

GENERAL DELIVERY TERMS

I. Scope

- 1.1 These General Delivery Terms (hereinafter referred to as the "GDT") of Eviden Slovakia s.r.o. with its registered office at Pribinova 19, 811 09 Bratislava, Company Reg. No.: 45 650 276, registered in the Companies Register of the City Court of Bratislava III, Section Sro, File No. 66638/B (hereinafter referred to as the "Eviden") are published in compliance with Article 273 of Act No. 513/1991 Coll. Commercial Code as changed and amended (hereinafter referred to as the "Commercial Code") and shall be binding upon all the parties of the contracting relation.
- 1.2 The GDT form an annex to the general contract, contract, order, confirmation of order or firm order (hereinafter referred to as the "Contract") and shall form an integral part thereto, unless agreed otherwise by the parties. Any variations to the GDT shall only be valid if expressly accepted in writing by Eviden.
- 1.3 In the event of any discrepancies between the provisions and/or wording of these GDT and the provisions and/or wording of the Contract, the provisions and/or wording of the Contract shall prevail without prejudice to Section 1.2 of the GDT.
- 1.4 For purposes of these GDT, the party, to which Eviden provides services, works and/or performance including any deliveries of goods related to the subject of the Contract (hereinafter referred to as the "delivery"), having these GDT as an annex, shall be designated as the "Buyer".
- 1.5 By placing an order the Buyer gives its full approval with these GDT without reservation. These GDT shall become an integral part of the Contract concluded between and between Eviden and the Buyer at the moment of accepting the order.
- 1.6 Any purchase, delivery and/or business terms and conditions of the Buyer shall not be taken into account, unless they are expressly accepted by Eviden in writing. Any reference and/or link in the confirmation of order issued by Eviden to the documents forming a part of the Buyer's order shall not be considered being acceptance of the general purchase, delivery and/or business terms and conditions of the Buyer.

II. Offer of the Eviden company

- 2.1 Offers made by Eviden are not binding, unless otherwise understood from the order (e.g. specification of validity of the offer).
- 2.2 All supply, contractual and project source documents may not be copied, used by the Buyer, submitted and/or made available to third parties without Eviden prior written consent. In the event the Buyer rejects an Eviden offer, the Buyer is obliged to return the source documents to Eviden without undue delay.
- 2.3 If the source document concerning the delivery (including, but not limited to: drawing, sketch, model, project, photography) is provided to Eviden by the Buyer for the purposes of fulfilment of the contract, the Buyer shall be responsible for making sure that the copyrights and/or industrial rights and/or any other intellectual property rights of third parties are not infringed as a result of using the above source documents.

III. Origination of obligations

- 3.1 The Buyer shall express its interest in the delivery provided by Eviden by placing a written order; an order delivered by fax or email shall also be deemed as written order.
- 3.2 The Buyer's order must contain the following details, particularly:
 - a) specification of delivery (quantity, type, character of performance),
 - b) if assembly, installation, building in or another activity is part of the delivery, then their specification,
 - c) date of delivery,
 - d) budget or total price for the delivery of goods excl. VAT calculated based on the Eviden offer,

e) payment terms,

f) other delivery terms and conditions.

