

General Purchase Terms and Conditions of RUDOS RUŽOMBEROK s. r. o.

1. Introduction

- 1.1. These General Purchase Terms and Conditions shall be valid in the sense of § 273 of the Law No. 513/1991 Coll., the Commercial Code, for all orders, also marked as agreements, regardless whether they are issued in relation to a concluded agreement or without such an agreement (deliveries of goods, any other deliveries also as provision of fulfilment and/or services to the company RUDOS RUŽOMBEROK s. r. o. (**hereinafter only as RUDOS**) by Suppliers. For the purposes of these General Purchase Terms and Conditions the Supplier shall be any other contracting party in a contractual relationship with RUDOS. These General Purchase Terms and Conditions shall become binding for both parties upon the moment of confirmation of an order by the Supplier. Upon confirmation of an order, the Supplier declares its unconditional consent to their content and accepts them. No other delivery or other business terms of the Supplier shall be considered; this does not apply in cases where RUDOS has expressly accepted them in writing.
- 1.2. These General Purchase Terms and Conditions, which are an integral part of an order from RUDOS are binding as of 1.9.2022. RUDOS is entitled to unilaterally change and/or supplement these General Purchase Terms and Conditions or entirely replace their actual wording by new wording and the Supplier expressly agrees therewith.
- 1.3. In the case that one or more provisions of these General Purchase Terms and Conditions are found to be invalid or contrary to the generally binding legal rules, other provisions of the General Purchase Terms and Conditions shall remain unaffected and still valid. RUDOS and the Supplier agree that such invalid provisions shall be replaced by new provisions so they most approximate the sense and the purpose of the original provisions.
- 1.4. RUDOS and the Supplier may regulate, in orders, contracts or other agreements (hereinafter only as the **Documents**) the validly concluded between them in writing, rights and obligations differently from these General Purchase Terms and Conditions. In the case of differences between such concluded Documents, the regulation of the most recently concluded Document shall apply.

2. Placement of an Order

- 2.1. These General Purchase Terms and Conditions become part of the agreement between RUDOS and the Supplier upon the moment of acceptance of an order by the Supplier and they are binding for the Supplier. A written order signed by the persons entitled to act within the sense of the internal rules of RUDOS is to be considered binding. Any changes of the order are valid upon the moment when they were confirmed by such persons in writing.
- 2.2. Any fulfilment, whether entire or partial, on the basis of the order through any third parties shall be subject to the prior express consent of RUDOS.

3. Creation of the Obligation Relationship

- 3.1. The Supplier is obliged to confirm an order from RUDOS within 48 hours as of its acceptance. Acceptance of the order shall mean the moment of delivery of a document via post or courier or the moment of delivery of an e-mail message or fax message.
- 3.2. In the confirmation of the order, the delivery sheet and the invoice, the Supplier shall mention the number of the item, number of the material, weight (net), statistical number of the goods (number of the customs tariff), country of origin, and preferential country of origin as documented in the order, (within the framework of the European Union: Declaration of the Supplier 1207/2001; outside the European Union: EUR1 or the Declaration on the origin). When the goods are not subject to export control, or if there is no preferential country of origin, the Supplier shall inform the company RUDOS in writing in advance. In the case of non-inclusion of this data, RUDOS reserves the right not to acknowledge the invoice, it is entitled to return it and it is not obliged to pay the price for the delivered goods or the provided service, up to the moment of the due delivery of the mentioned documents or upon the moment of removal of defects in the documents.
- 3.3. If the confirmation of the order by the Supplier differs from the order from RUDOS, the Supplier is obliged to notify RUDOS of these differences in writing in advance. RUDOS is bound by these differences only in the case where it agrees with such differences in writing. Takeover of the goods/service shall not be considered to be approval of any differences.

3.4. Any general business terms and conditions of the Supplier shall only apply if they were expressly confirmed by RUDOS in writing. A reference or a link in an order from RUDOS to any documents which are the part of the offer of the Supplier shall neither mean acceptance of the general business terms and conditions of the Supplier nor its other terms and conditions included in the offer or in other documents of the Supplier or its Suppliers and clients.

