

GENERAL TERMS AND CONDITIONS

For the Framework Purchase Agreement no. / 2021

1. General provisions

- 1.1 These General Terms and Conditions of the company HSH Chemie SK s.r.o., company seat at Sartorisova 11, 821 08 Bratislava, Company ID: 47 980 826 (hereinafter referred to as "Seller") are the integral part of each framework purchase agreement for delivery of goods to be concluded between the Seller and the Buyer (hereinafter referred to as "Purchase Agreement").
- 1.2 General Terms and Conditions (hereinafter referred to as "GTC") shall govern auxiliary conditions in sale and delivery of goods from the Seller to the Buyer. The Purchase Agreement with all annexes hereto including GTC are collectively referred to as "the Agreement". In case of any misunderstanding or discrepancies concerning the interpretation of mutual rights and obligations of the Seller and the Buyer contained in these GTC or the Purchase Agreement and/or the order, GTC shall prevail over derogative provisions in the Purchase Agreement or the order confirmed by the Seller. The sale of specific goods shall be carried out on the basis of particular purchase agreements following the orders that are placed by the Buyer and subsequently confirmed by the Seller (hereinafter referred to as "the order" or "the particular agreement").

2. Ordering the Goods

- 2.1 Seller's price offers are deemed non-binding. This shall also apply if the Seller provides the Buyer with catalogues, technical documentation, samples or any other goods descriptions stating the price unless otherwise stated by the Seller.
- 2.2 Buyer's order is deemed the binding offer for conclusion of the particular agreement and shall be irrevocable within 14 days from its delivery to the Seller. The Seller is entitled to acknowledge the receipt of the order in writing or by email stating he shall deliver the goods, which makes the order binding for the Seller.
- 2.3 For the avoidance of doubt, the purchase price is the price without VAT and does not include packaging and freight costs, unless otherwise agreed.
- 2.4 Until the moment of delivery, the Seller reserves the right to unilaterally modify the purchase price of the goods in case of the increase in production costs, procurement costs or any other increase in taxes, custom duties, freight costs, insurance costs, etc. after execution of the particular agreement, which the Buyer accepts and agrees with. Upon the Buyer's request, the Seller shall prove the increase with relevant documentation. The Buyer shall not terminate the particular purchase agreement for this reason.
- 2.5 Any discounts from the catalogue purchase price shall be agreed in writing.

3. Delivery and acceptance of the Goods

- 3.1 If not otherwise agreed by the contracting parties, the place of delivery of the goods is the Seller's main warehouse located in Bratislava during its regular business hours.
- 3.2 In case the goods are delivered to the Buyer's seat or another address stated in the order, which is different from the Seller's seat or operation, the Buyer is deemed to have met the delivery term duly and on time if he hands over the goods to the carrier on the last day of the delivery term at the latest. Freight costs are always borne by the Buyer, unless otherwise stated by the parties. The Seller may select the appropriate carrier at his own discretion (choice of the shipper/carrier, transport routes, goods packaging, etc.). The Seller is not obliged to insure the transported goods. The goods can only be insured at Buyer's expense and upon his express written or email request.
- 3.3 The Buyer undertakes to take over the delivered goods in the manner and on conditions set forth in the particular agreement. If the Seller is bound to deliver the goods to the specific place in compliance with the particular agreement, the Buyer shall acknowledge to the Seller or the carrier the acceptance of the goods by himself or by means of the authorised person. The fact that the goods have been delivered by the Seller and taken over by the Buyer shall be confirmed in writing in the delivery/acceptance protocol which also fulfils the function of the delivery note. The delivery/acceptance protocol will mainly contain:

- the number of the Buyer's order,
- goods specification and their volume,
- documents related to the goods,
- the stamp containing Buyer's identification data or company name and signature (or the signature of the sole trader or the signature of the

person/persons authorised to act on behalf of the trade company or cooperative) or readable name and surname of the authorised person written in capital letters or any other identification data of this person,

