

General Commercial Terms and Conditions for Purchase of Goods

1. General Provisions

- 1.1. These general commercial terms and conditions for purchase of goods (hereinafter referred to as the "Conditions") apply to all contractual relations arising from agreements concluded between GA Drilling, a. s., having its registered seat at Panenská 6, 811 03 Bratislava, Slovakia, CIN (IČO): 31 382 606, registered with the Companies Registry kept by the Municipal Court Bratislava III, section: Sa, entry No.: 7653/B (hereinafter referred to as the "Purchaser") and the other contracting party (a natural person-sole trader or a legal entity) (hereinafter referred to as the "Seller") for the purpose of purchasing the goods of the Seller, as well as to relationships created in connection with the process, purpose of which is the conclusion of the said agreement (hereinafter generally referred to as the "Agreement"). Application of the general commercial conditions of the other contracting party or any other general commercial conditions is hereby explicitly excluded unless the contracting parties (the Purchaser and the Seller hereinafter referred to as the "contracting parties" and each individually also as a "contracting party") would agree otherwise in writing. The Agreement, for the purpose of these Conditions, means the purchase agreement, framework purchase agreement (i.e. agreement concerning repeated delivery of goods), partial agreement concluded on the basis of the framework agreement (hereinafter referred to as the "Partial agreement"), concluded by the Purchaser for the purposes of purchase of goods and regardless of a form of the said agreement; for the avoidance of the doubt it is stated that under the Agreement falls also any mutually confirmed proposals of the parties (Purchaser, Seller) that contain fundamental requirements for the purchase contract; e.g., order of the Purchaser confirmed by the Seller in writing (regardless of whether the said order concerns the order under the framework contract or not). For the avoidance of the doubt it is stated that where it is not advisable to differentiate between the terms "Agreement" and "Partial agreement", the term "Agreement" denotes both, the "Agreement" as well as the "Partial agreement".
- 1.2. Contracting parties can regulate their rights and duties differently from the provisions hereof. Any deviations from these Conditions are binding for the contracting parties only if the contracting parties have agreed to them in writing. In such case, the altered arrangements of the contracting parties take preference over the wording of these Conditions.
- 1.3. These Conditions are, in compliance with the provision of Section 273 of the Act No. 513/1991 Coll. Of the Commercial Code as amended (hereinafter referred to as the "CommC"), an integral part of the Agreement.
- 1.4. In terms of these Conditions, the Agreement is considered concluded:
 - 1.4.1. on the date of the signing of a written copy of the Agreement (purchase agreement and/or framework purchase agreement for the repeated delivery of goods) by both contracting parties; or
 - 1.4.2. on the date of the delivery of written confirmation from the Seller, in which the Seller accepts the conditions proposed by the Purchaser in the purchase order (hereinafter

referred to as the “Purchase order”) and these Conditions, whereas the Seller shall be obliged to deliver the said written confirmation to the Purchaser within 24 hours following the receipt of the Purchase order; to avoid any doubt the said time period of 24 hours shall be counted on working day(s). Provided the Seller's confirmation contains conditions different from those listed in the Purchase order and these Conditions, the Purchaser shall be bound by those different conditions only upon its written consent therewith. Provided the Seller delivers the said written confirmation of the Purchase order to the Purchaser after the said 24 hours, the Purchaser has the right to withdraw from the Agreement.

- 1.5. Each Agreement has to contain basic identification data (mainly business name, seat/place of business activity, legal form, CIN, identification of registry/evidence and entry data) of the contracting parties according to the registration in the companies' registry, trade registry, or registration in another registry prescribed by law. Each contracting party is, at the same time, obliged to inform the other contracting party without delay about all changes recorded in the above-mentioned registers, otherwise it will be responsible for all damages incurred due to that by the other contacting party.
- 1.6. The Seller and the Purchaser shall provide that the persons signing on their behalf, or for them, are the persons authorised to do so; the Seller and the Purchaser can agree that in contractual/technical matters will communicate only persons specifically listed in the Agreement.

2. The Subject Matter of the Agreement

- 2.1. The subject matter of the Agreement is the obligation of the Seller to deliver the goods duly and in time to the Purchaser, hand-over the documents related to the goods and to transfer to the Purchaser the ownership right to the goods and the obligation of the Purchaser to accept the duly delivered goods and pay the agreed purchase price to the Seller within the time according to the Agreement.
- 2.2. The Seller is obliged to deliver the goods according to the specification agreed to in the Agreement. The Seller is obliged to deliver the goods in the quantity, quality and design as specified in the Agreement and must arrange for the goods to be packed or made ready for transport in a manner stipulated in the Agreement. Provided the Agreement does not stipulate how the goods shall be packed, or made ready for transport, the Seller shall pack the goods and made them ready for the transport in a manner usual for such goods in business relations, or in a manner necessary for the storage and the protection of the goods.
- 2.3. Unless the contracting parties agree otherwise, the Seller is not entitled to a partial fulfilment of the subject matter of the Agreement. Delivery of less quantity of the goods or of other goods as agreed in the Agreement is considered a substantial breach of the Agreement and constitutes the right of the Purchaser to withdraw from the Agreement. The Purchaser is not obliged to accept and pay for a performance exceeding the scope of the performance specified in the Agreement that is executed without the previous written consent of the Purchaser; the Purchaser is entitled to reject any such performance without payment.

- 2.4. The Seller declares that at the time of the delivery of goods, the Seller is the owner of the goods, is entitled to dispose of such goods and that the goods are not encumbered by any third-party rights.

