

Article 1: Introductory provisions

- 1.1 These general sale trading conditions (hereinafter referred to as „GSTC“) apply and regulate all requirements, orders, bids and contracts of the company FIBERSTRUCT s.r.o., seated at Priemyselná 720, 072 22 Strážske, the Slovak republic, registered in the Companies register of the District Court Košice I, section Sro, insert Nr.: 14666/V, Identification Nr.: 36 577 219 (hereinafter referred to as „Fiberstruct“ or „seller“ or „contractor“) in which Fiberstruct appears as a seller of goods, service provider or contractor (hereinafter referred to as „goods“ or „work“) if these GSTC are or could have been known to the buyer before the contract conclusion.
- 1.2 Amendments of these GSTC in individual contracts may be agreed only in writing; otherwise they are not in effect.
- 1.3 In individual contractual relations, the seller does not accept the Trading conditions of the buyer or orderer of service or work (hereinafter referred to as „buyer“ or „orderer“) irrespective of how they are denoted. Anytime and anywhere when possible, exclusively these conditions - GSTC of the seller are applicable.
- 1.4 In case some trading conditions different from those specified in these GSTC are agreed in a particular contract, they supersede conditions specified in these GSTC. This fact does not affect the validity and effect of other rights and obligations of the seller and the buyer pursuant to these GSTC.
- 1.5 If these GSTC mention seller, buyer or goods, these notions also relate to contractor, orderer and work in case of a contract for work.

Article 2: Bids of the seller

- 2.1 Any bid prepared by the seller based on a request of the buyer or also without the request of the buyer is not binding unless the obligations are not expressly stated in the bid.
- 2.2 The bid of the seller is prepared based on the information and/or technical and other specifications provided by the buyer. Seller is entitled to complement the bid by technical or other specifications based on a special requirement of the buyer provided later.
- 2.3 Prices, information and/or technical specifications shown in catalogues or in other documents of the seller (e.g. advertising brochures) are subject to modifications upon an exclusive decision of the seller. The buyer is not entitled to refer to them unless a distinct and binding reference to catalogues, advertising brochures or documents of the seller is expressly agreed in the contract concluded between the seller and the buyer.
- 2.4 If the binding bid by the seller fails to be accepted by the buyer within three months from the date of being delivered to the buyer, the contract is considered not concluded.
In such case, the seller is entitled to charge the cost incurred in relation with the preparation of a binding bid if it is based on requirements of the buyer. The cost means also personal cost and other fulfillments to employees of the seller participating in the preparation of the binding bid.
- 2.5 Each bid of the seller is prepared supposed goods are made, supplied and used under usual, commonly assumable conditions and circumstances. The seller does not account for the correctness or completeness of its bid if it is shown that, in a particular case, circumstances or conditions are different than those usual or commonly assumable ones.

Article 3: Concluding contract

- 3.1 If, based on a binding bid of the seller, the buyer issues a written order, the contract is held concluded in the moment the order of the buyer is delivered to the seller.
- 3.2 If the buyer delivers the order to the seller – a draft for concluding the contract without the bid prepared by the seller or if the seller sends only an unbinding bid to the buyer-, the contract is concluded in the moment when the seller accepts the order of the buyer without any reservation or comments or if the goods are supplied / a service is provided for the buyer in accordance with the order of the buyer.
- 3.3 In case of oral negotiations, the contract is considered concluded only on the day when the seller sends a written confirmation of the order to the buyer. If the confirmation of the order fails to be sent within 14 days from the day oral negotiations are finished, the contract is considered not concluded, except for the case goods are supplied within 14 days exactly in accordance with the negotiated conditions or if service providing is started and neither of the parties immediately impeaches this procedure.
- 3.4 Contracts concluded by employees of the seller overstepping the scope of powers granted to them pursuant to internal rules of the seller are binding for the seller only if confirmed in writing by the seller without undue delay. The seller is obliged to provide the confirmation of the contracted so concluded or the refusal of the contract so concluded immediately when the seller finds that such a contract is concluded by a non-authorized employee of the seller on its behalf.

