

Terms and Conditions for Supplies of Goods and Services to Mobis Slovakia s.r.o.
 (hereinafter the "Terms and Conditions")

1. Validity of the Terms and Conditions

1.1. **Subject, content.** These Terms and Conditions govern the terms and conditions of purchase of goods and services by **Mobis Slovakia s.r.o.**, ID No.: 35876557, with its registered office at MOBIS ulica 1, Gbeľany 013 02, Slovak Republic, registered in the Commercial Register of District Court Žilina, Section Sro, Insert No.: 14983/L, as a buyer or a customer (**hereinafter referred to as "MSK"**).

1.2. **Part of the contract.** These Terms and Conditions are always considered to be an integral part of the contract concluded between MSK and the supplier, i.e. *purchase contract, contract for work, other contracts or orders the subject of which is the delivery of goods or services* (hereinafter referred to as the "contract"), if the draft contract or order refers to these Terms and Conditions in accordance with Section 273 (1) of Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter referred to as the "Commercial Code") or are attached to the draft contract or order, but also if the contract has been concluded or the order has been accepted after the supplier has accepted these Terms and Conditions.

1.3. **Binding nature.** By concluding a contract or accepting an order, the supplier (hereinafter referred to as the "supplier") bindingly agrees to all rights and obligations contained in these Terms and Conditions and arising from these Terms and Conditions.

1.4. **Priority of the contract.** Different arrangements in the contract or accepted order shall take precedence over the provisions of these Terms and Conditions.

1.5. **Supplier's terms and conditions.** The supplier's terms and conditions, which have not been expressly agreed to by MSK in writing as part of the contract between the parties, are not effective for MSK. If the supplier's terms and conditions, which become part of the contract, are in conflict with these Terms and Conditions or the contract, are ineffective to this extent, unless MSK expressly agrees to the conflicting terms and conditions. Without the express written consent of MSK, no business terms and conditions of the supplier, to which, for example, the supplier refers in its legal acts towards MSK, become part of the contract, even if MSK does not refuse such a reference.

2. Definitions of some terms

2.1. **INCOTERMS 2020.** If the contract contains a reference to INCOTERMS, it shall be understood as a reference to the International Rules for the Interpretation of the Conditions of Delivery INCOTERMS 2020, a publication of the International Chamber of Commerce in Paris.

2.2. **Purchase contract.** A purchase contract is understood as a contract whose content corresponds to the contractual type of "*purchase contract*" according to the provisions of Section 409 et seq. of the Commercial Code. Unless otherwise specified, the purchase contract under these Terms and Conditions shall also be understood as a possible framework purchase agreement, on the basis of which the purchase contract will be concluded in

accordance with the procedure set out in Part 3 of these Terms and Conditions.

For the conclusion of the purchase contract, the supplier undertakes to properly and timely hand over the goods to MSK and transfer the ownership right to them, and MSK undertakes to take over the delivered goods in a proper and timely manner, take them into its exclusive ownership and pay the supplier the agreed purchase price for them.

2.3. **Supplier.** In these Terms and Conditions, a supplier is understood in particular as a seller within the meaning of Section 409 et seq. of the Commercial Code, regardless of whether he is designated in the purchase contract as a seller, manufacturer, supplier, etc., as well as a contractor within the meaning of Section 536 et seq. of the Commercial Code, regardless of whether he is designated in the contract for work as a contractor, manufacturer, supplier, provider or otherwise, or other provider of performance (e.g. services) under a contract, whether it is a named or unnamed contract.

2.4. **Contract for work.** A contract for work is understood as a contract whose content corresponds to the contractual type of "contract for work" according to the provisions of Section 536 et seq. of the Commercial Code. Unless otherwise stipulated, a contract for work under these Terms and Conditions shall also be understood as a possible framework contract for work, on the basis of which the contract for work will be concluded in accordance with the procedure set out in Part 3 of these Terms and Conditions.

For concluded contracts for work, the supplier undertakes, at its own expense and risk, to perform the work for MSK and to transfer the ownership right to the subject of the work, and MSK undertakes to take over the work performed properly and on time and pay the supplier the agreed price for it.

2.5. **Parties, party.** The Supplier and MSK are also referred to collectively as parties or individually as party.

2.6. **Subcontractor.** Subcontractor means a third party who, for the performance of the contract, supplies the supplier with part or all of the performance that is the subject of the contract, on the basis of a separate contractual relationship between such a person and the supplier.

2.7. **Goods.** In these Terms and Conditions, goods are understood as things and their parts that the supplier undertakes to deliver to MSK on the basis of the purchase contract, regardless of whether the goods are marked in the purchase contract as goods, materials, things, etc.

If the goods are not specified in the purchase contract in an unmistakable manner or it is not clear (from the specification of the goods) what goods the supplier has to deliver to MSK, or such doubts could arise, the supplier is obliged to immediately notify MSK of such fact in writing through the holder of the postal license or by e-mail, or also by personal delivery, and wait with the delivery of the goods and the specification of the goods.

2.8. **Work.** In these Terms and Conditions, a work means the manufacture of a certain thing, unless it falls under the purchase contract, installation, maintenance, repair or modification of a thing, or an activity with another result, which the supplier undertakes to perform on the basis of the contract for work.

2.9. **EU.** European Union

3. Conclusion of the contract

3.1. **Conclusion of the contract.** A proposal for concluding a contract is also a written order from MSK. The order must be made in writing and delivered to the supplier either through the holder of the postal license or by electronic mail or by other means (e.g. by the electronic ordering system used by both parties, e.g. VAATZ), or by personal delivery. The contract is concluded by delivery of an order confirmed in writing (e.g. electronically) by the supplier to MSK, or by other timely action of the supplier from which consent to the order can be derived (e.g. delivery of the ordered goods or services).