4. Delivery Terms and Sanctions

4.1. Supplier is obliged to ensure that:

a) the delivery shall be equipped with a delivery note that states:

- number of the delivery note, customer's order number, number of customer order (if it is indicated on the order)
- item name and number in RUDOS label format
- delivered quantity and unit of measure
- information about returnable packaging
- designation and number of accompanying documents
- customs classification and weight of the item for the need of INTRASTAT

b) each part of the delivery shall contain on the packaging:

- item name and number in RUDOS label format
- customer's order number
- delivered quantity of the item and unit of measure
- identification data of the returnable packaging if the goods are delivered in a returnable packaging
- instructions for storage and handling in case the goods require special access

c) the goods shall be delivered together with the required accompanying documentation (attestations, certificates, safety data sheets and other accompanying documents required by law) or shall be sent on the day the order is sent to the email address nakupreferent@rudos.sk

4.2. Proper delivery is considered to be complete delivery of the item of delivery to the destination according to the order together with all required accompanying documentation.

4.3. Delivery of the goods/service shall be considered to be timely delivered if it is delivered duly and timely within the agreed time of fulfilment and the place determined in the order from RUDOS (hereinafter only as the **Place of Delivery**). In the case of delivery of any goods which are accompanied by production or assembly, as well as in the case of provision of performance and services, the time of delivery shall be the moment of takeover on the part of RUDOS in the form of signing of an acceptance protocol by an entitled person.

4.4. In the case of delivery of the subject of the order without/with incomplete accompanying documentation, RUDOS reserves the right to pay the invoice due only from the date of delivery of the complete accompanying documentation.

4.5. In the case of an anticipated delay in the delivery of goods/services, the supplier is obliged to immediately notify RUDOS in writing form and request a written statement from RUDOS as to whether they continue to insist on fulfillment of the delivery.

4.6. In the case of delay of the Supplier with delivery of goods/service, regardless of the guilt of the Supplier or the circumstance whether damage occurred to RUDOS, the Supplier shall be obliged to pay the contractual penalty to RUDOS in the amount of 0.5 % of the price for the delivery included in the order without VAT for each commenced day of delay up to the moment of due delivery. Payment of the contractual penalty shall not affect the claim of RUDOS for reimbursement of the damage caused by breach of this obligation. In the case of delay of the Supplier with delivery of goods/service longer than 10 days, RUDOS is entitled to withdraw from the agreement.

4.7. RUDOS is not obliged to take over any fulfilment before the agreed time of fulfilment. In the case of fulfilment before the agreed time of fulfilment, RUDOS reserves the right to charge the costs of the Supplier, which were incurred in relation to the earlier fulfilment (e. g. costs of storing etc.), as well as to make the payment for the fulfilment, as if the fulfilment had been made within the agreed time.

4.8. The supplier is entitled to make the delivery before the agreed time only with the written consent of the customer. Without written consent, RUDOS is not obliged to take over the delivery before agreed time. In such case, RUDOS reserves the right to charge the supplier for costs incurred in connection with an early delivery (e.g. storage fees, etc.), as well as to make payment for the delivery as if the goods had been delivered on the agreed date.

4.9 Partial fulfilment, as well as fulfilment in a greater or lesser extent are only possible on the basis of express written consent of the company RUDOS.

5. Transfer of the Risk of Damage to Goods

5.1. In the case of fulfilment with production or assembly and in the case of provision of services, the risk of damage to goods shall be transferred to RUDOS after completion of the trial operation upon the moment of takeover; in the case of deliveries without production or assembly, upon the moment of takeover at the place of destination. Signing of a delivery sheet or an acceptance protocol shall be considered to be

takeover of the goods/service by RUDOS.

- 5.2. The Supplier shall be obliged to comply with the requirements of RUDOS relating to the manner of transport; in the case that RUDOS requires no specific manner of transport, the Supplier is obliged to ensure transport in order that the lowest possible costs are incurred and no damage or other devaluation of the goods occur. If the Supplier does not comply with such an obligation, it is obliged to bear all the costs which are incurred thereby to the company RUDOS. Any increased costs which are incurred in relation to acceleration of the transport for the purpose of compliance with the agreed delivery term shall be borne by the Supplier. In the case of non-compliance with all agreed details of the delivery or transport (e. g. missing transport documents, order details, incomplete accompanying and technical documentation, etc.), RUDOS is entitled to refuse takeover of the goods at the costs and risk of the Supplier.
- 5.3. The Supplier is obliged to attach delivery sheets to all deliveries with exact specification of the content of the delivery, complete description of the delivery, documents which are delivered with the delivery of the goods, as well as all necessary details in the sense of the respective legal rules. RUDOS is entitled to refuse the delivery if the delivery sheet is not attached thereto or the delivery sheet does not include the details according to the previous sentence.
- 5.4. The price for the goods is determined including packaging. The Supplier is obliged to pack the delivered goods in the usual way, in order that its transport is ensured without damage. All damage which occurs as a result of the packaging not corresponding to the nature of the delivery shall be borne by the Supplier. In the case of delivery of any dangerous goods, the Supplier is obliged to comply with the respective legal rules, particularly to ensure notification on execution and marking of the packaging and transport means.

