (4) weeks from the agreed Delivery Date;
6.2.2 The Seller shall deliver the Goods to the Buyer in a different quality and/or quantity than that expressly requested by the Buyer in the Contract.
- 6.3 A material breach of the Contract on the part of the Buyer shall be deemed to be in particular:
6.3.1 delay of the Purchaser in payment of the purchase price under the Contract for more than thirty (30) days;
6.3.2 failure to pay the advance invoice even within an additional period of two (2) days from the date of its due date;
6.3.3 failure to take delivery of the Goods even after the expiry of five (5) working days from the agreed Delivery Date.
- 6.4 In connection with the Seller's obligation to deliver the Goods and/or the Buyer's obligation to pay the Purchase Price for the Goods to be performed by INIPEX as the Seller in the future, the Contract, the subject of which is the future delivery of the Goods and/or the payment of the Purchase Price for the Goods, may be withdrawn from the Contract where the Partner's conduct or other circumstances

unquestionably show, that the Partner is in breach of an obligation under the Contract in a material manner, in particular, but not exclusively, the Partner fails to perform its obligations under contractual relationships already performed, i.e. the Partner has not paid for the Goods or has not delivered the Goods in accordance with the terms and conditions set out in another Contract and the Partner fails to provide sufficient security without undue delay after being requested to do so by INIPEX.

- 6.5 The notice of withdrawal from the Contract must be in writing and must be sent to the other Party. Withdrawal shall be effective upon the expiration of three (3) days from the date of the demonstrable mailing of the written notice of withdrawal to the other Party, the period commencing on the first day following the date on which the parcel containing the notice of withdrawal is handed over for carriage by post or courier service. The Parties shall thereafter be obliged to reimburse each other for the performance of the Contract, unless otherwise provided for in the Contract or these GTC. For the avoidance of doubt, withdrawal from the Contract sent exclusively by e-mail shall not be taken into account and such notification shall be for information only and shall not have any legal effect.
- 6.6 Withdrawal from the Contract shall terminate all rights and obligations of the Parties under the Contract on the effective date of withdrawal. Withdrawal from the Contract shall be further governed by the relevant provisions of the Commercial Code.
- 6.7 Withdrawal from the Contract shall be without prejudice to the Contracting Party's entitlement to damages and/or payment of any contractual penalty and/or default interest. For the avoidance of doubt, the provisions on damages, liquidated damages and default interest under these GTC shall survive the withdrawal from the Contract.
- 6.8 A method of termination of the Contract other than that agreed in this article of the GTC is possible if so agreed by the Parties in the individual Contract.

7. DELIVERY

- 7.1 Any notices (submissions) between the Parties relating to the Contract and/or these GTC shall be made in writing or in electronic form and shall be deemed to have been duly given if delivered by the Party concerned to the other Party, who is the addressee, at the address of the registered office or place of business as it appears in the relevant register, by any of the following methods: a/ by registered post, b/ electronically, by e-mail to the available e-mail address of the Party, or c/ by courier service.
- 7.2 For the avoidance of doubt, the methods of delivery set out in clause 7.1 of this GTC shall not apply to those provisions of the GTC which relate to the withdrawal from the Contract or the process of concluding the Contract (including acceptance of the Order) or invoicing, and for which these GTC provide for special conditions for the delivery of documents in electronic form.
- 7.3 All notices under the Contract and these GTC shall be in Slovak or English unless otherwise agreed between the Parties.
- 7.4 In the event that a document is returned as undelivered under the terms of these GTC, the Parties agree that the effects of delivery shall commence on the date of return of the undelivered item (fiction of delivery).

8. APPLICABLE LAW AND JURISDICTION

- 8.1 The provisions of these GTC and all Contracts concluded pursuant to these GTC shall be governed by the provisions of the Commercial Code in force in the Slovak Republic at the time of conclusion of the Contract.

- 8.2 All disputes arising out of or in connection with the Contracts shall be governed by the substantive and procedural laws of the Slovak Republic.
- 8.3 The Parties agree that all disputes or claims arising out of or in connection with the Contracts shall be finally determined by the general courts of the Slovak Republic.

9. OTHER AND UNCLASSIFIED PROVISIONS

- 9.1 The Parties agree that any and all information provided by them in the course of their pre-contractual relations and/or the conclusion and performance of the Contract, and furthermore the information constituting its content and information provided by them or otherwise arising from its performance, shall remain confidential at their will. For the avoidance of doubt, the information contained in these GTC shall not be deemed confidential to the extent published on the INIPEX website or otherwise made publicly available by INIPEX.
- 9.2 Any terms defined in these GTC shall have the same meaning when used in the Contract. Unless otherwise expressly stated, all terms in these GTCs, when referred to in the singular, shall include the plural, and all grammatical forms permissible in meaning.
- 9.3 If the GTC are drawn up in both Slovak and English language versions, the Slovak language version shall prevail in case of conflict.

10. FINAL PROVISIONS

- 10.1 These GTC are part of the Contracts concluded between the Parties as part of the Contracts pursuant to § 273 of the Commercial Code. By concluding an individual Contract, the Partner confirms that it has been duly acquainted with the text of the GTC and has no objections to it.
- 10.2 These GTC shall come into force and effect on **01.11.2022**.
- 10.3 The current version of the GTC is publicly available on the INIPEX website.
- 10.5 In the event that any provision of these GTC becomes invalid or ineffective or unenforceable, the validity and effectiveness or enforceability of the remaining provisions of these GTC shall not be affected. In such event, INIPEX shall replace such invalid, ineffective and/or unenforceable provision of these GTC with a new provision whose wording is consistent with the intent expressed in the original provision of these GTC.
- 10.6 The provisions of these GTC shall not apply to the relationship arising from the conclusion of an individual Contract only if the Parties expressly exclude by agreement the application of any of the provisions of these GTC or the application of these GTC as a whole.
- 10.7 By accepting the Order by any of the methods provided for in these GTC and/or by signing the individual Contract or any other part of the contractual documentation to which these GTC apply, the Partner confirms that it is fully capable of concluding the Contract with INIPEX and that it has concluded the Contract on the basis of its serious and free will, that the Contract has not been concluded under duress or on manifestly unfavourable terms and conditions, and that it is bound by the contents of the Contract, including the rights and obligations set out in these GTC, once the Contract has been concluded.

In Bratislava, on 01.11.2022