3. Purchase Price and Payment Conditions

- 3.1. The purchase price is agreed in the Agreement. The purchase price agreed in the Agreement is fixed and includes all expenses of the Seller connected with the performance of the subject matter of the Agreement, mainly costs of material, production, workforce, technical equipment, packaging of goods, transport costs and unloading costs at the delivery place, taxes, customs and other fees related to the import, fees related to certification of products, administration and other related costs due to public authorities, costs of waste disposal, costs of the training of persons selected by the Purchaser and putting products into operation, if such performance is to be provided on the basis of the Agreement, as well as the costs of documents necessary for accepting and using the goods, or related to goods, or to be delivered along with the goods.
- 3.2. If not agreed otherwise by the contracting parties in writing, the Seller is entitled to demand the payment of the purchase price after the delivery of goods pursuant to section 7.1. hereof.
- 3.3. The Purchaser is obliged to pay the purchase price only based on an invoice duly issued by the Seller and delivered to the Purchaser; documents specified in the Agreement and these Conditions shall be attached to the invoice.
- 3.4. If not agreed otherwise by the contracting parties in writing, the Seller shall issue and deliver the invoice to the Purchaser within 3 calendar days following the delivery of goods, otherwise the Seller shall be responsible for damages caused to the Purchaser by not complying with the said obligation.
- 3.5. If not stipulated otherwise herein, the term of the maturity of invoices (pro forma, partial, final, correcting) is 30 calendar days from the date of their delivery to the other contracting party.
- 3.6. The day when the due amount is deducted from debtor's bank account in favour of the creditor's bank account is considered as the day of fulfilment of the financial obligation.
- 3.7. An invoice issued by the Seller has to contain all requirements according to the valid legal regulations and at the same time, the following items:
- 3.7.1. designation saying that it is an invoice;
- 3.7.2. sequence number of invoice;
- 3.7.3. business name and address of the seat, place of business, or operating unit of the contracting parties;
- 3.7.4. registration number (IČO/CIN/Registration ID), tax registration number (DIČ) and identification number for the value added tax (IČ DPH, VATID, if granted) of the Purchaser;

- 3.7.5. registration number (IČO/CIN/Registration ID), tax registration number (DIČ) and identification number for the value added tax (IČ DPH, VATID, if granted) of the Seller and the Seller's bank connection in the form of ABO, IBAN and SWIFT (BIC);
- 3.7.6. number of the Agreement (or number of the Purchase order) (if applicable);
- 3.7.7. due amount without tax, with tax, tax rate, total amount of tax and the stipulated currency according to the Agreement;
- 3.7.8. the unit price without tax, discounts and rebates, in case they are not included in the unit price;
- 3.7.9. the amount to be paid;
- 3.7.10. the deduction of paid advance payments (in case there are any);
- 3.7.11. date of delivery of goods and date of invoice's issuance;
- 3.7.12. the quantity and type of goods delivered and their description, including product number(s), if available (i.e. part numbers, reference numbers);
- 3.7.13. maturity date of the invoice (it is necessary to state the number of days from the delivery of the invoice);
- 3.7.14. variable symbol;
- 3.7.15. constant symbol;
- 3.7.16. form of payment by transfer order;
- 3.7.17. name and telephone/e-mail connection of the responsible employee of invoice issuer (Seller);
- 3.7.18. the number related to the proof of delivery with respect to the goods (e.g. the delivery note number, advice note number, or other reference).

In a case an invoice does not contain the above stated requirements, the Purchaser is entitled to return the invoice without paying it to the Seller for the supplement/correction. By legitimate return of the invoice, the maturity term of the invoiced amount is suspended and it will start again from the beginning from the date of the delivery of a new (corrected/supplemented) invoice to the Purchaser.

- 3.8. Any payment obligations of both contracting parties from the Agreement will be executed by bank transfer order.
- 3.9. The bank connection of the Seller stated in the invoice shall be identical to the bank connection of the Seller agreed in the Agreement. Otherwise the Purchaser is entitled to return the invoice to change the bank connection of the Seller in accordance with the Agreement and with a requirement for the new maturity term, i.e., the maturity term shall commence again as of the day of delivery of the corrected invoice to the Purchaser. In

case of incorrectly stated bank connection in the form of ABO, IBAN and SWIFT (BIC) or different bank connection in the form of ABO, IBAN and SWIFT (BIC) in the Agreement and/or in the invoice from the Seller, the Purchaser will not be responsible for the damage incurred as a consequence of such incorrectly addressed transfer; in such a case (breach of obligation of the Seller under this section hereof), the Purchaser is entitled to claim a contractual penalty from the Seller in the amount equal to the sum of the incorrectly addressed transfer; asserting the right to the contractual penalty according to this section does not affect the claim of the Purchaser to compensation of damages. The Purchaser can claim also compensation of damages exceeding the contractual penalty.

- 3.10. The copy of the Hand-over protocol, bill of delivery, or the relevant transport documents pursuant to section 7.1. hereof, and in case of import of goods from third countries (i.e., from countries which are not member states of the European Union) also the customs declaration for the release of goods, must be attached to each invoice. For the avoidance of the doubt it is stated that, if not agreed otherwise by the contracting parties in writing, the precondition for the payment of the invoice is not only the due delivery of goods but also the due delivery of documents specified in the Agreement/Conditions.
- 3.11. If the Seller has a domestic bank account the bank charges of the debtor shall be borne by the debtor and the bank charges of the creditor shall be borne by the creditor. If the Seller has a bank account abroad, the bank charges within the territory of the Slovak Republic will be borne by the Purchaser, the bank charges abroad will be borne by the Seller. In case of the violation of the contractual condition related to the payment, the contracting party breaching the said condition shall bear all bank charges.

4. Tax Provisions

- 4.1. The contracting parties undertake to accept any legislative changes in the legal order of the Slovak Republic, including alterations in the tax legal regulations that could affect the Agreement and will respect their application during the time of their validity. The Seller undertakes to consult immediately with the Purchaser all changes in its relation to tax obligations towards the Slovak Republic and will submit, on request, to the Purchaser all documents that are necessary for proper settlement of its tax obligations.
- 4.2. During the duration of the Agreement, the Seller shall inform the Purchaser in writing of the cancellation date of the registration of a VAT payer, the date of the registration of the VAT payer and/or the date of change of the identification number for VAT along with the new identification number for VAT; the said shall be notified to the Purchaser without undue delay after the said date.
- 4.3. The Seller is obliged to inform the Purchaser immediately of the fact that it is registered in the "List of VAT payers in whose cases reasons for cancellation of the registration occurred" published on the website kept by the Financial Directorate of the Slovak Republic. Contracting parties agreed that the appearance of the Seller within such a list gives the Purchaser the right to withdraw from the Agreement.
- 4.4. The Seller shall, within 3 calendar days following the commencement/termination of the application of the special tax regulation on the basis of the receipt of the payment for the

delivery of goods or services in terms of Section 68d of the Act No. 222/2004 Coll. on value added tax, as amended (hereinafter referred to as the "VAT Act"), to notify the Purchaser of the said fact via finance@gadrilling.com. Should the Seller fail to comply with this reporting obligation and the tax authority imposes a penalty on the Purchaser for the incorrectly deducted tax pursuant to the Act No. 563/2009 Coll. on tax administration (tax code) and on the amendments to certain acts, as amended, the Seller undertakes to compensate the Purchaser for damages in the amount of the imposed fine; the Purchaser can claim the said damages in a form of an invoice that will be due within 14 calendar days following its delivery to the Seller.