6. Cancellation of an Order

- 6.1. Unless an agreement or these General Purchase Terms and Conditions determine otherwise, RUDOS is entitled to withdraw from the agreement in compliance with the legal rules of the Slovak Republic and further also before the due delivery of the subject of the fulfilment without specification of the reason, provided that in such a case RUDOS is obliged to pay to the Supplier the costs purposefully paid in relation to fulfilment of the agreement, and up to the amount of the price for the subject of the fulfilment specified in the cancelled agreement, but not any lost profit. The Supplier is obliged to send RUDOS written calculation of the costs according to the first sentence of this provision, together with documents proving occurrence of such cost within 14 days from when the notification on withdrawal from the agreement was delivered to the Supplier, otherwise this claim of the Supplier according to this provision shall expire. If RUDOS withdraws from any agreement due to a reason on the part of the Supplier and if the delivered subject of the fulfilment loses its economic importance for RUDOS due to this reason (e. g. due to the necessity to comply with unification - unity of the final products of RUDOS in respect to its final customer), RUDOS is entitled to withdraw, without specification of the reason, even from all other agreements (in the entire extent or only in part), on the basis of which deliveries of the same subject of fulfilment occurred or should occur. In such a case, RUDOS is not obliged to pay any costs to the Supplier.
- 6.2. In the case of withdrawal or any other termination of the agreement, the following shall not be terminated:
- a) occurred claims resulting from liability for defects of the subject of the fulfilment;
 - b) covenants on guarantee and liability for damage;
 - c) covenants on the obligation of secrecy, confidentiality and know-how protection;
 - d) claim for damages.
- 6.3. Unless the agreement determines otherwise, the delivered subject of the fulfilment to which ownership passed or was transferred before withdrawal from the purchase agreement:
- a) remains in the ownership of RUDOS after withdrawal from the agreement. In this case the Supplier is entitled to the replacement monetary fulfilment up to the amount in which the Supplier had benefit from the mentioned used fulfilment. If the purchase price for this delivered subject of fulfilment was already paid, the Supplier is obliged to return RUDOS the difference between the price for the subject of the fulfilment and the claim to replacement monetary fulfilment according to the previous sentence. If the purchase price for this delivered subject of the fulfilment was not paid before withdrawal from the agreement, RUDOS is obliged to provide the Supplier with replacement monetary fulfilment decreased by the eventual claims of RUDOS for a contractual penalty, damages etc.; or
 - b) after withdrawal from the agreement, RUDOS may return the subject of the fulfilment to the Supplier. The Supplier is also obliged to return to RUDOS the already paid price for the subject of the fulfilment or its part.
- 6.4. In the case of withdrawal from the agreement, RUDOS and the Supplier are obliged to settle mutual claims between themselves in the manner and terms determined by RUDOS. RUDOS shall notify the Supplier, within 30 days as of the day of effectiveness of the withdrawal from the agreement, in writing, how the mutual relationships will be settled. In the written notification on settlement, RUDOS:

a) shall specify mutual claims occurred between RUDOS and the Supplier upon withdrawal from the agreement and/or enduring mutual claims occurred according to the agreement, particularly claims for return of the subject of the fulfilment, claims for return of other fulfilment provided according to the agreement, claims for replacement monetary fulfilment, claims for payment of contractual penalties, claims for damages, claims occurred from liability for defects of the subject of the fulfilment, etc.

b) shall determine terms for fulfilment of mutual obligations of RUDOS and the Supplier from the mutual settlement.

The method of settlement and the terms determined by RUDOS shall be binding for the Supplier. The costs incurred in relation to withdrawal from the agreement and eventual return of the provided fulfilment shall be borne by the Supplier.

7. Invoicing and Payment Terms and Conditions

7.1. The Supplier is obliged, without any delay after delivery of the goods/service, or after completion of provision of the fulfilment, to execute the tax document - the invoice with specification of all the details in the sense of the order from RUDOS (particularly number of the order, number of the agreement, codes of the goods/services, contact persons, etc.), as well as in the sense of the respective legal rules (particularly Law No. 222/2004 Coll., on Value Added Tax, as amended) and to deliver it without any delay to the address RUDOS RUŽOMBEROK s. r. o., Štiavnička 190, 034 01 Ružomberok.