- the reason for refusal of the delivery or partial refusal of the delivery pursuant to the point 2.4. and 2.5. of GTC.
- 3.4 The Buyer is entitled to refuse acceptance of the goods in the place of delivery in case that :
- the goods show visible defects,
 - the consignment does not correspond with the acceptance protocol or delivery note.
- 3.5 If the above mentioned reasons for refusal of the delivery apply only to a part of the delivery, the Buyer is entitled to only partially refuse the goods.
- 3.6 For the purpose of this agreement, if the Seller shall deliver the goods to the Buyer in the specific place and the Buyer or the authorised person is not present therein, the Buyer acknowledges and consents to Seller's or carrier's authorisation to:
- refuse to hand over the goods to a person other than the Buyer or the authorised person, or
 - hand over the goods to a person other than the Buyer or the authorised person whose identity has been proved as stated hereunder and who has demonstrated willingness to take over the goods for the Buyer. Such acceptance of the goods has the same legal effects as if the goods would have been accepted by the Buyer or the authorised person.
- 3.7 If the goods are delivered to the place designed by the Buyer, the Buyer shall provide proper cooperation and assistance to the Seller, mainly to ensure the staff and equipment necessary for placing the goods in the specific place, acceptance of the goods and receipt of acceptance of the goods.
- 3.8 If the Buyer does not take over the goods and fails to ensure taking over of the goods within 2 hours from furnishing the vehicle into the place of delivery designed by the Buyer, this shall be deemed the failed delivery of the goods. The contracting parties have agreed that in this case the Buyer shall pay to the Seller not only the freight costs but also the lump-sum of costs incurred in relation with the first failed delivery amounting to 100.00 EUR, as agreed upon by the parties, plus the supplementary freight costs at the amount of regular freight. Supplementary freight costs (e.g. sending of the goods) shall always be borne by the Buyer.
- 3.9 The contracting parties have also agreed that if the Buyer does not take over the ordered goods in the first delivery term, the Seller has right to charge the storage costs at the amount of 10% from the price (including VAT) of the non-accepted goods for each pending 14 days. If the goods are not taken over within 30 days from the first delivery term for the reasons the Seller is not held liable for, the Seller may terminate the particular agreement and subsequently offer the goods for sale to a third party.
- 3.10 The Buyer undertakes to take over the goods from the Seller in parts and earlier than on the agreed delivery date. The Seller shall inform the Buyer in advance that the goods will be delivered in parts or on an earlier date. The Buyer may refuse the goods to be delivered in parts or on an earlier date, either in writing or by email, if it would mean incurring substantial costs.
- 3.11 For the avoidance of any doubt, it is understood that any delivery dates stated in the order acknowledgment by the Seller are non-binding and only informative unless expressly referred to as binding by the Seller.
- 3.12 The Seller shall not be held liable to the Buyer for delayed delivery or non-delivery of the goods if such delay or non-delivery occurred in connection with fulfillment of Seller's obligations resulting from the requirements defined by the EU Reach Regulation.

4. Ownership rights and transfer of risk

- 4.1 The ownership right to goods shall transfer from the Buyer upon the moment of payment of the total purchase price including any other claims and titles of the Seller in relation to the goods (appurtenances, costs, contractual penalties, etc.). For this reason, the Buyer shall insure the goods at the minimum purchase price including VAT against the loss, theft and damage, which shall be proved upon the Seller's request.
- 4.2 Should the Buyer default on payment of the purchase price or its part, the Seller has right to retake the delivered goods. Seller's call for returning of the delivered goods is automatically regarded as the withdrawal from the particular agreement unless otherwise stated by the Seller. After acceptance of the goods by the Seller, he is entitled to freely dispose of the goods or transfer it to a third party. If the goods are sold to a third party at the lower purchase price than the one agreed with the Buyer, the Buyer shall pay the difference in the purchase price upon the Seller's call. Unless the goods are sold within 90 days from being taken over by the Seller, the Buyer shall compensate to the Seller the total purchase price for these goods.
- 4.3 If the delivered goods which are subject to ownership rights are further processed into a new item, the Buyer shall not acquire the ownership right to such newly created item whereas the Seller shall become the owner. For this case the parties have agreed that such processing by the Buyer was accomplished without any consideration for the benefit of the Seller and therefore the Buyer shall not be conferred any titles against the Seller in relation to processing or respective maintenance or care of the item.
- 4.4 If the goods, subject to limitations to ownership rights of the Seller, are processed or inseparably mixed with the goods which are in the ownership of the third party, the Seller shall acquire the ownership rights to newly created items. The share in joint tenancy is defined by the value of other chattels these goods have been mixed or processed with. In this case, the Buyer shall not be conferred any titles against the Seller but he shall duly care about the item.
- 4.5 The risk of damage to goods shall be transferred to the Buyer upon the moment of taking over of the goods by the Buyer or upon the moment of handing over of the goods to the carrier in case the goods are delivered in this manner. If the Buyer fails to take over the goods, the risk of damage shall be transferred onto the Buyer upon the first day of such default.

