

GENERAL BUSINESS TERMS AND CONDITIONS FOR PURCHASE

of the trading company BEZ TRANSFORMÁTOR, a.s.

with the seat at Rybničná 40, Bratislava 835 54,

CIN: 31 383 475,

which is registered in the Companies Register held with the DC Bratislava I in section: Sa, in insert no.: 760/B

(hereinafter referred to as the „BEZ TRANSFORMÁTOR, a.s.“)

I. Basic provisions

1. These General Business Terms and Conditions /hereinafter only the “GBTC”/ apply to all legal relations between BEZ TRANSFORMÁTOR, a.s. as a buyer and/or an ordering party and third parties as a seller and/or contractor /hereinafter only the “Supplier” in an appropriate grammatical form/, based on which the Supplier is obligated to deliver to BEZ TRANSFORMÁTOR, A.S. goods, services and/or to execute a work for BEZ TRANSFORMÁTOR, a.s. .
2. Legal relations between BEZ TRANSFORMÁTOR, a.s. and the Supplier are governed by a contract for work or a purchase contract, a purchase order issued by BEZ TRANSFORMÁTOR, a.s. , these General Business Terms and Conditions and the Commercial Code in this order. BEZ TRANSFORMÁTOR, a.s. and the Supplier can amend their rights and duties arising from contractual relations differently in a contract and/or purchase order.
3. BEZ TRANSFORMÁTOR, a.s. orders the delivery of goods, services or the execution of work from the Supplier in the form of a written purchase order, which BEZ TRANSFORMÁTOR, a.s. delivers through post office, fax or electronic mail. Oral purchase orders are considered a purchase order only if they are supplemented by a written copy delivered to the Supplier.

II. Specification of goods, service, and/or work

1. In its purchase order, BEZ TRANSFORMÁTOR, a.s. will define specific parameters and specifications of the goods, service, and/or the work ordered, which he wants to be delivered or executed. BEZ TRANSFORMÁTOR, a.s. will attach to the purchase order the drawings or other documentation further specifying the goods, service or the work, if available; the drawings or other documentation attached are considered an integral part of the purchase order. Before the delivery of the goods, service and/or the start with the execution of the work, the Supplier is obligated to warn BEZ TRANSFORMÁTOR, a.s. in writing of the insufficient specification of the goods, service, and/or the work and the Supplier will simultaneously ask BEZ TRANSFORMÁTOR, a.s. to supplement the purchase order with specification of the goods, service, and/or the work. If the Supplier confirms the purchase order, or delivers the goods or service, or starts with the execution of the work without drawing attention to the insufficient specification of the goods, service, and/or the work and without asking for additional specification of the goods, service, and/or the work, it is deemed that the goods, service, and/or the work is specified clearly and comprehensibly. The Supplier is fully responsible for eventual damage caused to BEZ TRANSFORMÁTOR, a.s. and/or the Supplier due to the fact that the Supplier did not fulfil his duties under the second sentence of this paragraph properly and on time.

2. If the subject matter of the purchase order lies only in the delivery of the goods, BEZ TRANSFORMÁTORÝ, a.s. will state in the purchase order the requested quantity of the goods in pieces or kilograms, meters or other usual units of measure according to the type of the goods.
3. The Supplier is obligated to deliver the goods, service and/or to execute the work of requested parameters, specification, in the quantity, quality, form, and within the period according to the purchase order. If the purchase order does not include the quality and form of the goods and/or the work, the Supplier is obligated to deliver the goods and/or to execute the work in the quality and form usually requested for the given type of the goods and/or the work taking into account the purpose of the use of the goods and the work. If the purchase order does not include the specification and scope of the service, the Supplier is obligated to deliver the service in the manner usually requested for the given type of service.
4. The Supplier also undertakes to provide for the package and the packaging of the goods and/or the work and to prepare it for transportation so that it will not be damaged or lost during transportation; the related costs are included in the price of the goods and/or the work stated in the purchase order. In case of the service delivery, the Supplier also undertakes to procure the supporting documents necessary for the proper service delivery, whilst the related costs are included in the price of the service stated in the purchase order.
5. When delivering the goods and/or handing over the work, the Supplier is obligated to hand over to BEZ TRANSFORMÁTORÝ, a.s. a complete documentation necessary to prove the title to the goods and/or the work, the handling with it and safe use of the work in the scope of relevant generally binding legal regulations of the Slovak Republic or the country of destination, if the goods and/or the work is to be exported. In case of the service delivery, the Supplier is obligated to hand over to BEZ TRANSFORMÁTORÝ, a.s. also the documents and supporting documents related to the service delivered.