3.2. **Supplier's new proposal.** MSK hereby excludes the acceptance of the order by amendment or deviation, even if such a response would mean only a minor change in the conditions. An order confirmation that contains amendments, reservations, limitations or other changes is considered a rejection of MSK's order and constitutes a new proposal of the supplier to conclude the contract. In such a case, the contract is concluded only if MSK confirms this proposal in writing (e.g. electronically) and delivers the supplier's proposal confirmed this way back to the supplier in the manner specified in Art. 3.1 of these Terms and Conditions.

3.3. **Deadline for acceptance, cancellation of the order.** The supplier is obliged to confirm the delivered order **in writing within 3 days** from the date of its delivery and deliver the confirmed order back to MSK or notify MSK within this period that it rejects the order, otherwise MSK will not be bound by the order, even if the supplier sends the goods or performs another action without notifying MSK, unless MSK subsequently expresses its consent to this order. Confirmation and rejection of the order by the supplier must be made in writing and delivered to MSK via the postal license holder, by e-mail, or by personal delivery or via the electronic ordering system used by both parties, e.g. VAATZ. Until the order confirmed in writing by the supplier is sent back to MSK or the order is duly rejected by the supplier, the order may be revoked by MSK in writing, orally or by means of remote data transmission without further ado and without compensation. This provision applies to framework contracts only if the order under this provision is made by MSK beyond the scope, volume or subject matter of the agreed framework contract. In the case of a framework contract, the supplier is therefore obliged to accept all orders of MSK within the agreed framework, scope, volume or subject of the framework contract and the contract within the scope of the delivered order is concluded at the moment of delivery of the order to the supplier.

3.4. In the event that the goods are delivered in more than one consignment, the supplier is obliged to notify MSK of this fact in writing with the exact determination of the number of consignments and the expected date of delivery, at the same time as the written confirmation of the order.

3.5. **Supplier registration.** Prior to concluding the contract, the supplier undertakes to provide MSK with documents that will be used for verification and subsequent registration of information about the supplier in the internal systems of MSK, namely:

- a) completed registration form Supplier Registration (the form will be provided by MSK),
- b) an extract of the supplier's data from the Commercial Register valid as of the date of provision,
- c) confirmation of the VAT number,
- d) confirmation of tax number,

e) proof of ownership of the bank account.

4. Quantity, quality, workmanship and packaging of goods – quality and execution of the work

4.1. **Quantity, quality and workmanship of the goods.** The goods must be delivered to MSK in the quantity, quality and design expressly specified in the purchase contract. If it follows from the contract or from the nature of the goods that the quantity of the goods is determined in the contract only approximately, or if the quantity of goods is not specified in the contract, MSK shall be authorised to determine the exact quantity of goods to be delivered. In the event that the quality and workmanship of the goods are not expressly determined by the purchase contract, the supplier is obliged to deliver the goods to MSK in a quality and design that fully meets the purpose for which such goods are delivered, if such a purpose is not agreed, the purpose for which such goods are usually used. The goods must comply with all legislative and technical requirements and technical and safety standards (i.e. in particular STN, EN, etc.) effective for the given type of goods at the time of their delivery, both binding and recommendatory standards. The goods and parts used for their production must be new, unused, undamaged and made of high-quality materials. If the goods are supplied on the basis of samples, designs or drawings, they must fully correspond to these samples, designs or drawings. The goods must be able to give at all times the standard performance in accordance with the characteristics and quality specified in the purchase contract and fully comply with the purpose for which they are supplied. The goods must not be burdened with legal defects, e.g. a lien. The supplier is obliged to notify MSK of the country of origin of the goods within the deadline no later than at the proper receipt of the goods. In the event that the countries of origin of the goods and the countries of origin of the components or materials from which the goods are made or composed are different, the supplier is obliged to provide both or all of these data. In the case of components or materials used for the production of goods, it is sufficient for the supplier to inform MSK about the data on these components or materials that are substantial to the type of goods. The supplier is obliged to provide MSK with all information related to the goods in relation to the system of preferential rules of origin of the European Community, as well as other requirements of EU law, in the form of a supplier's declaration or the provision of documents, certificates, information or other documents requested by MSK, no later than 30 days from the receipt of the request from MSK. MSK may determine the content of such a statement or documents in accordance with applicable law.

4.2. **Legal compliance.** The Supplier is responsible for ensuring that no legal regulations have been violated during the production of the goods or the execution of the work, e.g. governing the production, use and other handling of hazardous and toxic substances, and that the goods meet all applicable requirements set by legal regulations. In the event of a breach of this obligation, the supplier is liable to MSK for the damage caused.

4.3. **Special tools or equipment.** If special tools or equipment are required for installation or assembly (if the delivery of goods does not include installation or assembly) or routine or extraordinary maintenance and repair of goods or works, the supplier is obliged to notify MSK in writing of this fact before concluding the contract, including information on the availability and current costs of procurement of such tools or equipment. In the event that he fails to do so, it is considered that such special tools or equipment are included in the price of the goods or work and their delivery is an integral part of the proper delivery of the goods or the proper execution of the work.

4.4. **Packing, securing and supplying goods.** For possible transport, the supplier is obliged to pack, secure or otherwise provide the goods for transport at his own expense in the manner expressly stipulated in the purchase contract. In the event that the manner of packing and securing the goods for transport is not explicitly stipulated in the purchase contract, the supplier is obliged to pack or secure the

goods for transport in a such way that no damage or deterioration of the goods can occur during transport, including loading and unloading. When packing and securing goods for transport, the supplier is obliged to respect the instructions of MSK. The Supplier is obliged to notify MSK of the inappropriateness of MSK's instructions. If the Supplier fails to notify MSK of the inappropriateness of its instructions, the Supplier shall also be liable for any damages caused by the execution of inappropriate MSK instructions. All costs of packaging (including the price of returnable packaging), seizure and arrangement of the goods under this provision are included in the price under the contract.