Article 4: Price for goods

- 4.1 Prices or other expressly agreed charges in the contract are in Euro. Unless it expressly follows from the contract in writing, the price is a price without VAT, customs charge, consumption taxes and eventual travel and accommodation expenses incurred or that may incur to the seller. VAT, customs charge, consumption taxes and travel/accommodation expenses shall be added to the price the buyer is obliged to pay.
- 4.2 If, after the bid of the seller (binding or not binding) has been sent and following the conclusion of the contract, but prior than goods are supplied, there is a substantial increase of prices of one or more price-determining factors such as purchased raw materials and other materials or parts, increase of wages, contributions, taxes, etc., due to an amendment of a legal regulation or if there is a substantial change of exchange rates, etc., the seller is entitled to accordingly and unilaterally modify the agreed price for goods, also in the case when the price increase is caused by the seller. If prices or taxes or other inputs increase by more than 5 % compared to the prices effective in the time of preparing the bid by the seller, the prices for inputs shall be considered substantial.
- 4.3 The seller will inform the buyer on a unilateral price increase (4.2) as soon as possible.
- 4.4 In case the seller unilaterally increases the agreed price by more than 10 % compared to the original price shown in the bid of the seller, the buyer is entitled to withdraw from / rescind the concluded contract within 3 days from the date of delivery of the notification of the price increase. In this case, none of the parties is entitled to request any contractual fines or damage compensation. After the aforementioned 3-day-period, the buyer is not entitled to withdraw from / rescind the contract.
- 4.5 Extra work and activities not included in the seller's bid as a part of the price for supply of goods or are not described as a subject-matter of the contract shall be extra charged in accordance with usual prices and charges by the seller to the buyer.
- 4.6 Prices and charges are considered agreed supposed goods or work shall be supplied without delay and continuously. In case of a delayed supply of goods or suspended work caused by circumstances on the side of the buyer, the buyer is obliged to pay for extra

work and reimburse all thus incurred cost to the seller related to suspension or delay. The cost charged by third parties is considered the cost related to extra work due to an interruption or delay.

- 4.7 If not expressly agreed otherwise, the agreed prices never include prices for excavation work, leveling, squaring, basement construction, brick and plaster work, wallpaper work, repairs or building work on sewage, water, gas and electric power supply, prices for lifting and removing, loading and unloading goods, handling goods, price for measuring aimed at preventing damage, etc.

Article 5: Supply of goods

- 5.1 Supplying goods to the buyer, always the clause „ex works“ (Incoterms 2020) is applied unless expressly otherwise agreed in writing. The price for goods / service is agreed based on parity and under the condition „ex works“ seller.
- 5.2 Incoterms 2020 issued by the International Chamber of Commerce in Paris shall be applied for the interpretation of the meaning and legal consequences of clauses or terms of delivery.
- 5.3 Date of delivery of goods agreed in the contract may not be interpreted as a final deadline without providing possibility to deliver goods also after this date unless expressly agreed otherwise. In spite of this fact, the seller is obliged to use best efforts to adhere to this date of delivery.
- 5.4 As soon as the seller learns of not being able to meet its obligations under the contract toward the buyer, especially those related to the date of delivery of goods or if this may reasonably be assumed, the seller shall inform the buyer in writing stating the anticipated date of delivery.
- 5.5 The seller is entitled to supply goods to the buyer also in parts, as partial deliveries of goods. Such partial deliveries of goods may be invoiced in parts per each separate delivery.
- 5.6 In case of a delay of deliveries caused by circumstances excluding liability, the buyer is neither entitled to request a damage compensation, nor to withdraw nor to rescind the contract, nor to apply any rights for contractual or other sanctions toward the seller. Circumstances excluding liability are all circumstances preventing or substantially complicating meeting obligations of the seller to deliver goods as e.g. wars, natural disasters, pandemic and legal or factual limitations complicating the contract execution. Circumstances excluding liability also are delayed supply of duly and timely ordered material for reasons on the side of third persons, not assumed transport problems, industrial breakdowns of the seller, vandalism, strike of employees, etc.
- 5.7 If the date of delivery of goods shall not be observed by the seller for reasons different from those excluding liability, the buyer may apply a contractual fine in the amount of 0.05 % of the price of undelivered goods for each day of delay, maximum, however, up to 5 (five) % of the price for ordered goods (which amount already includes VAT). Beside this contractual fine, the buyer has no right for any compensation of damage caused or induced by delay of the seller.
- 5.8 The buyer is obliged to insure goods to be delivered and execution of work, at its own expense, being obliged to block the insurance payment to the benefit of the seller.
- 5.9. These GSTC are in force for issuing and paying invoices for both total and partial deliveries.