5. Payment terms

- 5.1 The Buyer undertakes to pay the purchase price as prescribed by the tax documentation (the invoice) issued by the Seller.
- 5.2 The invoice shall contain all statutory data and the number of the Buyer's order.
- 5.3 The Seller defines and marks the due date on the invoice unless otherwise agreed by the contracting parties. If the due date of the invoice exceeds 60 days, the contracting parties have agreed that the prolonged payment term shall not be substantially disproportionate to rights and obligations vested in the Seller as the Creditor due to the fact that the specificity and uniqueness of business relations in the trade with chemical substances is a legitimate reason for applying a longer due date as governed by the corresponding legislation.
- 5.4 The bank transfer payment shall be executed on the Seller's bank account stated on the invoice. Paying the purchase price by bank transfer means crediting the invoiced amount on the Seller's bank account as stated on the invoice.
- 5.5 The Seller is entitled to request the Buyer to pay the total purchase price or its part prior to delivery of the goods as prescribed by the invoice even if another agreement or custom practice might exist between the partners.
- 5.6 The Buyer shall immediately notify the Seller of all facts that have or might have the impact on his ability to properly settle all of his due or pending obligations against the Seller. The contracting parties undertake to initiate mutual negotiations in order to find the solution to the given situation.
- 5.7 Should the Buyer fail to fulfil any of his financial obligations or its part against the Seller (i.e. not only the obligation arising out of the Agreement), the Seller is entitled to (i) suspend delivery of the goods (including the ordered goods), (ii) terminate the Agreement or its particular agreement, (iii) enforce so-called cross default against the Buyer, i.e. its application will make all other obligations of the Buyer against the Seller immediately due even in the case when their due date occurred later or was linked to fulfillment of the specific condition. The Seller may apply the above mentioned principle individually or in combination. The Seller is entitled to proceed in the above named manner even in the case if the third party has initiated any court or debt collection proceedings against the Buyer or the insolvency proceedings or restructuring have been commenced on the Buyer's property.
- 5.8 Pursuant to §71 (1b) of the Act no. 222/2004 Coll. on the value added tax as amended, the Seller may also issue the invoice in an electronic form and deliver it by electronic communication to the email address stated in the contract header or to the email address the Buyer provided to the Seller for the purpose of mutual communication, which the Buyer accepts and agrees with.
- 5.9 The Seller is entitled to request the Buyer to secure his monetary obligations including any future obligations (e.g. collateral, lien, acceding to the obligation, etc.) upon and/or at any time after the contract execution. Should this request occur, until proper security is provided by the Buyer, the Seller may suspend delivery of the goods to the Buyer, which is not regarded as breach of Seller's obligations.

- 5.10 The Buyer is entitled to set off his claims against the Seller only if the Seller acknowledged them in writing. Setting off the claims in contravention to this provision is deemed invalid without the Seller being obliged to enforce this invalidity before court.
- 5.11 The Buyer shall not assign rights (including claims) and obligations arising out of or in connection with this Agreement or particular agreement to third parties without the prior written consent of the Seller.

