

**General Commercial Conditions of Supply for fuels,  
technical petrol, heavy crude oil products and other refinery products (except for motor oils and lubricants)**

**I.  
Preamble**

1. The scope of business activities of the company ORLEN Unipetrol Slovakia s.r.o. with the registered seat at Kalinčiakova 14083/33A, 831 04 Bratislava, Slovakia, Business ID No.: 35 777 087, registered at the commercial register maintained by the District Court of Bratislava I, section: Sro, file No.: 20665/B (hereinafter referred to as the „Seller“) includes mainly sale of crude oil products, advisory services and client services.
2. In order to secure demands and needs of the buyers, the Seller hereby issues these General Commercial Conditions of Supply for fuels, technical petrol, heavy crude oil products and other refinery products (except for motor oils and lubricants) (hereinafter referred to as the „GCC“) which determine the mutual relations between the Seller and the Buyer and which specify the concrete conditions of sale and which govern the legal relations between the Seller and each natural or legal person as the Buyer pursuant to these GCC.
3. This GCC govern conditions of supply for fuels, technical petrol, heavy crude oil products and other refinery products (except for motor oils and lubricants). For the avoidance of any doubt it is stated, that this GCC do not govern conditions of supply for motor oils and lubricants, and conditions of supply for motor oils and lubricants are regulated by (separated) „General Commercial Conditions of supply for motor oils and lubricants of the Seller.
4. The legal relations between the Seller and the Buyer shall be governed by the purchase agreement (hereinafter referred to as the “purchase agreement” or the “Frame Purchase Agreement”), these GCC and, if not stipulated otherwise in these documents, by generally binding legal provisions applicable in the Slovak Republic, mainly by the Commercial Code. The Seller and the Buyer can stipulate their mutual rights and duties in the purchase agreement or other validly concluded agreements in a different manner than stipulated in these GCC. In case of collision between such concluded agreements, the agreement concluded as the latest shall prevail. The changes in GCC during the term of contractual relationship between the parties shall not affect the rights and duties stipulated differently in the purchase agreement and other agreements, despite the fact that such changes are executed afterwards (subsequently).

**II.  
Product Order**

1. The written order must include at least the following: commercial (business) name, registered seat, business ID number, in case of legal person, or name and surname, address, date of birth in case of natural person of the Buyer, VAT ID number (if the Buyer is a VAT payer), type of product, quantity of the product, requested time period for product supply (delivery), place of supply (delivery), name and surname of the person authorised to deal with and proceed with the order together with his/her signature.
2. The purchase agreement between the Seller and the Buyer is deemed to be concluded the moment when the order is confirmed (accepted) by the Seller. The Seller shall confirm (accept) the Buyer’s order by email or by actual realisation (execution) of the order – i.e. by the actual delivery of the product to the Buyer. The order shall bind the Seller after the Seller confirmed its acceptance to the Buyer. The confirmed order is binding for the Seller.
3. The Buyer shall send the order to the Seller in a form pursuant to Annex No. 1 which forms inseparable part of the Frame Purchase Agreement concluded between the Seller and the Buyer, by email to the to the email addresses of the Seller’s contact persons listed in the Annex No. 2 which forms inseparable part of the Frame Purchase Agreement, no later than by 2.00 p.m. of the working day preceding the day of the order execution. Orders of products which are to be delivered on Saturday, on Sunday and on Monday shall be send to the Seller always on Friday no later than by 2 p. m. In case of state holidays, the order shall always be send to the Seller on the last working day before the state holiday no later than by 2 p. m., including orders of products to be delivered during the public holiday and also for orders of products to be delivered on the first working day following the public holiday. The above applies to orders of products to be delivered by the contracting carrier/s of the Seller. Orders of products that are transported by the Buyer himself or by his contract carrier must be send to the Seller no later than by 2 p.m. of the working day preceding the day of the order execution or until 12:00 a. m. of the working day of the order execution. Orders of products, which are to be delivered on Saturday, on Sunday and on Monday and are transported by the Buyer himself or by his contracting carrier, must be send to the Seller on Friday no later than on 2 p. m. In case of state holidays, the order of products that are transported by the Buyer himself or by his contract carrier, shall always be send to the Seller on the last working day before the state holiday no later than by 2 p. m., including orders to be delivered during the public holiday and also for orders to be delivered on the first working day following the public holiday. If by 2 p.m. (in case of product transport made by the Buyer or his contract carrier) the Buyer’s actual credit limit is not sufficient for the release of its orders for the following period, the Seller is authorised not to confirm the Buyer’s order, and the Seller will inform the Buyer by 3 p.m. (in case of product transport made by the Buyer or his contract carrier) of the same day by email. The minimal amount of the one type of fuel, which the Buyer is allowed to order from the Seller in the case of realization (execution) of supply of fuel by the Buyer’s or his contractual carrier’s petrol tankers (cisternae), is 5 000 L.  
The annual volume of products agreed by the parties will be delivered by the Seller and purchased by the Buyer in regular monthly purchases of the aliquot quantity of the products corresponding to one twelfth (1/12) of the agreed annual volume (“Monthly aliquot quantity”). The Seller will deliver the Monthly aliquot quantity and the Buyer will purchase it by individual deliveries, which will be