7.2. The Supplier is obliged to attach to the invoice the original of the document (takeover protocol, acceptance protocol, delivery sheet, etc.) proving takeover of the provided invoiced fulfilment by RUDOS.

7.3. RUDOS reserves the right to return an invoice to the Supplier which is not executed in compliance with point 7.1 of these General Purchase Terms and Conditions of the company RUDOS or it does not include the document according to point 7.2 of these General Purchase Terms and Conditions of the company RUDOS and it is not obliged to pay it. Upon the day of delivery of the repaired/added/new invoice with all the required details to the company RUDOS, a new maturity period in the sense of the agreed payment terms commences to run.

7.4. The Supplier is not entitled to assign its receivables from the contractual or non-contractual relationship to RUDOS, without prior written consent of RUDOS, to any third parties, to pledge them or to use them in any other way as the subject of a legal act.

7.5. The maturity period of the invoice of the Supplier (unless agreed otherwise) is 60 days and it commences to run after delivery of a duly executed invoice in compliance with point 7.1 and 7.2 of these General Purchase Terms and Conditions of the company RUDOS. In the case that the Supplier is obliged to deliver, together with the fulfilment, also the required certification tests of materials, protocols on performed tests, documents proving quality or other documents, the fulfilment of the Supplier shall be considered to be realized just after the moment of delivery of such documents. The Supplier is entitled to execute the invoice exclusively after provision of the fulfilment. Issue of an advance payment invoice is conditioned upon the prior written consent of RUDOS.

7.6. Payment of an invoice by the company RUDOS shall neither result in acknowledgement that the delivery or fulfilment of the Supplier were executed duly and timely nor withdrawal of rights, which are possessed by RUDOS. The invoice of the Supplier shall be considered to be paid upon the moment of deduction of the financial means from the account of the company RUDOS.

7.7. If a tax office imposes the obligation to pay the VAT not paid by the Supplier, to the company RUDOS as the guarantor in the sense of § 69b of the Law on VAT, RUDOS shall notify such a fact to the Supplier. The Supplier is obliged, without delay, within 3 days at the latest, as of the day of delivery of the notification of RUDOS according to the previous sentence, to provide the company RUDOS with all the information and the documents, on the basis of which protests against the obligation of the company RUDOS, as the guarantor to pay the tax unpaid by the Supplier to the tax office, can be made.

7.8. If the tax office imposes the obligation to the company RUDOS, as the guarantor in the sense of § 69b of the Law on VAT, the obligation to pay the tax unpaid by the Supplier, RUDOS is entitled to use the unpaid sum from the price for the fulfilment to payment of such an unpaid tax. RUDOS as the guarantor in the sense of § 69b of the Law on VAT is also entitled to use any unpaid price for the fulfilment, including other unpaid receivables from other contractual relationships between RUDOS and the Supplier, for payment of the tax unpaid by the Supplier on the basis of the decision of the tax office.

8. Takeover, Defects of the Goods and Fulfilment, Claims from Defects

8.1. Takeover of the goods, as well as verification of completeness of the delivery and eventual visible defects, shall be realized by RUDOS within a reasonable period after delivery of the goods. If it is found, during a random check, that the features of the delivered goods do not correspond to the rules of RUDOS, the generally binding legal rules of the Slovak Republic and the European Union or they do not achieve the features required in the common business contact, the company RUDOS shall be entitled to return the delivered goods to the Supplier at its cost and risk. RUDOS shall notify the found defects to the Supplier without delay in writing (e-mail, post, fax) - hereinafter only as the "complaint". The Supplier is obliged to make its statement to the made complaint in writing within the period of 3 working days as of delivery of

the complaint. If the complaint is acknowledged to be entitled, the Supplier is obliged to resolve the acknowledged complaint within a period reasonable to the nature of the defect and the chosen claim of RUDOS, not later than within 30 days from the delivery of the complaint whereas the day when the acknowledgement of the complaint was delivered to RUDOS shall be considered to be the day of acknowledgement of the complaint. In the case that the Supplier does not make its statement within 3 working days as of delivery of the complaint to making of the complaint, RUDOS shall consider the complaint to be acknowledged and the period for its resolution shall commence to run.

