

GENERAL TERMS AND CONDITIONS

of BEZ TRANSFORMÁTORÝ, a.s.
with its registered office located at Rybničná 40, Bratislava 835 54,
Company ID: 31 383 475,
registered in the Commercial Register maintained by the Municipal Court Bratislava III,
Section: Sa, File No.: 760/B

(hereinafter referred to as "BEZ TRANSFORMÁTORÝ, a.s.")

I. Basic Provisions, Quotation, Purchase Order and Conclusion of the Contract

1. These General Terms and Conditions apply to all legal relations between BEZ TRANSFORMÁTORÝ, a.s. in the capacity of the seller and/or contractor, and third parties in the capacity of the buyer and/or the ordering party, on the basis of which the company BEZ TRANSFORMÁTORÝ, a.s. is obliged to deliver goods and/or to perform work.
2. The legal relations between BEZ TRANSFORMÁTORÝ, a.s. and the buyer/ordering party shall be governed by the purchase agreement or contract for the work, the purchase order confirmed by BEZ TRANSFORMÁTORÝ, a.s., these General Terms and Conditions and the Commercial Code in the stated purchase order. BEZ TRANSFORMÁTORÝ, a.s. and the buyer/ordering party may modify their rights and obligations arising from the contractual relations differently in the contract and/or in the purchase order. A different regulation of the rights and obligations arising from the relationships covered by these General Terms and Conditions is binding for BEZ TRANSFORMÁTORÝ, a.s. only if the different regulation is expressly confirmed in writing by the company.
3. These General Terms and Conditions shall be hereinafter referred to as the "GTC". The person or company submitting a purchase order for the execution of the work or for the delivery of the goods, and/or requesting a quotation for the execution of the work or for the delivery of the goods, shall be referred to as the "Customer". The goods and/or works which are the subject of a purchase order or request for a quotation shall hereinafter be referred to as the "Goods".
4. BEZ TRANSFORMÁTORÝ, a.s. may only confirm and/or accept all requests for quotations and all purchase orders from the Customer in the manner and in accordance with the terms and conditions set out in these GTC. Any other deviation from the mutual terms and conditions and warranties for the delivered Goods from the GTC (even if they are stated in the purchase order and/or in the request for a quotation) shall be binding for BEZ TRANSFORMÁTORÝ, a.s. only if it is expressly accepted by BEZ TRANSFORMÁTORÝ, a.s. in writing in the contract and/or by a separate statement.
5. The contractual relationship between the Customer and BEZ TRANSFORMÁTORÝ, a.s. shall arise on the basis of a purchase order which is accepted and confirmed by BEZ TRANSFORMÁTORÝ, a.s. The submission of a quotation by BEZ TRANSFORMÁTORÝ, a.s. on the basis of a request for a quotation by the Customer shall not constitute the conclusion of a contract, unless the quotation is followed by a purchase order from the Customer and is confirmed by BEZ TRANSFORMÁTORÝ, a.s.
6. The quotations submitted by BEZ TRANSFORMÁTORÝ, a.s. shall always relate to the entire Goods and complete services in respect of which they are submitted. BEZ TRANSFORMÁTORÝ, a.s. is entitled to refuse any purchase order.

7. The quotations made by BEZ TRANSFORMÁTOR, a.s. are not binding, and BEZ TRANSFORMÁTOR, a.s. is entitled to withdraw and/or revoke them at any time.
8. If the Customer refers to any statement or expression provided by, or to be provided by, an employee or representative of BEZ TRANSFORMÁTOR, a.s., such a statement or declaration must be included in writing in the Customer's purchase order and approved by BEZ TRANSFORMÁTOR, a.s. If the Customer submits a written form of such a declaration or statement subsequently (after receiving the quotation of BEZ TRANSFORMÁTOR, a.s. or after the receipt of the purchase order), BEZ TRANSFORMÁTOR, a.s. is entitled to submit a new quotation without stating the reason for the invalidity of the original one.
9. The quotations of BEZ TRANSFORMÁTOR, a.s., as well as the acceptance of the Customer's purchase orders by BEZ TRANSFORMÁTOR, a.s., and all subsequent BEZ TRANSFORMÁTOR, a.s. contracts and statements are based on the assumption that all information and data provided by the Customer to BEZ TRANSFORMÁTOR, a.s. is complete and accurate, and does not contain any misleading and/or incorrect information.
10. If the Customer fails to place a purchase order based on a quotation from BEZ TRANSFORMÁTOR, a.s., which was submitted following the Customer's request, the Customer shall reimburse BEZ TRANSFORMÁTOR, a.s. for all expenses and costs incurred in connection with the preparation and submission of the quotation, in accordance with the Customer's requirements and request.