spread evenly over the individual decades of a given calendar month. The Seller does not guarantee the possibility of purchasing products in excess of 40% of the Monthly aliquot quantity within a monthly decade, taking into account the quantity tolerance agreed in the purchase agreement. For the purposes of this provision, the monthly decade is considered to be (a) the first decade - always the 1-10<sup>th</sup> day of the relevant calendar month, (b) the second decade - always the 11<sup>th</sup>-20<sup>th</sup> day of the relevant calendar month, (c) the third decade - always the 21<sup>st</sup> to the last day of the relevant calendar month.

4. The contact details of the persons authorised to execute the product orders on behalf of the Buyer and on behalf of the Seller or email address of the Buyer from which the Buyer's product orders will be sent, are stated in the Annex No. 2 which forms inseparable part of the Frame Purchase Agreement concluded between the Buyer and the Seller. The Buyer declares that he is entitled to provide the Seller with the personal data of persons authorized to process orders of goods under the purchase agreement and these GTC as well as the drivers pursuant to section 6. of this Article, in accordance with the provisions of the Section 78 Par. 3 of Act No. 18/2018 Coll. on the protection of personal data, resp. on a different legal basis in accordance with applicable generally binding regulations governing the protection of personal data.
5. The Buyer is obliged to reimburse all and any legitimate expenses of the Seller resulting from the changes in Buyer's order (accepted by the Seller), in accordance with the billing submitted by the Seller together with the receipts proving the amount of expenses incurred.
6. The Buyer is obliged to submit to the Seller the written list of vehicles, names and surnames of the drivers or identification details of transportation companies authorised for the product take-over before commencement of take-over of the products by own petrol tankers (cisternae) or petrol tankers of the third parties. The Buyer is obliged to inform immediately the Seller in writing about any changes in authorisation. The Seller shall not be liable for any damages sustained by the Buyer caused by the product take-over by a company or technology that was not chosen by the Buyer from the list of authorised companies.
7. The Buyer is obliged to submit to the Seller a photocopy of the mineral oil distribution permit, mineral oil sale permit or certificate of registration in the fuel consumer register issued by the relevant customs office pursuant to the Section 25b of Act No. 98/2004 Coll. on excise duty on mineral oil, as amended. At the Seller's request, the Buyer is obliged to submit the originals of the documents referred to in this section for inspection to the Seller before delivery commencement.

