

GENERAL BUSINESS TERMS AND CONDITIONS
of KOHAFLEX spol. s r.o., Majerská cesta 57, 974 01 Banská Bystrica

Version KHF-VOP-01_2018_EN, effective since 1 December 2018

1. SCOPE AND INTRODUCTORY PROVISIONS

1.1 These General Business Terms and Conditions (hereinafter also referred to as "GBTC") were issued by the Seller – the KOHAFLEX spol. s r.o., a company with the registered office at Majerská cesta 57, Banská Bystrica, Postal Code 974 05, Company Registration Number 31558976, incorporated in the Business Register maintained with the District Court in Banská Bystrica, Sro Section, File No. 312/S (hereinafter also referred to as "Seller") and define the rights and obligations of Seller and Buyer with regard to the delivery of goods and/or performance of work within the Seller's assortment, in return for consideration. Buyer shall mean a business entity requesting a quotation from Seller for the delivery of goods and/or any other delivery to be carried out by Seller and/or who delivering an Order to Seller for the delivery of goods and/or any other delivery (hereinafter also referred to as "Buyer"). These GBTC do not apply to relationships in which any customer is a participant.

The term "Contract" and/or "Purchase Contract" used in these GBTC shall also mean a potential other relevant type of agreement allowed for by the Slovak legislation, including the so-called unnamed contract, concluded between Seller and Buyer. Seller and Buyer are hereinafter also jointly referred to as "**Parties**" and individually as "**Party**".

1.2 The valid GBTC represent an integral part of a Contract concluded between Seller and Buyer and are available for inspection at the Seller's registered office and published at the Seller's website www.kohaflex.sk.

These GBTC are also binding for any and all verbal agreements. By sending an Order for goods or accepting the Seller's offer, Buyer confirms to have read these GBTC and agree with them without any reservations. Any modification of these GBTC shall only be effective if confirmed by Seller in writing. Buyer's purchase terms and conditions or any other business terms and conditions shall not be considered.

2. CONCLUDING A CONTRACT

2.1 Conclusion of a Contract shall be regarded as proposed if suggested in a Buyer's written document or an Order (regarding the delivery of goods or performance of work) sent by post, electronically or in form of an Order placed by phone, as well as a verbal Order placed in person. Conclusion of a Purchase Contract shall also be regarded as proposed through a quotation sent by Seller.

2.2 A Purchase Contract shall be regarded as legally concluded upon

- the Seller's confirmation of the draft Purchase Contract submitted by Buyer (for example, demand for goods, Order);
- or upon Buyer's acceptance of the quotation sent by Seller and explicitly refers to it;
- or upon any other type of agreement between Buyer and Seller regarding the subject of the purchase and the price.

2.3 Buyer's Order should contain the following minimum essentials: name and registered office of Buyer's company, name of the person issuing an Order, invoicing data (Company Registration Number, Tax ID No., VAT ID No., etc.), description of the ordered goods (name, type, amount, price, etc.), required place and date of delivery. Buyer shall be held liable for the accuracy and correctness of their data provided to Seller and undertakes to notify Seller, in writing and in a timely manner, of any and all changes to such data and of any other changes that concern the Buyer as such and may affect the performance of rights and obligations following from the contracts concluded between Buyer and Seller, including the Buyer's ability to fulfil their due liabilities.

2.4 A Purchase Contract shall also be regarded as legally concluded if concluded verbally, especially in the case that Buyer personally arrives to the Seller's premises, verbally places an Order for the goods at a relevant price and takes over, potentially in person, the ordered goods and an invoice – a tax document.

2.5 In the event of modification of the delivery terms suggested by Buyer as specified in the Order delivered by Buyer – e.g., a delivery date, etc. – made by Seller, Seller shall notify Buyer of such modification and invite the Buyer to confirm the modification of the delivery terms within the period of 3 working days of sending the proposal of the modification. Should Buyer fail to notify Seller within a determined period of time of their disagreement with the proposed modification of the delivery terms, Buyer shall be deemed to having accepted the Seller's proposal, and on the last day of the expiry of the 3-day period the Contract shall be regarded as concluded as specified in the delivery terms proposed by Seller.