- 4.5. **Requirements for the packaging of the goods.** The packaging of the goods must allow the goods to be stored safely without losing their quality. On the packaging of the goods, the supplier, MSK and instructions for safe handling of the goods must be legibly marked in a visible place, i.e. In particular, the handling mark for the labelling of transport packaging and the marking required by the legislation governing the manufacture, use and other handling of these goods, e.g. the legislation governing hazardous and toxic substances. The packaging of goods must be environmentally friendly. The packaging of the goods must also contain an indication of the gross weight of the goods and the dimensions of the package, marked with a label, colour or other clear and legible means; an exception is goods packed in such packaging (e.g. bags), for which, by the nature of the matter, there is no objective risk of injury during the handling of MSK and whose gross weight does not exceed 5 kg. The packaging must be labeled in accordance with the law of the EU and the Slovak Republic. Goods without the specified elements on the packaging are considered defective.
- 4.6. **The originator of the packaging.** In relation to the packaging used for the packaging of goods or works, the supplier is always considered to be the originator of the packaging, i.e. the person who places the packaging, or the packaged product or packaging agent on the market or into circulation in accordance with the relevant provisions of Act No. 79/2015 Coll. on Waste, as amended, and is therefore obliged to comply with all obligations arising for him from the above-mentioned Act, or related generally binding legal regulations.
- 4.7. **Quality and workmanship.** The supplier is obliged to perform the work properly and on time, i.e. to the extent, quality, deadline and under the conditions specified in the contract. In the event that the quality and execution of the work are not expressly determined by the contract for work, the supplier is obliged to perform the work in a quality and execution that fully meets the purpose for which the work is intended, if such a purpose is not agreed, the purpose for which such work is generally used; If it is an activity, it must always be provided in the highest available quality. The subject matter of the work must comply with all relevant technical requirements, technical and safety standards (i.e. in particular STN, EN, etc.) for the given type of work, services supplied, works, activities, etc., both binding and recommendatory standards.

The subject matter of the work must also comply with the generally binding legal regulations of the Slovak Republic effective at the time of execution and handover and acceptance of the work, especially hygienic, fire-preventive, ecological, etc. The work and its parts, components and materials used to perform it must be new, unused, undamaged and made of quality material. If the work is carried out on the basis of designs, drawings, projects, etc., it must correspond entirely to these designs, drawings, projects, etc. The Supplier undertakes to comply with the technological procedures given by the manufacturer of the individual components used, or materials or technological procedures of MSK, if they are given by either of them; At the same time, the Supplier undertakes to comply with all standards and other regulations and directives of the manufacturer and suppliers of materials and technical equipment to be used in the implementation of the work.

The Supplier undertakes that the work and the overall set of properties of the work will be able to meet the needs of MSK, i.e. in particular, usability, safety, readiness, trouble-free operation, sustainability and economy while respecting the principles of human health and environmental protection. The work must not be burdened with legal defects, i.e. in particular, it must not be encumbered with the rights of third parties and at the same time must not interfere with or violate the rights of third parties.

The Supplier undertakes not to use or allow the use of materials that are harmful to health, dangerous or otherwise risky in the execution of the work and in the work itself, unless it receives the written consent of the MSK. Any material harmful to health, dangerous or otherwise risky used by the Supplier with the written consent of MSK must be handled in accordance with the applicable generally binding legal regulations; or according to the instructions of the MSK, if these instructions are stricter than generally binding legal regulations.

The supplier undertakes to carry out the work in such a way that it does not have defects and backlogs.

The supplier is obliged to follow the orders of the MSK when performing the work. However, this does not relieve him of his obligations under Act No. 294/1999 Coll. on Liability for Damage Caused by a Defective Product.

The supplier is obliged to keep proper records of the execution of the work, i.e. e.g. assembly diary, construction diary, etc., and when handing over the work, hand over one copy of such a record to the MSK.

5. Documents for goods and works

- 5.1. **Documents for goods and work.** The Supplier is always obliged to hand over to MSK all documents necessary for the acceptance, free disposition, customs clearance and use of the goods or work (always instructions for installation/assembly in the Slovak language, instructions for use/operation in the Slovak language or Czech language), in particular documents regulating the technical conditions of installation, operation and maintenance of the goods or work, and other documents required by generally binding legal regulations, as well as the documents specified in the contract. At the request of MSK, the supplier is obliged to deliver documentation in English.

Certificates. The supplier will always hand over with the goods or work to MSK the certificates for the goods/work specified in the contract or required for the goods/work by the legal regulations of the Slovak Republic or the EU. These certificates will be handed over by the supplier to MSK so that MSK always has a valid certificate available. Certificates under this provision shall be understood in particular as declarations of conformity of products, work, system, as well as attestations, protocols on the fulfilment of prescribed tests, quality certificates, attestations of materials used in accordance with the relevant generally binding legal regulations and in particular in accordance with Act No. 56/2018 Coll., on the assessment of product conformity, making a specified product available on the market and on amendments to certain acts, as amended, etc.

