

General Terms and Conditions

1. PART

General Terms and Conditions of Purchase

I. Introductory provisions

1. These General Terms and Conditions of Purchase (hereinafter the "**Terms of Purchase**") of PPS Group a.s., company ID: 36 011 509, registered office at Tajovského 7, 962 12 Detva, registered in the Commercial Register kept by the Banská Bystrica District Court, section: Sa, insert number: 735/S (hereinafter the "**PPS Group**"), regulate all legal relations between the PPS Group and legal entities or natural persons – entrepreneurs (hereinafter the "**Provider**") the subject of which is the provision of goods or services to PPS Group (PPS Group and the Provider hereinafter jointly the "**Parties**").

2. These Terms of Purchase form an integral part of all contracts concluded between the Parties. By signing a contract, the Provider confirms that it has read these Terms of Purchase.

3. In the event of any inconsistency between the provisions of a contract concluded between the Parties and these Terms of Purchase, the provisions of the contract prevail. Any deviations from these Terms of Purchase must be agreed in writing in the contract.

4. For the avoidance of doubt, these Terms of Purchase do not apply to legal relationships in which PPS Group acts in the legal capacity of seller or contractor.

II. Subject of these Terms of Purchase

1. These Terms of Purchase govern the rights and obligations of the Parties in contracts:

a) under which the Provider undertakes to provide movable items (goods) to the PPS Group and to transfer to the PPS Group the title to these items, and the PPS Group undertakes to pay the purchase price;

b) under which the Provider undertakes to perform certain work for PPS Group and PPS Group undertakes to pay the price for the performance of that work (hereinafter "**Contracts**" or, in the singular, "**Contract**").

III. Subject of performance

1. PPS Group purchases mainly the following goods and services:

a) materials, articles, equipment, structures, machines and their components, samples, spare parts (hereinafter the "**Goods**"); if it follows from the nature of the item, a part thereof is also deemed to be Goods;

b) software;

c) works and services provided under a Contract, including installation, supervision, delivery, commissioning, testing, inspection, technical and other services, and maintenance;

d) Goods manufactured according to PPS Group's requirements, including their assembly;

e) service activities;

(individual Goods and services specified in a Contract or these Terms of Purchase are hereinafter also referred to as the "**Subject of Performance**").

2. If the Subject of Performance between the PPS Group and the Provider consists of:

a) provision of Goods under paragraph 1(a) of this Article of these Terms of Purchase, the Contract between the Provider and the PPS Group is a purchase contract with the PPS Group in the position of the buyer and the Provider in the position of the seller;

b) provision under paragraph 1(b) of this Article of these Terms of Purchase, the Contract between the Provider and PPS Group is a licensing agreement with PPS Group in the position of the licensee and the Provider in the position of the licensor;

c) provision of services under paragraphs 1(c), (d) and (e) of this Article of these Terms of Purchase, the Contract between the Provider and PPS Group is a works contract with PPS Group in the position of the client and the Provider in the position of the contractor.

Other relationships will be judged according to the legal relationship closest to the relationship between the Parties.

IV. Pre-contractual negotiations, order and order confirmation

1. Prior to the conclusion of a Contract, PPS Group and the Provider agree at least on the following:

a) the type of the Subject of Performance under Article III(1) of these Terms of Purchase;

b) the technical and operational specification of the Subject of Performance, including the method of processing of the products, grade and quality;

c) special requirements if the order is for the supply of a sample; a sample is a specific type of product which the Provider has not yet manufactured, or a product which has been manufactured by the Provider but which has undergone a change procedure and needs to be manufactured with modifications according to new documentation (drawings, technological procedures, etc.);

d) the quantity;

e) the place of delivery or installation of the Subject of Performance (hereinafter the "**Place of Delivery**");

f) the technical specification of the Place of Delivery if the Subject of Performance includes the installation of the Subject of Performance;

g) the price of the Subject of Performance and its due date, or the amount and due date of an advance payment, the amount and due date of individual instalments of the price of the Subject of Performance;

h) the deadline for the provision of the Subject of Performance to PPS Group;

- i) the manner of handing over and taking over of the Subject of Performance;
 - j) the conditions of necessary cooperation of the Parties;
 - k) the INCOTERMS 2020 delivery clause or the rights and obligations of PPS Group and the Provider in the provision of the Subject of Performance, including the transport conditions and the method of payment of all costs related to the delivery and insurance of the Subject of Performance in the event that PPS Group and the Provider do not agree on an INCOTERMS 2020 delivery clause.
2. PPS Group will send the Provider an order and/or draft contract documentation unless otherwise agreed between PPS Group and the Provider; the order and/or contract documentation contain, in particular, the items listed in paragraph 1 of this Article of these Terms of Purchase. The order and/or draft contract documentation will be sent by PPS Group to the Provider by email, post or courier in two counterparts. PPS Group's order and/or draft contract documentation is deemed a proposal for the conclusion of a Contract.
3. Unless otherwise specified in an order or a Contract, the rights and obligations of the Parties in the delivery of the Subject of Performance are governed by a delivered duty paid (DDP) INCOTERMS 2020 delivery clause with delivery to the PPS premises. Unless otherwise stated in the order or Contract, the price stated in the order includes all costs, including transport, packaging, insurance, etc.
4. The Contract between PPS Group and the Provider is concluded at the moment of order confirmation by the Provider. If an order is sent by post or courier, the Provider is obliged to sign the order and deliver one counterpart to PPS Group within 72 hours after delivery of the order to the Provider. If an order is sent by email, the Provider is obliged to confirm the order by email within 72 hours after its delivery to the Provider.
5. If an order is not confirmed by the Provider in the manner specified in paragraph 4 of this Article of these Terms of Purchase and the Provider nevertheless delivers the Subject of Performance specified in the order, PPS Group has the right to refuse to take it over; in the event of takeover of the Subject of Performance, a Contract is deemed concluded at that moment.
6. These Terms of Purchase become an integral part of a Contract upon confirmation of an order by the Provider; other terms and conditions set by the Provider in the Provider's forms or proposals will only be used if PPS Group agrees to their use in writing in advance.
7. Unless these Terms of Purchase expressly provide otherwise, a Contract may only be amended in the form of written addenda.
8. Confirmation of an order after 72 hours or confirmation of an order with a reservation are deemed a new proposal for the conclusion of a Contract and PPS Group has the right to accept or reject such a proposal within 5 working days after its delivery. The PPS Group's failure to act can in no way be deemed an acceptance of the proposal.
9. The PPS Group is entitled to cancel or change an order at any time prior to the moment when the order confirmation is delivered to the PPS Group from the Provider or prior to the moment when the PPS Group takes over the Subject of Performance, or as agreed by the Parties.
10. The Provider may change the price of the Subject of Performance due to an order change by PPS Group only if

it notifies such change to PPS Group immediately upon receipt of the change order; the price change is subject to written consent of PPS Group.

11. The Provider is not entitled to reimbursement of costs incurred in connection with an order cancellation.

V. Manufacturing quality assurance

1. The Provider is obliged to maintain effective quality assurance systems and processes designed to ensure the delivery of the Subject of Performance in accordance with the terms of a Contract. The Provider undertakes to comply with the ISO 9001 quality management system standard or an equivalent system standard. The Supplier shall bear all costs of obtaining and maintaining its quality assurance systems and processes and of compliance and certification to ISO 9001 or a similar system standard.
2. If the Provider is unable to comply with a specification set forth in a Contract during the manufacturing process, it is obliged to immediately inform PPS Group in writing.
3. Any technical changes (including to processes, machinery and materials) to the Subject of Performance may only be made with the prior written consent of PPS Group and in accordance with the terms and conditions set by PPS Group.
4. The Provider warrants that it has at its disposal all the measuring equipment necessary for the inspection of the Subject of Performance. The Provider is obliged to continuously monitor, calibrate and maintain the measuring equipment. The Provider is obliged to submit measurement reports to PPS Group without delay upon request, including retrospectively. The Provider is obliged to keep records of inspection and testing for at least 10 years after delivery of the Subject of Performance.
5. Throughout the manufacturing period until delivery of the ordered Subject of Performance, PPS Group has the right to inspect the work in progress at the premises of the Provider and to check the quality of materials, manufacturing processes, and other output necessary for the provision of the contractual performance. PPS Group is obliged to inform the Provider in writing at least 5 working days in advance of an inspection specified under the preceding sentence. If the Provider fails to allow the inspection to take place without giving a valid reason, this will be considered a material breach of the Contract and, in such a case, PPS Group is entitled to withdraw from the Contract without the Provider being able to claim damages or reimbursement of the costs incurred. This also applies in cases where the inspection reveals defects or deviations from the contractual arrangements.