II. Price

1. All prices are exclusive of value added tax (VAT) and other taxes, duties and charges applicable at the place of the delivery and/or at the place of manufacture of the Goods, unless it is otherwise expressly stated in the contract and/or the purchase order.
2. Unless it is otherwise specified in the contract and/or purchase order, the transportation to the place of delivery as requested by the Customer is not included in the price of the Goods.
3. If the quotation of BEZ TRANSFORMÁTOR, a.s. includes the provision of transport to the place of delivery as specified by the Customer, and if the Customer subsequently requests a different type of transport and/or transport with a higher price than that specified in the purchase order, the Customer shall be obliged to pay such a difference in the price to BEZ TRANSFORMÁTOR, a.s.
4. The Customer shall be liable for the costs and damages incurred by BEZ TRANSFORMÁTOR, a.s. due to their delay in accepting and/or in taking delivery of the Goods.
5. BEZ TRANSFORMÁTOR, a.s. is entitled to amend the price stated in the purchase order or quotation, if the prices of the materials and/or services used change after the purchase order has been placed. The price for the Goods shall be charged at the rate with respect to the current price of the input materials and services, at the time of the shipment of the Goods to the Customer.
6. In the event that the Customer makes additional requests for any changes in the design and/or specifications of the Goods when compared to the purchase order, BEZ TRANSFORMÁTOR, a.s. shall adjust the price in accordance with the Customer's additional requests.
7. If, in connection with and for the purpose of the delivery of the Goods as ordered, BEZ TRANSFORMÁTOR, a.s. has manufactured and/or purchased tools and/or materials, the Customer

shall always be obliged to compensate BEZ TRANSFORMÁTORÝ, a.s. for the associated costs, unless it is otherwise expressly agreed.

III. Payment Method

1. Unless it is otherwise agreed in writing by both parties, each BEZ TRANSFORMÁTORÝ, a.s. invoice shall be due and payable no later than on the day in which the goods are dispatched, or should have been dispatched to the delivery address, unless a delay on the part of the Customer will prevent this. BEZ TRANSFORMÁTORÝ, a.s. shall be entitled to issue an invoice so that it becomes payable no later than on the date of the dispatch of the Goods. BEZ TRANSFORMÁTORÝ, a.s., at its sole discretion, shall be entitled not to ship the Goods until all invoices issued and due have been paid by the Customer.
2. If the Goods are delivered in parts, BEZ TRANSFORMÁTORÝ, a.s. is entitled to issue an invoice, according to the terms and conditions set out herein, for each part of the Goods delivered separately.
3. Disputes between the Customer and BEZ TRANSFORMÁTORÝ, a.s. relating to the timely and proper delivery of the Goods by BEZ TRANSFORMÁTORÝ, a.s., or relating to a failure of BEZ TRANSFORMÁTORÝ, a.s. to fulfil some of its obligations relating to the delivery of the Goods, shall not affect the due date of the invoices issued by BEZ TRANSFORMÁTORÝ, a.s., the invoiced amount or the Customer's obligation to pay the invoice in full, properly and on time.
4. In the event of the Customer defaulting on any payment, BEZ TRANSFORMÁTORÝ, a.s. shall be entitled, without the need for further notice, to withhold the delivery of the Goods or suspend the production and delivery of further Goods to the Customer. In the event of the Customer defaulting on the payment of an invoice, even partially, BEZ TRANSFORMÁTORÝ, a.s. shall be entitled to daily interest on the overdue amount at a rate of 0.05% for each day of the delay, even if only for the first day of such a delay.