3. DELIVERY TERMS

3.1 Seller is obliged to supply the goods in the quantity, quality and version specified in the concluded Purchase Contract, otherwise in the quality and version typical for such goods. By selling the goods, Seller does not commit to the installation and assembly thereof or to provision of any other similar services, unless otherwise agreed in Contract.

3.2 Goods shall be delivered in the packaging appropriate for the agreed type of goods so that it complies with the agreed or usual transport requirements. The costs related to the usual packaging shall be borne by Seller. Should Buyer require a special method of packing the goods, or specific packaging, Buyer shall bear the related costs to the full extent.

3.3 Unless otherwise agreed herein, goods shall be delivered to Buyer pursuant to these General Business Terms and Conditions – i.e., "ExWorks" KOHAFLEX spol. s r.o. Banská Bystrica. Delivery clauses shall mean all of the INCOTERMS 2010 delivery clauses.

3.4 Seller undertakes to deliver goods to Buyer together with any and all documents pertaining to them, as specified in the concluded Purchase Contract, or as are necessary for the use of the product.

3.5 Buyer is obliged to make any and all actions required for Seller to deliver the ordered goods as specified in the agreed terms and conditions – especially provide assistance during acceptance of the goods and pay the purchase price in a proper and timely manner.

3.6 If the delivered goods are transported to Buyer, Buyer is obliged to inspect the consignment, i.e., the transported goods, as well as the packaging as soon as the delivery arrives. Should Buyer identify any mechanical damage to the goods or packaging, Buyer is obliged to notify it to a carrier and inspect the state of the goods under the carrier's presence. Should any damage to the goods be identified, Buyer is obliged to produce a record on the extent and nature of the damage to the goods, which record shall be reviewed for accuracy by the carrier in the delivery note. Notification of the defects and damage to the goods shall not be regarded as delivered in a proper and timely manner, unless the requirements specified in this section of the GBTC are met.

3.7 Should Buyer delay with the payment of any due liabilities towards Seller, Seller is entitled to suspend the delivery of goods until the situation is resolved. In such a case, Seller shall not be regarded as in delay with the delivery of the goods.

3.8 Seller is entitled to suspend the performance of their obligations for the period corresponding to the duration of the circumstances excluding the liability (hereinafter referred to as "**Force Majeure**"). Parties agreed that for the purpose hereof the Force Majeure events shall primarily include an operation lockout, strike, epidemic, fire, natural disasters,

GENERAL BUSINESS TERMS AND CONDITIONS
of KOHAFLEX spol. s r.o., Majerská cesta 57, 974 01 Banská Bystrica
Version KHF-GBTC-01_2018, effective since 1 December 2018

war conflicts, embargo, EU measures, including antidumping, and similar events. Party shall not be entitled to the compensation for the damage incurred as a result of Force Majeure.

3.9 Seller is entitled to postpone the date of the goods delivery for a reasonable period of time necessary for the removal of obstacles other than the Force Majeure obstacles. Seller is obliged to notify Buyer of such situation without any delay.

3.10 If the Seller's obligations include the transportation of the goods to Buyer, Buyer is obliged to provide Seller with written instructions regarding the transportation of the goods to the destination place, within the negotiation of the Contract terms and conditions, unless otherwise agreed by Parties. The transportation instructions will include any and all information necessary for the transportation of the goods, especially the identification data of the recipient of the goods and the unloading site, working hours for the consignment acceptance, specification of public holidays and other limitations for the recipient to take over the goods. Should Seller fail to receive the transportation instructions, Seller is entitled to postpone the delivery date; such postponing shall not represent the breach of the Contract by Seller. Should the transportation instructions be incomplete or inaccurate, Buyer shall be obliged to pay any and all additional expenses and compensate for the damages incurred thereby to Seller.