VI. Delivery of the Subject of Performance

1. The Provider is obliged to:
 - a) properly mark the Subject of Performance with the Provider's name, product number, product name, quantity, date of manufacture, the PPS Group's order number, or other information required by generally binding legal regulations;
 - b) properly pack the Subject of Performance in the usual way so that the Subject of Performance is not damaged during transport;
 - c) deliver the Subject of Performance to PPS Group in a timely and proper manner; the Provider is obliged to inform PPS Group of the specific date of delivery of the Subject of Performance at least fifteen (15) working days

in advance, unless a different time period is agreed upon by the Parties;

d) provide PPS Group with assistance in the performance of all obligations, including those required for the transport and delivery of the Subject of Performance.

2. The Provider's obligation to deliver the Subject of Performance to PPS Group is deemed fulfilled on the date on which the Subject of Performance is delivered to the Place of Delivery.

3. The Provider is not entitled to deliver the Subject of Performance in partial deliveries, unless otherwise agreed. PPS Group is not obliged to take over the Subject of Performance delivered before the date agreed in the Contract. In the event of early delivery of the Subject of Performance, PPS Group is entitled to claim damages or compensation for the costs incurred due to early delivery from the Provider; the Provider becomes entitled to the payment of the price of the Subject of Performance at the earliest upon expiry of the delivery date specified in the Contract. The early delivery and take over of the Subject of Performance by PPS Group does not change the content of the Contract.

4. If the Provider fails to deliver the Subject of Performance to PPS Group on the agreed date, PPS Group is entitled to demand from the Provider a contractual penalty of 0.1% of the price of the Subject of Performance for each day of delay. If the Provider is more than 30 days late with the delivery of the Subject of Performance, PPS Group has the right to withdraw from the Contract.

VII. Delivery of the Subject of Performance, acceptance tests

1. The Subject of Performance is deemed delivered at the time of its takeover by PPS Group; if the installation of the Subject of Performance at the Place of Delivery is part of the Subject of Performance (hereinafter the "**Installation**") or if the Parties agree so verbally, the Subject of Performance is deemed delivered on the date of signing an acceptance report by the Parties if the acceptance report contains a record that the Subject of Performance has been delivered without defects. The Subject of Performance will not be deemed delivered if it has any defects or deficiencies. If the Installation is not part of the Subject of Performance and/or the Parties do not agree in a Contract to sign an acceptance report, the Subject of Performance is deemed delivered on the date of delivery of the Subject of Performance to PPS Group confirmed by both Parties.

2. The Provider undertakes to deliver the Subject of Performance to PPS Group in accordance with the terms and conditions agreed in the Contract and in accordance with these Terms of Purchase.

3. The Provider is obliged to deliver the Subject of Performance in the quality, quantity, form, time and packaged (if applicable) in accordance with the Contract and the requirements of PPS Group, to PPS Group's premises or such other location as may be specified by PPS Group in the Contract.

4. The Provider is obliged to deliver the Subject of Performance without any defects, complying with all contractual conditions, specifications, technical documentation and other documents, applicable European Union and technical standards, generally binding legal regulations, and without legal defects.

5. The Provider warrants that the delivered Subject of Performance meets all the standards and technical conditions applicable in the Slovak Republic, which the Provider will prove at the request of PPS Group by submitting certificates and confirmations applicable to the Slovak Republic. The Provider undertakes to compensate PPS Group for any damage resulting from the breach or falsity of this warranty.

6. Upon delivery of the Subject of Performance to the Place of Delivery, the Provider is obliged to produce and hand over to PPS Group mainly the following documents:

a) a delivery note specifying the exact quantity and type of delivered items and PPS Group's order number;

b) documents enabling proper takeover and use of the Subject of Performance;

c) certificates and confirmations for the Subject of Performance;

d) measurement reports for the values prescribed in the drawings documentation of the Subject of Performance;

e) in the case of welded products, reports on the quality of welds in accordance with the prescribed standards.

7. If the Subject of Performance is a sample, the Provider is obliged to, upon delivery of the sample to the Place of Delivery, produce and hand over to PPS Group, in addition to the documents listed in paragraph 6 of this Article of these Terms of Purchase, also the following documents:

a) measurement reports for all values prescribed in the drawings documentation of the sample in question;

b) for welded products, quality reports for all welds in accordance with the standards prescribed in the drawings documentation of the sample in question (or pursuant to the technological procedures of the client ordering the samples).

8. The Provider is obliged to inform PPS Group of the specific dates of Installation of the Subject of Performance, training of PPS Group's operating personnel, and the acceptance procedure at least 5 working days in advance.

9. The acceptance procedure is to take place at the Place of Delivery by carrying out an acceptance test, if the Parties agree in a Contract to carry out an acceptance test in the presence of representatives of the Provider and PPS Group, who are to draw up an acceptance report about the acceptance test and the result of the acceptance procedure.

10. The Provider is obliged to notify PPS Group at least five (5) working days in advance of the date and time of the acceptance tests.

11. The subject of the acceptance test for the delivered Subject of Performance (hereinafter the "**Acceptance Tests**") is the verification of operability, functions and properties of the Subject of Performance, of conformity between the technical and operational parameters and the specifications of the Subject of Performance specified in the Contract or agreed in writing by the Parties, of all documentation relating to the Subject of Performance, and of training of operating personnel confirmed by a training report.

12. The proper handover of the Subject of Performance by the Provider is confirmed by the Parties by signing the acceptance report (hereinafter the "**Acceptance Report**"), if the Parties agree on the signing of the Acceptance Report

in the Contract. By signing the Acceptance Report, the Parties confirm that the Subject of Performance has been duly handed over to PPS Group in working order without defects, fit for its proper use, and that the services provided in connection with the delivery of the Subject of Performance have been duly provided.

13. In the event that during the acceptance procedure defects and deficiencies are detected in the Subject of Performance, the Provider is obliged to remedy these defects and deficiencies within 15 days after the acceptance procedure, unless the Parties agree otherwise. The Parties are to agree on an alternative date for the acceptance procedure; the delivery date set forth in the Contract is not affected thereby.

14. If the Provider is late with the delivery of the Subject of Performance to PPS Group, PPS Group is entitled to a contractual penalty of 0.1% of the price of the Subject of Performance for each, even incomplete, day of delay. If the Provider is more than 30 days late with delivery of the Subject of Performance or if the Provider repeatedly breaches its obligation to deliver the Subject of Performance properly and/or on time in accordance with the orders received on the basis of a recurrent performance contract, PPS Group has the right to withdraw from the Contract.

15. If it is expressly agreed in a Contract that it is a so-called fixed contract, it is deemed that PPS Group is not interested in late delivery of the Subject of Performance. The effects of withdrawal from the Contract commence on the date of commencement of the Provider's delay in delivering the Subject of Performance, and the Provider is obliged to pay to **PPS Group** a contractual penalty of 30% of the agreed price of the Subject of Performance delivered late, unless otherwise agreed. If the Provider delivers the Subject of Performance after the agreed date, PPS Group is entitled to take over or not to take over such a Subject of Performance at its sole discretion and, in the event of takeover, the Parties are governed by the terms and conditions agreed in the Contract.