- 5.2. **Cooperation in the procurement of documents.** The Supplier is obliged to provide MSK at its request with all assistance in procuring documents or corresponding electronic messages issued or issued in the Slovak Republic or in the country of origin, which MSK may require for the export or import of goods or works (including their components) and, if necessary, also for the transfer of goods to the territory of a third country.
- 5.3. **Form, some requirements for documents.** The documents that the supplier is obliged to deliver to MSK under the contract must be in the original, legible, clear and error-free in all parts. Documents

must be delivered in written printed form, which cannot be replaced by a record on electronic data carrier. In the event that MSK requests the supplier to do so, the supplier is obliged to deliver the documents to MSK also in the form of the record on electronic data carrier, in a freely accessible data format designated by MSK. The Supplier is obliged to deliver documents related to the goods or work in the language versions specified by MSK. The costs associated with the preparation and delivery of all documents in the required number, including their corrections, supplements, substitute delivery and delivery in the form of the record on electronic data carrier, shall be borne by the supplier. By delivering the documents to MSK, they become the property of MSK, which is entitled to dispose of them freely without further ado, even if it is a copyrighted work, for which the supplier grants a free, time- and place-unlimited non-exclusive license for the sake of completeness.

- 5.4. **Reimbursement of costs.** All costs such as customs, storage and other fees (including possible tax penalties, etc.) incurred by MSK as a result of the late submission of proper documents by the Supplier will be charged to the Supplier and the Supplier hereby expressly undertakes to pay them in full. If these costs are covered by MSK, the supplier undertakes to reimburse the costs thus paid without further to MSK.

6. Place of delivery of goods – Place of performance of the work

- 6.1. **Place of delivery of the goods.** Unless the purchase contract stipulates otherwise and unless MSK specifies other place of delivery at any time before delivery, the supplier is obliged, at its own expense and risk, to deliver the goods to MSK to the place of its registered office registered in the Commercial Register.

- 6.2. **Delivery clause.** The delivery of goods is governed by the delivery condition DDP - MOBIS ulica 1, 013 02 Gbeľany, Slovak Republic, according to the rules of INCOTERMS 2020. In the event that a different delivery term is agreed between the parties, this separately agreed delivery term shall prevail; the provisions set out in Sections 8 and 9 of these Terms and Conditions shall not apply to the extent that it contradicts the separately agreed delivery term.

- 6.3. **Place of execution of the work.** Unless the contract for work stipulates otherwise, the place of performance of the work is always the registered office of MSK or its establishment.

If the contract for work specifies the place of performance of the work to be provided by MSK, the supplier is obliged in due time prior to the commencement of works to request MSK in writing to allow it access to the place of performance of the works and an inspection of the place of performance, on the basis of which the place of performance of the works will be taken over based on the written protocol in which the supplier is obliged to state all possible obstacles, which could prevent him from carrying out the work. At the same time, the supplier shall request MSK in writing to acquaint it with all possible risks of the place of execution of the work and with all safety (including occupational health and safety regulations), fire protection and other necessary internal regulations of MSK.

7. Deadline for performance

- 7.1. **Deadline for performance.** The deadline for performance will be determined by the contract or the accepted order. If the deadline for performance is not specified in the contract, the supplier is obliged to deliver the goods or work to MSK within 30 days from the date of conclusion of the contract. The supplier is obliged to notify MSK of the date of delivery of the goods, in writing, by phone, or by electronic communication at least 1 day in advance.

- 7.2. **Delivery on working days and during business hours.** If the place of delivery of the goods or performance of the work is the

registered office or establishment of MSK, the supplier is obliged to deliver the goods or work on working days and during the usual business hours of MSK, i.e. from 7.00 a.m. to 3.00 p.m., unless otherwise specified by MSK. The Supplier may not anyhow disrupt, threaten or stop the operation of the MSK production plant (or even a part of it – e.g. one production line) by supplying goods or works, and in the event of a breach of this provision, the Supplier shall be fully liable for the damage caused thereby, including lost profits and sanctions against MSK by third parties, and the Supplier acknowledges that by such disruption, by threatening or stopping the operation of the MSK production plant, or even only part of it, MSK may suffer damage of enormous extent. The supplier undertakes not to bother the MSK employee as well as third parties during the performance of the work at the MSK's registered office, in particular with noise, dust, odour, vibrations or any other annoying or burdensome influences.

- 7.3. **Notification of the handover of the work performed.** The supplier shall hand over the completed work to MSK within the deadline agreed in the contract or within the deadline specified in Art. 7.1 of these Terms and Conditions and MSK, unless it refuses to accept the work due to defects (including legal defects, defects in the documents of the work) or backlogs of the work, it shall take over the work, recorded in writing.

- 7.4. **Handover of the work.** A work is deemed to have been handed over by signing a work taking-over certificate (i.e. FAC – Final Acceptance Certificate) by both parties. The signing of the FAC shall not be deemed a confirmation by the parties that the work is free of defects or that the work is taken over without reservations. A work is taken over without reservation only if this is expressly stated in the FAC.

The FAC must contain in particular:

- designation of the parties;
- designation of the work;
- date of handover and takeover of the work;
- handover procedure minutes and results;
- inventory of submitted documents for the work and protocols on the performed tests;
- evaluation of the trial operation, if required;
- the text part (MSK's statement);
- description of any rare obvious defects and backlogs that do not prevent the normal and safe use of the work for the purpose for which it is intended as a work without defects, as well as the deadlines for the removal of these defects and backlogs;
- signatures of authorized representatives of MSK and the supplier; Upon signing the FAC by the authorized representatives of both parties, all measures and deadlines specified therein are considered binding and agreed.

8. Proper delivery of goods

- 8.1. **Proper and timely handover of goods.** The supplier is obliged to hand over the goods to MSK duly and on time. Goods are considered to have been handed over on time if they are delivered within the agreed delivery date. The goods shall be deemed to have been duly handed over at the moment of fulfilment of all of the following conditions:

- a) the goods are duly delivered by the supplier to the place of delivery;
- b) complete and flawless documents relating to the goods are delivered together with the goods,
- c) the goods are formally received by MSK (e.g. delivery note confirmation),
- d) the goods are delivered to MSK without any defects, including quantity defects.