- 8.2. The Supplier shall be responsible that the produced goods are made of the best and new material which corresponds to the purpose, in professional and technically capable execution, where no comments can be made against it. The Supplier provides guarantees for the delivered goods and the provided performance in the duration of at least 24 months, unless agreed otherwise (e. g. in the price offer or the purchase agreement), as of the day of qualified delivery of the fulfilment within the framework of the final delivery on the part of RUDOS to the final client, but no more than 36 months as of the day of delivery and takeover on the part of RUDOS (signature of the takeover protocol, or other written documented takeover of the fulfilment). Qualified delivery within the framework of the final delivery for the final client shall mean the moment when the guarantee period provided on the part of RUDOS to the final delivery for the final client commences to run. The guarantee period commences for deliveries to which production or assembly relate, and for services (performance) upon the moment of takeover by RUDOS on the basis of the acceptance protocol.
- 8.3. The guarantee period does not run during the time when RUDOS or the final client of the final delivery, within the framework of which the fulfilment was used, cannot entirely or partially use the delivered fulfilment due to defects for which the Supplier is responsible. The guarantee period for the replaced parts of the fulfilment commences to run as of the beginning, i.e. as of the date of their delivery to RUDOS or to the final client of RUDOS after exchange.
- 8.4. A defect of the fulfilment shall mean any defect, error, defective condition, failure, insufficiency, fault or any other problem related to the fulfilment or its part, which prevents due and/or faultless use (including legal defects) and/or incurring its entire or partial non-functionality and/or causing entire or partial limitations of its use and/or fulfilment, when their manner, extent, quality and other features are not in compliance with these General Purchase Terms and Conditions or the generally binding legal rules of the Slovak Republic and the European Union.
- 8.5. The Supplier shall be obliged to remove, during the term of the guarantee, the defects of the fulfilment at its own costs in the terms required on the part of RUDOS. According to the choice of RUDOS, the defects shall be removed by repair or exchange of defective parts or by discount from the price for the fulfilment.
- 8.6. If the company RUDOS requested removal of defects by repair and the Supplier does not remove the defects in the required way and/or within the required time or if it does not remove them at all, RUDOS is entitled to require a discount from the price for the fulfilment or to remove defects itself or to have them removed by a third party at the costs of the Supplier without prior notification or to withdraw from the agreement, even without a waiver of its rights resulting from the guarantee. If any costs relating to any penalization from the final customer incur to RUDOS, due to late removal of a defect or incomplete removal of a defect, RUDOS is entitled to transfer such costs to the Supplier in their full extent. RUDOS may realize reimbursement of costs as follows:
 - offsetting of the price of the fulfilment, if it was not yet paid on the part of RUDOS in full extent, or
 - by execution of an invoice for the paid costs to the Supplier, provided that the invoice is due directly after delivery.
- 8.7. RUDOS is also entitled to claim reimbursement of incurred damage. The Supplier is obliged to reimburse to RUDOS the costs related to founding of defects in the case where they were revealed during such founding. RUDOS is also entitled to receive reimbursement of transport and other costs related to the transport of the defective goods to the Supplier and their delivery.
- 8.8. The Supplier shall be obliged to deliver to RUDOS exclusively the goods, as of which any claims of any third parties resulting from any patent right, copyright, right to trademarks and designs (hereinafter only as the "Authors' Works") fully settled and/or timely unlimited, non-exclusive consent to any and all use of the Authors' Work as a whole or of its particular parts is ensured from any third parties in an unlimited extent and manner which results from the purpose to which the Authors' Work is determined, including the possibility of its broadcasting, copying, translating, adapting, modifying, adjusting, distribution, publication or transmission (licence). RUDOS reserves the right to transfer provable costs relating to legal proceedings in the case of non-compliance with these conditions to the Supplier.
- 8.9. The Supplier shall be obliged, for the period of 10 years after the last delivery of the goods on the basis of a request from RUDOS, designate each manufacturer, importer or previous Supplier, as well as provide useful proof, particularly production documents and documents, of which production and supply terms and conditions and/or time of production and delivery result.

8.10. The goods delivered by the Supplier shall be accompanied by the prescribed safety means and comply with the applicable safety regulation. The Supplier is obliged to comply with the relevant legal

rules of Slovak law, the European Union and the European Communities. The Supplier is responsible for ensuring that the delivered goods will include labelling according to the regulations of the European Union, the European Communities and Slovak law. Upon delivery, the Supplier agrees to present a declaration on conformity with the description, as well as instructions for installation and rules for assembly in the Slovak language.