- 3.3 The Buyer is obliged to provide in each order its identification data including VAT ID number applicable in the destination state of the delivery. The Buyer is obliged to inform Eviden in writing of any change or cancellation of its VAT ID number without undue delay after its change or cancellation.
 - 3.4 The Buyer is obliged, upon Eviden request, to provide Eviden with all documents necessary for due completion of the delivery, including, but not limited to transport document containing the place of destination with the name and signature of the forwarder; Buyer's confirmation certifying the transportation of goods to the place of destination. Should the Buyer fail to fulfil its obligations referred to in this section, the Buyer is obliged to compensate Eviden for the sanctions imposed on Eviden by the relevant state authorities and third parties no later than within ten (10) days after the date the billing is delivered to the Buyer. Failure to meet this obligation shall be considered a serious breach of the Buyer's obligations.
 - 3.5 Eviden undertakes to assess the Buyer's order and to provide the Buyer with a written statement on the order within 5 working days after the date of its delivery. Eviden is entitled to confirm the Buyer's order, submit a counteroffer to the order for the requested delivery of goods or reject the order. Failure to provide a written statement on the order by Eviden shall be considered its rejection.
 - 3.6 Written confirmation of the Buyer's order by Eviden gives rise to a commercial obligation between the Buyer and Eviden, the subject of which is the obligation of Eviden to perform the delivery as defined in the order and the obligation of the Buyer to provide Eviden with necessary cooperation and pay Eviden the price agreed for the delivery.
 - 3.7 If Eviden sends to the Buyer a counteroffer to the order, this act gives rise to the obligation of the parties for mutual fulfilment, when they both manifest their written assent, i.e. by explicit acceptance of the Buyer's counteroffer without reservation.
 - 3.8 Information provided for instance in catalogues and brochures is binding only if Eviden makes express reference to them in the confirmation of an order or in the Contract.
 - 3.9 The commercial obligation between Eviden and the Buyer shall originate only based on a written confirmation of order by the representatives of both parties authorized to act on behalf of the particular party. Any amendments or modifications to the confirmation of order shall be valid only if confirmed in advance by these persons in writing.
 - 3.10 Eviden shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
 - 3.11 While performing the mutual fulfilment Eviden is entitled to use deliveries from third parties whereby Eviden shall be liable for acting of such third parties as if the fulfilment was executed by Eviden itself.
- ### IV. Price and Payment Terms
- 4.1 The delivery price is agreed by the parties in compliance with the law of the Slovak Republic regulating prices as amended.
 - 4.2 Unless agreed otherwise, the delivery price is determined based on the catalogue prices and discounts of Eviden, while Eviden reserves the right to change these prices. Eviden will inform the Buyer of any changes in catalogue prices in advance, provided they have an impact on the Buyer.
 - 4.3 The delivery price that is not determined under Section 4.2 herein will be specified in a special quotation to be prepared by Eviden upon a Buyer's request within 30 working days after the delivery date of the request.

- 4.4 The Buyer is obliged to pay to Eviden the agreed delivery price in accordance with the payment terms specified in the confirmation of order or the Contract binding upon the parties; otherwise Section 4.10 herein shall be applied.
- 4.5 The price does not include packaging, loading, carriage, duty and VAT. In the event the charges, taxes or other expenses related to the delivery are increased or are introduced, this increase shall be borne by the Buyer. If the delivery with the arrival of goods at destination is agreed, the delivery as well as any insurance requested by the Buyer shall be charged separately. However, this billing will not include unloading and subsequent handling. Eviden will take back the packaging only based on an agreement signed by both parties of the contracting relation.
- 4.6 The delivery price is calculated from costs at the time of the offer submission. Should the costs be increased during the time of executing the delivery as a result of changes of the applicable customs and tax regulations, bank rates, foreign exchange rate differences and/or utilities serving for the production of the delivery or cost of transportation to the place of delivery and other conditions compared to the conditions at the time of concluding the Contract, Eviden is entitled to adjust the price accordingly.
- 4.7 The price is given in EUR excl. VAT, unless agreed otherwise.
- 4.8 In case of decrease of the price of goods or service after the taxation obligation (e.g. discounts), Eviden shall not calculate the VAT correction (shall not issue a credit note).
- 4.9 Unless agreed otherwise, Eviden shall be entitled to issue the invoice on the date of delivery of the performance.
- 4.10 Maturity of an invoice is 14 (fourteen) days after the date of invoice issued by Eviden, unless agreed otherwise.
- 4.11 Maturity of invoices with repeating performance is agreed on the first day of the fixed period.
- 4.12 The amount specified in the invoice is paid in the agreed currency via wire transfer through a bank to Eviden bank account without any deductions.
- 4.13 The amount specified in the invoice shall be deemed paid on the date of its crediting to Eviden bank account.
- 4.14 If the Buyer is in delay in agreed payments or another performance, Eviden is entitled to:
 - a) defer the discharge of its own liabilities until the delayed payments or performance is made;
 - b) extend the delivery period by the delay period,
 - c) request default interest of 0.05% of the due outstanding amount for each, even commenced day of delay,
 - d) withdraw from the Contract if the Buyer fails to meet the reasonable period of grace, and/or
 - e) charge the costs associated with the claim for payment
 - f) request the payment for the performance in advance.
- 4.15 The Buyer is not entitled to withhold or offset payments unilaterally on the grounds of applying its claims resulting from liability for defects, quality assurance, damage liability or any other claims of the Buyer against Eviden. Failure to meet this obligation shall be considered a serious breach of the Buyer's obligations.
- 4.16 In the event the Buyer's financial position is provably deteriorated, mainly its solvency or financial results reported in the balance sheet and income statement or in case the solvency ratio of the Buyer according to Moody's, S&P, Fitch, Duff&Phelps or any other equivalent agency drops to BB/Negative or less or in case Duns and Bradstreet solvency ration is (4), Eviden is entitled to unilaterally change the payment term (e.g. issue the invoice in advance).
- 4.17 Should the Buyer withhold any amount of the price for Eviden as a security for fulfilment of Eviden' obligation, Eviden is entitled to replace the provided security by guarantee declaration, and/or by guarantee issued by the company Eviden Financial Services