### III.

#### Payment Conditions

1. The basic payment conditions shall be governed by the Frame Purchase Agreement concluded between the Seller and the Buyer.
2. The date of product dispatch (product release) means the date of dispatch (submission) of the product by the Seller to the Buyer.
3. After the supply of the product the Seller is obliged to execute invoice, whereas the time of delivery (dispatch) to the Buyer is also the day of taxable payment pursuant to the Act No. 222/2004 Coll. on Value Added Tax as amended. The Seller shall deliver the invoice to the Buyer. The parties agreed on daily billing.
4. The invoice shall contain the invoice label, its number, commercial (business) name (name and surname), registered seat (address) and Value Added Tax ID number of the Buyer and the Seller, quantity and type of supplied product, order number, date of performance, date of invoice issuance, due date of invoice, product unit price, other price details, tax base, tax rate, tax amount, total invoiced sum, bank details and account number to which the invoice shall be paid.
5. The due date of the invoice shall be 30 days and shall be calculated from the day of invoice issuance by the Seller. If the due date falls on weekend or on the bank holiday, the due date shall be the next working day. The day of payment means the day when the financial sum is credited to the account of the Seller stated in the respective invoice.
6. If the invoiced sum is different than the agreed purchase price stipulated pursuant to the Frame Purchase Agreement, the Buyer is obliged to inform immediately the Seller about such difference (discrepancy). The Seller is obliged to inspect the announced difference (announced circumstances) within 5 days and in legitimate case it is authorised to issue a new invoice with a new due date. The Buyer shall not be in delay with the payment of the product purchase price until the Seller inspects the legitimacy of the invoiced sum and issues new invoice with new due date, whereas the Seller issues a tax credit note regarding the original invoice. The Buyer shall return the erroneous invoice to the Seller. The Seller is authorised to propose different procedure that would lead to correction of the recognized discrepancy without unnecessary delay.
7. The Buyer is obliged to state the respective identification details (variable symbol – number of the invoice and constant symbol) on the bank transfer request for payment of the purchase price so that the Seller is able to identify the respective payment.
8. If the Buyer is in delay with the payment of the purchase price agreed in the purchase agreement, it is obliged to pay to the Seller the interest rate in the amount of 0.05% of the due amount for each day of payment delay, if not stipulated otherwise in the Frame Purchase Agreement. The parties agree that if the Buyer is in delay with the payment of the purchase price for more than 28 calendar days, the Buyer is obliged to pay to the Seller a contractual penalty in the amount of 0.1 % of the total purchase price for each day of delay.
9. If the Buyer's payment discipline is not in accordance with contractually agreed due dates of the invoices, the Seller is authorised to limit or temporarily stop the product supplies until the Buyer's payment discipline is settled.
10. In the case of insufficient credit limit, no later than one working day before the planned dispatch of the products (on the given working day of the planned product dispatch in the case of own transport) by 3:00 p. m. the Seller has the right not to execute the Buyer's order, even it is not confirmed by the Seller. In such case, the Seller is not in delay with the fulfillment of its obligations under the purchase agreement. The credit limit is the maximum amount of the unpaid receivables (due and undue) of the Seller vis-à-vis the Buyer for the purchase price of the products delivered by the Seller to the Buyer on the basis of the purchase agreement.

### IV.

#### Securing the Buyer's obligations

1. The Seller is not obliged to supply/it is authorised to withhold the product dispatch (performance of supply), if the Buyer does not provide the appropriate safeguard regarding the fulfillment of its duties upon the request of the Seller, mainly the safeguard regarding the payment of outstanding debts (receivables) and receivables resulting from the performance of product supplies pursuant to the

Frame Purchase Agreement. This provision shall apply if the Buyer is in delay with the fulfillment of its due monetary obligations resulting from the Frame Purchase Agreement or from other title.

2. Until the Buyer is in delay with fulfillment of its monetary obligations resulting from the Frame Purchase Agreement, the Seller has a right to withhold the fulfillment of its (the Seller's) obligations resulting from the Frame Purchase Agreement. In such case the Seller is not in delay and such action of the Seller does not authorises the Buyer to withdraw from the Frame Purchase Agreement.

#### **V. Transfer of Rights**

1. Transfer of the risk of damage related to product and rules on product disposal shall be governed by international commercial conditions in accordance with INCOTERMS 2010, if not stipulated otherwise in the Frame Purchase Agreement. Moment of the transfer of ownership rights related to the product from the Seller to the Buyer shall be agreed in the Frame Purchase Agreement.