3.11 Unless otherwise explicitly agreed, Seller is also entitled to perform partial deliveries of the goods and perform the delivery prior to the agreed delivery date, and Buyer undertakes to accept such deliveries.

4. PAYMENT CONDITIONS

4.1 Buyer is obliged to pay the purchase price to Seller in a proper and timely manner. The purchase price of the goods, excluding VAT, is agreed in the Purchase Contract. The purchase price shall be charged including VAT, in compliance with the applicable legal regulations.

Seller and Buyer agreed, pursuant to Section 25 (6) of Act No 222/2004 Coll. on Value Added Tax, as amended, on not correcting the income base and the tax if Seller reduces the price of the goods after the tax obligation commences to exist.

4.2 As a rule, Buyer shall pay the purchase price upon an invoice – a tax document issued by Seller. Invoices shall be payable within 15 days of the issue date, unless otherwise explicitly agreed by Parties in the Purchase Contract. In the case that purchase price, or a part thereof, is agreed to be paid in advance, Seller shall issue, prior to the delivery of the goods under the Contract, a respective proforma invoice. A proforma invoice shall not be regarded as a tax document. After the proforma invoice is settled, Seller shall issue a tax document certifying the receipt of the payment, or a reconciliation invoice shall be issued, and Seller reserves the right not to dispatch, or not to deliver, the goods until such time as Buyer pays the relevant advance payment of the purchase price of the goods

4.3 Purchase price, or any other payment, paid by Buyer shall be regarded as settled on the day when such payment is credited to the Seller's bank account.

4.4 Should Buyer delay with the payment of any due financial obligation, or a part thereof, Buyer is obliged to pay to Seller a contractual penalty in the amount representing 0.05 % of the price of the goods for each commenced day of such delay. This provision shall be without prejudice to the statutory late payment interest and to the entitlement to the damages appertaining to Seller.

4.5 Should Seller become aware of any circumstances that might impair Buyer's credibility (for example, poor payment discipline, Buyer entering the liquidation process, a filed petition for bankruptcy/restructuring permit/liquidation, circumstances proving the bankruptcy/over-indebtedness of Buyer, etc.), Seller is entitled to request from Buyer a prompt settlement of any and all obligations following from the invoices

already issued, regardless of their due dates; Buyer is obliged to pay all such obligations within 5 days of the request delivery date. In such a case, Seller is also entitled to request, for all outstanding deliveries, the payment of the price in advance, regardless of the terms and conditions already agreed, and Seller is entitled to suspend the delivery of the goods still undelivered until such time as the payments and/or a corresponding collateral are received.

5. TRANSFER OF TITLE AND RISK OF DAMAGE TO THE GOODS

5.1 The risk of damage to the goods shall pass to Buyer upon the acceptance of the goods or as agreed in the delivery terms. In the case that Seller is obliged to send the goods intended for Buyer, the risk of damage to the goods passes from Seller to Buyer upon the Seller's handover of the goods to the first carrier. Should Buyer delay with the acceptance of the goods, the risk of damage to the goods shall be transferred at the instance when the goods were supposed to be accepted from Seller. Such date shall also be regarded as the date of delivery of the goods.

5.2 In the event of Buyer's delay with the acceptance of the goods, Seller shall arrange appropriate disposition of the goods, at the Buyer's expense. In the event of a delay with the acceptance of the goods, Seller is entitled to charge Buyer with the sum representing the costs of maintaining, storage, manipulation or liquidation of the goods. Should Buyer fail to accept the goods within the additional period of time provided by Seller, Seller is entitled to withdraw herefrom, in whole or in part. Seller is also entitled to the damages and the compensation for the lost profit incurred to them as a result of the Buyer's delay or the withdrawal herefrom.

5.3 Seller is obliged to enable Buyer to acquire title to the goods in compliance with the agreed terms and conditions. The title to the goods shall pass from Seller to Buyer upon the full settlement of the purchase price of the goods.