However, the receipt of the goods by MSK does not confirm that the delivered goods are free from defects, and MSK's claims for liability for defects are not affected in any way by this acceptance.

9. Risk of damage to goods and work, transfer of ownership of goods and work

9.1. **Transfer of the risk of damage to goods and work.** The risk of damage to the goods or work always transfers to MSK only at the moment of receipt of the goods, or at the moment of official handover and takeover of the work (regardless of the fact where the place of performance of the work was agreed). This provision does not apply to the transfer of the risk of damage to a partial part of the goods or to a partial part of the work performed, when the risk of damage transfers from the supplier to MSK only at the moment of delivery of the complete delivery of the goods, or the entire work.

9.2. **Risk of damage to MSK's property.** The risk of damage to all items or materials handed over from MSK to the supplier for processing, such as samples, cuts, dies, technical drawings, molds, tools, equipment, materials, etc., which are owned by MSK and were provided to the supplier for the performance of the contract or were separately ordered by MSK, shall be borne by the supplier (as a storekeeper) from the moment of their receipt until the moment of their return to MSK. MSK remains the owner of such items and materials at all times. The Supplier further undertakes that the items or materials referred to in the previous sentence will be used exclusively and only for the delivery of goods or performance of work for MSK under the Contract, and undertakes not to otherwise use such items or materials and at the same time to ensure that these items or materials are not used by any third party, except with the prior written consent of MSK. The Supplier undertakes to mark these items and materials with a designation that they are the property of MSK and to store these items and materials separately from other items and materials. The Supplier is obliged to compensate MSK in full for the damage caused by non-compliance with the obligations set out in this provision, regardless of whether they were breached by it or by a third party.

9.3. **Acquisition of ownership of goods.** The ownership right to the goods delivered on the basis of the purchase contract will be acquired by MSK at one of the following moments, whichever occurs the first:

- a) at the moment of transfer of the risk of damage to the goods to MSK according to and in compliance with the Art. 9.1 hereof; or
- b) the moment of payment of the purchase price for the goods or part thereof.

9.4. **Acquisition of ownership of work or part thereof.** The ownership right to the work or to its part is acquired by MSK at one of the following moments, whichever occurs the first:

- a) incorporation of the work into property exclusively owned by MSK; or
- b) by initiating the processing of the things in the exclusive ownership of MSK in accordance with Art. 9.2 hereof; or
- c) by signing the FAC; or
- d) at the moment of payment of the price for the work or part thereof.

10. Warranty

10.1. **Warranty for the delivered goods/Warranty for the work.** The supplier provides MSK with a warranty for the delivered goods or for the work performed. The Supplier undertakes that the goods or work delivered under the contract will be fully suitable for use for the purpose specified in the contract, otherwise for the usual purpose, during the warranty period, and that it will maintain the properties specified in the contract, or otherwise the usual properties.

10.2. **Time and beginning of the warranty period for the goods.** Unless the warranty period is expressly stipulated in the purchase contract, the warranty period for the delivered goods is 24 months and begins on the day of the proper delivery of the goods.

10.3. **The time and beginning of the warranty period for the work.** Unless the warranty period is expressly stipulated in the contract for work, the duration of the warranty period for the work is 24 months, or 60 months for a work that is the modification of real estate or the construction, repair or modification of a building, especially if it contains building elements, load-bearing structures, etc., or interferes with existing building elements or load-bearing structures. The warranty period starts from the following moments, whichever occurs the latest:

- a. at the moment of protocol handover and acceptance of the work; or
- b. at the moment of protocol confirmation of the removal of the last defect or backlog of the work found by MSK during the handover and acceptance of the work.

The agreed warranty period also applies to repairs of defects in the work and begins on the day of handover of the repaired work without defects and backlogs.

10.4. **Warranty period suspension.** The warranty period for the goods or work does not run for the period during which MSK or its customer cannot use the delivered goods or work due to defects for which the supplier is responsible, as well as for the period during which the defects are removed by the supplier.

11. Liability for defects

11.1. **Defects in goods.** Goods are defective if they are not delivered properly packaged and provided for transport, in the quantity, quality and design specified in the purchase contract or these Terms and Conditions. The goods also have defects in other cases stipulated by the relevant legal regulations.

11.2. **Defects of the work.** The work is defective if it is not performed in accordance with the contract or these Terms and Conditions. The work also has defects in other cases stipulated by the relevant legal regulations.

11.3. **Defects in documents.** Defects in the documents that the Supplier is obliged to deliver to MSK under the Contract, these Terms and Conditions or according to legal regulations (including, without limitation, delivery note, customs clearance note, handover protocol, manuals, certificates, etc.) are also considered defects of the goods or work. In the event that the documents show defects, MSK is entitled to return them to the supplier at the supplier's expense and at the same time request the supplier to deliver the documents without defects. The supplier is obliged to deliver complete documents to MSK without defects without undue delay, no later than 7 days from the return of defective documents or from the delivery of the request by MSK.

11.4. **Legal defects.** Goods have legal defects if they are encumbered with the right of a third party, unless MSK has expressly consented to this encumbrance in writing. The provisions on claims for defects in goods apply mutatis mutandis to MSK's claims for defects in goods.

11.5. **Liability for defects under warranty.** Supplier is responsible for the entire duration of the warranty period for all defects that appear on the goods, work or object of works during this period, regardless of when these defects occurred. MSK is entitled to notify the supplier of these defects at any time during the warranty period. MSK is not obliged to inspect the goods or works upon receipt or immediately after receipt. The Supplier is liable under the warranty similarly to defects, according to the rules agreed in the contract and in these Terms and Conditions.