#### **VI. Product Quality**

1. If not stipulated otherwise in the Frame Purchase Agreement, the Seller is obliged to supply the product to the Buyer in the quality pursuant to the respective EN and STN provisions (norms) for the supplies of requested product type. The certification of quality shall be performed by marking (labelling) the product with the respective quality norm in the bill of loading or in document labelled as Quality Certification. The certification of product quality shall be sent by the Seller to the Buyer together with railroad tank car or within 3 days from the day of product delivery. In case of product shipment by the petrol tankers (cisternae), the Quality Certification shall be provided to the driver of the petrol tankers (cisternae).

#### **VII. Product Defects, Warranty Claims**

1. The product liability and the rights and duties resulting therefrom shall be governed by the legal provisions valid in the territory of the Slovak Republic as well as by these GCC.
2. The Seller shall be liable for product defects that existed at the time of transfer of risk of product damage on the Buyer. The Seller shall not be liable for product defects that occur due to transportation, external interference and influence, interference by the third persons for which the Seller is not liable after the risk of product damage was transferred on the Buyer .
3. The Buyer is obliged to inform the Seller about the defects of supplied products within 7 days after the Buyer discovered such defects, mainly if the products do not comply with the respective legal norms and technical norms.
4. The claimed product must be left in its original package until the Seller's decision on legitimacy of the claim. The original package means the Seller's store or the Buyer's cisternae (petrol tanker/cisternae, railroad tank car). The product quality outside the original package can not be claimed (complained about).
5. The Buyer is obliged to state the following details in the written notice regarding the product defects:
  - a) identification of the defect product together with the statement of at least the type and quantity of the defect product,
  - b) place where the product is located,
  - c) description of the defect (how the defect is shown),
  - d) telephone contact of the authorised person with whom the Seller will communicate for the purposes of elimination of the defects.
6. The following Buyer's rights resulting from the product defects cease to exist:
  - a) those that were not announced by the Buyer to the Seller in accordance with these GCC,
  - b) those that were not discovered by the Buyer despite the fact that they were discoverable while performing highest professional care due to the fact that the Buyer did not observe the product properly during the take-over or the Buyer did not observe the product with a due care,
  - c) those that were discovered by the Buyer on later day than stipulated in these GCC, despite the fact that they were discoverable while performing due care.The Seller is obliged to decide on the legitimacy of the Buyer's claim within 5 days after the delivery of the announcement regarding the product defects or, if it is not possible to decide this matter without the actual observance of the products, the Seller shall secure the observance of the product within this period.
7. The Buyer shall provide the Seller with full cooperation in order to execute the observance of the claimed product. If the claim is justified (acknowledged), the Seller shall determine the time period and method of elimination of the defect within the time designated for decision on legitimacy of the claim pursuant to these GCC.
8. The Buyer is obliged to secure an access to the products for the Seller or for his/her authorised persons during the claim process and provide them with full cooperation in order to allow the Seller to eliminate the defects of the products.
9. The ongoing claim process does not authorises the Buyer not to pay the issued invoice by the Seller.
10. If the claim process is not justified (acknowledged) by the Seller, the Buyer is obliged to reimburse all Seller's expenses related to the claim process incurred by the Seller.
11. If the Buyer disputes the quantity of the product supplied by the Seller, the Seller shall perform additional measurements of the quantity of the product directly at the place of delivery (supply) of the product. The Buyer is obliged to accept the measurements executed by the Seller.
12. The Seller is obliged to supply the product to the Buyer in packages that comply with the conditions of safety transportation and product safety. In case of release (dispatch) of the product to the package (or road tank containers) of the Buyer, the Seller shall not be liable for the defects in quality of the product. The Buyer shall be liable for damages sustained by the Seller caused by the bad technical condition of the Buyer's own packages and RTC (road tank containers), into which the Buyer requests the release of the product.