6. Liability for defects and warranty

- 6.1 The Seller shall deliver the goods to the Buyer in the quality, quantity and settings as set forth in this Agreement.
- 6.2 The Buyer shall notify all bulk defects, delivery of different than ordered goods or visible mechanical damage to the Seller upon the delivery at the latest and at the same time, mark such defects in the delivery note, otherwise all respective compensation claims will cease to exist.
- 6.3 The Buyer shall also mark any possible late delivery of the goods in the delivery note, otherwise he would not be entitled to claim any damages resulting from late delivery or defects pursuant to the point 6.2 and it is understood that the goods are delivered duly and on time.
- 6.4 The Buyer shall notify the Seller of the defects detected upon unpacking of the goods or defects detectable otherwise than by using the goods (hidden defects) within max. 7 business days from detecting the defects and in this case, shall not dispose of the goods in any manner whatsoever, mainly use them, otherwise all compensation claims will cease to exist.
- 6.5 The Seller provides the warranty only for hidden defects by issuing the specific warranty certificate. The warranty, if provided, shall not relate to compensation claims from defects the Buyer will not enforce duly and on time. If the Seller fails to provide the Buyer with the warranty certificate upon the delivery, it is understood that the Seller has not provided any warranty for the goods. If the warranty is provided, the warranty period starts from the day of acceptance of the goods by the Buyer or from the first day of default on acceptance of the goods.
- 6.6 If the warranty was provided, this ceases to exist if the Buyer has failed to pay for the goods duly and on time.
- 6.7 Buyer's compensation claims resulting from defects are as follows:
 - a) removing the defects (repair, delivery of supplementary goods, delivery of missing goods, removal of legitimate defects),
 - b) exchange of goods,
 - c) reasonable discount from the purchase price,
 - d) termination of the particular agreement.
- 6.8 The choice between the above mentioned titles shall fall within the Seller's competence. In case of the defect that cannot be removed and that prevents proper use of the item, the Seller shall be entitled to exchange the goods for the new ones or terminate the particular agreement. If the goods cannot be exchanged within the time period not shorter than 30 days after delivery of the Seller's written request, the Buyer may terminate the particular agreement. The contracting parties hereby exclude the application of §425 (2a) and §436 to 440 of the Commercial Code.
- 6.9 The cases in which the Seller shall not be held liable for goods defects including the warranty, if provided, are as follows: (i) goods defects due to natural or mechanical damage of the goods or their parts including accidental damage; (ii) defects and damage of the goods due to not respecting or neglecting storage conditions; (iii) goods defects and damage caused by using the goods in the conditions that, due to their temperature, dust, humidity, chemical and mechanical influences, do not meet regular standards suitable for usage of the goods; (iv) goods defects and damage caused as an act of violence; (v) goods defects and damage as a result of breach of guidelines and regulations; (vi) goods defects and damage caused by using different components that those recommended by the manufacturer or supplier, as well as by repairs or modifications carried out by persons other than those authorised by the manufacturer or supplier; (vii) goods defects and damage the Buyer was aware of prior to acceptance of the goods; (viii) goods defects and damage caused by the Buyer himself or as a result of unprofessional use of the goods; (ix) goods defects and damage caused by using different procedures as prescribed by the manufacturer; (x) goods defects as a result of wear and tear and the natural product life cycle; (xi) any other facts and circumstances subject to Buyer's complaint and which are beyond the Seller's powers (e.g. theft, force majeure, etc.); (xii) any other reasons defined in the warranty certificate or stated in the user's manual, on the product packaging or at the company website [www.....](#)
- 6.10 Without prejudice to other provisions of this Agreement, any other agreements between the contracting parties and/or provisions of the warranty certificate, the defect shall never be defined as deterioration of the goods quality due to improper or unprofessional storage and usage of the goods, damage from wear and tear or force majeure. The warranty or legal liability for defects shall also not relate to defects resulting from inappropriate handling, unauthorised use or improper storage of the goods by the Buyer or the third party.