11.6. **Obvious defects at handover.** If the goods or work have obvious defects (including defects in documents) when handed over to MSK, MSK is entitled to:

- a) require the supplier to carry out an inspection of the goods or work at the place and time specified by MSK;
- b) refuse to accept the defective performance (or the entire performance to which the defects in the documents relate) and return it at the supplier's expense, without causing MSK to delay in taking over the performance and without prejudice to the supplier's obligation to deliver flawless performance; or
- c) take over the defective performance, with MSK having the right to make a claim from liability for defects at any time during the warranty period.

MSK is entitled to make one, more or all of the claims referred to in this provision, insofar as they can be made jointly by nature. By making one of the claims, MSK does not waive the right to make the other claims.

11.7. **Defect claim complaint.** MSK shall raise a complaint about any defect found with the supplier in writing, immediately after its discovery, but no later than by the end of the agreed warranty period under the contract, or according to these Terms and Conditions, while a complaint sent by MSK to the supplier on the last day of the warranty period is also considered to have been applied in a timely manner. In the complaint, MSK will make its specific claim from liability for defects.

11.8. **Form and delivery of the complaint.** The complaint may be sent to the supplier in writing, through the holder of the postal license, electronically or by fax, or by personal delivery. Unless proven otherwise, a claim sent by any means pursuant to the first sentence of this provision, with the exception of sending by electronic or fax, which shall be deemed to have been delivered at the moment of its demonstrable dispatch, shall be deemed to have been delivered to the Supplier on the 5th working day from the moment it was sent to the Supplier, regardless of whether the Supplier received the complaint or not.

Upon receipt of the complaint, the supplier is obliged to immediately notify MSK in writing of the acknowledgment of the claimed defect or defects, or to state justified objective reasons for their rejection. If it fails to do so within 3 working days after the receipt of the complaint, it is considered that supplier agrees with MSK's complaint and acknowledges the defects in full and without reservation.

11.9. **Selection of claims from liability for defects, determination of the method and deadline for removing the defect.** The choice of liability claims for defects of goods as well as the choice of the method by which the detected defects are to be remedied pertain exclusively to MSK.

11.10. **Claims from liability for defects.** Regardless of the nature of the defect and the seriousness of the breach of contract, MSK is always entitled to:

- a) request the remedy of defects by the delivery of substitute performance for defective performance, by delivery of missing goods,
- b) request the remedy of legal defects,
- c) request the remedy of defects by repairing the goods or work, if the defects are repairable,
- d) request a reasonable price discount;
- e) withdraw from the contract;
- f) check the performance, perform the necessary actions to detect defects, sort, repair or arrange for substitute performance by MSK itself or through another person and at the expense of the supplier. The supplier undertakes to cover these costs in full to MSK. In this case, MSK is obliged to properly document the costs incurred according to the

previous sentence and to procure documentation from which the defects of the goods or work will be visible (photo documentation, video documentation, etc.); while the choice between these claims belongs exclusively to MSK.

If MSK requires the remedy of defects, the supplier undertakes to start remedying the defects no later than 2 days from the date on which he was notified of the defect, unless another date is agreed, and to remedy the defects as soon as technically possible, if the nature of the defect and the conditions allow it. The deadline for the removal of defects will be agreed by the parties in writing. In the event of an accident, the supplier will start work on removing the defects no later than 24 hours after the defect is notified. For the purposes of this contract, an accident is understood in particular as an event that may be the cause of property damage or that may endanger the health or lives of people affected by this event. After the completion of the work, MSK will confirm in writing to the supplier the remedy of defects.

If MSK makes a claim for liability for defects under Art. 11.10 f) hereof, MSK is entitled to remove the defects at the expense of the supplier through a third party without prejudice to its rights under the warranty, compensation for damage or any other rights.

11.11. **Additional Choice of Liability Claim.** If it subsequently turns out that the defects of the goods or work are irreparable or that there are disproportionate costs associated with the repair, MSK may require the delivery of replacement goods or the performance of a replacement work, provided that it notifies the supplier of its decision without undue delay after the supplier has notified the supplier of this fact.

11.12. **Failure to remove defects.** If MSK makes a claim for liability for defects pursuant to Art. 11.10 a), b) or c) hereof and the Supplier fails to remedy the defects in the manner and within the period determined by MSK, or if the Supplier notifies MSK before its expiry that it will not remedy the defects, MSK may:

- a) withdraw from the contract; or
- b) request any other claim under Art. 11.10 hereof.

11.13. **Failure to pay part of the price until the defects are remedied.** Until all defects have been remedied, MSK is not obliged to reimburse the supplier any part of the price of the defective performance that has not yet been paid to the supplier.

11.14. **Other claims of MSK.** In addition to liability claims for defects, MSK is entitled to compensation for all damages.

12. Purchase price for goods – Price for the work

12.1. **Purchase price amount - the amount of the price for the work.** MSK shall pay the supplier the purchase price, the price for the provision of the service, or the price for the work specified in the contract (the purchase price for the goods, the price for the provision of the service and the price for the work together hereinafter referred to as the "price"). The price is fixed (without the possibility of claiming more costs or more work by the supplier) and includes all direct and indirect costs associated with the goods, service or work determined by the delivery term according to INCOTERMS 2020. The price will be reduced by any discount to which MSK is entitled on the basis of the contract or other agreement, even if MSK does not request the supplier to deduct the discount or quantify its specific amount. The supplier shall ensure that the discount has been calculated correctly. If a delivery condition according to INCOTERMS 2020 is not agreed, the price includes in particular, without limitation, the costs of packaging, transport, insurance, damage liability insurance and defects liability insurance, costs associated with the procurement of documents for goods and parts, labelling, customs duties, taxes, storage, etc., including a possible increase in input costs.