Article 6: Work execution

- 6.1 If not otherwise agreed in writing, it is assumed that a working week is 5 working days long and the work on goods shall be executed only on working days. All the work executed beside the normal working hours shall be charged as extra work to the buyer.
- 6.2 A day on which the seller is not able to perform the work is a day when climatic conditions do not allow the seller to assure the contracted quality of work or the work on goods to be delivered are barred by weather.
- 6.3 The seller is entitled to subcontract a part of or the complete work by a third person (a subcontractor). The seller informs the buyer on subcontractors upon its request in writing.
- 6.4 If the buyer asks, recommends, or instructs seller to use specific entity as sellers subcontractor, the buyer is solely responsible for such selection and its consequences, including, inter alia, qualifications and skills of subcontractor, bankruptcy or other legal or financial problems, or other problems of subcontractor, strikes and related production and delivery problems etc..

Article 7: Packing goods

- 7.1 If requested by the buyer, the seller shall pack goods. The price for packing shall be separately invoiced to the buyer.

Article 8: Risk of damage and property right for goods

- 8.1 The seller, unless otherwise explicitly agreed in writing, delivers the goods in sellers premises, that is „ex works“. The seller makes goods available to the buyer in the sellers plant or the sellers warehouse. Delivery in the premises of the seller, that is „ex works“ , and related transfer of risk onto buyer „ex works“ shall apply also in case if the seller arranges the transport of goods or if the seller pays for such transport.
- 8.2 The risk of damage on goods is transferred to the buyer when goods are provided to the buyer or to the third person authorized for take over by the buyer.
- 8.3 If the buyer is in delay with take over of the goods, the risk of damage on goods is transferred onto the buyer when the take over is actually enabled by the seller.
- 8.4 If the buyer is in delay with take over of goods, goods are held for delivered when the buyer is enabled to unload goods. In this case, the seller is entitled to store and insure goods at the expense and risk of the buyer.
- 8.5 If the buyer is in delay with take over of goods for more than three months, the seller is entitled to withdraw from or rescind the contract unilaterally. In this case, the seller is not bound to pay any contractual or other fines or legal sanctions to the buyer. The right of the seller for agreed contractual fines or damage compensation toward the buyer is thus not affected.
- 8.6 The property right for goods is transferred from the seller to the buyer only if and only after the buyer pays the total purchase price as well as all other amounts due pursuant to the contract and these GSTC and if the buyer has also paid contractual fines and other claims resulting from the breach of contract.

Article 9: Property title reservation and lien

- 9.1 The seller is the proprietor of all goods supplied and of all other fulfillments until:
- all obligations under the concluded contract are paid to the seller,
 - all other obligations under any other contracts concluded between the seller and the buyer are paid,

- c. all claims of the seller resulting from the aforementioned contracts are paid to the seller in the full scope.
- 9.2 The seller reserves the property title to all work executed and goods until the buyer meets its obligations including payment for accessories, i.e. interests, late interests and other expenses, e.g. attorney charges.
- 9.3 The buyer is not entitled to hold goods owned by the seller. The buyer is not entitled to pledge goods owned by the seller in favor of third persons. Also, the buyer is not allowed to handle goods in whatever way without a preceding consent of the seller.
- 9.4 If the buyer fails to meet any of its obligations toward the seller resulting from the contract concluded between the buyer and the seller, the seller is entitled any time to remove goods owned from the premises of the buyer or any other premises where goods are located. The seller is entitled to request all expenses related to the removal of goods to be paid by the buyer.
- 9.5 When the buyer meets all its obligations toward the seller, the seller shall promptly assist the buyer to acquired goods in its holding. Promptly removing barriers created by the seller in the time of the failure of the buyer to meet obligations, shall be executed at the expense of the buyer.