III. Time, place, method of delivery of goods, service and/or the handover of work

1. The Supplier is obligated to deliver goods and/or service and/or to execute and hand over work within terms stated in the purchase order. BEZ TRANSFORMÁTORÝ, a.s. is obligated to accept the goods and/or service and/or to take over the work from the Supplier only if the goods and/or service and/or the work comply with requirements according to the purchase order, are executed properly and on time and are without any defects and unfinished work. The day stated in a bill of delivery confirmed by BEZ TRANSFORMÁTORÝ, a.s. as a day of the delivery of the goods and/or service and/or the execution of the work or a day stated in the transport documents as a day on which the goods and/or the work was handed over to the recipient is considered a day of the fulfilment of the Supplier's obligation.
2. On the basis of an agreement with BEZ TRANSFORMÁTORÝ, a.s. the Supplier can fulfil his obligation to deliver the goods and/or service and/or to execute and hand over the work also before the day stated in the purchase order.
3. The Supplier is always obligated to inform BEZ TRANSFORMÁTORÝ, a.s. in writing, at least three (3) working days in advance, on the actual day of the delivery of the goods and/or service and/or the handover of the work.
4. The Supplier is obligated to deliver the goods and/or to hand over the work at BEZ TRANSFORMÁTORÝ, a.s. 's registered office, unless otherwise stated in the purchase order. The transport of the goods to the place of delivery and/or the work to the place of handover is always provided for at the expense

and responsibility of the contracting party stated in the purchase order, if the Supplier represents this contracting party the price of the goods and/or the work always includes the costs of transport to the place of delivery according to the purchase order. The place of delivery of the service is always BEZ TRANSFORMÁTORÝ, a.s. 's registered office, unless a different method or place is stated in the purchase order.

5. Regardless of which contracting party provides for the transport of the goods and/or the work, the Supplier is always obligated, at his expense and responsibility, to provide for the loading of the goods and/or the work on a means of transport and to make sure that the goods or the work does not move during the transport in cooperation with and according to the carrier's instructions.

IV. The transfer of title and risk of damage

1. BEZ TRANSFORMÁTORÝ, a.s. acquires title to goods and/or work gradually within the scope of paid prepayments and advance payments; this does not apply if BEZ TRANSFORMÁTORÝ a.s. does not take the goods and/or the work over from the Supplier.
2. The risk of damage to the goods and/or the work is transferred from the Supplier to BEZ TRANSFORMÁTORÝ, a.s. after the goods are delivered to and/or the work is handed over in the place of delivery according to the purchase order and after it is taken over without defects and unfinished work on the part of BEZ TRANSFORMÁTORÝ, a.s. or a third party according to the purchase order.

V. Purchase price of goods, price of service delivery, price of work and method of payment

1. The price included in the purchase order is a full and final price for the delivery of goods and/or service and/or the execution of work according to the purchase order, properly and on time, without defects and unfinished work, including all the costs and expenses associated with the delivery of the goods and/or service and/or the execution and handover of the work. VAT in the amount under applicable generally binding legislation of the Slovak Republic will be added to the price included in the purchase order. If the goods and/or service and/or the work can be specified according to the units of measure, BEZ TRANSFORMÁTORÝ, a.s. will also state unit prices excluding VAT in the purchase order.
2. BEZ TRANSFORMÁTORÝ, a.s. is obligated to pay the Supplier only the price for the actually delivered goods and/or actually delivered service in the units of measures in the amount according to the unit prices and/or only the price of the work for the actually realized works and the actually delivered and used scope of materials in the units of measure in the amount according to the unit prices.
3. The price in the purchase order is binding and constant for the Supplier.
4. Unless stated otherwise in the purchase order, the Supplier is entitled to make a claim to BEZ TRANSFORMÁTORÝ, a.s. to pay the price of the goods and/or service and/or the price of the work in the form of an invoice after he properly and timely fulfilled his duty to deliver the goods and/or service and/or to execute and hand over the work without defects and unfinished work. The Supplier is entitled to ask for an advance payment in relation to the purchase price of the goods and/or the price of service delivery, and/or for the granting of a prepayment for the execution of the work only if BEZ TRANSFORMÁTORÝ, a.s. undertook to do so in the purchase order and only in the amount and in the way stated in the purchase order. After BEZ TRANSFORMÁTORÝ, a.s. took over the goods and/or service and/or the work, the Supplier is entitled to issue an invoice for BEZ TRANSFORMÁTORÝ, a.s. claiming the payment for the delivery of the goods and/or service and/or work, which must be in