- 4.5. In case the Seller is a natural person or a legal entity, or another entity with legal capacity, resident or established outside the territory of the Slovak Republic (i.e. the Seller is a foreign entity), the contracting parties proceed with the settlement of their tax obligations under the Agreement according to the legal regulations valid in the states in which they are residents and in accordance with the applicable international legal regulations. The Seller, having the status of a foreign entity under this clause, shall provide the Purchaser (i) with a copy of the tax (financial) office's confirmation of tax domicile (residence) upon request, and (ii) by the conclusion of the Agreement, with a solemn declaration on whether or not the Seller has a permanent establishment within the meaning of the relevant legal regulations, or international contract, within the Slovak Republic, as well as a declaration whether it has an establishment in the Slovak Republic within the meaning of the VAT Act. If the Seller, having the status of a foreign entity under this clause, has a permanent establishment in the territory of the Slovak Republic, or permanent establishment for the VAT purposes, the declaration shall also include information on whether the subject matter of the Agreement will be performed through this establishment. If the Seller, having the status of a foreign entity under this clause, creates a permanent establishment in the Slovak Republic after the conclusion of the Agreement, the Seller shall inform the Purchaser of this fact immediately.

5. Place and Term of Fulfilment

- 5.1. The Seller is obliged to deliver the goods to the Purchaser at the place of delivery agreed in the Agreement. If the place of delivery is not agreed in the Agreement, the Seller is obliged to deliver the goods to the address of the Purchaser's operation unit: Vápenka 4, 84 107 Bratislava-Devínska Nová Ves.
- 5.2. The Seller is obliged to deliver the goods in time agreed in the Agreement.
- 5.3. The Purchaser is not obliged to accept the goods delivered before the agreed time.
- 5.4. Failure to deliver the goods in the agreed time is considered a fundament breach of the Agreement. In case of the Seller's delay in the delivery of goods, the Purchaser is entitled to withdraw from the Agreement. The claims of the Purchaser pursuant to section 12. hereof shall remain unaffected.
- 5.5. Following the conclusion of the Agreement, the Purchaser is entitled to change the place or time of delivery in writing. The change of place or time of delivery shall be binding for the Seller only upon its written confirmation thereof. If the Seller confirms in writing the

change of the place or time of the delivery, such a change is deemed to be a change of the Agreement, whereas in such case conclusion of the amendment to the Agreement is not necessary. If the Seller does not confirm the change of the place or time of the delivery, the conditions stipulated in the Agreement apply.

6. Ownership Title and Risk of Damage

- 6.1. The Purchaser acquires the ownership title to the goods at the moment of acceptance thereof.
- 6.2. If not agreed otherwise by the contracting parties in writing, the risk of damage concerning the goods passes to the Purchaser at the moment of the acceptance of the goods at the agreed place of delivery.

7. Acceptance of Goods and Tests

- 7.1. The contracting parties will prepare a written hand-over protocol (hereinafter referred to as the "Hand-over protocol") on the acceptance of the goods by the Purchaser. The Hand-over protocol signed by the representatives of both contracting parties will be the proof of the delivery of goods by the Seller. The Hand-over protocol can be replaced by the bill of delivery, or by other respective transfer document signed by both contracting parties and which will include the description of goods, names and signatures of signing persons, date of acceptance of goods and which will confirm the acceptance of the goods by the Purchaser. For the avoidance of the doubt it is stated that if putting into the operation in relation to specific goods is agreed in the Agreement, the documents on acceptance of the goods by the Purchaser under this section hereof shall be signed and the goods shall be deemed accepted by the Purchaser after it is put into operation.
- 7.2. The Seller is obliged, at the moment of the acceptance of the goods by the Purchaser at the latest, to hand-over to the Purchaser the documents that are necessary for the acceptance and use of the goods according to the applicable legal regulations, technical standards (including EU technical standards), as well as other documents stipulated in the Agreement (e.g. technical documentation, specification and valid attestations and certificates, certifications of tests performed and materials used, batch, CE, etc.). If not agreed otherwise by the contracting parties in writing, the documents shall be provided in the Slovak language. The Seller shall provide that the documents pursuant to this section hereof are complete and contain true information. Failure to deliver the documents pursuant to this section hereof, or delivery of documents contrary to this section hereof is considered a defect of the goods that entitles the Purchaser to claims under section 8. hereof.
- 7.3. If set forth by the applicable legal regulations (incl. EU acts) or if agreed in the Agreement, the Seller is obliged, at the moment of the acceptance of the goods by the Purchaser at the latest, to submit to the Purchaser a certificate of proving the conformity of technical properties of a product with the relevant technical regulations/standards (incl. EU technical regulations/standards), or other document proving the conformity of goods' properties with requirements of generally binding or technical regulations/standards (technical documentation, safety data sheets, safety risks, etc.), incl. EU norms and EU technical

regulations/standards. The Seller undertakes that the goods, at the moment of their acceptance by the Purchaser at the latest, comply with the generally binding legal regulations, incl. EU acts, the relevant technical regulations and standards, incl. EU technical regulation and standards. Failure to deliver the documents and/or goods pursuant to this section hereof, or delivery of documents and/or goods contrary to this section hereof is considered a defect of the goods that entitles the Purchaser to claims under section 8. hereof.

- 7.4. The Seller is obliged to test the goods or let them undergo technical inspection before their delivery (hereinafter referred to as the "Tests"), in order to find out whether the goods meet the requirements of quality, workmanship and the conditions stipulated in section 7.3 of the Agreement. The Seller is obliged to submit the result of Tests to the Purchaser at the moment of the acceptance of the goods by the Purchaser at the latest.
- 7.5. The Purchaser is entitled to be present during the performance of the Tests. The Seller is obliged to inform the Purchaser in writing about the place and date of the performance of the Tests 7 working days before the planned date of the Tests at the latest.
- 7.6. In case the Purchaser or its authorized person does not appear at the determined time for the performance of the Tests, the Seller may also perform the Tests without the participation of the Purchaser and is obliged, without delay, to inform in writing the Purchaser about the result of the Tests.
- 7.7. The Seller will bear the expenses connected with the performance of Tests of the goods.
- 7.8. The Purchaser will bear the expenses connected with the participation of the Purchaser or its authorized person at the performance of the Tests. In case the Tests are not performed within the agreed term due to the Seller, or if the result of the Tests is negative, then the Seller is obliged to compensate the Purchaser for all expenses incurred in this regard.
- 7.9. The performance of Tests will not release the Seller from its responsibility for defects found after delivery of goods.
- 7.10. If possible and if agreed by the contracting parties, the Purchaser is entitled to be present during the performance of the Tests also prior to the conclusion of the Agreement.