GmbH, and/or by a bank guarantee, which by their content(s) represent the provided security in a form of withheld amount of the price for delivery; Buyer is obliged to accepted the aforementioned guarantee declaration and/or guarantee and to pay Eviden the withheld amount of the price for delivery without delay after the submission of the aforementioned guarantee declaration and/or guarantee. Eviden's right to replace the provided security by aforementioned guarantee declaration and/or guarantee and obligation of the Buyer to accept the aforementioned guarantee declaration and/or guarantee and to pay Eviden the withheld amount of delivery shall not apply solely in case should such right be explicitly excluded in the contract concluded between Eviden and the Buyer.

V. Delivery Terms

- 5.1 Delivery terms are laid down in compliance with INCOTERMS 2000 based on the agreement of the parties of the contracting relation.
- 5.2 The date of delivery is set by agreement; otherwise it starts from the date which is the latest from the below dates:
 - a) date of order confirmation or date of signing the Contract, or date specified in the confirmation of order or the Contract,
 - b) date, on which the Buyer meets all its technical, business and other conditions,
 - c) date on which Eviden receives an advance or a security due and payable prior to the delivery.
- 5.3 Eviden is not obliged to deliver goods to the Buyer, unless the Buyer provides Eviden with one or more of the following guarantees:
 - a) irrevocable bank guarantee,
 - b) irrevocable documentary letter of credit,
 - c) promissory note,
 - d) advance payment,
 - e) company guarantee, and/or
 - f) other form of security approved in writing by Eviden.

The Buyer acknowledges and agrees that Eviden is entitled to choose one or several forms of security stated hereinbefore.
- 5.4 The Buyer undertakes to provide for/obtain, at its own expense and at its own risk, all necessary export/import permits, transit permits, certificates of approval or any other necessary official permits/licences required by the law of the particular state, and furthermore, the Buyer undertakes to meet any and all customs and other similar obligations necessary for due and timely execution of the Contract. Failure to meet this obligation shall be considered a serious breach of the Buyer's obligations.
- 5.5 Eviden is entitled to provide and bill partial deliveries or pre-deliveries. The Buyer undertakes to accept such deliveries.
- 5.6 The agreed delivery term shall be applicable, unless unpredictable events or events excluding liability of the parties occur, such as force majeure, that would obstruct the delivery. The above events also include natural catastrophes, disasters, armed conflicts, official interventions and bans, delays caused during the transportation or customs clearance. The delivery term may be extended also in case the above circumstances influence the sub-contractors of Eviden.
- 5.7 The delivery is deemed effected in time if it is made at the time and on the place specified in the Contract (hereinafter referred to as the "**place of destination**"); if the goods are supplied containing assembly or installation, as well as in providing performance, then the delivery is deemed effected at the moment of their handover by Eviden.
- 5.8 If delivery ready to be dispatched can not be dispatched through no fault of Eviden, or the Buyer is not ready to take over the delivery, Eviden may store the delivery at the Buyer's expense and risk, while such a delivery shall be deemed duly dispatched. This is without any prejudice to the agreed payment terms.
- 5.9 If the delivery is not supplied to the Buyer, even though the Buyer has been notified of the delivery transportation, the Buyer undertakes to immediately inform Eviden thereof.