Article 10: Assembly

- 10.1 These provisions of GSTC are applied also in case the seller is in charge of assembling goods delivered pursuant to the contract.
- 10.2 The seller performs the assembly work exclusively on goods supplied by the seller.
- 10.3 The buyer is obliged to provide adequate conditions and all necessary co-operation for performing assembly work properly.
- 10.4 Within the necessary co-operation, the buyer is obliged to provide the following duly, timely and at its own expense, especially
- suitable storage spaces and/or office spaces that can be locked,
 - permits of cognizant authorities of public administration, exceptions, etc. required for the performance of assembly work,
 - sufficient water, gas and electricity supply, material and tools as well as other means and equipment required by generally binding legal regulations or required for a satisfactory performance of assembly work.
- 10.5 The buyer is obliged to take all required steps to facilitate the seller to perform assembly work continuously, without interruption. If it is not possible to start assembly work in the agreed time due to circumstances not caused by the seller, the buyer is obliged to compensate the damage to the seller incurred to the seller due to default. The procedure is similar in the case if assembly work cannot be finished in the agreed time due to circumstances not caused by the seller.
- 10.6 Taxes, charges and contributions related to employees of the seller or third persons the seller engages for the performance of assembly work are taken in the price for assembly pursuant to the contract into account or in additional cost pursuant to the following section.
- 10.7 Assembly work shall be performed for the buyer for the price pursuant to price lists of the seller relating exclusively to goods agreed in the contract. Additional cost may be invoiced to the price. The buyer is obliged to pay additional cost against the invoice issued by the seller. Additional cost includes especially:
- a. cost caused by the fact that it is not possible to perform assembly work in regular working hours,
 - b. travel and accommodation expenses if not included in the price,
 - c. cost caused by the fact that it is not possible at all to perform assembly work due to factors not caused by the seller.

Article 11: Invoicing and payments for goods

- 11.1 The payment for goods is effected after goods are delivered against the invoice issued by the seller. Each invoice issued by the seller is mature within 30 days from the date the invoice is issued on. If the invoice is not issued properly, the buyer is without delay obliged to inform the seller in writing. The invoice correction has no effect on the maturity (the maturity is not prolonged) of the originally served invoice of the seller.
- 11.2 If parties agree that the seller also performs assembly of goods supplied, the seller is entitled to request partial payments of the price for assembly or payments for additional cost in relation to the progress of work. If not agreed otherwise maturity of the price for assembly works (including the partial payments and additional costs) shall be 15 days since execution of invoice by the seller.
- 11.3 The payment (price) is considered paid only when credited to the bank account of the seller. Payments by the buyer are always first used for the payment of late interest and other accessories of debt and only then for the payment of due principal.
- 11.4 In case of default of the buyer with the payment, the buyer is obliged to pay the late interest in the amount by 8 % higher than the regular interest rate of the European Central Bank applied before the first calendar day of the calendar half-year in which the default occurs.
- 11.5 Seller is entitled to request the compensation of both court and extra court charges and cost (including public charges and actually paid fees of attorneys) connected with enforcing debts in the full amount no matter whether the seller shall be adjudicated the compensation of law charges in a court or another proceedings or not and without regard to the amount of approved compensation of charges.
- 11.6 The buyer is not entitled unilaterally to include its obligations toward the seller to its confirmed or alleged debts toward the seller resulting from the concluded contract or by reason of other legal relations between the seller and the buyer
- 11.7 The seller is entitled to ask, for the purpose of ensuring fulfilment of sellers claims towards the buyer, the buyer to arrange an irrevocable and unconditional bank guarantee acceptable for the seller or to provide another suitable collateral.

Article 12: Basic documents required for making goods

- 12.1 All basic documents required for making goods as e.g. drawings, calculations, bids, models, etc., no matter whether they are provided to the buyer for meeting conditions of the concluded contract or not, and aside from an eventual contribution of the buyer for their preparation, remain exclusively in the ownership of the seller for the whole time.
- 12.2 The buyer is not entitled to use (including copying and lending to third persons) basic documents specified in the preceding subparagraph without a previous written consent by the seller.
- 12.3 Technical specifications specified or prepared by the seller are binding only if they constitute a part of the contract. The seller is entitled to invoice the cost for their preparation separately.