8. Defects of Goods and Claims from Defects of Goods

- 8.1. The Seller is obliged to deliver goods in the amount, quality and design defined by the Agreement and is obliged to pack the goods, or prepare goods for transfer in a manner stipulated in the Agreement, or manner usual for such goods in the business relations, or manner necessary for storage and protection of goods. If the Seller fails to fulfil these obligations, the goods have defects, for which the Seller is responsible. The Seller shall be liable for defects in the goods at the moment when the risk of damage passes to the Purchaser even when such a defect becomes apparent only afterwards (hidden defects), as well as for any defect that arises after this time, if it has been caused by the breach of the Seller's obligations.

- 8.2. The Seller is responsible for the fact that the goods delivered do not have any legal defects and that no claims of a third party will be made due to a violation of, or threat to industrial or intellectual property rights, mainly copyright, rights to trade mark, or other similar rights.
- 8.3. If the goods have obvious defects at the time of their hand-over, or if the documents to be delivered together with the goods are not complete, or the goods are delivered in the lesser amount, or incomplete, the Purchaser is entitled to reject the acceptance of goods. Rejection of the acceptance of goods along with the description of defects resulting in such a rejection shall be recorded in a written document. In case the Purchaser accepts the goods with defects, the said defects shall be described in the Hand-over protocol, bill of delivery, or in other respective transfer document, along with the term of their removal and form of removal.
- 8.4. The Purchaser is entitled to notify the Seller in writing about the defects anytime during the warranty period (section 8.13. hereof). Provided the goods have defects, the Purchaser notifies the Seller about the defects along with their brief description in writing (hereinafter referred to as the "Notification on defects").
- 8.5. The choice of a claim asserted by the Purchaser in relation to the defect and the appropriate time period in which the Seller shall provide the requested warranty performance, shall be notified to the Seller in the Notification on defects, or in writing within 5 working days following sending the Notification on defects to the Seller, or as the case may be, following the assessment of the nature of the defect by the Seller, provided the cooperation of the Seller is required.
- 8.6. The Seller shall provide the Purchaser with the warranty performance selected by the Purchaser.
- 8.7. The Seller undertakes to start with the removal of defects of goods without undue delay after the receipt of the Notification on defects and of the choice of claim of the Purchaser and to remove these defects as soon as possible following the receipt of the Notification on defects and of the choice of claim of the Purchaser. In case of defects that can limit the operation activity of the Purchaser or render it impossible, or threaten safety, health, environment, or cause damage to the Purchaser's property, the Seller shall start with the removal of defects of goods immediately after the receipt of the Notification on defects and of the choice of claim of the Purchaser. Removal of defects shall be recorded by the contracting parties in a separate document.
- 8.8. In case of defects of goods, the Purchaser is entitled to:
- 8.8.1. demand the removal of defects by delivery of replacement goods, or delivery of missing goods; or
- 8.8.2. demand the removal of defects by repair of goods, if defects are reparable; or
- 8.8.3. demand a discount from the purchase price; or
- 8.8.4. withdraw from the Agreement.

The Purchaser is entitled to choose from the above-mentioned claims and shall notify the Seller thereof in accordance with section 8.5. hereof.

- 8.9. If after the selection of the claim by the Purchaser it appears that the defects of goods, or a part thereof, cannot be removed, or if unreasonable costs would be connected with their removal, or if unreasonably great cooperation of the Purchaser would be required for their removal, or if their removal will be possible only after unreasonable lapse of time, the Seller shall notify the Purchaser of the said facts in writing and the Purchaser is entitled to:
 - 8.9.1. demand a discount from the purchase price; or
 - 8.9.2. withdraw from the Agreement; the said applies also if the Purchaser does not notify the Seller of this intention in the Notification on defects or in notification on claim asserted; or
 - 8.9.3. demand supply of substitute goods, or a part thereof, which the Seller undertakes to deliver within 10 working days following the request of the Purchaser for the substitute goods.
- 8.10. If the Seller refuses to remove the defects of goods for which the Seller is liable, or if the Seller does not commence with the removal of these defects without undue delay after the receipt of the Notification on defects and of the choice of claim of the Purchaser, or if the Seller does not remove the defects of goods within the additional time period set by the Purchaser in writing, the Purchaser is entitled to:
 - 8.10.1. withdraw from the Agreement; the said applies also if the Purchaser does not notify the Seller of this intention in the Notification on defects or in notification on claim asserted; or
 - 8.10.2. demand a discount from the purchase price; or
 - 8.10.3. remove these defects in a manner at its own discretion and at the Seller's expenses. These expenses shall be re-invoiced to the Seller after the repair and the Seller is obliged to reimburse these expenses immediately after delivery of the invoice.
- 8.11. Until the removal of defects, the Purchaser is not obliged to pay a part of the purchase price corresponding to the Purchaser's claim to a discount from the purchase price should the defects be not removed. The Purchaser can decrease the purchase price by the said discount under this section. In case the Purchaser already paid the purchase price, or a part thereof, the Purchaser is entitled to request the repayment of the said purchase price up to the amount of the asserted discount from the purchase price, or to set-off against the said claim to the discount from the purchase price.
- 8.12. Claims arising from goods' defects do not affect the right of the Purchaser to claim compensation of damages or contractual penalty.
- 8.13. In case it is not stipulated otherwise in writing in the Agreement, the warranty period is 24 months and commences on the date of the acceptance of goods by the Purchaser in accordance with section 7.1. hereof. The warranty period shall not lapse during the

periods when the Purchaser cannot use the goods due to their defects for which the Seller is liable.