- 6.11 In case of the illegitimate complaint, the Seller reserves the right to claim from the Buyer compensation for actually incurred costs related to complaints handling (e.g. assessment of the specialised authority, expert opinion, multiple freight costs, etc.).
- 6.12 The Buyer shall file a complaint in writing stating the reason, the volume and type of the goods, the number of the delivery note and the invoice. The goods that are subject to complaint shall be stored separately from other goods and shall not be used for any further processing, fitting or selling until the complaint is being dealt with. The Buyer shall handle the goods with due care and avoid any damage thereto. For the avoidance of any doubt, the Buyer, when filing a complaint, shall pay and not refrain from paying the purchase price.
- 6.13 The Buyer shall also provide the Seller with all assistance and cooperation that is necessary for removing goods defects. Especially the Buyer shall transport the goods to the place designed by the Seller, hand over the goods to the Seller for inspection and if the goods are repaired at Buyer's premises, allow the Seller access to the goods, ensure the premises necessary for removing the goods defects, electric current/water, for the time period that is necessary for repair, etc.
- 6.14 Usage of delivered goods in compliance with the EU REACH Regulation on Chemicals by the Buyer shall not institute any agreement between the parties with regard to contractually agreed features of these goods or shall not represent any usage presumed by to the terms of the Agreement and/or these GTC.

7. Contract termination

- 7.1 The Buyer is entitled to terminate the particular agreement unless the Seller delivers the goods to the Buyer within the delivery period designed by the Seller and will not do so after the Buyer's written request within the extended delivery period which shall not be shorter than 30 days from receipt of the Buyer's request.
- 7.2 The Seller is entitled to terminate the particular agreement as well as the Agreement (including GTC) mainly in case of Buyer's default on payment of the purchase price or if the Buyer's property has been subject to bankruptcy and insolvency proceedings or insolvency proceedings have been dismissed or suspended due to a lack of assets or if the Buyer has gone into liquidation, filed for or has been subject to restructuring.
- 7.3 Termination of the Agreement or the particular agreement shall have no effect on enforcement of parties' rights and claims, mainly right to payment of the purchase price, the appurtenances and the contractual penalty, compensation claims, securing Buyer's claims, choice of law and court jurisdiction.
- 7.4 If the Agreement or the particular agreement cease to exist, the Seller is entitled to retake any delivered and unpaid goods until proper fulfilment of Buyer's obligations. The parties have agreed this specific form of securing the retention right by the Seller even in case if the goods are located at Seller's premises.

8. Liability for damages

- 8.1 The Seller shall be liable to the Buyer only for the damage that was caused by a wilful breach of Seller's obligations in connection with this Agreement.
- 8.2 The Seller shall not be liable for the damage resulting from improper handling of the goods or its unauthorised use. If the Seller provides technical information or advisory services and such information or counselling services do not fall within the scope of provided services, Seller's liability for such damage is excluded.
- 8.3 The contracting parties have agreed that the agreed time for fulfilment of Seller's obligations shall be prolonged by the duration of events excluding his liability. The events excluding liability are those governed by §374 of the Commercial Code as well as the events occurring independently from Seller's will and preventing him from fulfilling his obligations, including but not limited to: natural disasters, epidemics or pandemics of any kind or notices of the contagious disease, infections as well as any measures and interventions of the government or central authorities in relation thereto, the state of emergency, the state of exception, war, state of war or terrorist attacks, enemies' attacks and threats (with or without declaration of the state of war), invasion, military enemies' attacks, strikes, lockouts as a result of strikes or manifestations, unrest, labour shortage, disruption or restrictions of operational capacities, loss of data due to blackout or mechanical errors and failures of the information system or back-up supply, work unrest and restrictions on the labour market, social unrest, revolution, rebellion / revolt, quarantine of any kind, natural disasters, floods, fires, embargo, boycott, insurrection, explosion, gas, fuel or power outages, hacker attacks, piracy, transport interruptions and traffic restrictions, state interventions and restrictions, legislative changes, unforeseeable accidents, delays or defaults from the part of the Seller's supplier and sub-supplier and Seller's contracting parties (hereinafter referred to as "events excluding liability"). Duration of events excluding liability under this Agreement excludes (i) Seller's liability for damage as well as (ii) Seller's default and at the same time it is understood that the Buyer shall not be eligible to enforce the contractual penalty if provided under the Agreement. If the circumstance excluding the liability occurs, the time period for fulfillment of Seller's obligations under the Agreement shall be prolonged accordingly. In this case, the Seller shall use his best efforts and immediately notify the Buyer of occurrence of such an event as well as of its expected duration. If the Seller's incapacity to fulfil his obligations persists for the period longer than six calendar months, the Buyer may terminate the particular agreement.
- 8.4 If the Buyer breaches his obligations under this Agreement, he shall not be bound to pay respective damages to the Seller if proven that such a breach was caused by