- 5.10 If the Buyer undertakes to provide for the transportation of the delivery, it is obliged to take over the delivery from Eviden no later than within 5 days from the date of receipt of the notice from Eviden.
- 5.11 If the Buyer fails to comply with Section 5.10 herein. Eviden is entitled to:
- dispatch delivery at the Buyer's expense and risk, and/or
 - store the delivery at the Buyer's expense and risk in a warehouse belonging to Eviden or a third party.
- 5.12 If the Buyer is in delay in paying the price for delivery, Eviden reserves the right to re-gain the possession of the delivery and/or re-export it. The Buyer shall provide Eviden with full cooperation necessary for the re-possession or re-export of the delivery. Costs for the re-possession or re-export of the delivery shall be borne by the Buyer.

VI. Delivery, Risk of Damage to Delivery, Acquisition of Title, Place of Performance

- 6.1 The risk of damage shall pass from Eviden to the Buyer:
- if the delivery is to be dispatched by Eviden to the place of destination or in the place of destination at the expense and on the responsibility of Eviden or if the Buyer is allowed to handle with the delivery in the head office, operation, warehouse or other premises of Eviden, the risk of damage to delivery shall pass to the Buyer upon taking over the delivery from Eviden. If the Buyer fails to do so in time; then the risk of damage passes to the Buyer at the time the Buyer fails to take over the delivery thus breaching its obligations, whereas it is not important whether the Buyer failed to take over the delivery due to its actions or negligence,
 - if the delivery should be dispatched for the Buyer by Eviden, regardless of the form of dispatch (e.g. freight, railway, air transport or mail), to the place of destination, the risk of damage to delivery shall pass to the Buyer at the time of dispatch.
- 6.2 If the Buyer fails to inspect or provide for the inspection of the delivery at the time the risk of damage passes to the Buyer, it may claim defects in the delivery discovered during the inspection only if it is proven that the delivery was defective at the time the risk of damage passed.
- 6.3 Pursuant to Article 445 of the Commercial Code, the parties have agreed that Eviden has title to the delivery until the contract price is fully paid, including any interest and other cost of delivery. The Buyer is obliged to notify third parties, which come into contact with the subject of the delivery, of the fact that it is owned by Eviden.
- 6.4 Quality tests or pilot operations agreed additionally shall not affect the provisions regulating the place of performance and the transfer of risk.
- 6.5 The place of performance is the place of destination, unless agreed otherwise in the Contract.

VII. Liability for Defects and Quality Assurance

- 7.1. Eviden shall bear liability for any defects in the delivery at the time the risk of damage passes to the Buyer. Eviden shall make sure that the delivery is made in compliance with the agreed terms, applicable technical standards and generally binding regulations of the Slovak Republic.
- 7.2. If the delivery is made according to the construction data, drawings, models or other specifications provided by the Buyer, Eviden shall only be liable for correct execution.
- 7.3. If the parties have agreed on a warranty period, Eviden undertakes to ensure that the delivery has the agreed features during the warranty period.
- 7.4. If a warranty period is agreed, it shall start on the date the delivery is handed over by the Buyer in a way agreed in the Contract.
- 7.5. If a warranty period is agreed, the warranty shall not be provided for natural wear and tear or damage caused after the transfer of

risk as a result of wrong or careless manipulation, overload, usage of improper material for operation and those chemical and electrical conditions that were not expected at the time of concluding the Contract. Eviden shall not be liable for any defects during repairs completed by the Buyer or third parties.