IV. Right to Issue an Invoice

1. BEZ TRANSFORMÁTORÝ, a.s. is entitled to issue an invoice on the date on which the Goods are ready for delivery to the Customer, as ordered.
2. In the event of a delay by the Customer, BEZ TRANSFORMÁTORÝ, a.s. shall be entitled to issue an invoice as if the Goods have been delivered. Each invoice issued shall be treated as a separate tax document, the validity and due date of which shall be assessed individually. The Customer is not entitled to offset its unpaid claim against BEZ TRANSFORMÁTORÝ, a.s., on the basis of an issued invoice, without the prior written consent of BEZ TRANSFORMÁTORÝ, a.s., regardless of the legal reason for the origins of such a claim.

V. Delivery Method

1. The delivery of the Goods shall be made in accordance with the terms of FCA INCOTERMS® 2020. Any other delivery terms and/or clauses specified in the purchase order must be confirmed separately by

BEZ TRANSFORMÁTOR, a.s., together with the Goods specification, as per the purchase order and any technical documentation attached to it.

2. The time limit for the delivery shall be determined as precisely as possible, so as to avoid disputes. Any delay by BEZ TRANSFORMÁTOR, a.s. in delivering the Goods within the delivery period shall not constitute a material breach of the contract. For this reason (a delay by BEZ TRANSFORMÁTOR, a.s.), the Customer shall not be entitled to compensation for any damages and/or costs incurred as a result of such a delay. Likewise, the Customer shall not have the right to withdraw from the Contract or cancel the purchase order as a result of a delay by BEZ TRANSFORMÁTOR, a.s.
3. Any requests by the Customer to change the design and/or to change the specifications of the Goods shall always have the effect of changing (extending) the time for the delivery of the Goods under the purchase order.
4. If the Customer refuses to take delivery of the Goods at the place of the delivery as ordered, or if the Customer fails to make any payment upon a progressive delivery of the Goods, BEZ TRANSFORMÁTOR, a.s. may treat such an action by the Customer as a withdrawal from the contract, unless:
 - a) the customer subsequently takes delivery of the Goods and pays the outstanding amount within the timeframe specified in the purchase order; or
 - b) BEZ TRANSFORMÁTOR, a.s. agrees in writing to the Customer's request to postpone the delivery of the Goods to the place of delivery under the purchase order, or to postpone the due date of the payment, and the Customer reimburses BEZ TRANSFORMÁTOR, a.s. for all costs incurred in connection with the implementation of the Customer's request.
5. If, according to the purchase order, part of the performance of BEZ TRANSFORMÁTOR, a.s. includes the delivery of packaging, BEZ TRANSFORMÁTOR, a.s. is obliged to deliver packaging that is appropriate for the nature of the Goods, as well as the nature and risks of transport, to the place of the delivery in the usual manner. The costs of providing the packaging for the Goods are not part of the agreed price for the Goods, and the Customer is obliged to reimburse them to BEZ TRANSFORMÁTOR, a.s. on the basis of a separate invoice.
6. BEZ TRANSFORMÁTOR, a.s. shall not be liable for any damage or risk arising from the transportation of the Goods, or for any damage caused during the loading, unloading or placement of the Goods onto the means of transport.
7. The actual delivery date of the Goods will also depend on the Customer's cooperation in delivering the Goods, their final delivery instructions and their approved delivery method.
8. If BEZ TRANSFORMÁTOR, a.s. is also obliged to install the Goods at the place of the delivery, in accordance with the purchase order, the Customer shall be fully responsible for ensuring that the place of delivery is ready for the installation, including a connection to the required power and distribution networks. The costs associated with the installation of the Goods at the place of the delivery are not part of the agreed price for the Goods, and the Customer is obliged to reimburse BEZ TRANSFORMÁTOR, a.s. on the basis of a separate invoice, including the costs of preparing the Goods for their operation and the costs of the employees' work and their presence at the place of the installation.