#### **VIII.**

## Execution of Supply

### Petrol tankers

1. The method of product release (filling) into petrol tankers (cisterae) of the Buyer or its carrier shall be governed by Operational Rules of the Filling Machine. The Buyer hereby undertakes to familiarize himself with the norms and provisions related to the operation of the Filling Machine of the Seller and comply with them.
2. The Seller shall familiarize the personnel of petrol tankers (cisterae) with the safety provisions applicable to the operation of the respective machinery upon the Buyer's request or the request of authorised transportation company. Any damages caused by the carrier of the Buyer are deemed to be the damages caused by the Buyer.
3. The Buyer is obliged to secure, that petrol tankers do not contain other residual products, water or other products and adulterants.
4. The carrier shall on behalf of the Buyer take over the agreed documents which the carrier shall sign at the filling place in order to confirm the accuracy of the stated details. The Buyer shall confirm the take-over of the product by its stamp and signature on the letter of delivery. The carrier shall leave at the filling place only the copy of confirmed letter of delivery.
5. The Buyer or its carrier shall be fully liable for obtaining (and possessing) all authorisations, licenses and certificates for transportation (carriage) of refinery products pursuant to the generally binding legal provisions. The Buyer and its carrier is equally liable for early prolongation of their validity, if their validity expires during the term of these GCC.
6. In order to secure the transportation (carriage) of the refinery products (goods) the Buyer or its carrier is obliged to use appropriate types of vehicles. The Buyer or its carrier is obliged to use only vehicles complying with international norms on carriage of dangerous goods, mainly European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).
7. The vehicle of the Buyer or of its carrier transporting (carrying) the refinery products (goods) must be in good technical condition and clean.
8. The Buyer or its carrier shall guarantee (and be liable) that the vehicle will be driven by responsible and trained driver who complies with all respective generally binding legal acts, in particular that the driver has received training in the transport of dangerous goods in accordance with the ADR and has a valid certificate evidencing this fact. Buyer and his carrier also guarantee (and be liable) that its drivers will obey all respective generally binding legal acts and instructions for carriage and handling of the product.
9. The Buyer is obliged to submit to the Seller in writing the list of vehicles, names of the drivers, or transportation companies authorised for the product take-over before product take-over by its own petrol tankers (cisterae) or petrol tankers (cisterae) of the third persons. In case of changes in authorisations for product take-over, the Buyer is obliged to notify immediately the Seller in writing. The Seller shall not be liable for damages incurred by the Buyer that were caused by the take-over of the product by the company or technology that was not chosen by the Buyer from the list of authorised companies.
10. The Buyer shall be fully liable for any damages resulting from the breach of its duties pursuant to this article of GCC.

### Railway tankers

11. The provisions of this section govern the conditions for transport of the product carried out by railroad cars provided by the Seller for domestic or international transport, i.e. the Seller owns them, leases them or can operate them based on another contractual relation with a written approval of the owner(s) of the cars. In case the transport of the product is upon the agreement of the parties carried out by railroad cars provided by the Seller, the parties agree to the following conditions:
  - a. The Buyer shall be obliged to secure complete emptying of the given railroad cars, including their fast return for reverse loading within the time periods specified in the Letter c. of this section. The time of return of a railroad car shall be the time when the car is delivered by a public transportation company or private transportation company to a railway siding or some other agreed location of the mutual return of the railroad cars for reverse transportation (stamp of the dispatching railroad station). Upon emptying the railroad cars, the Buyer shall be obliged to make sure the tank lid is closed and sealed, the main valve and side valves with screwed-in cap nuts are closed and sealed and the surface of the boilers is clean in accordance with the valid stipulations of RID, loading regulations UIC (file 1, 2 and 3) and work procedures and manuals for operating railroad cars. The discharge steam valve shall be open on railroad cars that are equipped with heating coils and heated discharge outlets.
  - b. The Buyer, who is declared on the dispatching sheet for local transport, for the reverse transport on the freight note, for domestic transport, or on the CUV freight car sheet, for international transport, as the sender (for loaded cars as a recipient), shall be obliged to return the railroad cars after their emptying to a railway siding of the Seller or some other agreed location of the mutual return of the railroad cars at its own expense and with a freight note for domestic transport or CUV freight car sheet for international transport. A new sale (re-expedition) or a change of the transportation contract can be executed by the original recipient stated on the transportation sheet (freight note for domestic transport or CUV freight car sheet for international transport) for deliveries loaded on railroad cars of the Seller only with its written approval and in accordance with records in the given transportation document (freight note for domestic transport, CIM freight note, CUV freight car sheet and dispatching sheet for local transport).
  - c. The deadline for emptying a railroad car is 48 hours. The time for emptying/tapping a railroad car shall start running at the moment of submitting a loaded car by a public or private transportation provider to the Buyer (Acceptance sheet between the recipient and the given public or private transportation provider shall be confirmed) and shall end by submitting the empty railroad car by the given public or private transportation provider (Return sheet between the sender and the given public or private transportation provider shall be confirmed). Shall this deadline be exceeded, the Buyer shall be obliged to demonstrate this fact by submitting a photocopy of the freight note for domestic transportation and CIM freight note for loaded run (Part 1 – Freight note), and, for a return empty run, of the freight note for domestic transportation and CUV freight car sheet for international transportation (Part 4 - Duplicate). The deciding information shall be a stamp of the given railway station of the railway destination and dispatching stations or the given private transportation provider in the appropriate transportation document. The Buyer shall be obliged to pay to the Seller for exceeding the deadline stated in this Section, the contractual penalty 22 EUR for each started calendar day of the delay. Payment of this contractual penalty shall not have any effect on the right to indemnification and on the right for fulfillment of the secured obligation.
  - d. The deadline for returning railroad cars consists of the delivery time and the permitted time for emptying the car pursuant to Article XIII, point 11, Letter c.) and it is 10 calendar days in the Slovak Republic. For intra – community deliveries between EU