VIII. Title and risk of damage

1. The title to the Subject of Performance passes to PPS Group upon delivery of the Subject of Performance.

2. If a Contract expressly provides an INCOTERMS 2020 delivery clause, the risk of damage to the Subject of Performance passes in accordance with the content of the agreed INCOTERMS 2020 delivery clause.

3. If a Contract does not specify an INCOTERMS 2020 delivery clause, the risk of damage to the Subject of Performance passes to PPS Group at the moment of delivery of the Subject of Performance. The risk of damage to the Subject of Performance to be used in the final product manufactured by PPS Group passes to PPS Group at the moment when the final product of PPS Group, in which the Provider's Subject of Performance is used, is verified by quality control before PPS Group's final product is stored for delivery to PPS Group's customer.

4. The Provider is liable for damage incurred by PPS Group caused by damage to, destruction, loss or theft of the Subject of Performance until the risk of damage to the Subject of Performance passes to PPS Group.

5. The Provider as a warehouse operator is responsible for the items taken over from PPS Group for the purpose of processing them in the performance of the work.

IX. Guarantee and liability for defects

1. By guaranteeing the quality of the Subject of Performance, the Provider warrants that the delivered Subject of Performance will be fit for use for the agreed purpose or for the purpose for which it is normally used for and that it will retain all the required properties as specified in the Contract or the usual characteristics (the "**Quality Guarantee**").

2. The Provider provides the PPS Group with a warranty for:

a) a Subject of Performance not covered by points (b) and (c) below, for a period of 24 months from the date of delivery of the Subject of Performance to PPS Group;

b) structures for a period of 5 years from the date of delivery;

c) goods and services that will be incorporated in construction, road or mining machinery or other equipment that will be supplied to the end customer, for a period of 24 months from the date of delivery to the end customer, but not exceeding 48 months from the date of delivery of the goods or services to PPS Group.

3. The warranty period is extended by the period from the date of delivery of a defect claim to the Provider until the date of proper removal of the claimed defect.

4. The Quality Guarantee does not apply to defects in the Subject of Performance if:

a) they are caused by unprofessional commissioning, except for commissioning by the Provider or a third party authorised by the Provider;

b) they are caused by unprofessional interventions or changes in the Subject of Performance carried out by PPS Group or third parties without the Provider's prior written consent;

c) PPS Group fails to comply with the instructions for use of the Subject of Performance, provided that the instructions for use of the Subject of Performance have been supplied to PPS Group before the use of the Subject of Performance;

d) the Subject of Performance is used despite the fact that the defects have not been remedied and the Provider has not consented to the use;

e) the Subject of Performance is used by a person who has not been trained to use the Subject of Performance.

If the Provider breaches its obligation to hand over the instructions for operation or other handling of the Subject of Performance to PPS Group in advance in written form, provided that this is customary for the Subject of Performance, paragraphs 4(a), (b) and (c) of this Article of these Terms of Purchase do not apply.

5. The PPS Group is obliged to notify obvious defects in the Subject of Performance, which could be detected during takeover of the Subject of Performance, to the Provider without undue delay, at the latest within ten (10) working days after takeover of the Subject of Performance. PPS Group is obliged to notify the Provider of any other defects in the Subject of Performance that become apparent during the warranty period without delay, at the latest within ten (10) working days after their discovery.

6. PPS Group is obliged to notify the Provider of any

defects in the Subject of Performance in writing with the identification details of PPS Group, identification of the Subject of Performance, and a brief description of the defect found (hereinafter the "**Warranty Claim**").

7. The Provider is obliged to communicate its position on the claimed defects within five (5) working days after delivery of a written notification from PPS Group of defects in the Subject of Performance.

8. The Provider is obliged to remedy defects in the Subject of Performance within a period of time appropriate to the nature of the defects, at the latest within thirty (30) days from the date of receipt of PPS Group's written notification of defects in the Subject of Performance or from the date of delivery of defective sample reports, if the Subject of Performance included a sample, and unless the Parties agree otherwise.

9. The Provider is obliged to remedy defects in the Subject of Performance as follows:

- a) by completing the quantity of the missing Subject of Performance;
- b) by providing a spare Subject of Performance;
- c) by repairing the defective Subject of Performance; or
- d) by granting a discount on the price of the Subject of Performance.

10. PPS Group is also entitled to repair the defective Subject of Performance itself, or with the use of a third party at the Provider's expense, and it is entitled to set off the costs of such repair against the price for the defective Subject of Performance delivered. For this purpose, PPS Group's price list of works in force at the time of carrying out the works will be used.

11. The manner in which the Warranty Claim is to be handled will be determined by PPS Group within five (5) working days after receipt of the Provider's written opinion on the defect in the Subject of Performance pursuant to paragraph 7 of this Article of these Terms of Purchase, and it will inform the Provider thereof in writing; the manner of remedying the defects determined by PPS Group is binding on the Provider.

12. If the Provider is late with remedying the defects in the Subject of Performance, the Provider undertakes to pay PPS Group a contractual penalty of 0.05% of the price of the claimed Subject of Performance for each, even incomplete, day of delay.

13. If the Provider is late with remedying the defects in the Subject of Performance, the due dates of the Provider's unpaid invoices related to the claimed Subject of Performance are extended by the period from the date of the Warranty Claim until the defects have been remedied.

14. If the Provider is more than thirty (30) days late with remedying defects in the Subject of Performance, the PPS Group has the right to withdraw from the Contract. If the Provider is late with remedying the defects in a sample, PPS Group has the right to withdraw from the Contract and the Provider is not entitled to reimbursement of any costs incurred in connection with the performance of the Contract.

15. PPS Group is entitled to use the Subject of Performance, even if it is defective and the Provider agrees to such use.

16. PPS Group is entitled to charge the Provider a lump-sum compensation of EUR 40 per Warranty Claim for drawing up claim documents.

17. If, as a result of the delivery of a defective Subject of Performance which does not comply with the terms and conditions of a Contract, PPS Group incurs damage or costs of any kind, the Provider undertakes to compensate PPS Group in full for such damage or costs.

18. The application of Section 428(1) of the Commercial Code is excluded in the performance of the Contract.

19. In the event of a dispute between the Parties as to the existence of a defect in the Subject of Performance, the Parties agree to endeavour to resolve the dispute within 30 days after the date of notification of the defect to the Provider. During this period, PPS Group undertakes to store at its own expense the Subject of Performance so delivered. After this period, PPS Group is entitled to store the delivered Subject of Performance at the Provider's expense, scrap it at the Provider's expense, or send it back to the Provider at its expense.

20. The Provider is not liable for defects in the Subject of Performance if these are caused by the use of items handed over to it by PPS Group and the Provider could not have ascertained the unsuitability of these items even with the exercise of due diligence, or the Provider had notified PPS Group in writing thereof and PPS Group insisted on their use. The Provider is not liable for defects caused by compliance with inappropriate instructions given to it by PPS Group if the Provider has drawn the inappropriateness of these instructions to the attention of PPS Group in writing and the latter has insisted on compliance with them.

21. No limitation or cap on the amount of damages applies to the Provider's liability for damage caused by a defective product within the meaning of Act No. 294/1999 Coll., as amended.

X. Payment terms

1. PPS Group undertakes to pay the Provider the price for the Subject of Performance pursuant to the terms and conditions set forth in the Contract.

2. The price of the Subject of Performance is agreed in accordance with Act No. 18/1996 Coll. on Prices, as amended. The agreed price stated in the Contract is exclusive of VAT. VAT will be added to the price in accordance with generally binding legal regulations. All costs are included in the price of the Subject of Performance, unless otherwise agreed in writing between PPS Group and the Provider.