compliance with the contract, purchase order and the GBTC, and in addition to any requirements, in order for the invoice to become a valid tax document, it must also contain eventual advance payments and the scope of the delivered goods and/or service and/or the work according to the units of measure and unit prices. If the invoice is not in compliance with the previous sentence of this paragraph, BEZ TRANSFORMÁTORÝ, a.s. is entitled to return the invoice even repeatedly to the Supplier for adaptation. The invoice is due within sixty (60) days of the delivery. If BEZ TRANSFORMÁTORÝ, a.s. returns the invoice to the Supplier for adaptation, a new maturity period starts, even repeatedly, after a new invoice is delivered to BEZ TRANSFORMÁTORÝ, a.s..

5. If, after the takeover of the goods and/or service and/or the work and before the invoice is due, BEZ TRANSFORMÁTORÝ, a.s. identifies any defect of the goods and/or service and/or the work delivered, BEZ TRANSFORMÁTORÝ, a.s. is entitled to reject to pay the full price of the goods and/or service and/or the work until the Supplier fully meets the demands of BEZ TRANSFORMÁTORÝ, a.s. arising from the defects of the goods and/or service and/or the work. BEZ TRANSFORMÁTORÝ, a.s. is not in delay with the payment during the period of rejection of the payment of the price of the goods and/or service and/or the work due to the reasons specified in this paragraph.

VI. Guarantee of quality

1. The Supplier grants a thirty-six (36) month guarantee for the goods and/or the work. The guarantee starts on the day of the takeover of the goods and/or the work by BEZ TRANSFORMÁTORÝ, a.s., unless stated otherwise in the purchase order.
2. By granting the guarantee, the Supplier assumes obligation that, during the guarantee period, the goods and/or the work will have qualities under the contract and the purchase order, will be able to be used for the agreed or usual purpose and will preserve the qualities under the contract and the purchase order.
3. The guarantee period is interrupted for the period during which BEZ TRANSFORMÁTORÝ, a.s. will not be able to use the goods and/or the work due to its defects, for which the Supplier granted the guarantee of quality.

VII. Defect of goods and/or work, claims for defects

1. Goods and/or work have defects if not delivered in accordance with BEZ TRANSFORMÁTORÝ, a.s. 's requirements stated in the contract and the purchase order.
2. The Supplier is liable to BEZ TRANSFORMÁTORÝ, a.s. for any defects of the goods and/or the work at the moment when the risk of damage to the goods and/or the work is being transferred to BEZ TRANSFORMÁTORÝ, a.s., although the defect becomes obvious after the transfer of the risk of damage to NHM, and also for any defects to the goods and/or the work that will originate during the guarantee according to the purchase order or the GBTC.
3. BEZ TRANSFORMÁTORÝ, a.s. is obligated to draw the Supplier's attention to the defects of the goods and/or the work without undue delay after the defects were identified.
4. In case of the defects of the goods and/or the work the Supplier, according to BEZ TRANSFORMÁTORÝ, a.s. 's choice, is obligated to:
 - a) in case of irremovable defects of the whole goods and/or the work or a part of the goods and/or the work, to deliver, within a term specified by BEZ TRANSFORMÁTORÝ, a.s., new

goods and/or to execute and hand over new work according to the purchase order; otherwise BEZ TRANSFORMÁTORÝ, a.s. is entitled to provide for the delivery of new goods and/or work on behalf and at expense of the Supplier,

- b) in case of removable defects, within a term specified by BEZ TRANSFORMÁTORÝ, a.s., to remove the defects of the goods and/or the work; otherwise BEZ TRANSFORMÁTORÝ, a.s. is entitled to remove these defects on behalf and at expense of the Supplier, - give a discount off the price of the goods and/or the work according to agreement of contracting parties, if the agreement cannot be reached BEZ TRANSFORMÁTORÝ, a.s. is entitled to set the amount of the discount.
- 5. In case of irremovable defects or recurring defects BEZ TRANSFORMÁTORÝ, a.s. is entitled to withdraw from the contract and to ask for the reimbursement of the price of the goods and/or the work while the Supplier is obligated, at his expense, to pick up the goods and/or the work within the term specified by BEZ TRANSFORMÁTORÝ, a.s., however not before he fully fulfils his duty to return the price of the goods and/or the work; otherwise BEZ TRANSFORMÁTORÝ, a.s. is entitled to deposit the goods and/or the work with a third party at the account of the Supplier.
 - 6. If BEZ TRANSFORMÁTORÝ, a.s. withdraws from the contract, the contractor is obligated, at his expense, to take over the defective goods and/or the work in BEZ TRANSFORMÁTORÝ, a.s. 's premises and simultaneously to return to BEZ TRANSFORMÁTORÝ, a.s. any payment received in relation to the price of the goods and/or work.