6. WARRANTY PERIOD AND DEFECT LIABILITY

6.1 Seller provides the warranty for the quality of goods for the period of 12 months (unless otherwise specifically agreed) of the goods delivery date, provided that the parameters specified in the Order are complied with and that the assembly, storage and manipulation instructions were followed.

6.2 The warranty specified in the previous paragraph shall not apply to the following:

- a) normal wear of the goods;
- b) defects caused by improper use of the goods that lead to the damage thereto;
- c) defects caused by the failure to follow the instructions provided in the documents accompanying the goods (assembly manual, instructions manual, etc.);
- d) defects resulting from the damage to the goods caused by natural forces (e.g., flood) or by any other conduct that was not reasonably foreseeable;
- e) defects caused by the operational load of the goods that does not comply with the operational load specified in the demand/Contract, or if Buyer failed to specify the values of the operational load;
- f) defects caused to Buyer by a third party.

6.3 Buyer shall notify Seller of any potential defects via a written claim containing a detailed description of the defects and the identification particulars of the respective Contract, as well as the respective goods (items), which claim shall be sent as soon as the defects are detected. Should Buyer fail to notify Seller in writing of any hidden fault in the

GENERAL BUSINESS TERMS AND CONDITIONS
of KOHAFLEX spol. s r.o., Majerská cesta 57, 974 01 Banská Bystrica
Version KHF-GBTC-01_2018, effective since 1 December 2018

goods within 5 working days of the day when such defect became evident, Buyer loses the right to exercise their rights related to defects. Together with the notice on the defect in the goods, Buyer is also obliged to send a copy of the respective delivery note. Seller is obliged to provide their statement regarding the defects within 30 working days of the date of delivery of the complete claim.

6.4 Seller is entitled to decide on the method of covering the claims related to defects. With regard to the aforesaid, Buyer and Seller also agreed that in the event of a substantiated claim the defects to the goods shall primarily be remedied by repairing or replacing the goods with defect-free goods, at the Seller's discretion, and Buyer specifically waives their right to claim discount of the purchase price.

6.5 Should any damage incur to Buyer as a result of violation of any of the Seller's obligations under Purchase Contract (including, but not limited to, incorrect delivery of the goods), without the circumstances excluding the damage liability having been specified, Buyer's entitlement to the damages shall be limited to the damage actually and provably incurred to Buyer, excluding the compensation for the lost profit, and Buyer and Seller agreed that the damages may be claimed in the amount not exceeding 100 % (one hundred percent) of the price of the defective goods.

6.6 Upon a prior agreement, Seller shall enable Buyer to perform an audit in the Seller's facility to inspect the quality system and whether the subject of the Contract meets the agreed specific requirements for the products (Acceptance). Such quality control does not relieve Seller of their liability for the quality of goods and does not exclude subsequent claims or non-acceptance of a product based on the fact that the agreed product parameters have not been complied with. The costs of such audit shall fully be borne by Buyer who requested it.

6.7 Seller shall not be held responsible for the damage to objects caused by the subject of the delivery after the delivery was executed, provided the subject of the delivery, the goods, was owned by Buyer at that time. Furthermore, Seller shall not be held responsible for any damage to products and goods delivered by Buyer to third parties or manufactured by Buyer or to the goods containing the product delivered by Buyer to third parties or manufactured by Buyer.

7. CONTRACT AMENDMENT AND WITHDRAWAL

7.1 This Contract may only be amended upon a written agreement signed by Seller and Buyer.

7.2 Seller is also entitled to unilaterally withdraw from the Contract with Buyer, in whole or in part, in the event that the goods are no longer being manufactured or supplied, or if the price offered by a subcontractor or a manufacturer of the goods has been substantially changed (compared to the prices existing at the time when Seller and Buyer concluded the Contract), and if Seller and Buyer fail to agree on a substitute performance. Should such situation occur, Seller shall immediately contact Buyer in order to agree on the further procedure. In the event that Buyer already paid a part or the full amount of the purchase price of the goods and subsequently the Contract was cancelled or withdrawn from, and unless otherwise agreed, the respective paid sum shall be returned to the Buyer's bank account within the period of 15 calendar days of the Contract termination.