3. The price of the Subject of Performance is paid by wire transfer to the Provider's account specified in the Contract. The obligation of PPS Group to pay the price for the Subject of Performance is deemed fulfilled at the moment when the funds are debited from PPS Group's account in favour of the Provider's account.

4. The due date for payment of the price of the Subject of Performance is 90 days from the date of delivery of a tax document – invoice in electronic format to PPS Group, unless otherwise agreed. The Provider is obliged to issue and deliver the invoice to PPS Group electronically to invoices@ppsgroup.sk in the Portable Document Format (PDF) with a recommended resolution of 300dpi.

5. Unless otherwise agreed in the Contract, the Provider becomes entitled to payment of the price of the Subject of Performance upon delivery thereof to PPS Group in

accordance with the terms of the Contract and these Terms of Purchase.

6. In the event that the Subject of Performance is a sample, the Provider becomes entitled to payment of the price upon confirmation by PPS Group's Quality Department that the sample meets all the parameters of the Contract and the technical documentation.

7. Unless otherwise agreed, in the case of delivery of the Subject of Performance in parts, the Provider becomes entitled to payment of the price of the Subject of Performance only after delivery of the entire Subject of Performance or its entire quantity in accordance with the Contract.

8. The Provider issues an invoice for payment of the price of the Subject of Performance. The basis for issuing an invoice for payment of the price of the Subject of Performance is the confirmation of takeover of the Subject of Performance by PPS Group, if issued by PPS Group to the Provider, which will form an attachment to the invoice.

9. If the tax document – invoice does not meet the requirements of special legal regulations (in particular Act No. 222/2004 Coll. on Value Added Tax, as amended), PPS Group returns the tax document – invoice to the Provider for correction, indicating also the deficiencies of the invoice. In such a case, a new payment period begins after delivery of the corrected tax document – invoice.

10. The Parties expressly agree that PPS Group has the right to set off any of its due and/or non-due and/or time-barred receivables against the Provider's due and/or non-due receivables against PPS Group, irrespective of whether they arise under a Contract, other legal transaction or other legal fact.

11. The Provider is not entitled to assign any of its rights (including receivables) and/or obligations arising under the Contract to a third party without the prior written consent of PPS Group.

12. The Provider is not entitled to unilaterally set off its pecuniary receivable against the receivables of PPS Group without the prior written consent of PPS Group.

13. In the event that PPS Group is late with the payment of the price of the Subject of Performance, the Provider is entitled to interest on late payment in the amount set by generally binding legal regulations of the Slovak Republic.

14. In the event that even after providing an additional period of 30 days for payment of the price of the Subject of Performance, PPS Group is in arrears with payment of the price of the Subject of Performance for more than 60 days, the Provider has the right to withdraw from the Contract.

XI. Waste management

1. If any waste is generated in connection with the delivery of the Subject of Performance on the premises of the PPS Group, the Provider is obliged to weigh it on the PPS Group's scale, to properly dispose of this waste in accordance with Act No. 79/2015 Coll. on Waste and on Amendments to Certain Acts, as amended, and to prove the proper disposal of this waste in the quantity determined by weighing on the PPS Group's scale by means of a certificate from a person authorised to collect and process waste.

2. The costs associated with the disposal or recycling of the packaging material and the means of securing and protecting the Subject of Performance during transport are

borne by the Provider.

3. PPS Group is entitled to withhold payment of the invoice issued by the Provider for the price of the Subject of Performance until such time as the obligations provided in paragraphs 1 and 2 of this Article of these Terms of Purchase have been demonstrably fulfilled.

4. The Provider is not entitled to leave any waste anywhere on the PPS premises, not even in containers designated for that purpose.

5. If the Provider leaves waste which it is obliged to dispose of pursuant to paragraphs 1 and 2 of this Article of these Terms of Purchase on the PPS premises, including in containers designated for that purpose, the Provider undertakes to pay to PPS Group a contractual penalty of EUR 5,000 for each individual case of leaving waste on the PPS premises, including in containers designated for that purpose.

6. If the Provider fails to weigh the waste generated in connection with the delivery of the Subject of Performance on the PPS premises within the meaning of paragraph 1 of this Article of these Terms of Purchase, the Provider undertakes to pay the PPS Group a contractual penalty of EUR 1,000.

7. If the Provider breaches any of its obligations under this Article XI of these Terms of Purchase, with the exception of obligations sanctioned by a contractual penalty pursuant to paragraphs 5 and 6 of this Article of these Terms of Purchase, the Provider undertakes to pay to PPS Group, at the behest of PPS Group, a contractual penalty of EUR 25,000 for each individual breach.

8. PPS Group is entitled to withdraw from a Contract if the Provider breaches any of its obligations set forth in this Article of these Terms of Purchase.

XII. Force majeure

1. Neither Party is liable for damage nor is it in default if these are due to a delay in the performance of an obligation of the other Party or to circumstances excluding liability (Section 374 of the Commercial Code).

2. Each Party undertakes to notify the other Party without undue delay of the occurrence of circumstances excluding liability preventing the proper performance of a Contract. Each Party undertakes to use its best endeavours to avert and overcome circumstances excluding liability.

3. Circumstances excluding liability include, but are not limited to, war, invasion, acts of a foreign enemy, acts of foreign hostility, civil war, rebellion, revolutionary insurrection of the population, the result of a military or usurping power, of confiscation or nationalisation or seizure or destruction by order of, or in execution of an order of, governmental or other public authorities, the consequences of the operation of any military weapon employing nuclear fission or radioactive force, whether in time of peace or war, accidents, natural disasters, prolonged power cuts, crises and/or other exceptional circumstances. However, an unfavourable economic situation of a Party is not deemed force majeure.

XIII. Confidential information

1. For the purposes of Contracts, all information in any form relating to the performance of the Parties' obligations under a Contract, in particular information on the terms and conditions of the Contract, on related negotiations, i.e.

information to the extent of facts of a commercial, legal, operational, technical, documentary, informative or other nature relating in any way to the Parties, which comes into the possession of the other Party in connection with the Contract or if the other Party acquires knowledge of its content, even before the conclusion of the Contract, whether verbally, in writing, electronically or in any other form. Confidential information also includes any non-public, technical, commercial or other information that a Party designates as confidential or that is to be treated as confidential in the light of the circumstances known to the other Party when the information is provided, or any information the nature of which would indicate to any person that it is confidential. Confidential information includes any technical, business or commercial information relating to a Party, drawings documentation, specifications, plans, blueprints, sketches, models, samples, data, computer programs, software, or documentation in any form, whether tangibly captured or verbally provided, as well as information received from a person other than a Party and relating to the performance of obligations under a Contract, provided that such a person is bound to treat it as confidential. Information about a Party's circumstances, products, processes and performance is also deemed confidential information. The Parties are not entitled to use confidential information contrary to its purpose for their own purposes.

2. The Parties undertake to maintain the confidentiality of all facts and information of which they have become aware for the purpose of fulfilling their obligations under the Contract, even after the termination of the Contract.

3. The Parties undertake not to use confidential information for any purpose other than the performance of their obligations under the Contract and not to disclose it to any third party, except as required by law or by a final and enforceable order of a court or other public authority.

4. Confidential information does not include information that:

a) is or becomes publicly available without breach of the obligations set forth in paragraphs 1 to 3 of this Article of these Terms of Purchase by either Party;

b) was already known to the Parties prior to the conclusion of the Contract and was not obtained by the Parties on condition of confidentiality or non-use;

c) was obtained by the Parties from third parties without condition of confidentiality or non-use.

5. The obligation of confidentiality and the obligation to protect confidential information does not apply to the disclosure of confidential information:

a) to third parties who provide legal, accounting, tax or other advisory services to the Parties, if such persons are contractually or legally bound by a duty of confidentiality with respect to such information;

b) to third parties through whom the Parties fulfil their obligations under a Contract, provided that such persons are bound by a duty of confidentiality to a similar extent;

c) to a competent judicial, arbitral or other competent decision-making body in connection with any judicial or arbitral proceedings arising out of and in connection with the commercial relations between the Parties;

d) in accordance with legal regulations under which a Party is obliged or required to act.