the events or circumstances excluding liability pursuant to §374 of the Commercial Code. Immediately after occurrence of such an event, the Buyer undertakes to notify the Seller of the nature of the obstruction preventing him from fulfilling this obligations as well as of its scope and expected duration. After receiving the above named notification, the Seller may terminate the particular agreement and/or the Agreement. Such termination shall not free the Buyer from his duty to settle all of his obligations in return for consideration provided by the Seller until expiry of this Agreement and the particular agreement. The parties also exclude application of §374 of the Commercial Code with regard to the Buyer's commitment to settle any financial obligation to the Seller.

- 8.5 The parties have expressly agreed that any damages the Seller shall be held liable for under this Agreement, including contractual penalties, the reduced purchase price, Buyer's and third parties' claims, to have been caused by the Seller, the delivered goods or incurred by the Buyer or the third party as a result of a breach of Seller's obligations in performance of the particular agreement, shall be capped at 2,000 EUR in relation to this particular agreement. It is also assumed that Seller's liability is excluded for all indirect consequential damages and loss of profit.

9. Dispute resolution

- 9.1 The Parties shall use their best efforts to amicably resolve any dispute, conflict, question, doubt, or divergence of any nature that may arise in relation or under the Agreement.
- 9.2 Pursuant to § 3 of the Act 244/2002 Coll. (hereinafter referred to as "the Act") all signatories to this Agreement have agreed that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, including any questions regarding its existence, shall be settled by arbitration proceedings decided by the sole arbitrator (hereinafter referred to as "Arbitrator") who shall be designed and authorised thereto pursuant to § 7 of the Act. The Arbitrator shall be appointed as amended by § 6 (3) of the Act by the authorised person - the Chamber of Auditors, Company ID: 45 747 512 (hereinafter referred to as "Authorised person") within seven (7) days from the day of commencement of arbitration proceedings, and selected from the List of Lawyer's administered by the Slovak Bar Association (hereinafter referred to as "List of Lawyers"). The Authorised Person shall have right to revoke the Arbitrator for the reasons as amended by §10 (3) of the Act and appoint the new Arbitrator as amended by §11 of the Act. The arbitration proceedings shall take place in the seat of the Arbitrator registered in the List of Lawyers on the day of filing a lawsuit (hereinafter referred to as "Place of Arbitrator"). The arbitration proceedings shall commence upon delivery of the petition to the seat of the Authorised Person. Other documents in relation to the proceedings shall be addressed directly to the seat of the Arbitrator. Any fees related to such proceedings including the arbitration fees shall be decided by the Arbitrator that is bound to act and decide in compliance with the corresponding legislation. Arbitration fees shall be paid upon the written notice of the Arbitrator, i.e. the petition fee is 3% from the total amount claimed, min. 166.00 €, while in any other disputes the value of which cannot be determined, the petition fee is capped at 1,000.00 €. The fee for challenging the Arbitrator, his impartiality or independence amounts to 500.00 €. If the Party fails to pay the fee for challenging the Arbitrator or any of his competences, such objections shall be dismissed in course of the final judgement terminating the proceedings. The signatories have also agreed that the proceedings will be held in writing, the Arbitrator shall act in compliance with the Slovak legislation, in the Slovak language and if not otherwise stated by law, respect the principles of justice. The preliminary measure may be applicable as amended by § 22a of the Act. The signatories have agreed that the claimant is also entitled to file an action with the general court of the Slovak Republic; in this case the clauses and covenants on alternative dispute resolution shall not be applicable to the extent permitted by law. This arbitration clause shall also be binding for legal successors of contracting parties.