7.3 Buyer is entitled to cancel an Order without stating a reason; nevertheless, an expression of the Buyer's will to cancel an Order must be delivered to Seller before Seller confirms such Order. Once the Order is confirmed and hence binding, its content may only be amended or cancelled upon an agreement on terminating the Contract signed by both Parties. If Buyer confirms the content of the quotation submitted by Seller by sending an Order, a potential expression of the Buyer's will to cancel the Order shall only be regarded as valid and

effective if it is notified in writing to Seller before or together with the Order.

7.4 In the event of a reasonless and/or invalid cancellation of an Order and/or Contract by Buyer, Buyer is obliged to pay any and all provable costs related to the processing of the subject of the Contract/Order incurred to Seller, for example in connection with actions towards subcontractors or manufacturers of goods.

7.5 In addition to the reasons specified above in these GBTC or the reasons specified in the relevant generally binding legal regulations, Parties are also entitled to withdraw from the Contract concluded by and between them in the event of substantial violation of the obligations under the Contract, in particular the following:

- Buyer's delay with the payment of the purchase price, or a part thereof, including the advance payment/deposit, in more than 15 days;
- Seller's delay with the delivery of the goods in more than 30 days;
- identification of the bankruptcy situation, commencement of the bankruptcy or restructuring proceeding, declaration of Party's insolvency;

The withdrawal becomes effective upon the delivery of a written withdrawal notice to the other Party.

8. PERSONAL DATA PROTECTION

8.1 Seller, the KOHAFLEX spol. s r.o., a company with the registered office at Majerská cesta 57, Banská Bystrica, Postal Code 974 05, Company Registration Number 31558976, incorporated in the Business Register maintained with the District Court in Banská Bystrica, Sro Section, File No. 312/S, hereby informs that it may become, within the business relationships, a controller of the Buyer's personal data (if Buyer is a natural person as an entrepreneur) and/or personal data of natural persons acting on behalf of Buyer (for example, issuer of an Order on behalf of Buyer) in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter also referred to as "**GDPR**").

Seller undertakes to process the personal data of data subjects in compliance with the respective legal regulations, i.e., in particular GDPR and Act No 18/2018 Coll. on Personal Data Protection.

8.2 Orders must usually contain personal data necessary for the successful processing of an Order (especially name and address, other contact data – telephone number, e-mail, fax etc.).

The purpose of processing the personal data of data subjects is to perform the Order and exercise the rights and obligations following from the contractual relationship between Seller and Buyer, whereas the legal basis of such processing is the performance of Contract as specified in Article 6, paragraph 1, letter b) of GDPR, performance of legal obligations (e.g., tax obligations) pursuant to Article 6, paragraph 1, letter c), and the legitimate interest of Seller as specified in Article 6, paragraph 1, letter f) of GDPR. The legitimate interest of Seller is the processing of personal data for the purpose of the database of customers and business partners and for the cases of protection of rights and claims of Seller through a court and in a similar manner.

8.3 Seller does not perform automatic individual decision-making as specified in Article 22 of GDPR. Within the operation of the www.kohaflex.sk website, Seller does not use cookies.

8.4 Personal data are maintained for the period of existence of the purpose for which they were collected. After the expiry of such period, personal data are maintained if prescribed so by the applicable legal

GENERAL BUSINESS TERMS AND CONDITIONS
of KOHAFLEX spol. s r.o., Majerská cesta 57, 974 01 Banská Bystrica
Version KHF-GBTC-01_2018, effective since 1 December 2018

regulations (necessary archiving period, legitimate interests of the controller, etc.).

