

GENERAL TERMS AND CONDITIONS OF SERVICE RUDOS RUŽOMBEROK, s.r.o.

1. Introductory Provisions

- 1.1. General Terms and Conditions of Service Contract RUDOS RUŽOMBEROK, s.r.o. (hereinafter also referred to as the "GTCS") defines the basic conditions of a service contract. These conditions shall apply to all service contracts of RUDOS RUŽOMBEROK, s.r.o.
- 1.2. Some provisions of the GTCS may be regulated differently in a specific service contract, while then the provisions of a specific service contract shall take precedence over the provisions of the GTCS.
- 1.3. The subject of the service contract is the provision of service by the Supplier.
- 1.4. The Supplier specified in the service contract is always RUDOS RUŽOMBEROK, s.r.o. (hereinafter also referred to as the "Supplier").
- 1.5. Services provided by RUDOS RUŽOMBEROK, s.r.o. include:
 - a) supply of spare parts
 - b) repair of parts, repair of machinery and equipment
 - c) overhauls
 - d) inspection of machinery and equipment
 - e) maintenance of machinery and equipment
 - f) assembly of machinery and equipment
- 1.6. A repair is considered an activity which primarily eliminates defects. A change in the properties or a change in the surface is not considered a repair.
- 1.7. If the service is not specified by the Client, the services related to the renewal of the machine or equipment operation will be considered as services to the extent determined by the Supplier.

2. Establishment of contractual relationship

- 2.1. The contractual relationship between the Supplier and the Client, the subject of which are services, is valid on the basis of:
 - a) signed service contract, effective from the date of its signing by the other party, or
 - b) written confirmation of the Client 's order by the Supplier, or
 - c) legitimate application of the warranty to the product or goods supplied by another supplier with whom the Supplier has a service representation contract concluded, or
 - d) otherwise, only if this is defined in the framework service contract
- 2.2. Oral agreements between the Supplier's and the Client's employees, during the performance of the service, and having an obvious connection with the performed service, which differ from the content of the service contract or are not contained in it, require the written consent of the Supplier in order to be effective. The written consent of the Supplier must include the valuation or the method of valuation of this oral agreement, or change of the date of completion of the service. The written consent of the Supplier must be confirmed in writing by an authorized employee of the Client.
- 2.3. The Supplier's offers are always considered a preliminary proposal, and are therefore non-binding for the Supplier.

3. Price arrangements

- 3.1. Prices are determined according to the price list of services, valid on the date of concluding the contractual relationship. This price list forms an integral part of the contractual relationship between the Supplier and the Client.
- 3.2. The prices of spare parts delivered during services will be determined on the basis of the current price list of the Supplier valid on the date of concluding the contractual relationship.
- 3.3. Price arrangements for services not included in the price list according to point 3.1., or additional services (e.g. special transport, use of a crane,...) will be agreed between the Supplier and the Client.
- 3.4. The price of the service delivery may be increased at the proposal of the Supplier in relation to the increase of services. The proposal for price and service increase must be approved by the Client.
- 3.5. Prices do not include packaging, shipping, insurance and value added tax.

4. Date and place of delivery of services

- 4.1. The date and place of delivery of the service is always determined in the contractual relationship between the Supplier and the Client.
- 4.2. For services performed outside the Supplier's premises, the delivery date is considered to be the date on the service sheet.
- 4.3. The Supplier shall always be entitled to shorten the delivery date of the service.
- 4.4. The Supplier is entitled to extend the delivery date of the service even without prior notice to the Client in the following cases:
 - a) the Client is in delay in paying the advance invoice for the service according to point 5.2 of the GTCS, or

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- b) the Client is in delay in handing over the subject of the service, or
 - c) the client is in delay in providing the association according to point 12. of the GTCS.
- Such an extension of the service delivery date is not considered a breach of contract.

4.5. In the above cases, the Supplier may extend the delivery date by up to a number of days between the day determined according to the contractual relationship and the day of their actual performance.

5. Invoicing

- 5.1. Invoicing will be performed in accordance with applicable laws.
- 5.2. The Supplier reserves the right to issue an advance invoice. Payment of the advance invoice is a condition of the service delivery. The advance invoice will be deducted from the total price on the final invoice – tax document.