Article 13: Modifications, extra work, work in a smaller scope

- 13.1 Extra work or work in a smaller scope shall be initiated within 30 days from the date the buyer notifies their need or if, for other reasons (e.g. vis major), the work in the original scope cannot be done.
- 13.2 In case of any extra work for the benefit of the buyer (including, inter alia, works related to damage prevention or damage reduction) for such extra works the buyer shall pay to the seller compensation as requested by seller.

Article 14: Assignment

14.1 The seller is entitled to assign or transfer rights or obligations under the valid contract, as a whole or partially, to a third person or several third persons without a preceding consent of the buyer. The buyer shall be informed on this assignment or transfer in writing.

Article 15: Right for industrial and other intellectual property

- 15.1 If, when executing the contract, the buyer specified the work procedure, material, certain working method or if the buyer provides drawings, samples, models to the seller, the buyer accounts for all legal consequence of any breach of patent rights, rights of trademarks, copyrights or any other industrial rights and other rights of intellectual property of third persons. The seller is not obliged to inquire and examine instructions, basic documents and information obtained from the buyer, is not obliged to check their compliance with the right of third persons and is not obliged to examine if the buyer is entitled to use the intellectual property of other persons.
- 15.2 The buyer is not entitled to provide any documents of the seller to third persons without a previous written consent of the seller. Finishing the work, the buyer is obliged to return all such documents to the seller. If failing to do so, the buyer is obliged to pay a contractual fine of Euro 1.200 - for every day, even only started day of delay as well as all the damage if the damage exceeds the amount covered by the contractual fine.
- 15.3 To the seller belong all the intellectual property rights originating or resulting from the execution of the agreement between the seller and buyer.

Article 16: Instructions, charts and materials

- 16.1 The seller assumes the liability for charts, materials or instructions provided only in connection with guarantee conditions pursuant to these GSTC. The buyer is liable for suitability of materials and instructions provided by buyer.
- 16.2 In case of goods made pursuant to charts or instructions by the buyer, the seller is accountable only for compliance of goods with charts or instructions by the buyer. The buyer is entitled to check materials to be used in making goods at its own expense. Once the materials are processed, the buyer can no more claim defects of material if the defects could have been detected with professional care timely applied.
- 16.3 If the buyer requires approval of charts or instructions, the seller is not obliged to do so. The buyer is obliged to provide sufficient time and the required co-operation to the seller in examining the suitability of charts or instructions and creating a professional opinion on charts or instructions. When required by the seller, the buyer is obliged to provide all documents, basic documents and information required for creating a professional opinion of the seller.
- 16.4 If the bid of the seller, contract or other documents prepared by the seller in the process of preparing the contract do not include the obligation of the seller to approve charts or instructions prepared by the buyer, the seller is entitled, if requested by the buyer to do so, to charge the compensation of the cost related to the work required for creating a professional opinion and approval.
- 16.5 The seller is in no way liable for materials or their parts on the use of which the buyer insisted or which the buyer provides.