- 8.14. Provided the warranty period, set forth by the producer of goods or stipulated by the applicable legal regulations, is longer than the one agreed herein, or in the Agreement, the said longer warranty applies. In case the Seller issued and filled in a warranty certificate, the warranty certificate takes preference over the provisions of the Agreement, provided it provides the Purchaser with more rights concerning the warranty and potential warranty performance by the Seller.
- 8.15. If the goods, or a part thereof, which the Seller received from a third party for remuneration, are covered by a third party warranty, the Seller shall inform the Purchaser of any facts that may affect the claims arising from defects of such goods, or a part thereof, mainly the Seller shall notify the Purchaser in writing of the day on which the warranty period expires; for the avoidance of the doubt it is stated that the said warranty period must not be shorter than the warranty agreed by the contracting parties in these Conditions, or as the case may be, in the Agreement. For the avoidance of the doubt it is stated that the Purchaser is entitled to assert any claims from defects of the goods directly by the Seller and the Seller is directly responsible for any such defects of the goods. Provided the Purchaser agrees to assert the liability for such defects directly by this third party, the Seller shall, at the Purchaser's request, hand over to the Purchaser all documents required to be presented to this third party in case of claims from defects.

9. Risks Resulting from Goods

- 9.1. In case the goods contain substances that have one or several dangerous properties, the Seller is obliged to specify the risks resulting from their use in the corresponding documentation, to identify the hazards and to determine the measures for safe handling, storage and transportation of these substances, particularly from the view of health protection and protection of environment.
- 9.2. The Seller is obliged to provide the Purchaser with relevant information on endangerments resulting from the use of the goods in designated operating and user conditions, including information on ways of protection against these hazards, and to carry out measures resulting from special regulations concerning the safety, health protection, as well as the fire protection.
- 9.3. If the delivery of goods containing chemical substances or preparations is the subject matter of the Agreement, the Seller is obliged to provide a safety data sheet in compliance with special legal regulations (e.g., the Chemical Act). Packaging of the goods delivered must comply with the generally binding legal regulations.
- 9.4. The Seller is obliged to duly inform the Purchaser of handling, storage and transportation conditions of the delivered goods in advance.
- 9.5. In case of failure to fulfil the obligations stipulated in this section 9. hereof, the Seller bears all liability for damage caused to the Purchaser as a result thereof, mainly for the damage

caused due to the inappropriate or incorrect handling, storage and/or transportation of goods, or materials that are a part thereof.

10. Intellectual property rights

- 10.1. The Seller undertakes and shall ensure that the goods and their use do not infringe any intellectual property rights of any third party (including, without limitation, any patent, trademark, industrial design, copyright or license right, or trade secret). If claims based on the goods' infringement of intellectual property rights are made by a third party against the Purchaser, the Seller shall indemnify the Purchaser for all material and non material damages, costs and expenses arising out of or in connection with such claim, or infringement.
- 10.2. Should the goods be found to infringe the intellectual property rights of a third party, the Seller shall, at its own expense, modify the goods in such a way that the goods are non infringing or shall obtain and maintain such a license and rights from the third party for the benefit of the Purchaser, as are required for the unrestricted, continuous use of the goods.
- 10.3. The Seller undertakes to provide that all intellectual property rights to the subject of the protection generated by the Seller specially for the Purchaser are acquired by the Purchaser; in case it is not possible to provide for the transfer of the said right, the Seller shall provide that the Purchaser is granted an exclusive license with right of its assignment; provision of the said license is included in the price for goods.
- 10.4. Provided any documents related to the goods are subject to a copyright, the Seller is obliged to provide that not later than at the moment of hand-over of the said documents to the Purchaser, the Seller will be entitled (i) to dispose of the said documents; and (ii) to grant the Purchaser a (sub) licence pursuant to section 10.5. and 10.6. hereof; the Seller is obliged to prove the aforesaid anytime at Purchaser's request.
- 10.5. The Seller hereby grants the Purchaser, with effect from the hand-over of the documents to the Purchaser, the consent to use the documents by the Purchaser by any means of use known at the time of conclusion of the Agreement (mainly: to reproduce the documents, to change, or process the documents, etc.). This license is granted as exclusive license and without restrictions. The fee for the license is included in the price for goods to which the documents relate.
- 10.6. The Purchaser is entitled to grant a third party the consent to use the documents specified in section 10.5. hereof within the scope of the license pursuant to the section 10.5. hereof (sublicense). The Purchaser is also entitled to assign the said license to a third party. For the avoidance of doubt, the consent to sublicense or assign the said license to a third party shall be deemed granted to the Purchaser upon the hand-over of the documents to the Purchaser. The fee for granting the consent with the sublicense, or assignment of license to a third party is included in the price goods to which the documents relate.

11. Audit

- 11.1. The Seller is obliged, based on the Purchaser's request, to enable the authorized employees of the Purchaser, also prior to the conclusion of the Agreement but after the signing hereof, to perform in its operating units an audit focused on verification (i) of the compliance with the system of quality management, of environment or of safety (provided the Seller declares that it has implemented the system of quality management, of environment or of safety (certified or uncertified)), (ii) of the quality of a specific product. The Purchaser is also entitled to demand from the Seller an audit to be performed at the producer focused on processes related to the maintenance of constant quality of their production. If the producer fails to enable such an audit, the Purchaser is entitled to demand from the Seller the delivery of goods upon specification from another producer, or to refuse delivery of other goods from that producer.

12. Contractual Sanctions

- 12.1. In case the Seller is in delay in delivery of goods pursuant to the Agreement, the Purchaser is entitled to demand from the Seller a payment of the contractual penalty in the amount of 0,5% of the goods' total purchase price (excl. VAT), for each started day of delay up to a maximum of 10% of the goods' total purchase price (excl. VAT). The same contractual penalty can be requested by the Purchaser also in case of failed delivery or delayed delivery of documents that are necessary for acceptance or use of the goods or other documents that the Seller is obliged to submit to the Purchaser according to the Agreement.
- 12.2. The Purchaser is entitled, in case the Seller breaches its obligations under the Agreement concerning the Confidential information, including the trade secret and personal data, to request from the Seller the payment of the contractual penalty in the amount of EUR 5.000,- (in words: five thousand euro) for each breach individually.
- 12.3. The Purchaser is entitled, in case the Seller does not provide the warranty performance, or does not satisfy the Purchaser's claims from defects duly and in time, to request from the Seller the payment of the contractual penalty for each defect individually in the amount of 0,5 % of the goods' total purchase price (excl. VAT), for each started day of delay up to a maximum of 10% of the goods' total purchase price (excl. VAT).
- 12.4. In case of debtor's delay in the fulfilment of a financial obligation, the creditor is entitled to invoice to the debtor the delay interest in the amount of 0,02% of the due amount for each day of delay.
- 12.5. The Purchaser is entitled to notify the Seller about the decision to demand payment of the contractual penalty also by form of an invoice due within 14 calendar days following its delivery to the Seller.
- 12.6. Payment of the contractual penalty will not release the Seller from its obligations to deliver goods, or documents according to the Agreement.
- 12.7. Asserting the right to the contractual penalty does not affect the right of the Purchaser to claim the compensation of damages caused by the breach of obligations, to which the

contractual penalty relates, by the Seller. The Purchaser is also entitled to claim compensation of damages exceeding the contractual penalty.