- 7.6. The quality assurance does not include defects caused through no fault of Eviden in connection with installation or assembly works, but through the fault of the Buyer as a result of insufficient technical security, failure to meet installation requirements, overload of components exceeding the output determined by Eviden and/or manufacturer, careless or wrong manipulation and use of improper materials. The above shall also apply in case of defects caused because of faulty materials supplied by the Buyer. Eviden shall not be liable either for damage caused by third parties, atmospheric discharge, overload or chemical exposure.
- 7.7. Eviden undertakes to start repairing a warranty defect free-of-charge within 48 hours from the acceptance of a complaint and to remedy delivery defects within the agreed date. Eviden shall inform the Buyer of the date of remedy in writing. The date of remedy will be set depending whether or not the defects can be remedied by using spare parts that do not have to be ordered from abroad.
- 7.8. The notification of defects (complaint) must be made in writing, by email or fax with an additional written confirmation sent to the registered office of Eviden. The complaint must include designation, place and description of defect. The Buyer is obliged to complain about defects immediately upon their discovery.
- 7.9. In the event that the delivery defect occurs during a warranty period outside the territory of the Slovak Republic, the Buyer provides transport of the delivery into Slovak Republic, where Eviden company repairs defects of the delivery. If the delivery has defects according to Section 7.1 of the GDT, the usual transport costs will be reimbursed by Eviden and Eviden provides at its own expense repairs of the defect (justified claim). If proved that the delivery has no defects on grounds stated in Section 7.1 of the GDT, all transport costs will be borne by the Buyer of goods (unwarranted claim).
- 7.10. The quality assurance shall expire when the Buyer makes or authorizes a third party, not expressly authorized by Eviden, to make changes or repairs of the delivery without Eviden prior written consent. The original warranty period shall not be extended on the grounds of repairs of defects during the warranty period.
- 7.11. For the need of providing maintenance services for the delivery, the parties may conclude a service agreement regulating in details the service terms and conditions.

VIII. Subsequent Sale

- 8.1 The Buyer is entitled to sell the delivery and/or its part to a third party exclusively as products of Eviden. The Buyer shall sell such deliveries and/or their parts in its own name, in its own account and at its own risk.
- 8.2 By these GDT, Eviden does not grant to the Buyer the exclusive right to sell its products. The Buyer is obliged to sell the products in Slovakia without limitation and to third countries only with Eviden prior written consent.
- 8.3 The Buyer undertakes not to use the business name or logo of Eviden on its documents used for its business activities, unless authorized ahead in writing by Eviden. Moreover, the Buyer is not entitled to make any business or legal statements or act on behalf of Eviden.
- 8.4 Failure to comply with the provisions of Sections 8.1 to 8.3 of the GDT shall be considered a serious breach of the Buyer's obligations.

IX. Termination of the Contract

- 9.1 The Contract shall be terminated in the following ways:
- by agreement between the parties of the contracting relation,
 - by fulfilling the contractual obligations,
 - upon expiry of the term of the Contract,