12.2. **Supplier's Responsibility.** The Supplier is responsible for ensuring that the price set out in the Contract, or additionally adjusted by mutual agreement of the parties, is in accordance with the applicable legal regulations governing pricing in the Slovak Republic and in the Supplier's country at the time of concluding the Contract. Furthermore, the Supplier is responsible for ensuring that the price is not less favourable than the price at which the same or similar goods or works are offered to other customers in a similar quantity at the time of concluding the Contract.

12.3. **Incurrence of the obligation to pay the price.** MSK's obligation to pay the price to the supplier arises when it acquires the ownership right to the goods, by providing the service, or after taking over the work, unless these Terms and Conditions or the contract stipulate otherwise. MSK is not in default with the obligation to pay the price until it is due according to Art. 12.7 of these Terms and Conditions.

12.4. **Original invoice.** Payment of the price will be made by MSK by bank transfer, only on the basis of the original invoice delivered by the supplier either through the holder of the postal license or by e-mail to the e-mail address msk_invoice@mobis.com. Unless otherwise provided by the relevant agreement of the parties, the terms "invoice" and "tax document" shall be used interchangeably.

12.5. **Some requirements for the invoice.** Unless otherwise stated in the contract, the supplier is entitled and at the same time obliged to issue a price statement – invoice only when MSK is obliged to pay the price according to Art. 12.3 hereof. The invoice must be issued and delivered to MSK in the calendar month in which the taxable supply occurred. If the taxable supply is provided within several calendar months, the Supplier shall issue a separate invoice for each calendar month in which the supply was provided. The invoice shall meet the requirements for a tax and accounting document, and contain in particular:

- a) order number;
- b) the designation and specification of the goods/work, including, where applicable, serial numbers;
- c) quantity of goods;
- d) the unit price and the total price;
- e) the amount of the discount to which MSK is entitled;
- f) the total price after deduction of the discount, with the costs divided for the foreign, European and domestic sections;
- g) the place where the costs are incurred;
- h) the origin of the goods;
- i) delivery condition according to INCOTERMS 2020.

The invoice must be accompanied by a document proving the proper delivery of the goods, which will be confirmed by MSK, or a handover protocol for the work, which will be duly signed by the supplier and MSK.

In the case of Korean preferential origin of goods, the supplier is obliged to deliver the original invoice with a signed declaration of origin in accordance with the FTA protocol (Free Trade Agreement) and to attach the Certificate of Approved Exporter to the invoice. The supplier bears full responsibility for the origin of the goods stated on the invoice and is obliged to reimburse all financial costs caused by incorrect information.

The supplier is always obliged to issue a separate invoice for each contract.

12.6. **Correction, completion of the invoice.** In the event that the supplier's invoice does not meet the prescribed requirements, it contains data contrary to the contract or these Terms and Conditions, or it does not meet other conditions set out in Art. 12.5 hereof, MSK shall not reimburse it and shall immediately return it to the supplier for completion or correction, without MSK being in default with the payment of the price.

12.7. **Price maturity.** The due date of the price is specified in the contract. In the event that the due date of the price is not specified in the contract, the price is due within 30 days from the date of issue of the invoice. The Supplier is obliged to deliver the invoice to MSK on the day of its issuance, otherwise its maturity is extended by the period of delay of the Supplier in delivering invoice to MSK. In the case of a correction or completion of the invoice, the issuance and delivery of a proper invoice is considered to be the issuance and delivery of a proper correction or the completion of the erroneous invoice.

12.8. **Paying the price.** In the case of cashless payment, the day of payment shall be deemed the day on which the amount of the price is debited from the MSK's account by the bank.

12.9. **Offsetting of receivables.** MSK is entitled to unilaterally set off against the supplier's receivables from the contract or in connection with it any of its own receivables acquired, due or undue, time-barred and non-time-barred. The Supplier is not entitled to make a unilateral set-off against MSK's receivables from or in connection with the contract or these Terms and Conditions.

12.10. **Assignment of receivables of the supplier.** The Supplier is entitled to assign receivables against MSK only with the express written consent of MSK.

12.11. **Encumbrance of the supplier's receivables from MSK.** The supplier undertakes not to encumber its receivables from MSK in any way, in particular not to establish a lien in favour of a third party.

13. Termination of the contract

13.1. **Termination Methods.** In addition to the statutory methods, the contract may be terminated (i) by termination of the contract by notice, if the nature of the contract allows it, especially in case of contracts for an indefinite period of time (e.g. in case of framework contracts, etc.); the notice must always be made in writing and must be delivered to the other party, while the notice period begins on the first day of the month following the month in which the notice was delivered to the other party and the notice period is 1 month; (ii.) withdrawal of the entitled party from the contract for reasons specified in the contract and these Terms and Conditions.

13.2. **Breach of contract in a material way.** As a breach of contract in a material manner shall be deemed in particular, without limitation, the supplier's delay in fulfilling the obligation to:

- a) to hand over the goods to MSK in a timely and proper manner;
- b) to provide the service to MSK in a timely and proper manner;
- c) to carry out and hand over the work to MSK in a timely and proper manner;
- d) meet MSK's claims arising from the supplier's liability for defects and from the warranty.

13.3. **Withdrawal.** Unless the contract or these Terms and Conditions stipulate otherwise, MSK is entitled to withdraw from the contract, in addition to legal reasons, if at least one of the following conditions is met:

- a) if the supplier breaches the contract in a material way;
- b) if the supplier breaches the contract in a non-material way and fails to fulfill its obligation even within the additional remedy period granted by MSK;
- c) if a force majeure event preventing the fulfilment of obligations under the contract lasts for a period longer than 1 month;
- d) before the proper delivery of goods, the provision of a service or the performance of a work without giving a reason.

Withdrawal from part of the obligation. If the breach of the supplier's obligation concerns only part of the obligation, MSK may withdraw from this part of the obligation or even from the entire contract.