6. The Parties undertake to protect confidential

information concerning the other Party at least to the same extent as their own confidential information and undertake to impose the same obligation of confidentiality on their respective organisational units, managers and employees, as well as on any subcontractors who come into contact with confidential information, and the Parties are fully liable for any breach of this obligation by such persons.

7. The Provider is obliged to respect all intellectual and/or industrial property rights related to the confidential information provided.

8. In the event of a breach of the obligation of confidentiality and/or the obligation to protect confidential information, the injured Party is entitled to damages against the breaching Party.

9. The obligation of confidentiality continues irrespective of the termination of a Contract and also passes to any legal successors of the Parties.

10. Upon termination of a Contract or upon written request of PPS Group, the Provider is obliged to return all confidential information and copies thereof or, at the option of PPS Group, destroy all confidential information and prove in writing that all such information has been destroyed within a time period set by PPS Group.

XIV. Delivery

1. The Parties agree that any communication between them will be in writing, unless a Contract expressly provides otherwise in specific cases. The written form is deemed complied with even in the case of electronic mail without a certified electronic signature, except for amendments to a Contract and acts leading to its termination.

2. Delivery of documents in writing is made by post or courier to the addresses of the Parties specified in the Contract. A document is deemed duly delivered upon its acceptance by the other Party, upon the other Party's refusal to accept the document, or upon the expiry of five (5) working days from the date of dispatch of the document, even if the addressee has not become aware of it, whichever occurs first.

3. In the case of electronic delivery of a document by email, the other Party is obliged to promptly acknowledge receipt of the document in a demonstrable form (by email). The document is deemed delivered at the moment of acknowledgement of receipt. In the event of failure to acknowledge receipt of the document delivered electronically by email, the document is deemed delivered on the next working day following the day on which the document is proven to have been sent to the email address of the other Party.

XV. Common and final provisions

1. These Terms of Purchase, any Contract(s), as well as the contractual and other legal relations between the Parties arising therefrom are governed by the legal order of the Slovak Republic, in particular Act No. 513/1991 Coll., the Commercial Code, as amended. If a Contract has an international element, the Parties agree that it is governed by the legal order of the Slovak Republic. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

2. In the event of a dispute between the Parties, the Parties undertake to resolve such a dispute primarily by

mutual agreement. Unless mutually agreed and expressly stated otherwise in the Contract, all disputes arising out of these Terms of Purchase, any Contract(s), as well as any contractual and other legal relations between the Parties arising thereunder, are settled before a general court of the Slovak Republic having subject matter jurisdiction. In the event of a dispute with a third party relating to these Terms of Purchase, the Parties agree to cooperate with each other to protect their interests and rights while preserving the reputation of PPS Group.

If the Provider has failed to fulfil any of the obligations set forth in the Contract or these Terms of Purchase, even within an additional period of time provided, PPS Group becomes entitled to demand payment of a contractual penalty of 10% of the price of the Subject of Performance for each individual breach of any of the above obligations and to withdraw from the Contract.

3. The PPS Group is liable to the Provider for damage arising out of a Contract and/or these Terms of Purchase up to a maximum of 15% of the price of the Subject of Performance; it is not liable to the Provider for lost profits.

4. The Parties agree that a Contract may be withdrawn from only in cases expressly provided in the Contract or these Terms of Purchase. Withdrawal from a Contract is effective from the date of delivery of a written withdrawal to the other Party.

5. The exercise of the right to a contractual penalty under these Terms of Purchase or a Contract is without prejudice to PPS Group's right to full compensation for damage, even if such damage exceeds the amount of the contractual penalty, i.e. PPS Group is entitled to claim damages from the Provider in full in addition to the contractual penalty.

6. The Provider is entitled to fulfil its obligations under a Contract through subcontractors only with the prior written consent of PPS Group. The Provider is responsible for the fulfillment of its obligations under the Contract through subcontractors in the same way as if it would fulfil them itself.

7. The Parties are obliged to notify each other without delay of any changes to their identification details, including tax identification, as well as any other data necessary for the fulfilment of the Parties' obligations.

8. In the event of default by the Provider in the performance of its obligations towards the PPS Group, the PPS Group is entitled not to commence the performance of its obligations towards the Provider, or to discontinue their performance, including performance of obligations under contractual relations where no default by the Provider has occurred.

9. PPS Group reserves the right to change, cancel, modify or replace these Terms of Purchase at any time at its sole discretion; PPS Group informs about the change to these Terms of Purchase no later than 15 days prior to the proposed effective date of the change by posting the change on its website. Where a change under the preceding sentence concerns the Provider and the Provider notifies PPS Group of its rejection of the change in writing no later than the day before the date on which the change is proposed to take effect, PPS Group will negotiate with the Provider the terms and conditions for the continuation or termination of their mutual contractual relationship. If the Provider does not notify its disagreement with the proposed change pursuant to this paragraph of these Terms of Purchase, the change to these

Terms of Purchase applies to the already concluded contractual relationship between PPS Group and the Provider.

10. The Code of Conduct for Providers, which forms Annex 1 hereto, is an integral part of these Terms of Purchase.

11. These Terms of Purchase are drawn up in the Slovak language. If these Terms of Purchase are also drawn up in another language version, the Slovak version is decisive in case of any doubts in interpretation.

12. These Terms of Purchase come into force and effect on 1 October 2023.

2. PART

General Terms and Conditions of Sale

I. Introductory provisions

1. These General Terms and Conditions of Sale (hereinafter the "**Terms of Sale**") of PPS Group a.s., company ID: 36 011 509, registered office at Tajovského 7, 962 12 Detva, registered in the Commercial Register kept by the Banská Bystrica District Court, section: Sa, insert number: 735/S (hereinafter "**PPS Group**"), regulate all legal relations between PPS Group and legal entities or natural persons – entrepreneurs (hereinafter the "**Customer**") the subject of which is the provision of goods or services by PPS Group to the Customer (the PPS Group and the Customer hereinafter jointly the "**Parties**").

2. These Terms of Sale form an integral part of all contracts concluded between the Parties. By signing a contract, the Customer confirms that it has read these Terms of Sale.

3. In the event of any inconsistency between the provisions of a contract concluded between the Parties and these Terms of Sale, the provisions of the contract prevail. Any deviations from these Terms of Sale must be agreed in writing in the contract.

4. For the avoidance of doubt, these Terms of Sale do not apply to legal relationships in which PPS Group acts in the legal capacity of buyer or client.

II. Subject of these Terms of Sale

1. These Terms of Sale govern the rights and obligations of the Parties in Contracts:

- a) under which PPS Group undertakes to deliver movable items (goods) to the Customer and to transfer the title to these items to the Customer, and the Customer undertakes to pay the purchase price;
- b) under which PPS Group undertakes to perform certain work or provide services, and the Customer undertakes to pay the price for the performance of the work or provision of the services.

III. Subject of performance

1. PPS Group provides mainly the following goods and services:

- a) welded steel structures and their components, parts, materials, articles, spare parts (hereinafter "**Goods**"); if it follows from the nature of the item, a part thereof is also deemed to be Goods;
- b) manufacture of Goods according to the Customer's requirements, and assembly of Goods;

(individual Goods and services specified in a contract or these Terms of Sale are hereinafter also referred to as the "**Subject of Performance**").

2. If the Subject of Performance between the PPS Group and the Customer consists of:

- a) provision of Goods under paragraph 1(a) of this Article of these Terms of Sale manufactured by PPS Group, the contract between the Customer and PPS Group is a

purchase contract with PPS Group in the position of the seller and the Customer in the position of the buyer;

- b) provision under paragraph 1(b) of this Article of these Terms of Sale, the contract is a works contract with PPS Group in the position of the contractor and the Customer in the position of the client.