- d) by filing a termination notice under the conditions laid down in the Contract,
 - e) by withdrawing from the Contract.
- 9.2 Each party is entitled to withdraw from the Contract in the following cases:
- a) the other party breaches the statutory obligations or obligations set out in the Contract or these GDT in a serious manner and fails to remedy the situation within the period of grace of at least 30 days despite a written warning,
 - b) if bankruptcy proceedings and/or restructuring on the property of the other party commences and/or a bankruptcy or restructuring petition is rejected as a result of insufficient assets,
 - c) expressly defined in the Contract or these GDT.
- 9.3 Eviden is entitled to withdraw from the Contract if:
- a) there are any doubts about the Buyer's solvency and the Buyer fails to make advance payments and to provide adequate security prior to the delivery upon Eviden request, or
 - b) the Buyer breaches the license terms and limitations under these GDT or the Contract
 - c) the Buyer violates the licence terms and restrictions under these GDT or the Contract, or
 - d) the Buyer takes actions contradicting the honest trade principles, carries out activities constituting an act of unfair competition, acts contrary to the laws on the protection of competition or by its activities damages the reputation or legitimate interests of Eviden, or
 - e) the Buyer, during the performance of delivery for Eviden as a contractor or sub-contractor under another valid contract, breaches the applicable regulations and/or internal guidelines of Eviden regulating safety, health protection, fire protection and environmental protection in a way that entitles Eviden to withdraw from the Contract.
- 9.4 Should Eviden withdraw from the Contract because of non-compliance, circumvention or breach of applicable regulations or internal guidelines of Eviden by the Buyer, Eviden is entitled, in addition to withdrawing from this Contract, to withdraw from any other valid contract concluded between Eviden and the Buyer, exclusively based on its own decision regardless of the fact whether such non-compliance, circumvention or breach caused any losses to Eviden and/or third parties, an accident, damage to health or death of a Eviden employee and/or third party.
- 9.5 Withdrawal from the Contract shall be deemed effective on the date the withdrawal notice is delivered to the other party.
- 9.6 Should Eviden withdraw from the Contract for the reasons on the part of the Buyer, Eviden is entitled to select one of the following procedures:
- a) the parties shall not be obliged to return performance provided by the other party prior to the withdrawal from the Contract and shall not be entitled to request the return of performance provided by the other party prior to the withdrawal from the Contract. Claims of Eviden for the payment of the price for parts of delivery already delivered to the Buyer shall not be affected by the withdrawal from the Contract. At the same time, Eviden is entitled, within 14 days from the effective date of the withdrawal from the Contract, to hand over to the Buyer all the parts of the delivery that Eviden ordered, made or otherwise prepared for the handover to the Buyer as at the effective date of the withdrawal from the Contract and the Buyer shall take over such parts and duly pay for them, or
 - b) request the return of the already made delivery. The Buyer is obliged to provide Eviden with full cooperation necessary for re-gaining the possession of the delivery. Costs for the re-possession or re-export of the delivery shall be borne by the Buyer.

X. Liability for Damage

- 10.1 Eviden shall be liable for damage only if it provably breaches its obligations, while Eviden shall not be obliged to pay the lost profit nor any other indirect damage (including but not limited to costs of reconstituting lost and/or damaged data) and the total amount of damages, including the agreed contractual penalties, the Buyer may claim and Eviden must pay, shall not in any case exceed 50% of the price for delivery, at which such a damage was caused, also in case of multiple damages and regardless of the number of damages caused.
- 10.2 With repeating performance, the amount of compensation for damages shall total to 100% of the delivery price for one calendar year, in which the damage was caused, also in case of multiple damages and regardless of the number of damages caused.
- 10.3 The Buyer understands that at the time their obligations originate, Eviden can not anticipate any damage as a consequence of breaching its obligations higher than 50% of the price for delivery, at which such a damage was caused or with repeating performance damage of 100% of the delivery price for one calendar year in which the damage was caused, also in case of multiple damages and regardless of the number of damages caused.
- 10.4 If the Buyer fails to comply with the generally binding terms of assembly, introduction into operation and use (as specified, for example, in the operator's manual), it shall be liable for damage thereby caused.

XI. Intellectual Property Rights and Copyright

- 11.1 If the delivery to the Buyer also includes a delivery of a work of authorship defined in Act No. 185/2015 Coll. Copyright Act as amended (hereinafter referred to as the "Copyright Act"), the author of which is a third party other than Eviden, the Buyer is entitled to the right of use in compliance with the submitted licences.
- 11.2 If the delivery to the Buyer also includes a work of authorship, the copyright holder of which is Eviden, the Buyer shall obtain an unreserved licence with time and territorial limits authorizing the Buyer to use the work for its own needs for the purpose specified in the Contract. Unless agreed otherwise, the licence period shall be 3 years after the date the delivery is taken over by the Buyer and the licence territory shall be the Slovak Republic. The Buyer may modify/adapt the work of authorship only within the scope of rights that do not touch the rights of the author. The Buyer may copy, modify or translate the work of authorship only within the scope of rights that can not be contractually excluded pursuant to the Copyright Act. The Buyer may assign/grant the licence authorizing to use the work of authorship only with Eviden prior written consent. Source code to the work of authorship shall remain with Eviden and shall not be handed over to the Buyer.
- 11.3 Powers resulting from the licence to the work of authorship shall originate on the date the fee for granting the licence is paid, unless agreed otherwise by the parties.
- 11.4 Powers resulting from the licence to the work of authorship shall cease to exist if the Buyer fails to pay the delivery price and/or breaches in any way the licence terms and conditions under these GDT.
- 11.5 Documentation (such as projects, technical documents, manuals, catalogues) delivered by Eviden with the work of authorship shall be used by the Buyer in a manner resulting from the purpose for which the documentation has been created. All documentation shall remain the intellectual property of Eviden.
- ## XII. Governing Law, Jurisdiction, Partial Invalidity and Ineffectiveness of the GDT
- 12.1 The Contract and the obligations resulting therefrom shall be governed by the Slovak law, particularly the Commercial Code and the Copyright Act.
- 12.2 In case of a foreign buyer, the conflict-of-law rules of the Slovak law referring to the application of a foreign law shall not be applied.