9. If the Customer fails to take delivery of the Goods within the specified time limit after they have been made ready for dispatch, BEZ TRANSFORMÁTOR, a.s. shall be entitled to store such Goods at the Customer's expense. After the expiration of one (1) month from the date on which the Goods should have been ready for dispatch, BEZ TRANSFORMÁTOR, a.s. shall be entitled to charge the Customer a storage fee for the storage of the Goods. The rate of the storage fee shall be 0.08% of the price of the Goods for each (even initial) calendar day of their storage. If the Customer fails to take delivery of the ordered Goods after the expiry of three (3) months from the date on which they should have been ready for dispatch, BEZ TRANSFORMÁTOR, a.s. shall be entitled to issue the Customer with a settlement invoice for the Goods with immediate effect, it being assumed that the Goods have been duly delivered on that date, and the risk of damage to the Goods shall pass to the Customer. Pursuant to Article VI of these GTC, the ownership of the Goods shall pass to the Customer. At the same time, BEZ TRANSFORMÁTOR, a.s. shall be entitled to charge the Customer a storage fee increased by fifty percent (50%) from the original rate from the fourth (4th) month of storage. This claim for the payment of storage fees, invoicing and passing of the risk of damage is in addition to the claim of BEZ TRANSFORMÁTOR, a.s. for the payment of the purchase price of the Goods, and does not affect the Customer's obligation to pay the purchase price in full and on time.

VI. Risk of Damage and Ownership

1. The risk of damage to the Goods shall pass to the Customer, and the Customer shall be liable for damages in connection with a loss and/or damage and/or reduction in the quality of the Goods:
 - a) if BEZ TRANSFORMÁTOR, a.s. carries out the transportation of the Goods to the destination by its own means of transport or, on the basis of a separate agreement, BEZ TRANSFORMÁTOR, a.s. carries out the transportation of the Goods to the destination according to the purchase order on its own behalf, at the time when the means of transport is stopped at the place of the delivery for unloading the Goods; or
 - b) if the Goods are transported to their destination by the Customer, at the time when the means of transport designated by the Customer is stopped at the place for the loading of the Goods; or
 - c) if the Customer is in default in taking delivery of the Goods and/or making any payment to BEZ TRANSFORMÁTOR, a.s. on the first day of the Customer's default; or
 - d) in all other cases, at the time when the loading of the Goods has commenced.
2. Ownership of the goods, or of the part delivered, shall pass to the Customer at the following time:
 - a) when the Customer has paid to BEZ TRANSFORMÁTOR, a.s. all outstanding invoices and other claims due, the payment of which is asserted by BEZ TRANSFORMÁTOR, a.s. against the Customer on the basis of the relationship under the purchase order and/or on the basis of another contractual relationship; or
 - b) when BEZ TRANSFORMÁTOR, a.s. notifies the Customer in writing that the ownership of the Goods and/or of the part delivered has passed to the Customer.
3. BEZ TRANSFORMÁTOR, a.s., shall be entitled to demand the release and delivery of any Goods, or a part thereof, in respect of which the ownership has not passed to the Customer. For the purpose of

taking over the Goods to which the ownership has not yet passed to the Customer, BEZ TRANSFORMÁTORÝ, a.s. and/or its employees and/or third parties authorised by BEZ TRANSFORMÁTORÝ, a.s. are entitled to enter the land and buildings owned by the Customer and/or third parties, or the premises of the Customer and/or third parties, if the Goods owned by BEZ TRANSFORMÁTORÝ, a.s. are located therein.

4. If the Goods to which the ownership has not passed are in the possession of the Customer, the Customer is obliged to store and take care of the Goods with due care so that no damage to the Goods occurs until the ownership has been transferred, and upon the request of BEZ TRANSFORMÁTORÝ, a.s., the Customer shall be obliged to store and care for such Goods according to this paragraph separately from its other property and/or the property of other persons, and shall be obliged to clearly mark the ownership of BEZ TRANSFORMÁTORÝ, a.s. to such Goods on the Goods.

VII. Termination of Contract

1. If the Customer terminates the contract under which the Goods are to be delivered to them, in whole or in part, or frustrates its purpose, they shall be obliged to compensate BEZ TRANSFORMÁTORÝ, a.s. for all direct and indirect damages, costs and expenses incurred, as well as all losses (including overhead costs and profits) incurred by BEZ TRANSFORMÁTORÝ, a.s. up to the date of the termination of the contract and/or the frustration of its purpose by the Customer. This includes all costs and expenses incurred by BEZ TRANSFORMÁTORÝ, a.s. as a result of subcontracts or sub-orders related to the Goods that were cancelled or terminated as a result of the termination of the contract and/or the frustration of its purpose by the Customer.
2. The contract may be cancelled by a mutual agreement between the Customer and BEZ TRANSFORMÁTORÝ, a.s. In the case of such an agreement, the parties must also agree on the amount to be paid by the Customer to BEZ TRANSFORMÁTORÝ, a.s. for the reasons referred to in the preceding paragraph.