Other relationships will be judged according to the legal relationship closest to the relationship between the Parties.

IV. Pre-contractual negotiations, order and order confirmation

1. Prior to the conclusion of a contract, PPS Group and the Customer agree at least on the following:

- a) the type of the Subject of Performance under Article III(1) of these Terms of Sale;
- b) the technical and operational specification of the Subject of Performance;
- c) the place of delivery of the Subject of Performance (hereinafter the "**Place of Delivery**");
- d) the price of the Subject of Performance and its due date, or the amount and due date of an advance payment, the amount and due date of individual instalments of the price of the Subject of Performance, the guarantee of payment of the price of the Subject of Performance;
- e) the deadline for the provision of the Subject of Performance to the Customer;
- f) the manner of handing over and taking over of the Subject of Performance;
- g) the conditions of necessary cooperation on the part of the Customer;
- h) the INCOTERMS 2020 delivery clause or the rights and obligations of PPS Group and the Customer in the provision of the Subject of Performance, including the transport conditions and the method of payment of all costs related to the delivery and insurance of the Subject of Performance in the event that PPS Group and the Customer do not agree on an INCOTERMS 2020 delivery clause.

2. PPS Group will send the Customer a draft contract documentation unless PPS Group and the Customer agree otherwise; the draft contract documentation consists of an order template and/or an applicable contract template and contains, in particular, the facts listed in paragraph 1 of this Article of these Terms of Sale. PPS Group and the Customer acknowledge that a written contract in the form of a single instrument is not required for the creation of a contractual relationship between PPS Group and the Customer; the Customer's order and PPS Group's confirmation of the order are sufficient.

3. If the Parties conclude a written contract in the form of a single instrument, they will regulate their mutual rights and obligations in the contract; the provisions of Article I(2) and (3) of these Terms of Sale are not affected thereby.

4. If the Parties do not conclude a contract pursuant to the preceding paragraph 3, the Customer will send an order to PPS Group, which will be deemed a proposal for the conclusion of a contract. The order must be signed by persons authorised to act on behalf of the Customer and sent to PPS Group by email, post or courier. If the order is sent by post or courier, it must be delivered to PPS Group in two (2) written counterparts.

5. A contract between PPS Group and the Customer (hereinafter the "**Contract**") is deemed concluded at the moment of confirmation of the order by PPS Group, i.e. the moment when the order is accepted, signed and delivered by PPS Group to the Customer (hereinafter the "**Order Confirmation**"). PPS Group is entitled to send the Order Confirmation to the Customer by email, post or courier.

6. A Contract supersedes all previous agreements concluded between PPS Group and the Customer to the extent provided for in the Contract.

7. These Terms of Sale become an integral part of a Contract upon Order Confirmation by the PPS Group; other terms and conditions set by the Customer in the Customer's forms or proposals will only be used if PPS Group agrees to their use in writing in advance.

8. Unless these Terms of Sale expressly provide otherwise, a Contract may only be amended in the form of written addenda.

V. Manufacturing quality assurance

1. PPS Group undertakes to maintain effective quality assurance systems and processes designed to ensure the delivery of the Subject of Performance in accordance with the terms of a Contract. PPS Group undertakes to comply with the ISO 9001 quality management system standard or an equivalent system standard. PPS Group will bear all costs to obtain and maintain its quality assurance systems and processes and to comply with and be certified to ISO 9001 or a similar system standard.

2. If PPS Group is unable to comply with a specification set forth in a Contract during the manufacturing process, it is to immediately inform the Customer in writing.

3. Any technical changes to the Subject of Performance will only be made with the prior written consent of the Customer.

4. PPS Group represents that it has at its disposal all the measuring equipment necessary for the inspection of the Subject of Performance. The measuring equipment is regularly monitored, calibrated and maintained. Upon request of the Customer, PPS Group will provide the Customer with measurement reports, including retrospectively, for a period of up to five (5) years after measurement.

VI. Delivery of the Subject of Performance

1. PPS Group is obliged to:

a) properly mark the Subject of Performance with a business name, product number, product name, quantity, date of manufacture, the Customer's order number, or other information required by generally binding legal regulations;

b) properly pack the Subject of Performance in the usual manner; the packaging material of the Subject of Performance is not returnable, and the costs associated

with the disposal or recycling of the packaging material are borne by the Customer;

c) inform the Customer of the specific date of delivery of the Subject of Performance at least ten (10) days in advance provided that the transport of the Subject of Performance is the responsibility of PPS Group;

d) provided that the transport of the Subject of Performance is the responsibility of the Customer, inform the Customer at least ten (10) days in advance of the specific date on which the Subject of Performance will be ready for handover to the carrier designated by the Customer;

e) deliver the Subject of Performance to the Customer properly and on time, and conforming to the technical and operational specification.

2. The Customer is obliged to:

a) provided that the transport of the Subject of Performance is the responsibility of the Customer, inform PPS Group of all facts relating to the carrier's takeover of the Subject of Performance no later than five (5) days after receipt of PPS Group's notification of the readiness of the Subject of Performance for handover to the carrier pursuant to paragraph 1(d) of this Article of these Terms of Sale;

b) take over, properly and on time, the delivered Subject of Performance or part thereof;

c) provide properly and on time PPS Group with all necessary assistance to fulfil its obligations under a Contract;

d) reimburse PPS Group for all costs incurred by it due to the Customer's failure to ensure timely and proper transport of the Subject of Performance. provided that the Customer was obliged to do so under a Contract and/or the Customer breached its obligation provided in paragraph 2(b) of this Article of these Terms of Sale.

3. The obligation of PPS Group to deliver the Subject of Performance to the Customer is deemed fulfilled on the date on which:

a) the Customer takes over the Subject of Performance from the carrier, provided that PPS Group was obliged to ensure the transport of the Subject of Performance;

b) the carrier designated by the Customer takes over the Subject of Performance from PPS Group, provided that the Customer was obliged to ensure the transport of the Subject of Performance;

c) the Customer was to take over the Subject of Performance under a Contract if the Subject of Performance has not been taken over for reasons on the Customer's side;

d) the carrier designated by the Customer has not taken over the Subject of Performance from PPS Group, provided that the Customer was obliged to ensure the transport of the Subject of Performance.

4. PPS Group is entitled to deliver the Subject of Performance to the Customer also in parts as well as before the agreed date and the Customer is obliged to accept such performance.

5. PPS Group is not late with the delivery of the Subject of Performance during:

a) a default by the Customer in the performance of its obligation towards PPS Group, including performance under a different Contract;

b) the existence of obstacles in the nature of force majeure or obstacles that prevent performance under a Contract if these were not caused by PPS Group; PPS Group is obliged to inform the Customer of the existence of obstacles without delay.

6. PPS Group is entitled to demand from the Customer the payment of a contractual penalty of 0.1% of the price of the Subject of Performance for each day of delay by the Customer in fulfilling its obligation, which results in the impossibility of delivery of the Subject of Performance by PPS Group to the Customer within the delivery deadline.

VII. Risk of damage and title

1. If a Contract expressly provides an INCOTERMS 2020 delivery clause, the risk of damage to the Subject of Performance passes in accordance with the content of the agreed INCOTERMS 2020 delivery clause.

2. If a Contract does not specify an INCOTERMS 2020 delivery clause, the risk of damage to the Subject of Performance passes to the Customer on the day of delivery of the Subject of Performance.

3. The Customer acquires title to the Subject of Performance upon payment of the full price of the Subject of Performance.

4. If the delivered Subject of Performance is damaged, destroyed or stolen and the Customer has not acquired the title thereto or a third party claims rights to that Subject of Performance, the Customer is obliged to immediately inform PPS Group in writing of this fact.