VIII. Trade secret

- 1. Drawings, catalogues and any documents that are necessary to deliver the goods and/or service, and/or to execute the work under the purchase order, and that the Supplier received from BEZ TRANSFORMÁTORÝ, a.s. represent the property of BEZ TRANSFORMÁTORÝ, a.s. and the subject matter of its trade secret. The Supplier is not entitled to copy these documents, to provide them to third parties or to dispose of them in any way in order to use them for their needs and/or the needs of third parties and is obligated to keep the content of these documents secret. Only BEZ TRANSFORMÁTORÝ, a.s. can relieve the contractor from confidentiality of the facts which he learned from BEZ TRANSFORMÁTORÝ, a.s..

IX. Contractual fines

- 1. If the Supplier is in delay with performance of any of his duties toward BEZ TRANSFORMÁTORÝ, a.s. regarding the delivery of the goods and/or service and/or work within the term, in the manner, quality and form specified in the contract, purchase order or the GBTC, the Supplier undertakes to pay BEZ TRANSFORMÁTORÝ, a.s. a contractual fine in the amount of 0.1% of the total price of the goods and/or service and/or the work according to the purchase order including VAT, however not less than EUR 50.00 (in words: fifty euros) for each day of delay.
- 2. If the Supplier breaches his duties under Article VIII of the GBTC he undertakes to pay BEZ TRANSFORMÁTORÝ, a.s. a contractual fine in the amount of EUR 5,000.00 (in words: five thousand euros) for each individual case of the breach.
- 3. The Supplier is obligated to pay the contractual fine to BEZ TRANSFORMÁTORÝ, a.s. within three (3) days of the day on which BEZ TRANSFORMÁTORÝ, A.S. called on him in writing to pay it.
- 4. The

payment of the contractual fine is without prejudice to BEZ TRANSFORMÁTORÝ, a.s. 's claim for full compensation.

X. The force and effect of the GBTC

1. The GBTC become a part of a legal relation between BEZ TRANSFORMÁTORÝ, a.s. and the Supplier at the moment of the origin of this legal relation according to the GBTC. On the basis of the origin of the legal relation between BEZ TRANSFORMÁTORÝ, A.S. and the Supplier, the Supplier confirms and declares that he properly read the GBTC, that the GBTC were delivered to him together with the purchase order, or he got acquainted with the GBTC on BEZ TRANSFORMÁTORÝ, a.s. web location, and he accepts the GBTC without reservations as a part of his legal relation with BEZ TRANSFORMÁTORÝ, a.s..
2. General business terms and conditions of the Supplier do not apply to the legal relations governed by the GBTC.

XVII. Force majeure

1. No Contracting Party shall be liable for failure to fulfil and / or breach of its duties arising out of the Contract or the order if such breach was caused by the circumstances of force majeure on the part of the infringing Contracting Party.
2. As the circumstances of force majeure are considered the regulations and orders of the current government in the country, the state of war, the strike also with subcontractors, labour and industrial (commercial) disputes, machine and equipment failure, plant shut-down, accidents, fires, or other facts beyond the will and influence of the infringing Contracting Party.

XVIII. Common and final provisions, applicable law

1. Legal relationships, that are subject to the regulation of these GBTCs, shall be governed by the applicable law of the Slovak Republic. The effects of statutory provisions from which it can be derogated, which are in contradiction to the order, Contract or these GBTCs, shall not apply to the legal relationships which are subject of these GBTCs.
2. The courts of the Slovak Republic with local jurisdiction of the registered office of BEZ TRANSFORMÁTORÝ, a.s. shall be competent to hear the disputes arising out of the legal relationships that are the subject of the regulation of these GBTCs.
3. In the event of invalidity of any provision of these GBTCs, the remaining provisions shall remain valid.
4. These General Business Terms and Conditions of the Company BEZ TRANSFORMÁTORÝ, A.S. are valid for the legal relationships that form their subject-matter as of 01.06.2023.