6. Payment terms and form of payment

- 6.1. The Client undertakes to pay the price for the subject of the contract on the basis of invoices issued by the contractor.
- 6.2. The maturity of advance invoices is 5 business days from the date of issue, unless a specific service contract provides otherwise.
- 6.3. The maturity of invoices, tax documents, is 14 business days from the date of issue, unless a specific service contract provides otherwise.
- 6.4. Forms and date of payment:
 - a) payment in cash - the date of payment is considered the date of receipt of cash by the Supplier and the issuance of the cash receipt of the Supplier
 - b) payment by bank transfer - the date of payment is considered the date of crediting the amount of money to the Supplier's account
- 6.5. The Client is not entitled to unilaterally set off any of its receivables against the receivables of the Supplier. Such offsetting may only be performed in the form of an agreement between the Supplier and the Client.
- 6.6. The Supplier is entitled to assign the due receivable to the Client, or otherwise appraise it.
- 6.7. A claim for a defect in the Supplier's performance does not have a suspensive effect on the payment of invoice issued for the claimed goods or service.
- 6.8. If the Client is in delay with the payment of the advance invoice or invoice, the Client is obliged to pay the Supplier a contractual penalty of 0.05 % of the amount due with VAT for each day of delay.

7. Acquisition of ownership

- 7.1. The delivered spare parts remain the property of the Supplier until the tax document containing the parts in question is fully paid.
- 7.2. The Supplier is entitled to exercise the right to release spare parts in his possession if any circumstances threatening the Supplier's receivable are known. The Client hereby declares that he agrees that the persons authorized by the Supplier to take over and remove the goods may access the disassembly and loading of the parts in question.

8. Risk of Damage

- 8.1. The risk of damage to the subject of the service contract (hereinafter also referred to as the "service contract subject") shall not pass to the Supplier.
- 8.2. If the place of performance of the service is the Supplier's establishment, the risk of damage to the delivered spare parts passes to the Client at the moment of accepting the service.
- 8.3. If the place of performance of the service is the Client's establishment or workplace, the risk of damage to the delivered spare parts passes to the Client at the moment of installing them on the service contract subject.
- 8.4. The Client's signature with the date on the service sheet is considered the moment of accepting the service. If the client refuses to sign the service sheet even though it indicates correct and complete documents, this service sheet is considered confirmed at the moment of the Client's refusal to sign it.
- 8.5. If the Supplier has sent the service subject to the Client under the service contract, the risk of damage to the delivered spare parts passes to the Client by handing over the service subject to the first carrier for transport to the destination. If the service subject is sent in a different time than specified in the contractual relationship, the Supplier is obliged to notify the Client of this fact in a timely manner.
- 8.6. In the event that the client has not physically taken over the service subject within the period specified in the contractual relationship, the risk of damage to the delivered spare parts passes to the Client the day after this period.

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9. Warranty and Liability

- 9.1. The warranty period for service works is 6 months, unless otherwise specified in the specific service contract.
- 9.2. The warranty period for parts delivered under the service contract is 6 months, unless otherwise specified in the specific service contract.
- 9.3. The rights from liability for damages must be exercised by the Supplier during the warranty period, otherwise they expire.
- 9.4. The Client is obliged to notify the Supplier of any defect in writing (hereinafter also referred to as the "Complaint"), without undue delay, immediately after identifying the defect, in case of obvious defects, without undue delay (within three days at the latest) after accepting the service, by fax, e-mail to reklamacie@rudos.sk, post or in person at Štiavnička 190, 034 01 Ružomberok. The Complaint must indicate the identification data of the Client, the relevant invoice number issued for the services, identification data of the defective goods, a description of the defect and the manner in which the defect manifests itself, including accurate and complete photo documentation of the defect. The Supplier is entitled to return the Complaint to the Client for completion, if any of the agreed data is missing in the Complaint.
- 9.5. The Parties are obliged to agree in writing on the manner and deadline for elimination of the defect without undue delay after written notice of the defect by the Client and inspection of the goods by the Supplier, and the Client agrees that if no written agreement is reached on the manner and deadline for elimination of the defect, the Supplier shall be obliged to determine it.
- 9.6. The Supplier shall not be liable if the defects are caused by:
 - a) external events, after the transfer of the risk of damage to the Client, and they are not caused by the Supplier, or the installation, operation and maintenance of the service contract subject contrary to the technical conditions provided by the Supplier of the goods or
 - b) unauthorized interference by personnel other than those of the Supplier or personnel authorized by the Supplier, or
 - c) operating the service contract subject in an environment contrary to the technical conditions of the Supplier of the goods or demonstrably before the date of service
- 9.7. During the warranty period, it is not possible to complain about defects which must have been obvious to the Client already upon acceptance of the service and of which the Client does not notify the Supplier without undue delay in accordance with point 6.3 of these GTCS.
- 9.8. A claim for a defect in the Supplier's performance does not have a suspensive effect on the payment of invoice issued for the claimed goods or service.
- 9.9. In the event of an unjustified complaint, the Supplier is entitled to compensation of costs from the Client incurred in connection with the assessment of the alleged defect.
- 9.10. In the case of damage compensation, the Supplier's liability to the Client is limited to the amount of the price paid by the Client to the Supplier under the contract.
- 9.11. In the case of outstanding financial obligations of the Client to the Supplier, the Supplier is not obliged to eliminate the defect within the warranty period, and this failure to eliminate the defect is not considered a breach of the Supplier's obligations. The Client is not entitled to claim any sanctions for failure to eliminate the claimed defect.