5. If the Customer has not acquired the title to the delivered Subject of Performance, it is obliged to insure the Subject of Performance at its own expense until it acquires the title; the terms of the insurance, which the Customer is obliged to comply with, are determined by PPS Group.

VIII. Quality guarantee, liability for defects and compensation for damage

1. By guaranteeing the quality of the Subject of Performance, PPS Group warrants that the delivered Subject of Performance will be fit for use for the agreed purpose and will retain the usual characteristics (the "Quality Guarantee").

2. PPS Group provides the Customer with a warranty for:

a) a Subject of Performance not covered by the arrangement under point (b) of this paragraph, for a period of twelve (12) months from the date of delivery of the Subject of Performance;

b) spare parts for a period of six (6) months from the delivery of the spare part; under the warranty; the original replaced parts of the Subject of Performance become PPS Group's property.

3. PPS Group is not liable for defects in the Subject of Performance if:

a) these are caused by unprofessional interventions or changes in the Subject of Performance carried out by the Customer or third parties without PPS Group's prior written consent;

b) these are caused by the use of items handed over to PPS Group by the Customer and PPS Group could not have ascertained the unsuitability of these items even with the exercise of due diligence, or PPS Group had notified the Customer in writing thereof and the Customer insisted on their use;

c) these are caused by compliance with inappropriate instructions given by the Customer provided that PPS Group has drawn the inappropriateness of these instructions to the attention of the Customer in writing and the latter has insisted on compliance with them;

d) the Customer uses the Subject of Performance contrary to its intended use and contrary to the technical and operational documentation;

e) the Subject of Performance is used without the prior written consent of PPS Group, even though the defects have not been remedied.

4. The warranty does not apply to parts of the Subject of Performance that wear out due to normal use.

5. The Customer is obliged to notify obvious defects in the Subject of Performance detected upon delivery thereof to PPS Group without undue delay, at the latest within three (3) working days after delivery of the Subject of Performance by PPS Group. The Customer is obliged to notify other defects in the Subject of Performance not detected upon delivery thereof to PPS Group immediately after their detection, but no later than three (3) working days after their detection. If the Customer fails to notify the defects within the time limit and in the agreed manner, its claims under the Quality Guarantee or liability for defects in the Subject of Performance are extinguished.

6. The Customer is obliged to notify PPS Group of any defects in the Subject of Performance in writing, providing the identification details of the Customer, the Subject of Performance, a brief description of the defect found, or photographic documentation. A written notification of defects (claim) may be sent by email to the PPS Group's email address sales@ppsgroup.sk or quality@ppsgroup.sk, or by post or courier to the PPS Group's address.

7. PPS Group is obliged to remedy defects in the Subject of Performance within a period of time appropriate to the nature of the defects, no later than thirty (30) days from the date of a justified claim, unless the Parties agree otherwise. The above does not apply to claims relating to parts of the Subject of Performance supplied by a third party; any defects therein will be remedied within a period of time depending on the cooperation of the third party. The method of remedying the defects in the Subject of Performance is determined by PPS Group and is binding on the Customer. If PPS Group is late with remedying a defect on the basis of a justified claim for more than 30 days, the Customer has the right to demand a reasonable discount on the price of the defective part of the Subject of Performance or to withdraw from the Contract.

8. The Customer is not entitled to assign claims under the Quality Guarantee to a third party.

IX. Payment terms

1. The Customer is obliged to pay PPS Group the price for the Subject of Performance pursuant to the terms and conditions set forth in a Contract.

2. The price of the Subject of Performance is agreed in accordance with Act No. 18/1996 Coll. on Prices, as

amended. The agreed price stated in the Contract is exclusive of VAT. VAT will be added to the price in accordance with generally binding legal regulations. All costs are included in the price of the Subject of Performance, unless otherwise agreed in writing between the Parties.

3. The price of the Subject of Performance is paid by wire transfer to the PPS Group's account specified in a Contract. The Customer's obligation to pay the price for the Subject of Performance is deemed fulfilled when the funds are credited to the PPS Group's account.

4. PPS Group issues an invoice for payment of the price of the Subject of Performance. The due date for payment of the price of the Subject of Performance is thirty (30) days from the date of delivery of the tax document – invoice to the Customer.

5. The right to payment of the price of the Subject of Performance arises for PPS Group at the moment of delivery of the Subject of Performance to the Customer.

6. The Parties expressly agree that PPS Group has the right to unilaterally set off any of its due and/or non-due and/or time-barred receivables against the Customer's due and/or non-due receivables against PPS Group, irrespective of whether they arise under a Contract, other legal transaction or other legal fact.

7. The Customer is not entitled to unilaterally set off its pecuniary receivable against the receivables of PPS Group without the prior written consent of PPS Group.

8. The Customer is not entitled to assign any of its rights (including receivables) and/or obligations arising under a Contract to a third party without the prior written consent of PPS Group.

9. In the event of delay by the Customer in fulfilling any pecuniary obligation towards PPS Group, PPS Group is entitled to late payment interest at the rate of 0.05% of the amount due for each day of delay.

10. If the Customer is late with the payment of the price of the Subject of Performance for over 30 days, even after an additional period of 15 days has been granted, PPS Group has the right to withdraw from a Contract.

11. PPS Group is entitled to change the price of the Subject of Performance agreed in a Contract in the event that during the execution of the Subject of Performance there is a change in the technical or technological design of the Subject of Performance due to the needs/requirements of the Customer, or there is a change in the price of input costs or a change in generally binding legal regulations affecting the price of the Subject of Performance. PPS Group is obliged to inform the Customer of such change or possibility of change without undue delay. If the increase in the price of the Subject of Performance exceeds 10% of the total original price, the Customer has the right to withdraw from the Contract. If the Customer does not withdraw from the Contract within seven (7) working days from the date on which the increase in the original price of the Subject of Performance is notified to the Customer by PPS Group, its right of withdrawal is extinguished. For any changes to the Subject of Performance requested by the Customer and approved by PPS Group, PPS Group is entitled to increase the price of the Subject of Performance without entitling the Customer to withdraw from the Contract.

12. PPS Group is entitled to demand an advance payment for the Subject of Performance or payment of the price of

the Subject of Performance in instalments. In the case of delivery of a part of the Subject of Performance that can be used by the Customer, the Customer is obliged to pay the price for the delivered part of the Subject of Performance.

13. PPS Group is entitled to require a letter of credit, bank guarantee or other similar security for the purpose of securing the timely and proper fulfilment of the Customer's obligation to pay the price of the Subject of Performance or instalment thereof (hereinafter the "**Security**"). The terms of the Security will be agreed by the Parties.

14. PPS Group is entitled to withdraw from a Contract or to require additional Security from the Customer if the Customer fails to properly and timely meet the agreed Security conditions or if it ceases to meet them throughout the required duration of the Security; PPS Group is not obliged to fulfil its obligations under the Contract until the provision of additional Security.

X. Force majeure

1. Neither Party is liable for damage nor is it in default if these are due to a delay in the performance of an obligation of the other Party or to circumstances excluding liability (Section 374 of the Commercial Code).

2. Each Party undertakes to notify the other Party without undue delay of the occurrence of circumstances excluding liability preventing the proper performance of a Contract. Each Party undertakes to use its best endeavours to avert and overcome circumstances excluding liability.

3. Circumstances excluding liability include, but are not limited to, war, invasion, acts of a foreign enemy, acts of foreign hostility, civil war, rebellion, revolutionary insurrection of the population, the result of a military or usurping power, of confiscation or nationalisation or seizure or destruction by order of, or in execution of an order of, governmental or other public authorities, the consequences of the operation of any military weapon employing nuclear fission or radioactive force, whether in time of peace or war, accidents, natural disasters, prolonged power cuts, crises and/or other exceptional circumstances. However, an unfavourable economic situation of a Party is not deemed force majeure.