13. Compensations for Damages

- 13.1. In case of a breach of a contractual obligation under the Agreement, the Seller shall compensate damages to the Purchaser, unless the Seller proves that the breach of contractual obligation was caused by the occurrence of circumstances excluding liability (section 14. hereof).
- 13.2. The Seller shall indemnify the Purchaser, and its respective officers, directors and employees, from and against any and all loss, damage, claim, or expenses (including reasonable attorney's fees), incurred in connection with third party claims of any kind arising from:
 - 13.2.1. the Seller's breach of any of its warranties, representations, or obligations under the Agreement and/or these Conditions;
 - 13.2.2. all and any claims alleging defects in or liability for the goods (save where such defect or liability was caused by or arises as a direct result of the act or omission of the Purchaser); and/or
 - 13.2.3. the Seller's negligence or wilful misconduct.

14. Circumstances Excluding Liability

- 14.1. As circumstances excluding liability will be considered an obstacle that occurred independently from the will of the obliged party and that is constraining it from the fulfilment of its obligations, if it cannot be reasonably expected that the obliged party could avert, or overcome such obstacle, or its consequences, and further that it could envisage such obstacle at the time of origination of the obligation.
- 14.2. Liability is not excluded by an obstacle that originated at the time when the obliged party was in delay in fulfilment of its obligation, or that originated from its economic conditions.
- 14.3. None of the contracting parties will bear the liability for the non-fulfilment of its obligations resulting from the Agreement, in case it is proven that all of the following situations occurred simultaneously:
 - 14.3.1. the non-performance occurred as a consequence of extraordinary, unpredictable and unavoidable events (including but not limited to natural disasters, epidemics, war, terrorism, governmental restrictions, strikes, cyber-attacks or interruptions of energy supply;
 - 14.3.2. neither the obstacle nor its consequences could be envisaged at the time of the conclusion of the Agreement;
 - 14.3.3. neither the obstacles nor their consequences could be prevented, avoided or overcome.

- 14.4. Unpredictable and unavoidable obstacles do not include obstacles that were caused by the lack of official permits, licences or similar authorizations on the side of the obliged party.
- 14.5. The contracting party that violates its obligation or that, with taking into account all circumstances, is supposed to know that it will violate its obligation from the contractual relations, shall notify the other contracting party about the character of the obstacle that is preventing, or will prevent the fulfilment of its obligations and about the consequences. The notification shall be sent without undue delay after the obliged party learnt about the obstacle, or could have learnt about it by exercising the due care. The non performance of such reporting obligation or late delivery of such a notification shall result in the contracting party being liable for the compensation of damages caused to the aggrieved party as a result thereof.
- 14.6. The effects of the circumstances excluding liability are limited only to the period of the duration of an obstacle with which these effects are connected.
- 14.7. In case the circumstances excluding liability last longer than 3 months, then any of the contracting parties is entitled to withdraw from the Agreement.

15. Duty of confidentiality

- 15.1. The Seller and the Purchaser undertake to hold, in strict confidence, the existence of the Agreement and the terms and conditions thereof and all other information received from the other contracting party in connection with the Agreement, mainly information concerning the contracting party (in particular information on its activity, structure, economic results, financial, statistical and accounting information, information on its hardware and software, know-how, information relating to objects protected by industrial or other intellectual property rights), information relating to the commercial partners of the contracting parties, information for which a special form of disposal is set forth by the applicable legal regulations (in particular, business, banking, tax, telecommunications secrecy, personal data), information provided to or obtained by a contracting party prior to the entry into force and effect of the Agreement, provided they concern its subject-matter and/or its content, and information expressly designated by the contracting party as "dôverné", "confidential", "proprietary", or by any other similar sign indicating that this is a confidential information (hereinafter referred to as the "Confidential information"), not to disclose the Confidential information to any third party without the prior written consent of the disclosing contracting party and not to make use of the Confidential information for purposes other than those contemplated by the Agreement and in compliance with regulations regulating the disposal of such data. The contracting parties undertake to protect the Confidential information against misuse, damage, destruction, devaluation, lost and theft. All these obligations shall remain in effect even after the termination of the Agreement. The contracting parties shall provide for the confidentiality of the Confidential information also in relation to their employees, representatives as well as any cooperating third parties, if such information is provided to them.

- 15.2. The obligations under the section 15.1. shall not apply to information which (i) is or becomes general public knowledge through no fault of the receiving contracting party; (ii) was in the receiving party's possession prior to receipt from the disclosing party as proven by its written records; or (iii) is required to be disclosed by law.
- 15.3. The contracting party is entitled to provide/hand-over/notify/make accessible the Confidential information to its professional advisors (including legal, accounting, tax and other advisors or auditors) who are either bound by the generally professional duty of confidentiality set forth by law or who shall maintain confidentiality on the basis of a written agreement with the contracting party.

16. Personal data protection

- 16.1. Provided the provision of any personal data between the contracting parties for the purposes of the fulfilment of the Agreement is necessary pursuant to the General Data Protection Regulation (EU Regulation 2016/679), or pursuant to any other generally binding legal regulation concerning the personal data protection (hereinafter referred to as the "Data protection regulation"), the receiving contracting party shall protect the processed personal data against any damage, destruction, loss, change, unauthorised access, provision or publicity, as well as against any other form of unlawful processing.
- 16.2. The contracting parties shall fulfil the applicable duties concerning the personal data protection under the Data protection regulation.
- 16.3. The receiving contracting party is entitled to process information containing personal data only for the purpose for which the said information was provided under the Agreement and only for the time necessary for the fulfilment of the said purpose. The receiving contracting party is aware that the personal data cannot be processed for any other purpose than the purpose of their provision in the accordance with the Agreement.
- 16.4. The providing contracting party shall not provide the receiving contracting party, within the fulfilment of the Agreement, with personal data of natural persons exceeding the scope and content necessary for the stipulated purpose of the provided information.
- 16.5. If not agreed otherwise, the receiving contracting party shall, in advance, inform the providing contracting party about the planned provision of the personal data, processed for this contracting party for the purposes of the Agreement, to any third party; provision of the said personal data to a third party can in reasonable cases be objected by the providing contracting party.
- 16.6. The receiving contracting party undertakes to adhere to the appropriate safety measures and instructions of the providing contracting party related to the personal data protection. The contracting parties agreed that if it will be necessary, given the fulfilment of the Agreement, to conclude an individual contract on processing of personal data pursuant to the Data protection regulation, the contracting parties shall mutually cooperate in order to conclude such an individual contract.