- countries, this deadline shall extend by 2 calendar days. This deadline period shall start running by submitting the car to a public or private transportation provider by the Seller and shall end upon accepting the car after its return transport by the Seller from the given public or private transportation provider.
- e. Mutual relations between the public or private transportation provider and the sender when delivering a freight car delivery or an empty railroad car from a railroad siding, and mutual relations between the public or private transportation provider and the recipient when delivering an empty or loaded car to a railroad siding, shall not be determinant when deciding if a given deadline for returning a railroad car has been complied with. The above stated stipulation means that the time information stated on the Acceptance and Return sheets cannot be used to justify complaints. The Buyer is not obliged to pay the Seller the contractual penalty pursuant to letter c. of this section, if the railroad car was destroyed during domestic or international transport, if the railroad car was lost or the car or any part thereof was damaged, or if the railroad car was returned by the Buyer to the Seller late due to damage or loss or damage of any part thereof caused by the public or private transportation provider. If the railroad car and its parts are damaged by the Buyer (recipient / sender) or if the Buyer (recipient / sender) or a third person, to whom the Buyer (recipient / sender) allowed access to the railroad car, causes its temporary or permanent loss, the Seller shall invoice the Buyer for all demonstrable expenses related to the repair of the car or its parts and their replacement, including other auxiliary demonstrable expenses, and also for the damage caused to the Seller until the day when the Seller receives a written notification of the Buyer (recipient / sender) about the given event.
  - f. If the Buyer furnishes his own or rented railway truck tank (cisternae), road tank containers or another tanks (cisternaes), afterwards he is fully liable that they meet all the conditions, laid down by relevant generally binding legal acts pertaining to these tanks (cisternaes). The Buyer takes note that the Seller is not obliged to examine their propriety in the range exceeded ordinary care (diligence) connected with loading with (to) furnished vehicles or delivered tanks (cisternaes). The Buyer is liable for all the damages caused by furnishing unsuitable cistern intended for filling.

#### **IX. Vis Major**

1. Failure to fulfill or delay in fulfillment of any obligation pursuant to this agreement by any party that was caused solely by circumstances defined in section 374 of the Commercial Code as amended (mainly but not limited to natural disasters, strikes, outage in crude oil supplies, prohibitions, directives and orders of governmental authority that has jurisdiction over the parties of this agreement, uprising, war, strikes or other uncontrollable circumstances) shall not be deemed to be the breach of this agreement, if the party whose fulfillment of agreement is hindered adopts all necessary measures for the fulfillment of this agreement that can be fairly (reasonably) required from this party.
2. In case of any unplanned limitation of the production the Seller shall lower the supplies equally to all its contractual partners. The basis for calculation of the amount of limited supplies shall be the actual (real) amount taken-over in the previous calendar month. The Seller is obliged to notify the Buyer in writing and in advance about the lowering (limiting) of supplies. The lowering (limiting) of the supplies shall not affect the supplies that are already in the process of their execution (realisation) i.e. duly ordered or already filled in RTC.