VIII. Specifications

1. If the Customer requests a change to the specifications of the Goods after BEZ TRANSFORMÁTORÝ, a.s. has accepted the purchase order, this does not affect the Customer's obligation to accept and pay for Goods that are already in production and/or for which BEZ TRANSFORMÁTORÝ, a.s. has already ordered the necessary materials.
2. If BEZ TRANSFORMÁTORÝ, a.s. has commenced the manufacture of the Goods according to the preliminary delivery schedule of the Goods before this schedule has been approved by the parties due to its own time and work schedules, the Customer is obliged to take delivery of such Goods when they are ready for delivery and to pay the agreed price, according to the purchase order.

IX. Losses, Deviations in Quantities, Obvious Defects Detected upon the Acceptance of the Goods

1. Upon their receipt, the Customer is obliged to properly inspect, check and test the Goods. Unless it is proven otherwise, it shall be deemed that the Goods were delivered to the Customer in the condition found during the inspection: fully functional and suitable for normal use.
2. The Customer's claims against BEZ TRANSFORMÁTORÝ, a.s. relating to losses of the Goods, deviations and/or obvious defects shall be invalid if:
 - a) the Customer fails to inspect, check and test the Goods upon their acceptance, but no later than three days from the date of the delivery to the place of the delivery as ordered, or if
 - b) the Customer, in the event of partial losses, partial deviations, partial non-delivery or a partial malfunction of the Goods, within five (5) days from the date of the delivery of the Goods, or in the event of a total loss, obvious defects, complete non-delivery or complete non-functionality of the Goods, fails to notify BEZ TRANSFORMÁTORÝ, a.s. in writing of the loss, deviation, non-functionality or obvious defects of the Goods within fourteen (14) days from the date of the shipment of the Goods for delivery, or if
 - c) BEZ TRANSFORMÁTORÝ, a.s. is not allowed to inspect the Goods in relation to which the Customer reports a loss, deviation, non-delivery or obvious defect, before any first use or handling thereof.
3. If the Customer fails to notify BEZ TRANSFORMÁTORÝ, a.s. of losses, deviations, non-delivery, defects or non-functionality of the Goods in the manner and within the time limits specified in this article hereof, the Goods shall be deemed to have been delivered in accordance with the purchase order and specifications by the Customer in their entirety, without defects or imperfections, properly and on time.
4. The Customer shall not be entitled to cancel the contractual relationship in respect of the remainder of the Goods under the purchase order due to deficiencies in the quality or quantities in the case of a partial delivery of the Goods.

X. Defects of Goods Discovered Subsequently after an Inspection, Hidden Defects

1. The Customer's claims against BEZ TRANSFORMÁTORÝ, a.s. due to hidden defects of the Goods and/or such defects of the Goods that were not detected during the inspection of the Goods upon the acceptance of the Goods shall be invalid if:
 - a) the Customer fails to discover the existence of a defect in the Goods after the receipt of the Goods, even though they should and could have discovered it given due care, or if they fail to discover the existence of a defect within two (2) weeks from the date of the receipt of the Goods at the latest, or if
 - b) the Customer fails to notify BEZ TRANSFORMÁTORÝ, a.s. of the discovery of the defect without undue delay after its discovery, but no later than within three (3) days from the date of its discovery, or if
 - c) the Goods have been used and/or altered and/or tampered with in any way, or if