- 16.7. The contracting parties further agreed that the Seller can collect and process personal data provided by the Purchaser to the extent necessary for the purposes of the fulfilment of the Agreement and also the Seller can for the purposes mentioned above process data obtained from public and official certificates, as well as other related documents provided to the Seller. Provided the personal data is processed according to this section 16. hereof, the personal data shall be processed for the duration of the Agreement, as well in cases where the Seller is obliged to archive the data during the time set forth by the generally binding legal regulations.

17. Anti-Corruption

- 17.1. Each contracting party warrants, represents and undertakes to the other contracting party that it:
- 17.1.1. shall, during the term of the Agreement, comply with all applicable legal regulations relating to anti-corruption (hereinafter referred to as the "Anti-Corruption laws");
 - 17.1.2. shall not engage in any activity, practice or conduct which would constitute an offence under the rules of the Slovak Criminal Code (Act No. 300/2005 Coll.), mainly but not exclusively, corruption, and laundering of the proceeds of crime, if such activity, practice or conduct had been carried out in the Slovak Republic;
 - 17.1.3. shall not do, or omit to do, any act that will cause or lead the other contracting party (or any of its directors, officers or employees) to be in breach of the Anti-corruption laws;
 - 17.1.4. shall promptly report to the other contracting party any request or demand for any undue financial, pecuniary or other advantage of any kind received by it (or any of its directors, officers or employees) in connection with the performance of the Agreement;
 - 17.1.5. has and shall maintain in place during the term of the Agreement its own policies and procedures, including procedures to mitigate the risks of non-compliance with the Anti Corruption laws and this section 17. and will comply, monitor and enforce them as appropriate;
 - 17.1.6. has not and will not, and will procure that its directors, officers, and employees have not and will not, make, promise or offer (or request, receive or agree to receive) any gift, payment, reward, rebate, contribution, commission or any improper influence, incentive, inducement or advantage of any kind (financial or otherwise), directly or indirectly, to or from any public official, government or administrative officer, political party, political or charitable organisation or other contracting party or third person, which would contravene any Anti-Corruption laws or any other applicable laws, rules or regulations applicable to the contracting parties;
 - 17.1.7. is and has not been, and none of its directors, officers, or employees is or has been, the subject of any investigation, inquiry or enforcement proceedings by any authority regarding any offence or alleged offence under any Anti-Corruption laws in any jurisdiction, and no such investigation, inquiry or proceedings have been threatened or

are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings;

- 17.1.8. shall take necessary preventive measures and instruct the third parties, through which the contracting party performs the Agreement, to comply with obligations under section 17. hereof, and implement control mechanisms in order to comply with obligations under section 17. hereof.
- 17.2. Each contracting party undertake that at the date of entering into force of the Agreement, itself, its directors, officers, and employees have not offered, promised, given, or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.
- 17.3. The Seller undertakes not to provide, promise or offer, during the performance of the Agreement and in connection therewith, either directly, indirectly or through an intermediary, to any person, specially not to a public official, any bribe, in order to obtain directly or through the influence of another person, for another person to act or refrain from acting by violating their obligations arising from their employment, occupation, position or function, as well as in connection with the procurement of a matter of general interest; public official under this section means public official in terms of the Slovak Criminal Code (Act No. 300/2005 Coll.).

18. Termination of Contractual Relation

- 18.1. The Agreement can be terminated via form according to the applicable legal regulations (CommC) or via form stipulated in the Agreement.
- 18.2. Provided the Agreement has a character of a framework agreement and provided the said Agreement does not state otherwise, the Purchaser is entitled to terminate the said Agreement by a written notice, without the need to state a ground for such a termination; the notice period is 1 month. The notice period will start on the first day of the calendar month following the month when the notice was delivered to the Seller. Even after the termination of the (framework) Agreement, the provisions thereof shall apply to the Partial agreements concluded on the basis of the said (framework) Agreement prior to its actual termination, and that until the fulfilment of the subject matter of the Partial agreements.
- 18.3. The Agreement (and/or the Partial agreement) can be terminated by the Purchaser by a withdrawal in cases:
 - 18.3.1. envisaged by the CommC, these Conditions and/or Agreement;
 - 18.3.2. if the Seller does not deliver the goods in time;
 - 18.3.3. if the Seller does not deliver the goods duly, whereas the Purchaser is entitled to withdraw from the Agreement subject to conditions according to the Agreement;