10. Special Provisions

- 10.1. The Client leaves at the discretion of the Supplier to determine the number of persons (service technicians or electrical engineers) needed for the service.
- 10.2. In the event that the service subject is not accepted by the Client within the contractual term, the Supplier is entitled to claim a storage fee from the Client from the 31st day after this term, which the Client undertakes to pay to the Supplier. The storage fee is charged at EUR 5.00 per day.
- 10.3. In the event that the service subject is not accepted even within 6 months after the contractual term, the Client authorizes the Supplier to sell the service subject. From the proceeds of the sale, the Supplier will pay its receivables to the Client as a matter of priority.

11. Cancellation Policy

- 11.1. The Client can cancel the order, but he is obliged to pay a cancellation fee depending on the status of the ordered spare part needed to perform the service, as follows:
 - a) 15% of the price of the spare part – after written confirmation of the order by the Supplier before the start of production of the spare part
 - b) 30 % of the price of the spare part – after written confirmation of the order by the Supplier after the start of production of the spare part
 - c) 50% of the price of the spare part – in case of cancellation of the spare part already produced.

12. Force Majeure

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- 12.1. In the event of force majeure, the delivery date of the service shall be extended by the period during which the effects of force majeure last.
- 12.2. The Supplier is obliged to inform the Client in writing without undue delay of a force majeure event.
- 12.3. Force majeure events include in particular
- 12.4. lack of raw materials, lack of energy, natural disasters, wars, war operations of various kinds, riots, civil unrest, sabotage, revolutions, piracy, explosions, fires, floods, general strikes, strikes, lockouts, official interventions of a legal or illegal nature or other circumstances occurring independently of the will of the Supplier and the Client, which could not have been prevented, or which could not have been averted or overcome.
- 12.5. If the effects of force majeure last longer than 3 months, either Party is entitled to withdraw from the contractual relationship.

13. Cooperation of the Client

- 13.1. The client is obliged to ensure the following, by the date of effectiveness of the contractual relationship at his workplace and at his own expense:
- Demonstrable training of the Supplier's employees on occupational safety and health at the given workplace.
 - Documents authorizing the entry and movement of the Supplier's employees at the Client's workplace.
 - The access of the Supplier's employees to the machine or equipment in question, or the necessary mechanization access.
 - Temporary provision of the workplace in question to the Supplier's employees, being cleaned properly.
 - Measures preventing the uncontrolled commissioning of the service contract subject for the period from the start to the protocol handover of the service.
 - Suitable working environment for the Supplier's employees, in particular:
 - In certain cases, the Supplier's workplace temperature must not fall below 15 degrees Celsius. The decision on whether this point needs to be complied with depends on the Supplier.
 - Supplier's access to the Client's bathroom.
 - In the case of service for more than 1 day, also lockable areas for tools and personal belongings of the Supplier's employees.
 - Assistance of the Client's own staff, specified by the Supplier, in order to overcome unforeseen circumstances, at the Client's expense.
- 13.2. In the event of failure to meet the conditions under point 12.1., the Supplier has the right to withdraw from the contract or refuse its performance until the Client provides him with cooperation in accordance with point 12.1. The Supplier may extend the period of completion of the subject of performance according to the service relationship by the period of downtime.

14. Final Provisions

- 14.1. A material breach of the contract shall also be the delay of the Client in paying the due receivable to the Supplier by any legal title by more than 15 (in words fifteen) calendar days. In such a case, the Supplier is entitled to withdraw from the contract concluded with the Client.
- 14.2. By withdrawal from the Contract, the Contract terminates at the moment when the expression of the will of the entitled Party is delivered to the other Party. Following this, the effects of withdrawal may not be revoked or changed without the written consent of the other Party.
- 14.3. The legal relations arising from the concluded contractual relations for services are subject to the relevant Slovak legal regulations, in particular the relevant provisions of the Commercial Code.
- 14.4. All disputes shall preferentially be settled by mutual agreement between the Parties.
- 14.5. If no agreement is reached under point 13.2, court proceedings will be initiated at competent Slovak court according to the civil dispute rules, unless an agreement on arbitration is concluded.
- 14.6. If any provision of these GTCS (or part thereof) is found to be invalid or ineffective, such invalidity or ineffectiveness shall not result in the invalidity or ineffectiveness of the other provisions of these GTCS (or the remaining part of the provision in question) or the contract itself. In such a case, the Supplier and the Client undertake to replace such a provision (part thereof) without undue delay with a new one so as to preserve the purpose pursued by the conclusion of the contract and the provision in question.
- 14.7. Statutory representatives or agents are authorized to act on behalf of the Supplier and the Client on the basis of a written power of attorney.
- 14.8. The Supplier reserves the right to amend these GTCS at any time.