12.3 All disputes resulting from this Contract shall be definitely resolved by the relevant court of the Slovak Republic in compliance with the applicable regulations.

12.4 Should any provision of these GDT become invalid or ineffective, this shall not affect the validity or effectiveness of the remainder of the GDT or the Contract. The above provision shall be similarly applied if it is discovered that any provision of these GDT is unenforceable.

XIII. Reexport

13.1 If Buyer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Eviden or works and services (including all kinds of technical support) performed by Eviden to a third party Buyer shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services Buyer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

13.2 Prior to any transfer of goods, works and services provided by Eviden to a third party Buyer shall in particular check and guarantee by appropriate measures that

- There will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos;
- Such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;
- The regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

13.3 If required to enable authorities or Eviden to conduct export control checks, Buyer, upon request by Eviden, shall promptly provide Eviden with all information pertaining to the particular end customer, the particular destination and the particular intended use of goods, works and services provided by Eviden, as well as any export control restrictions existing.

13.4 Buyer shall indemnify and hold harmless Eviden from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Eviden for all losses and expenses resulting thereof.

XIV. Confidentiality and Data Protection

14.1 For purposes of these GDT, "**confidential information**" is any and all data, information, source documents, knowledge, documents or any other information, regardless of the form of their recording, (i) concerning the Contract and its execution (especially the Contract, information about the parties' rights and obligations and information about prices), (ii) concerning the parties (especially information about their activities, structure, financial performance, all contracts, financial, statistical and accounting information, information about property, assets and liabilities, receivables and payables, information about technical equipment and software, know-how, evaluation studies and reports, information concerning the objects protected by industrial rights or intellectual property right and any other information about the particular party), (iii) concerning Eviden customers, (iv) subject to special treatment under the Slovak generally binding regulations (especially trade secret, tax secret, telecommunications secret, personal data, classified information), (v) provided to a party prior to the effective date of the Contract, if they concern the subject of the Contract and/or its content (especially an application for a quotation,

quotation) and/or (vi) expressly designated as "classified", "confidential", "proprietary" or having a similar designation.

14.2 The Buyer undertakes to maintain strict confidentiality and secrecy and to protect confidential information from abuse, damage, destruction, impairment, loss and misappropriation even after the termination of the Contract.

14.3 Confidential information may be used for purposes of the subject of the Contract only.

14.4 Confidential information may be provided and/or made available to a third party without Eviden prior written consent on condition:

- a) it proves to be necessary for the fulfilment of its obligations resulting from the contractual relationship from the contract or in relation to the contract,
- b) it proves to be necessary for the enforcement of its rights resulting from the obligations under the contract or in relation to the contract,
- c) the third party is obliged to do so under the generally binding regulation or an executable decision, measure or demand notice of the relevant body,
- d) it proves to be necessary in legal, arbitration, administrative and other similar proceedings,
- e) the third party is a party that shall be obliged to maintain confidentiality in relation to the provided or available information,
- f) the third party is a party, the performance of which will be used by Eviden to fulfil the obligations resulting from the contractual relationship from the contract or in relation to the contract (sub-contractors and partner companies),
- g) the third party is a company of the Eviden Concern (Group),
- h) it is possible to contact the party's contact person and the information will be provided or made available for purposes of references, promotion or informing the public.