9. Transfer of Ownership

9.1. Ownership to the subject of the fulfilment shall pass to RUDOS upon takeover of the subject of the fulfilment or payment of the price for the subject of the fulfilment, whichever of these circumstances occurs first, respectively to particular parts of the subject of the fulfilment, upon takeover of the particular parts of the subject of the fulfilment or upon payment of the particular monetary payments for the subject of the fulfilment, whichever of these circumstances occurs first.

10. Occupational Safety and Protection of Health

10.1. The Supplier shall be obliged to provide the fulfilment specified in the order and/or the agreement to the Client at its own responsibility and risk with the professional care and to comply with all the obligations resulting from generally binding rules of the Slovak Republic and the European Union, the internal regulations of the Client and the instructions of the Client, always in the relevant wording, which relates to the fulfilment provided by the Supplier (hereinafter only as the “**Rules**”), including, but not limited to occupational safety and protection of health at work. The Supplier shall be responsible for protection of the health and safety of all persons through whom it provides the fulfilment according to the order and those persons who are at the workplace of the Customer (hereinafter only as the “**Persons**”). The Supplier shall particularly be obliged to provide the Persons with all the necessary information and instructions to ensure their protection of safety and health at work, including those that apply to the workplaces and the premises of the Client and it is responsible in full that all the Persons act in compliance.

10.2. The Supplier is responsible for any all harm suffered by the company RUDOS as a result of a breach of obligations of the Supplier in the sense of this provision (including any harm incurred to any third parties and any harm in the form of sanctions imposed on the company RUDOS by public authorities as a result of a breach of obligations of the Supplier and the costs associated therewith).

10.3 A breach of the obligations included in this article to the Supplier is considered to be a material breach of the contractual terms and conditions and it establishes the right of RUDOS to immediate withdrawal from the agreement.

11. Place of Performance, Jurisdiction, Governing Law

11.1. The place of performance for the deliveries of the goods/services is the Place of delivery specified in the order from RUDOS, as regards payments, the place of performance shall be the seat of RUDOS.

11.2. RUDOS and the Supplier have agreed to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) on their contractual relationship, to which these General Purchase Terms and Conditions apply. The contractual relationship shall be governed by the Slovak law, in particular the Commercial Code (Act No. 513/1991 Coll.), as amended.

11.3 The court of competent jurisdiction for disputes arising from the contractual relationship, to which these General Purchase Terms and Conditions apply, shall be the general court of the company RUDOS in the Slovak Republic.

12. Confidentiality and Data Protection, Consent of the Supplier to Publication

12.1. The Supplier agrees to keep as confidential facts of which it learned in connection with the award of the contract or the subject of delivery, unless such information is generally known or until it became aware of it in any other way than in connection with the contract of RUDOS.

12.2. Any and all information which the Supplier learned concerning RUDOS, on the basis of, or in connection to a contract/an order, which is subject to protection under the Law No. 122/2013 Coll., on Personal Data Protection, as amended, shall be considered to be confidential and the Supplier undertakes to keep confidentiality of such facts or information, until they become generally known, provided that it does not occur as a breach of confidentiality obligation.

12.3. The Supplier hereby grants its approval to RUDOS, in the sense of Law No. 122/2013 Coll., on Personal Data Protection, to process its personal data in information systems, provided that RUDOS is entitled to carry out the said activity even through a third party.

12.4. The Supplier confirms that no information in the order, its parts and the documents based thereon is considered to be a trade secret under § 17 of the Commercial Code and/or any confidential information.

13. Delivery

A document delivered pursuant to these General Purchase Terms and Conditions shall be deemed to be delivered to the other Contracting Party even if:

- a) the document sent to the other Party's last known address is returned with the information that the addressee is unknown; then the delivery is effective on the day of return to the Party which sent it, even if the other Party is not aware of delivery of the document, or
- b) if the other Party did not pick it up, then the delivery is effective on the day of return of the consignment to the Party which sent it, or
- c) the other Party refused to accept it, as of the date of such refusal.

14. Special Provision

14.1 If, as a result of a breach, negligence or failure to fulfil any obligations of the Supplier, imposing of penalties, fines or any other kind of financial sanctions by RUDOS occur, the Supplier undertakes to pay an amount equal to such imposed penalties, fines or other forms of sanctions to RUDOS within 15 days after RUDOS delivers a request for payment of the penalties, fines or other forms of sanctions to the Supplier.

14.2 In the case of partial fulfilment of a monetary debt in respect to the Supplier, the fulfilment of RUDOS shall firstly be offset against the principal, unless RUDOS expressly determines otherwise in writing.