10. Personal data protection

- 10.1 If, under certain criteria, the Seller as the controller processes personal data of the Buyer, such personal data processing is governed by the Act no. 18/2018 Coll. on personal data protection as amended (hereinafter referred to as "Personal Data Protection Act") and the Agreement. For the purpose of this Act, the Seller takes the position of the controller. The Buyer or the person acting on his behalf takes the position of the data subject.
- 10.2 The legal basis for personal data processing is providing consideration under the Agreement pursuant to §13 (1b) of the Personal Data Protection Act. The purpose of personal data processing is fulfillment of rights and obligations under the Agreement. The Controller shall process personal data of the data subject for the whole existence of this Agreement or after its termination for the statutory time period (e.g. archive regulations, accounting regulations and principles).
- 10.3 The Controller does not intend to transfer such personal data to third countries or international bodies and organisations. The Controller uses automated individual decision-making including profiling only at his website by means of website click tracking tools. The main aim of this profiling is improving customer's experience while visiting the Controller's website. The Controller has/had not appointed the data protection officer (DPO) in charge of personal data protection with the contact email address@..... The data subject has right of access to his personal data, the right to erase (the right to be forgotten), the right to data portability, the right to rectification, right to object, right to restrict processing and right to lodge a complaint with the Office for Personal Data Protection of the Slovak Republic.
- 10.4 Providing personal data is regarded as the contractual requirement. If not provided accordingly, the Controller shall not be held liable for not fulfilling his obligations arising out of this Personal data protection clause.
- 10.5 The Controller has right to provide personal data to a third party which either represents the Controller or in any other manner protects rights and legitimate interests of the Controller (e.g. persons authorised for debt recovery or claims collection, etc.) or along with the Controller is involved in creation, development, execution or sale of goods and provision of services, or participates in maintenance, operation, development of systems or technologies designed for sale of goods or provision of services as well as to entities providing accounting services to the Controller.
- 10.6 Personal data may also be provided to the mother company of the Seller located in the Czech Republic or to any other European Union member state.
- ## 11. Final provisions
- 11.1 The Buyer declares he is not aware of any facts or circumstances that could possibly impair fulfilment of any of his obligations arising out of or in connection with this Agreement and he acknowledges that legitimacy of this declaration is deemed fundamental for the Seller as he would not otherwise enter into the Agreement.
- 11.2 Provisions of this Agreement shall also relate to each single delivery of the goods, i.e. each order performed during the existence of the Agreement.
- 11.3 The person executing the Agreement on behalf of the Buyer declares to the Seller to be fully authorised to represent the Buyer and act in his name and that the validity and enforceability of this Agreement shall not be subject to any other legal acts or fulfilment of any other obligations. Other persons to be authorised to act on Buyer's behalf without any limitations and binding him in terms of ordering and taking over of the goods from the Seller are listed in the register of persons authorised to act in Buyer's name and attached to this Purchase agreement. These persons can be modified or supplemented only after the written or email notice. The contracting parties have also agreed that unless the list of persons authorised to act on Buyer's behalf is attached to the Purchase Agreement, the following irrevocable legal fiction shall apply : any act executed by the person employed by the Buyer, by the person acting on Buyer's behalf, the person situated in the Buyer's premises or company seat or the person taking over the goods in the place designed as the place of delivery by the Buyer, shall be deemed the act to have been executed by the person who is fully authorised to represent the Buyer and oblige him without limitations to the minimum extent of the proxy as permitted by the Commercial Code.
- 11.4 The Parties jointly declare that the amounts of contractual penalties as stated herein are deemed reasonable and adequate to the character of obligations secured in this manner. Enforcing the right to damages and any of the related compensation shall not affect legality, validity and enforceability of any other security obligations or compensation claims exceeding the contractual penalty or any enforcement of the interests on late payment, if not otherwise stated herein. The Seller's right and Buyer's obligation to payment of the contractual penalty occurs upon the moment of a breach of the secured contractual obligation. The Seller is entitled to claim full compensation for the damage caused by a breach of the obligation which is subject to the contractual penalty.