4. In the event that PPS Group is unable to fulfil its obligations due to force majeure, its right to payment of the price is limited to payment of only a part of the price for the Subject of Performance actually performed.

XI. Protection of confidential information

1. For the purposes of Contracts, all information in any form relating to the performance of the Parties' obligations under a Contract, in particular information on the terms and conditions of the Contract, on related negotiations, i.e. information to the extent of facts of a commercial, legal, operational, technical, documentary, informative or other nature relating in any way to the Parties, which comes into the possession of the other Party in connection with the Contract or if any Party acquires knowledge of its content, even before the conclusion of the Contract, whether verbally, in writing, electronically or in any other form. Confidential information also includes any non-public, technical, commercial or other information that a Party designates as confidential or that is to be treated as confidential in the light of the circumstances known to the other Party when the information is provided, or any

information the nature of which would indicate to any person that it is confidential. Confidential information includes any technical, business or commercial information relating to a Party, drawings documentation, specifications, plans, blueprints, sketches, models, samples, data, computer programs, software, or documentation in any form, whether tangibly captured or verbally provided, as well as information received from a person other than a Party and relating to the performance of obligations under a Contract, provided that such a person is bound to treat it as confidential. Information about a Party's circumstances, products, processes and performance is also deemed confidential information. The Parties are not entitled to use confidential information contrary to its purpose for their own purposes.

2. The Parties undertake to maintain the confidentiality of all facts and information of which they have become aware for the purpose of fulfilling their obligations under the Contract, even after the termination of the Contract.

3. The Parties undertake not to use confidential information for any purpose other than the performance of their obligations under the Contract and not to disclose it to any third party, except as required by law or by a final and enforceable order of a court or other public authority.

4. Confidential information does not include information that:

a) is or becomes publicly available without breach of the obligations set forth in paragraphs 1 to 3 of this Article of these Terms of Sale by either Party;

b) was already known to the Parties prior to the conclusion of the Contract and was not obtained by the Parties on condition of confidentiality or non-use;

c) was obtained by the Parties from third parties without condition of confidentiality or non-use.

5. The obligation of confidentiality and the obligation to protect confidential information does not apply to the disclosure of confidential information:

a) to third parties who provide legal, accounting, tax or other advisory services to the Parties, if such persons are contractually or legally bound by a duty of confidentiality with respect to such information;

b) to third parties through whom the Parties fulfil their obligations under a Contract, provided that such persons are bound by a duty of confidentiality to a similar extent;

c) to a competent judicial, arbitral or other competent decision-making body in connection with any judicial or arbitral proceedings arising out of and in connection with the commercial relations between the Parties;

d) in accordance with legal regulations under which a Party is obliged or required to act.

6. The Parties undertake to protect confidential information concerning the other Party at least to the same extent as their own confidential information and undertake to impose the same obligation of confidentiality on their respective organisational units, managers and employees, as well as on any subcontractors who come into contact with confidential information, and the Parties are fully liable for any breach of this obligation by such persons.

7. The Parties are obliged to respect all intellectual and/or industrial property rights relating to the confidential information provided.

8. In the event of a breach of the obligation to protect confidential information, the injured Party is entitled to damages against the breaching Party.

9. The obligation of confidentiality continues irrespective of the termination of a Contract and also passes to any legal successors of the Parties.

10. Upon termination of a Contract or upon written request of PPS Group, the Customer is obliged to return all confidential information and copies thereof or, at the option of PPS Group, destroy all confidential information and prove in writing that all such information has been destroyed within a time period set by PPS Group.

XII. Communication between the Parties

1. The Parties agree that any communication between them will be in writing, unless a Contract expressly provides otherwise in specific cases. The written form is deemed complied with even in the case of electronic mail without a certified electronic signature, except for amendments to a Contract and acts leading to its termination.

2. Delivery of documents in writing is made by post or courier to the addresses of the Parties specified in a Contract. A document is deemed duly delivered upon its acceptance by the other Party, upon the other Party's refusal to accept the document, or upon the expiry of five (5) working days from the date of dispatch of the document, even if the addressee has not become aware of it, whichever is the earlier.

3. In the case of electronic delivery of a document by email, the other Party is obliged to promptly acknowledge receipt of the document in a demonstrable form (by email). The document is deemed delivered at the moment of acknowledgement of receipt. In the event of failure to acknowledge receipt of the document delivered electronically by email, the document is deemed delivered on the next working day following the day on which the document is proven to have been sent to the email address of the other Party.

XIII. General and final provisions

1. These Terms of Sale, any Contract(s), as well as all contractual and other legal relations between the Parties arising therefrom are governed by the legal order of the Slovak Republic, in particular Act No. 513/1991 Coll., the Commercial Code, as amended.

2. If a Contract has an international element, the Parties agree that it is governed by the legal order of the Slovak Republic. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.

3. In the event of a dispute between the Parties, the Parties undertake to resolve such a dispute primarily by mutual agreement. Unless mutually agreed and expressly stated otherwise in a Contract, all disputes arising out of these Terms of Sale, any Contract(s), as well as any contractual and other legal relations between the Parties arising thereunder, are settled before a general court of the Slovak Republic having subject matter jurisdiction. In the event of a dispute with a third party relating to these Terms of Sale, the Parties agree to cooperate with each other to protect their interests and rights while preserving the reputation of PPS Group and its products.

1 October 2023.

4. The Parties agree that a Contract may be withdrawn from only in cases expressly provided in the Contract or these Terms of Sale. Withdrawal from a Contract is effective from the date of delivery of a written withdrawal to the other Party.

5. If the Customer fails to fulfil any obligation set forth in a Contract and/or these Terms of Sale even within a subsequently specified period, PPS Group becomes entitled to a contractual penalty of 10% of the price of the Subject of Performance against the Customer for each individual breach of any of the above obligations and to withdraw from the Contract.

6. PPS Group is liable to the Customer for damage arising out of a Contract and/or these Terms of Sale up to a maximum of 15% of the price of the Subject of Performance; it is not liable to the Customer for lost profits.

7. The exercise of the right to a contractual penalty under these Terms of Sale or a Contract is without prejudice to the PPS Group's right to full compensation for damage, even if such damage exceeds the amount of the contractual penalty, i.e. PPS Group is entitled to claim damages from the Customer in full in addition to the contractual penalty.

8. If PPS Group withdraws from the Contract due to a breach of the Customer's obligations, in addition to the right to compensation for damages, the Customer is also entitled to payment of the price for the part of the Subject of Performance that was produced before the withdrawal from the Contract.

9. Throughout the contractual relationship, the Parties are obliged to notify each other without delay of any changes to their identification details, including tax identification, as well as any other data necessary for the fulfilment of the Parties' obligations.

10. In the event of default by the Customer in the performance of its obligations towards PPS Group, PPS Group is entitled not to commence the performance of its obligations towards the Customer, or to discontinue their performance, including performance of obligations under contractual relations where no default by the Customer has occurred.

11. PPS Group reserves the right to change, cancel, modify or replace these Terms of Sale at any time at its sole discretion; PPS Group informs about the change to these Terms of Sale no later than 15 days prior to the proposed effective date of the change by posting the change on its website. Where a change under the preceding sentence concerns the Customer and the Customer notifies PPS Group of its rejection of the change in writing no later than the day before the date on which the change is proposed to take effect, PPS Group will negotiate with the Provider the terms and conditions for the continuation or termination of their mutual contractual relationship. If the Customer does not notify its disagreement with the proposed change pursuant to this paragraph of these Terms of Sale, the change to these Terms of Sale applies to the already concluded contractual relationship between PPS Group and the Customer.

12. These Terms of Sale are drawn up in the Slovak language. If these Terms of Sale are also drawn up in another language version, the Slovak version takes precedence in case of any doubts in interpretation.

These Terms of Sale come into force and effect on