8.5 Seller instructs data subjects on their rights following from GDPR, in particular the following:

- the right to withdraw their consent, at any time, to the processing of their personal data (Article 7 paragraph 3 of GDPR), provided such consent was granted;
- the right to request access to their personal data (Article 15 of GDPR);
- the right to have their personal data corrected (Article 16 of GDPR) or deleted (Article 17 of GDPR), provided such deletion is not restricted by the statutory requirements;
- the right to restrict the processing of personal data (Article 18 of GDPR);
- the right to object to the processing of personal data (Article 21 of GDPR);
- the right to transfer such data to a different controller (Article 20 of GDPR), provided the data are processed by automated means and the remaining statutory requirements are met;
- the right to lodge a complaint with the Office for Personal Data Protection, provided the data subject believes that the controller processes their personal data in conflict with GDPR (Article 77 of GDPR).

The data subject (Buyer) is entitled to exercise the above listed rights:

- directly (in person) or via a letter at the Seller's registered office at Majerska cesta 57, 974 01 Banská Bystrica.
- or via an e-mail of the contact person appointed for such purpose: kohaflex@kohaflex.sk.

9. CONCLUDING STIPULATION

9.1 These GBTC shall be regarded as an integral part of any and all contractual relationships regarding offering, delivery of goods and/or provision of services between Seller/supplier - KOHAFLEX spol. s r.o. and its business partners or customers, unless Parties explicitly exclude, in writing and in advance, their applicability to a particular legal relationship between them. In the event of any discrepancies between the arrangements agreed by Parties in a separate agreement and the content of these General Business Terms and Conditions, the provisions of a separate Contract shall always prevail.

9.2 In any and all remaining matters not agreed by Parties or specified in a separate agreement or in these GBTC the relationship between the Parties shall be governed by the respective provisions of generally binding legal regulations of the Slovak law, in particular Act No 513/1991 Coll., the Commercial Code, as amended.

9.3 Parties agreed that in the event of a dispute arising in connection with their business relationships they will try to solve the dispute by an agreement. If Parties fail to reach an agreement, or if Party fails to respond to the request for reconciliation, each of the Parties is entitled to apply to a general court.

9.4 Buyer undertakes, during the existence of legal relationships with Seller, as well as after the expiry thereof, to maintain secrecy on any and all information obtained in connection with the execution of the subject of this Contract and which may be regarded as confidential or a part of the business secret. Seller regards as the confidential information and the part of the business secret especially the information representing the content of the Purchase Contract concluded with Buyer, the information regarding the Seller's suppliers and customers, business plans and intentions, structural and similar documentation on products/goods, as well as any and all manufacturing and technological procedures and results achieved in the process of research and development in the Seller's company that are of certain value, are not freely available in the field of commerce, provided Seller expressed, in any manner whatsoever, their will to conceal such information.

Unless otherwise agreed, Buyer is only entitled to use this information for their own purposes and to the necessary extent for the purpose of the performance of the subject of the Contract and shall not distribute it and disclose it to third parties.

Parties agreed on the contractual penalty in the amount of EUR 10,000 for each violation of this obligation; Buyer is obliged to pay such contractual penalty within 30 days of the delivery of the Seller's request for the payment.

9.5 Documents to be delivered to Parties under these GBTC or a separate Contract shall be regarded as delivered to the other Party:

- if sent electronically (e-mail), on the day of sending an e-mail, unless proved otherwise;
- if rendered in person, upon accepting the consignment or refusing to accept the consignment;
- if sent by post or the courier service (to the address stated for such purpose in the Contract, or communicated otherwise, or to the address registered in publically accessible registers), on the day of accepting the consignment or on the day when the consignment returns from the addressee to the sender as undelivered, regardless of the reason of the consignment return.

9.6 Seller reserves the right to modify unilaterally these General Business Terms and Conditions. Seller shall communicate modifications of GBTC and the effective date thereof in an appropriate manner, in particular by publishing them at their website.

KOHAFLEX s.r.o. Banská Bystrica