Article 17: Quality, guarantee

- 17.1 The seller provides a guaranty for the material quality of 12 month to the buyer. The seller guarantees that the supplied material is without defects resulting direct from the material designed and supplied by the seller. The seller guarantees that goods supplied are without defects caused direct by manufacture. The exemptions for the guarantee are described, inter alia, in article 17.5..
- 17.2 If parties agree the seller also provides for assembly of goods, the seller is also liable for the performance of assembly work related to goods supplied for the period of 12 months from the date of assembly.
- 17.3 The guaranty for the quality of goods pursuant to subpar. 1 and 2 of the present article of these GSTC is dependent on notifying a defect by the buyer to the seller on time. A claim is notified timely only if it is notified to the seller in writing not later than within 8 days from the date the defect could have been detected if professional care was duly and timely exercised. In case of failure of the buyer to notify defects duly and on time, the seller has no obligations toward the buyer resulting from guarantee. In case of doubts, the buyer is obliged to prove to have adhered to the 8-day-period.
- 17.4 The buyer is obliged to provide a co-operation to the seller in determining who under the present GSTC is liable for defects or whether the guarantee of the seller is applicable.
- 17.5 The guarantee of the seller is not applicable/ does not cover following cases/ defects:
- if the buyer in compliance with the contract specifies the work procedure or method of making goods,
 - if the buyer, without a previous consent of the seller, interferes with, repairs or assemblies/disassemblies goods during the guaranty period,
 - if goods are damaged due to use of goods, improper use of goods or failure to maintain goods,
 - if the damage is a consequence of substandard quality or improper procedure of using goods processed for another work,
 - if the damage is caused by external mechanical effects,
 - if the buyer fails to observe guarantee conditions specified by the seller in operating manuals or certificates of warranty.
- 17.6 The seller is not obliged to pay the costs the buyer spends interfering with or repairing goods if done without a previous written approval by the seller. These costs are borne by the buyer in the full scope.
- 17.7 The buyer can only utilize this guarantee terms if the total purchase price, its accessories and other charges or expenses pursuant to the present GSTC are completely paid to the seller, i.e. if the buyer has no obligations under the contract toward the seller.
- 17.8 If a quality guarantee applies to goods pursuant to the above provisions, the seller is obliged to repair goods or to supply goods or a part of goods or to do assembly work again at its own discretion and expenses.
- 17.9 If, in connection with meeting obligations resulting from the guarantee provided, the seller delivers new goods or a part of goods to the buyer or replaces goods or a part of goods, they shall be owned by the buyer starting from the moment they are delivered or replaced.
- 17.10 In case seller receives from its supplier guarantee period of the length shorter than general guarantee of seller, then in relation to the specific part supplied with shorter guarantee period, only the shorter guarantee period of seller's supplier is applicable.

Article 18: Claims

- 8.1 The buyer is not entitled to claim defects of goods if the buyer fails to apply these claims with the seller in writing exactly specifying defects within 8 days from the date of delivery of goods or within 8 days from the date when exercising professional care, these defects could have been found.

- 18.2 The buyer is obliged to enable, upon first request of the seller, the repair of the defects of the goods. If the buyer does not enable such repair, buyer loses all rights and entitlements related to faulty delivery.

Article 19: Permitted deviations

- 19.1 Goods agreed in the contract may be made with deviations common for the relevant type of goods or admissible pursuant to the relevant technical standards.
- 19.2 Goods made within common or permitted deviations have no defects, i.e. the buyer is not allowed to apply in such cases rights resulting from the liability for defects in relation to deviations.

Article 20: Liability

- 20.1 The seller is liable to the buyer for damage if the buyer proves that damage is exclusively caused by a breach of obligations by the seller making goods pursuant to the concluded contract.
- 20.2 The seller is liable to the buyer for damage of goods supplied if the seller is in charge of assembly of goods and if damage is exclusively caused by a breach of obligations of the seller doing assembly work.
- 20.3 The seller is liable to the buyer in compliance with provision of subpar. 1 and 2 in the present article only up to the amount of the price for goods supplied and the price for assembly work.
- 20.4 The seller is not liable to the buyer for indirect defects, lost profit or cost if it is not possible unambiguously to state the direct causal connection with a breach of obligations of the seller pursuant to the concluded contract.
- 20.5 In case that in relation to the contract between seller and buyer any third entity files action towards the seller, or initiates any administrative proceedings against the seller or similar event happens, the buyer is obliged to provide to the seller all requested assistance and information as party to the proceedings or otherwise.

Article 21: Interruption of contract execution, withdrawal from / rescission of contract

- 21.1 The seller is entitled to stop the supply of goods and to withdraw from / rescind the concluded contract as a whole, or a part of it, in cases legal regulations related to bankruptcy, liquidation, winding up of the entity, or other allow it.
- 21.2 Stopping the execution of the contract concluded or withdrawing / rescinding the contract, the rights of the seller to be paid the purchase price, contractual fines or charges pursuant the contract or these GSTC are not affected. The seller is entitled to request or enforce their payment in the full scope from the buyer.