- 18.3.4. if the Seller does not provide the Purchaser with the due and timely warranty performance;
- 18.3.5. if the Seller repeatedly delivers defected goods or is repeatedly in delay in delivery of goods;
- 18.3.6. if the goods do not comply with the requirements of Tests;
- 18.3.7. if the Seller fails to fulfil the conditions, fulfilment of which was demonstrated at the time of the conclusion of the Agreement;
- 18.3.8. if the Seller breaches obligations related to the protection of the Confidential information and/or personal data;
- 18.3.9. if the Seller breaches some of its obligations under section 20.8. or section 20.9. hereof;
- 18.3.10. when a decision on a winding-up without a legal successor, or on entry into liquidation has been adopted in relation to the Seller, or if the Seller is indebted or insolvent, or if a bankruptcy proceeding has been initiated against the assets of the Seller or if the application for its restructuring has been filed.
- 18.4. The Agreement (and/or the Partial agreement) can be terminated by the Seller by a withdrawal in cases:
 - 18.4.1. envisaged by these Conditions and/or the Agreement;
 - 18.4.2. if the Purchaser does not pay the purchase price within 30 calendar days following the maturity of the invoice in terms of the Agreement despite a previous written reminder of the Seller;
 - 18.4.3. if the Purchaser breaches obligations related to the protection of the Confidential information and/or personal data;
 - 18.4.4. when a decision on a winding-up without a legal successor, or on entry into liquidation has been adopted in relation to the Purchaser, or if the Purchaser is indebted or insolvent, or if a bankruptcy proceeding has been initiated against the assets of the Purchaser, or if the application for its restructuring has been filed.
- 18.5. The Purchaser reserves the right to request from the Seller to stop the fulfilment of the subject matter under the Agreement or the Partial agreement and withdraw from the said Agreement or the Partial agreement also if the Seller does not breach its duties under such Agreement or the Partial agreement; when applying withdrawal under this section hereof, the Purchaser shall compensate the Seller the reasonable and demonstrably expended costs incurred by the Seller in connection with the fulfilment of the Agreement, or the Partial agreement, until the moment of the withdrawal of the Purchaser from the Agreement, or the Partial agreement, pursuant to this section hereof. In case under this section hereof, the Seller shall within 5 calendar days following the termination of the Agreement, or the Partial agreement, submit to the Purchaser a summary of invoiced items until the termination of the Agreement or the Partial agreement along with their price. The Seller shall allow the Purchaser (in the presence of an expert if the Purchaser decides

to do so) to review the submitted summary of items, whereas the Purchaser is allowed to object to any unjustified items or inadequate prices of items. After the individual items are approved by the contracting parties, the Seller is entitled to issue an invoice with regard to these items and at the same time, to hand-over to the Purchaser all documents related to the subject matter of the Agreement or the Partial agreement existing at the time of the hand-over.

- 18.6. Withdrawal from the Agreement does not affect the obligation to pay a contractual penalty and/or to compensate damages. The legal effects of the withdrawal from the Agreement start by delivery of a written notice on withdrawal to the other contracting party.
- 18.7. Upon the termination of the Agreement by any means, all rights and obligations of the contracting parties under the Agreement shall cease to exist, unless its nature implies that they shall remain effective even after the termination of the Agreement; mainly the claim for the payment of contractual penalties and other contractual or statutory sanctions, compensation for damages, claims from liability for defects, or rights and obligations arising from the warranty, granted licences or sublicenses, as well as rights and duties related to the protection of the Confidential information and/or personal data, shall not cease to exist.

19. Delivery of documents

- 19.1. Withdrawal from the Agreement, termination notice from the Agreement, proposals of amendments to the Agreement, shall be executed in writing and delivered to the other contracting party in person, by courier, or sent by post. Invoices shall be sent by e-mail to the address: finance@gadrilling.com. Withdrawal from the Agreement shall be sent by the contracting parties in form of a registered mail.
- 19.2. All documents are considered delivered, also in case of failure to accept the mail (in case of delivery by post or by a courier, e.g. if the mail is returned back to the Purchaser with a comment "addressee not known", "not accepted within the set time period" or with any other similar comment) sent by post or by a courier to the address of the seat or the place of business of the other contracting party, or to the address listed in the Agreement, or notified to the other contracting party, and that on the tenth day following sending the said mail, or provided the said mail is returned to the Purchaser earlier, on the day of its return.
- 19.3. Other documents and demonstration of will of the contracting parties shall be delivered also via fax machine or via e-mail to the numbers/e-mails agreed in the Agreement or notified to the other contracting party.

20. Final Provisions

- 20.1. All previous agreements, whether oral or written, related to the subject matter under the Agreement shall be fully replaced by the Agreement that represents the full agreement on rights and duties of the contracting parties concerning the subject matter under the Agreement.

- 20.2. If any of the stipulations of the Agreement and/or Conditions becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the other provisions of the Agreement and/or Conditions will be in no way affected. The invalid, ineffective or unenforceable stipulation shall be deemed to be replaced by such a valid, effective and enforceable stipulation, which comes closest to the original economic intention of the replaced stipulation.
- 20.3. Change of the data listed in the Agreement and other data that contracting parties notify to each other in terms of the Agreement, as well as change of the entitled persons and contact data shall be notified by the contracting party to the other contracting party in writing. Change of data in terms of the aforesaid can be carried out on the basis of a written notification of the affected contracting party delivered to the other contracting party without the need to conclude an amendment to the Agreement, whereas the said change shall be effective upon the delivery of a written notification thereof.
- 20.4. If not otherwise stipulated herein, the amendments of and supplements to the Agreement can be made only by a written amendment to the Agreement duly signed by both contracting parties thereto.
- 20.5. Agreement as well as rights and obligations resulting therefrom, including the assessment of its validity, as well as of the consequences of its potential invalidity, will be governed and interpreted based on and in compliance with the substantive (material) law valid in the Slovak Republic, with the exception of the conflict-of-law rules. The contracting parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Legal relations that are not specifically regulated in the Agreement shall be governed by the provisions of the CommC.
- 20.6. The contracting parties have agreed that all disputes resulting from this Agreement, or in relation to it, will be resolved in the arbitration proceedings pursuant to the Procedural Rules of the Arbitration Court of the Slovak Bar Association. The number of arbitrators is 1. The place of the arbitration proceedings is: Bratislava, Slovakia. The arbitration clause is governed by law of the Slovak Republic.
- 20.7. In case the contracting parties agree in the Agreement that the delivery of goods will be regulated by Incoterms® 2020 Rules, in such case, the application of the selected Incoterms rule shall prevail over the application of the terms regulating the same aspects in these Conditions.
- 20.8. The Seller is not entitled to assign or transfer any rights or duties from the Agreement to the third party without the previous written consent of the Purchaser.
- 20.9. The Seller can assign its receivables against the Purchaser to the other party only with a previous written approval of the Purchaser. The Seller can agree with other person to assume its debt towards the Purchaser only with the previous written approval of the Purchaser.
- 20.10. The Purchaser is entitled to unilaterally set-off any of its receivables towards the Seller, also receivable that is not yet due, against the receivable the Seller has towards the

Purchaser. The Seller is not entitled to unilaterally set-off its receivables without the previous written consent of the Purchaser.

- 20.11. If the Agreement is executed in the Slovak language and other foreign language version, in case of discrepancy between the language versions, the Slovak language version shall prevail.
- 20.12. In case of discrepancy between the Slovak language version of these Conditions and their foreign language version, the Slovak language version shall prevail.
- 20.13. Annexes to the Agreement form an integral part thereof.

Version valid from 2025