- d) the Customer fails to notify BEZ TRANSFORMÁTORÝ, a.s. of the existence of a defect within three (3) months from the date of the delivery of the Goods or, in the case of a component of the Goods that was delivered to BEZ TRANSFORMÁTORÝ, a.s. by its subcontractor, within the period specified by the subcontractor.
2. Any claims by the Customer against BEZ TRANSFORMÁTORÝ, a.s. relating to defects in the Goods shall expire if the Customer modifies the Goods in any way, without the written consent of BEZ TRANSFORMÁTORÝ, a.s., or if the defects are caused by an unprofessional intervention, damage, or wear and tear resulting from the unprofessional use of the Goods.
 3. All claims of the Customer against BEZ TRANSFORMÁTORÝ, a.s. on the basis of any defects in the Goods shall also expire if the Customer continued to use the Goods after discovering the defect, or after the defect could have been discovered given reasonable care.
 4. After the Customer has notified BEZ TRANSFORMÁTORÝ, a.s. of a defect in the Goods in accordance with the preceding articles of the GTC, BEZ TRANSFORMÁTORÝ, a.s. is entitled to inspect the Goods within one (1) month, or within three (3) months if the Goods were located abroad at the time that the Customer notified BEZ TRANSFORMÁTORÝ, a.s. of the defect. This period shall start on the first day of the month following the month in which the Customer has notified BEZ TRANSFORMÁTORÝ, a.s. of the defect and provided its exact specifications. The Customer is obliged to provide BEZ TRANSFORMÁTORÝ, a.s. with assistance for the inspection, in the scope according to the requirements of BEZ TRANSFORMÁTORÝ, a.s., including the importing of the Goods at its own expense to the registered office of BEZ TRANSFORMÁTORÝ, a.s.

XI. Warranty and Claims for Defects in the Goods

1. BEZ TRANSFORMÁTORÝ, a.s. is responsible for the delivery of the Goods in the quality as ordered, without any defects in the material and workmanship.
2. At its discretion, BEZ TRANSFORMÁTORÝ, a.s. shall repair or replace Goods that are demonstrably defective within six (6) months of the Goods being put into operation, or within twelve (12) months of the Goods being delivered, whichever is sooner. This is provided that the Customer has notified BEZ TRANSFORMÁTORÝ, a.s. in writing of the defect without undue delay, in accordance with these GTC, and that the defect was caused by a design, material or manufacturing fault in the Goods delivered by BEZ TRANSFORMÁTORÝ, a.s. BEZ TRANSFORMÁTORÝ, a.s. accepts no responsibility for damage caused by the improper transport, storage, installation, operation or maintenance by the Customer or a third party, nor for damage relating to erosion or corrosion. BEZ TRANSFORMÁTORÝ, a.s. also accepts no responsibility for Goods that have been subject to improper use, neglect, accidents, repairs or modifications performed by persons other than BEZ TRANSFORMÁTORÝ, a.s., or for damage not caused exclusively by BEZ TRANSFORMÁTORÝ, a.s.
3. The Customer is obliged to accept the repaired or replaced Goods according to the way in which BEZ TRANSFORMÁTORÝ, a.s. has decided to eliminate the defect of the Goods.
4. BEZ TRANSFORMÁTORÝ, a.s. shall not be liable for any damages, penalties, payments, additional costs or delays incurred by the Customer and/or any third party due to the delivery of defective Goods.

5. BEZ TRANSFORMÁTOR, a.s. does not provide any warranty for Goods that it does not manufacture, nor does it provide any statement or recommendation in relation to such Goods regarding their use, maintenance and the compliance of their use with the rights arising from the industrial and intellectual property of third parties.

XII. Exclusion of Liability, Limitation of Damages

1. Any other and/or different liability of BEZ TRANSFORMÁTOR, a.s., apart from its liability under these GTC, including liability for death, personal injury, loss of profit, damage to property, costs of the mitigation of damages which were and/or may have been caused, in part or in whole, in connection with the Goods, is excluded in its entirety.
2. In the event that the liability of BEZ TRANSFORMÁTOR, a.s. is not excluded and BEZ TRANSFORMÁTOR, a.s. is obliged to indemnify the Customer against its liability, or to provide any other indemnity, such indemnity or the amount of the indemnity shall be limited to the amount of the insurance indemnity to be provided by the insurer with whom BEZ TRANSFORMÁTOR, a.s. has taken out liability insurance for this reason. The Customer's claim for compensation or indemnity under this paragraph shall be payable on the day following the day on which the insurer has provided the claim.
3. In the event that BEZ TRANSFORMÁTOR, a.s. is unable to invoke the protection under the preceding paragraph hereof, the claim for damages or any performance by BEZ TRANSFORMÁTOR, a.s. on account of its liability shall be limited to an amount equal to 10% of the agreed price of the Goods.