- 11.5 As for delivery of the correspondence, the Contracting Parties have agreed on the following rules, conditions and fictions of delivery that are deemed valid, effective and applicable to any relations between the Parties:
- correspondence shall be delivered to the address of the Contracting Party that is registered as the official company seat in the Business Register or any other register at the moment of sending of correspondence;
 - correspondence addressed to another Contracting Party and delivered by post, courier or any person who is eligible to deliver the consignment, is deemed to be delivered after expiry of the three-day period from the date of submission to the person in charge of such delivery. Such fiction shall also be applied in the cases when: 1) the addressee is not present in the place of delivery, 2) the addressee has not been informed about delivery or depositing of the consignment, 3) the consignment has been returned to the Addresser as undelivered, undeliverable or rejected. If the addressee accepts the correspondence earlier than the effect of the above fiction should take place, the consignment is deemed to be delivered upon the moment of its physical acceptance by the addressee
 - the electronic message is deemed to have been delivered to the Buyer (or his statutory body) upon the moment when the Seller received the read receipt from the email address of the Buyer stated in the contract header.
- 11.6 All rights and obligations of contracting parties which are not contained in this Agreement shall be governed by the Commercial Code and other corresponding legislation of the Slovak Republic whereas the parties explicitly exclude application of the UN Convention on Contracts for International Sale of Goods (CISG).
- 11.7 If the consideration under this Agreement contains any works in relation to delivery of the goods, the present provisions of the Agreement shall be equally applicable along with the provisions §536 - 565 of the Commercial Code governing the contract for work. In this case the Seller takes the position of the Contractor and the Buyer that of the Customer.
- 11.8 The Contracting Parties have also agreed on prolongation of the limitation period of each of Seller's rights in relation to this Agreement by 10 years from the start date of each limitation period in relation to each such right.
- 11.9 If any document in relation to the contractual relationship between the Buyer and the Seller refers to general terms and conditions and/or other conditions of the Buyer, the contracting parties will exclude any application of general terms and conditions and/or other conditions of the Buyer. Terms and conditions of the Buyer or any other statutes shall be applicable only with the Seller's express written consent.
- 11.10 The Parties acknowledge that the existence and the terms of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information. This confidentiality obligation shall last for the whole existence of the contractual relationship under this Agreement and shall survive termination of this Agreement for the period of 10 years. All notices, requests, claims and acts purporting to termination of this Agreement or the particular agreement shall be made in writing by the Buyer and delivered to the Seller in person, by mail or courier, otherwise they shall not be enforceable.
- 11.11 If at any time during the existence of the Agreement one of its provisions is determined to be or to have become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired. The parties shall negotiate in good faith to replace such invalid, illegal or unenforceable provision with a valid, legal and enforceable provision the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.
- 11.12 The Buyer declares to have negotiated this Agreement and GTC in advance including the Article 8 of GTC, i.e. prior their execution, and has been able to define their contents or propose modifications thereon and therefore the Buyer regards the Purchase Agreement and GTC as duly negotiated.
- 11.13 The Parties each acknowledge that they have fully read the contents of this Agreement and that they have had the opportunity to obtain the advice of counsel of their choice, and that they have full, complete and total comprehension of the provisions hereof and are in full agreement with each and every one of the terms, conditions and provisions of this Agreement. IN WITNESS WHEREOF EACH OF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORISED REPRESENTATIVES.

11.14 The Buyer takes into consideration that due to the fact that the Seller is the legal subject registered in the Slovak Republic, in case of any misunderstandings regarding the interpretation of the provisions stated hereunder, the Slovak version of

GTC shall prevail in the form available on the Seller's website or submitted to the Buyer by the Seller upon request.

For the Seller:

Signature : _____
Company name : **HSH Chemie SK s.r.o.**
Represented by, position : Ing. Tomáš Ludvík, the Company Executive
Place, date : in Bratislava, on _____

For the Buyer:

Signature : _____
Company name : **s.r.o.**
Represented by, position :, the Company Executive
Place, date : in _____, on _____

Signatory's identity verified and the signature certified by:

Date

Date and surname

Signature