#### **X Legitimate Interests**

1. The parties undertake to cooperate with each other and to proceed in accordance with their own legitimate interests in order to fulfill the aim of this agreement. The parties are obliged to inform each other about all important circumstances related to the realisation (execution) of this agreement, and to provide appropriate prompt explanation upon the request of the other party. Both parties are obliged to proceed in such a way, if normally possible, so that they would minimize the eventual damages, losses or risks resulting from the activities related to the fulfillment of the contractual relations or usage of the products. Each party shall secure the confidentiality of the commercial information that occurred in the course of and as a result of fulfillment of the duties stipulated herein.

#### **XI Final Provisions**

1. The mutual relations not explicitly covered by the Frame Purchase Agreement and by these GCC shall be governed by the respective provisions of the Act No. 513/1991 Coll. on Commercial Code as amended.
2. These GCC are binding for the Buyer as of the day of signing of the Frame Purchase Agreement.
3. The Seller is authorised to change the content of these GCC, however, the new GCC are binding for the Buyer as of the day of delivery of the new (amended) version to the Buyer.
4. The Buyer is obliged to notify immediately the Seller during the term of this agreement about the change in business (trading) name, registered seat, address, business ID number, bank account and other details stated in the purchase agreement. The Buyer is obliged to notify the Seller about the commencement of the bankruptcy/restructuring/enforcement procedure regarding its estate as well as about the fact that the Buyer decided on its cessation and liquidation. The Buyer is obliged to comply with its notification duty pursuant to the previous sentence within 15 days after the day when any respective circumstance occurred, and this shall be done in writing and delivered to the Seller within the previously mentioned 15-day period. In case of breach of notification duty pursuant to this section, the Buyer is obliged to pay to the Seller the contractual penalty in the amount of 100% of the nominal value of the Seller's receivables against the Buyer that the Seller possesses on the last day of stipulated 15-day period.
5. The rights and duties resulting from the purchase agreement shall be fully transferred on the eventual legal successors of the parties.
6. The Buyer is obliged to immediately notify the Seller of the fact that the Goods acquired from the Seller on the basis of the Purchase Contract are delivered to persons pursuant to the provisions of the Section 1 a) points 1 to 5 of the Act no. 315/2016 Coll. on the partners of public sector register as amended.
7. Any disputes arising out of or in connection with this Agreement (including disputes on non-contractual claims) shall be resolved by arbitration under the Rules of Procedure of the Arbitration Court of the Slovak Bar Association or by general court of the Slovak Republic. The parties agree that the choice between the arbitration tribunal and the general court (option) may be made by either

party by bringing an action to arbitration tribunal or by bringing an action to general court, with the consent of the other party (the defendant) not being required for the exercised option. The complaining Party (the plaintiff) is obliged to notify the other party (defendant) of the exercised option immediately after its execution. The parties agree that the use of the option of a general court by any of the parties to settle a dispute falling under this arbitration clause shall not prevent the submission of another dispute falling under this arbitration clause to the Arbitration Court of the Slovak Bar Association. In case of an arbitration court option, the parties shall be subject to the decision of that court. Its decision will be binding for the parties.

8. The parties agree that any announcement (notice), warranty claim or any other written document shall be delivered to the other party pursuant to the purchase agreement and these GCC by registered mail to the address of respective party registered as the actual address of the party at the commercial register or other register, or to other address known by the party sending the document as the address of mail take-over by the respective party, and each such document is deemed to be automatically delivered to the other party on the third working day after the day of its second repeated dispatch to the other party after the first attempt to deliver the document was unsuccessful or the other party refused to take over such document. In order to eliminate any doubts, the provisions of this section shall apply also to delivery of written withdrawal from the agreement.
9. These GCC forms inseparable part of the purchase agreement concluded between the Seller and the Buyer. By signing the order and/or the purchase agreement the Buyer confirms that it has obtained these GCC from the Seller, it has read them, understood their content and it agrees with them.

In Bratislava, on 01.04.2022