XIII. Trade Secrets and Industrial and Intellectual Property Rights

1. All information provided by BEZ TRANSFORMÁTOR, a.s. to the Customer about its trade secrets, both during the negotiations for the conclusion of the contract and/or in connection with the purchase order, and in connection with the performance of BEZ TRANSFORMÁTOR, a.s.'s obligations under the purchase order and/or the contract, shall be treated as confidential by BEZ TRANSFORMÁTOR, a.s. The Customer must also treat such information in accordance with the relevant legal regulations on the protection of trade secrets and confidential information in cases of business dealings.
2. All drawings, records, computer software, catalogues and any other documents which are the subject of the specification, use, description or determination of the Goods by BEZ TRANSFORMÁTOR, a.s., and which the Customer has received from BEZ TRANSFORMÁTOR, a.s. in connection with the Goods, are the property of BEZ TRANSFORMÁTOR, a.s. and as such constitute the subject matter of its trade secrets. At the same time, the Customer acknowledges that, if the documents referred to in the previous sentence hereof are subject to protection under intellectual and industrial property rights, all such rights shall belong to BEZ TRANSFORMÁTOR, a.s., unless it is otherwise specified.
3. The Customer is not entitled to copy these documents, provide them to third parties, or dispose of them in any way in order to use them for its own needs and/or for the needs of third parties, and is

obliged to maintain confidentiality about the contents of these documents. According to this clause, only BEZ TRANSFORMÁTORÝ, a.s. may relieve the Customer of their obligation to keep confidential any facts learned from BEZ TRANSFORMÁTORÝ, a.s. This does not apply if the Customer is performing a legal obligation.

4. In the event that any third party asserts any alleged claims against the Customer in connection with the Goods on the basis of unsettled claims arising from industrial and/or intellectual property rights, in particular, but not limited to, infringements of a patent, design, trademark and/or any work, the Customer is obliged to immediately inform BEZ TRANSFORMÁTORÝ, a.s. of this fact and, consequently, of the further course of the application and resolution of these claims. At the same time, the Customer is obliged to follow the guidelines and instructions of BEZ TRANSFORMÁTORÝ, a.s. when resolving and settling any claims hereunder.
5. In the event that the Customer fails to fulfil its obligations under the preceding paragraph hereof in a proper and timely manner, the Customer shall be fully liable for the damages incurred by BEZ TRANSFORMÁTORÝ, a.s. as a result.
6. BEZ TRANSFORMÁTORÝ, a.s. shall not be liable for an infringement of the rights of third parties arising from their industrial and/or intellectual property, if such an infringement was caused by compliance with the specification of the Goods according to the contract and/or the purchase order delivered by the Customer, and/or compliance with the Customer's instructions. In the event of any claims by third parties against BEZ TRANSFORMÁTORÝ, a.s. for an infringement of intellectual and industrial property rights, which should have been caused by the compliance with the specifications of the Goods according to the contract and/or the purchase order delivered by the Customer, and/or by compliance with the Customer's instructions, the Customer shall be obliged to effectively defend BEZ TRANSFORMÁTORÝ, a.s. without undue delay and at its own expense.

XIV. Documentation of the Customer for the Goods

1. The Customer is fully responsible for ensuring that all documentation necessary for the manufacture of the Goods is complete, correct, accurate and suitable, regardless of whether it is supplied directly or indirectly by the Customer, its employees, agents or consultants.
2. Any recommendations or suggestions made by BEZ TRANSFORMÁTORÝ, a.s. to the Customer regarding the Customer's submitted documentation shall not constitute a limitation of the Customer's liability or an assumption of liability by BEZ TRANSFORMÁTORÝ, a.s. for the completeness, correctness, accuracy or suitability of the documentation, unless BEZ TRANSFORMÁTORÝ, a.s. expressly accepts liability for these aspects in writing.
3. The Customer shall be liable for any damages incurred by BEZ TRANSFORMÁTORÝ, a.s. as a result of the documentation they have submitted and/or the manufacture of the Goods in accordance with that documentation, if this infringes intellectual or industrial property rights. In the event that any third party asserts any claims against BEZ TRANSFORMÁTORÝ, a.s. on this basis, in particular, but not limited to, claims arising from industrial and/or intellectual property rights, in particular, but not limited to, infringements of patent rights, designs, trademarks, and/or any work, the Customer shall be obliged to settle such claims of third parties at its own expense on behalf of BEZ