14.5 The Buyer's data (data registered in the Companies Register, telephone and fax numbers as well as other data necessary for the delivery, existing in connection with advanced communication technologies, job positions, contact persons, ordered goods, delivered quantities) from each business case shall be processed exclusively for purposes of the execution of the Contract, particularly for purposes of administration and billing with automatic support.

14.6 The Buyer hereby grants its express consent to provide the information concerning individual business cases under Section 14.5 to other Eviden Concern companies, namely Eviden SE, for purpose of providing information and for statistical purposes and risk management in compliance with the obligation to inform under the concern's internal rules and that this information about business activities and separately information about goods and performance Eviden sends in writing or by email to the Buyer or contacts the Buyer in any other way, e.g. by phone.

14.7 If it proves to be necessary for Eviden to have access to personal data protected by the Regulation (EU) 2016/679 and Act No. 18/2018 Coll. on Personal Data protection as amended for purposes of fulfilling its obligations upon the Contract, the Buyer shall obtain for Eviden in advance, at its own expense, consent to use the personal data from the parties concerned.

14.8 The Buyer is obliged to provide in time full cooperation, upon Eviden request and on its own initiative, necessary for Eviden to fulfil its statutory and contractual obligations of personal data protection while fulfilling obligations upon the Contract related to personal data.

XV. Miscellaneous

15.1 Without prior written consent, the Buyer is not entitled to assign its receivables against Eviden to third parties, to pledge or use them in any way other than the subject of the legal act. In addition, the Buyer is not entitled to offset its receivables against Eviden against

its liabilities. Failure to meet this obligation shall be considered a serious breach of the Buyer's obligations.

- 15.2 With regard to the delivery of documents between the parties concerning the Contract, a document shall be deemed delivered on the date of its actual delivery to the other party. Documents shall also be deemed delivered after the period for the collection of the mail at the post office has expired, even if the addressee was not informed of its storage. Documents shall also be deemed delivered in case of addressee's deliberate actions as a result of which a consignment can not be successfully delivered.
- 15.3 Neither Party shall be responsible for delays or failure to perform any of its obligations herein (other than payment obligations) resulting from or in connection with acts, events or circumstances beyond the reasonable or foreseeable control of such Party. Such acts shall include, but shall not be limited to, acts of God (including earthquakes, hurricanes and volcanic eruptions), strikes, lockouts, riots, civil unrest, civil protests, acts of war, epidemics (including communicable disease outbreaks and public health emergencies), governmental regulations superimposed after the fact, fire, communication line failures, power failure, or other disasters, whether such acts have been identified, declared or accepted as such under the relevant law or not.
- 15.4 In such circumstances as listed in Clause 15.3 above, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if in the reasonable opinion of the Affected Party performance of the Agreement is substantially prevented for a continuous period of six (6) months from the date on which such performance was initially due by virtue of any of the aforesaid events, then either Party may terminate this Agreement by written notice to the other.
- 15.5 Both Parties will use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations. In particular, the Parties will cooperate in good faith to adopt together some mitigation measures in order to decrease the impact of the Force Majeure Event, such as remote working, off or nearshoring, etc, as far as they are proportionate, adequate and in compliance with the law.
- 15.6 The Party affected by the Force Majeure Event is obliged to notify the other Party without undue delay. The existence of a Force Majeure Event is required to be proven by the Party that invokes such a circumstance.
- 15.7 It is agreed and understood between the Parties that the scope, the consideration and the other essential elements (including dependencies, technical requirements and customer obligations) of this Agreement have been defined taking into account the "as is" status of the effects of COVID-19 in the place/s where the delivery will take place at the moment of the signature of the Agreement (hereinafter the "Current Status"). In the event of any change to the Current Status Eviden shall have the right to submit a change request for a coherent revision of the Agreement and the Parties shall enter into good faith negotiations in order to implement such change.

In Bratislava, July 10, 2023