Article 22: Compliance with international regulations and anti-money laundering laws and regulations

- 22.1 Buyer declares they will not deliver any goods, installations of parts, supplied by seller, or third parties if these goods, installations of parts are mentioned on the international sanction lists, published by the European Commission and/or the OFAC.
https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en
<https://sanctionssearch.ofac.treas.gov/>
Buyer is obliged to inform the seller about the fact that the buyer, or its client, or supplier is mentioned on any international sanction lists.
- 22.2 Buyer declares they will not deliver any goods, installations of parts, supplied by seller, to countries, regions or third parties which are mentioned on the dual use list, published by the European Commission.
<https://eur-lex.europa.eu/legal-content/NL/TXT/PDF/?uri=OJ%3AL%3A2019%3A338%3AFULL&from=NL>
Buyer is obliged to inform the seller about the possibility of dual use of any goods, or installation, or their parts.
- 22.3 Buyer is obliged, when requested by the seller, to inform the seller about the end use or end user in order to verify the compliance with article 22.1 or 22.2 or 22.4.
- 22.4 Buyer is obliged to inform the seller when the buyer finds out, or suspects any of its clients, suppliers, carriers or any other person related of activities of so called money laundering.
- 22.5 In order to identify the breach of anti-money laundering laws and regulations, the seller may attempt to identify and verify the final beneficiary of the buyer, its client, supplier etc.
- 22.6 Seller may report to the competent authority breach of anti-money laundering laws, or breach of regulations under articles 22.1 and 22.2.. In this case, the confidentiality obligation does not apply.
- 22.7 Seller has the right to end the contract and/or stop the supply of goods when the seller suspects article 22.1, 22.2, 22.3., 22.4., and 22.5. may be violated.
- 22.8 When the seller exercises the right under article 22.6 and 22.7, the buyer has no rights to any compensation nor damages from the seller.

Article 23: Personal data protection / General Data Protection Regulation (GDPR)

- 23.1 By sending the order or by the conclusion of the contract, the buyer expressly agrees with processing all actually provided personal data (eg name, surname, date of birth, address, mail address, telephone number, bank details and any other).
- 23.2 Buyer agrees to the processing of such personal data in accordance with the provisions of the Regulation No. 2016/679 of the European Parliament and the Council on protection of natural person when processing personal data (hereinafter referred to as „Regulation“) and in accordance with the Act. No. 18/2018 Coll. on the protection of personal data (hereinafter referred to as „Act“) for the needs of the seller. All the personal data are collected, used, processed and protected in accordance with the Regulation and the Act.
- 23.3 Seller acts in accordance with the Regulation and the Act and personal data provided by the buyer will be used only for the purposes of conclusion, and fulfilling the contract between the seller and the buyer, including later communication with the buyer (complaint, withdrawal from the contract, resolving any disputes between the seller and the buyer) or for use as determined by the Regulation, Act, or other applicable law.
- 23.4 The retention period of personal data is determined according to the purpose of personal data processing. The consent can be withdrawn at any time by sending the written request.
- 23.5 All personal data obtained from the buyer are used by the seller only for the internal need of the seller. With exception of the carriers designated by the seller or the buyer to transport goods, the seller will not provide personal data to any third person unless expressly mentioned otherwise in contract, GSTC, or law.

Article 24: Public sector partners register

- 24.1. Legal order of the Slovak republic includes the Act No. 315/2016 Coll. on public sector partners register as amended (hereinafter referred to as „RPVS Act“) which establishes obligation to perform the registration into the Public sector partners register (hereinafter referred to as „Register“) to all subjects trading with defined Slovak public authorities (as defined by RPVS Act) if the subject of contract or grant or similar exceeds amounts specified by RPVS Act. RPVS Act and obligation of registration to the Register apply also to those trading with Slovak public authorities „indirectly“ as subcontractors and similar.
- 24.2 Buyer is obliged to inform the seller in written without any delay when the buyer or its client, subcontractor or supplier concludes any contract with Slovak public authorities or receive any funds or any fulfillment from Slovak public authorities, otherwise the buyer is liable for all caused damage including all lost profit of seller.

Article 25: Legal order and venue selection

- 25.1 To arrange legal relations arisen from the contract concluded between the seller and the buyer, exclusively the legal order of the Slovak Republic shall be applied.
- 25.2 All disputes between the parties arising in the course of supplying pursuant to the concluded contract shall be resolved above all by an agreement of the contractual parties. If an agreement is not possible, courts of the Slovak Republic are cognizant to decide disputes.

These GSTC are valid and effective from April 1, 2021 and fully replace all previous general terms and conditions issued by the seller.