TRANSFORMÁTOR, a.s. so that BEZ TRANSFORMÁTOR, a.s. does not fall into default towards such third parties. If the Customer fails to fulfil its obligations under the previous sentence hereof properly and in a timely manner, the Customer shall be fully liable for any damages incurred by BEZ TRANSFORMÁTOR, a.s., and shall also be obliged to reimburse BEZ TRANSFORMÁTOR, a.s. for all and any costs that BEZ TRANSFORMÁTOR, a.s. has reasonably incurred in its defence against the claims asserted by third parties under this paragraph, including the costs of court proceedings and legal representation.

XV. Technical Data and Information

1. Information relating to the advertising sales carried out by BEZ TRANSFORMÁTOR, a.s., as well as the technical literature published by BEZ TRANSFORMÁTOR, a.s., is considered to be correct in the context in which it is presented. Any information and details of the performance, installation examples and installation methods given in such literature and advertising sales are based on the experience derived from test operations under laboratory conditions and are provided for general guidance only. None of such data shall be part of the specifications of the Goods under the purchase order or the contract, unless they have become part thereof by virtue of a representation made by BEZ TRANSFORMÁTOR, a.s. in the manner set out in these GTC.

XVI. Insolvency and Bankruptcy

1. If the Customer becomes insolvent, if a bankruptcy petition is filed against their assets, if they enter into a restructuring or liquidation process, or if they are declared to be a company in crisis, BEZ TRANSFORMÁTOR, a.s. is entitled to terminate the contractual relationship with the Customer by giving them due notice.

XVII. Force Majeure

1. Neither party shall be liable for a failure to perform, or a breach of, its obligations under the contract or purchase order, if such a breach is caused by force majeure circumstances on the part of the breaching party.
2. Such circumstances include government regulations and orders, a state of war, strikes (including those by subcontractors), labour and industrial disputes, machinery and equipment breakdowns, plant shutdowns, accidents, fires, pandemics and other circumstances beyond the control and influence of the breaching party.

XVIII. Common and Final Provisions, Applicable Laws

1. If the Goods are used, built into or incorporated into the Customer's own products, the Customer shall be liable to the end consumer, even if only the Goods delivered by BEZ TRANSFORMÁTOR, a.s. are found to be defective.

2. The Customer shall reimburse BEZ TRANSFORMÁTORÝ, a.s. for any costs related to the work and performances carried out by BEZ TRANSFORMÁTORÝ, a.s. in connection with the Goods outside the operations of BEZ TRANSFORMÁTORÝ, a.s. The Customer shall be liable for any damages incurred by BEZ TRANSFORMÁTORÝ, a.s. in connection with a stay of its employees at the Customer's premises.
3. By entering into a contractual relationship or the placing of a purchase order by the Customer, the Customer expresses and confirms their consent to these GTC, as well as to the fact that their contractual relationship with BEZ TRANSFORMÁTORÝ, a.s. is subject to these GTC. The GTC shall become part of the legal relationship between BEZ TRANSFORMÁTORÝ, a.s. and the Customer at the moment of the establishment of this legal relationship. By establishing the legal relationship as set out in the preceding sentence, the Customer confirms and declares that they have read these GTC, which were provided with the purchase order or made available on the BEZ TRANSFORMÁTORÝ, a.s. website, and that they accept them without reservation as part of their legal relationship with BEZ TRANSFORMÁTORÝ, a.s. The legal relationships covered by these GTC are not covered by the Customer's General Terms and Conditions.
4. The legal relationships which are the subject of these GTC are governed by the laws of the Slovak Republic. These GTC exclude all effects of dispositive statutory provisions that are inconsistent with the purchase order, the contract or these GTC.
5. Any disputes arising from the legal relations subject to these GTC shall be settled by the courts of the Slovak Republic with the local jurisdiction over the registered office of BEZ TRANSFORMÁTORÝ, a.s.
6. In the event that any provision of these GTC is declared invalid, the remaining provisions shall remain valid.
7. These GTC of BEZ TRANSFORMÁTORÝ a.s. are valid for the legal relationships that are their subject matter from 1 October 2025 onwards.