- 13.4. **Form, effects of withdrawal.** The withdrawal must be in writing and must be served on the other party.
- 13.5. **Ongoing claims and arrangements.** Upon withdrawal, the contract, including these Terms and Conditions, shall be terminated. Withdrawal or other termination of the contract does not terminate:
- claims for damages resulting from breach of contract;
 - claims arising from liability for defects;
 - claims for payment of contractual penalties arising from a breach of contract;
 - warranty and liability arrangements;
 - arrangements for the settlement of the parties in the event of withdrawal;
 - confidentiality and know-how protection arrangements;
 - choice-of-law and dispute resolution arrangements;
 - other arrangements so provided for by law.
- 13.6. **Goods or works after the transfer of ownership.** Unless the contract stipulates otherwise, the delivered goods or handed over work to which the ownership right was transferred to MSK before the withdrawal from the contract:
- remains the property of MSK after withdrawal from the contract. In this case, the supplier is entitled to monetary compensation up to the amount in which MSK benefited from the said used goods. If the price has already been paid for the delivered goods, or the handed over work, the supplier is obliged to refund MSK the difference between the price and the entitlement to monetary compensation according to the previous sentence. If the price for the delivered goods or handed over work was not paid before the withdrawal from the contract, MSK is obliged to provide the supplier with a monetary compensation reduced by any claims of MSK for a contractual penalty, damages, etc.; or
 - MSK may, after withdrawal from the contract, return the goods or work to the supplier at the supplier's expense within 30 days of withdrawal. In such a case, the supplier is obliged to refund MSK the price paid so far or part thereof.
- 13.7. **Goods or work before the transfer of ownership.** The delivered goods, or handed over work, to which the ownership right did not pass to MSK before the withdrawal from the contract, will be returned by MSK to the supplier at the supplier's expense.

14. Know-how

- 14.1. **Technical and other documentation of MSK.** All technical and other documentation that MSK supplies to the supplier in connection with the goods or work for the performance of the contract remains the exclusive property of MSK. The subject of exclusive ownership of MSK are all technical solutions and other solutions and procedures that are captured in the technical documentation, while MSK does not grant a license in connection with the said know-how by suppliers, does not provide any rights related to intellectual property, etc.
- 14.2. **Use of technical and other MSK documentation by the supplier.** Technical and other documentation within the meaning of point 14.1 of these Terms and Conditions, the Supplier is not entitled to publish or disclose to any third party or to use it for the benefit of itself or any third party. The Supplier is entitled to use this documentation only in connection with the goods or work for the performance of the contract. This obligation does not apply to administrative or other public authorities if they carry out control or other supervision regulated by law in accordance with the relevant legal regulations. After the performance of the contract or its termination in any other way, the supplier is obliged to return this documentation to MSK and destroy all possible copies made for the performance of the contract.

- 14.3. **Other technical and other documentation.** The Supplier undertakes any other technical and other documentation not specified in point 14.1 (in particular, documentation developed by the supplier for the purpose of performance of the contract), the development of which was financed or co-financed by MSK, should not be disclosed or made available to any third party or used for the benefit of any third party. The Supplier is entitled to use this documentation only in connection with the goods or work for the performance of the contract. After the performance of the contract or its termination in any other way, the supplier is obliged to hand over this documentation to MSK free of charge, transfer the ownership right to it and destroy any copies made by the supplier for the performance of the contract.

15. Miscellaneous

- 15.1. **Subcontractors.** The Supplier is obliged, upon request, to provide MSK with a list of subcontractors whose performance serves to fulfil the subject of the contract. The Supplier is obliged not to use for the performance of the subject of the contract those subcontractors that MSK has designated as undesirable.

The Supplier shall be liable to MSK for defects in performance or parts of goods or works delivered for the performance of the contract to the subcontractor as if the performance had been delivered by the Supplier himself.

- 15.2. **Warehouses.** The Supplier is obliged to maintain at its own expense for the entire duration of the warranty period for the goods or work, according to the contract, a reserve warehouse with these goods or spare parts for the work so that it is able to immediately fulfill its obligations under liability for defects or from the warranty.
- 15.3. **Supplies performed by the supplier at MSK.** If the supplier performs the contract on the premises of MSK or in the place designated by MSK, it is obliged to move for this purpose only in the premises or on the handling areas designated by MSK. The supplier is obliged to properly store any items or other items that either serve to perform the contract or become part of it in the premises designated for this purpose by MSK and properly secure them against theft and keep them in a proper, tidy condition. After the fulfilment of the subject of the contract, the supplier is obliged to restore these premises to their original or otherwise agreed state and hand them over to MSK on the basis of a written protocol within the agreed deadline, otherwise no later than 14 days from the fulfilment of the contract.

- 15.4. **Illegal employment.** The Supplier declares that no illegal work is performed in any way in accordance with the relevant generally binding regulations and undertakes to comply with all obligations arising from Act No. 82/2005 Coll. on Illegal Work and Illegal Employment and on Amendments to Certain Acts, as amended and related legal regulations. If MSK finds that the supplier allows the performance of illegal work in any form, or that it violates the above legal regulations in any other way, MSK is entitled to:

- withdraw from the contract; the withdrawal is effective at the moment of delivery to the other party; and/or
- to demand compensation from the supplier for all damages and damages of a material and non-pecuniary nature, including fines and penalties imposed by public authorities, incurred by MSK in connection with the supplier's breach.

The due date of all payments referred to in this provision shall be determined within 30 days from the date of receipt of the MSK's claim by the Supplier.

- 15.5. The parties will take all steps to prevent crime. Each of the parties is therefore obliged to take the necessary precautions. In the event that the Party becomes aware of circumstances that could give rise to criminal liability of one of the parties, it is obliged to immediately notify the other Party of this information.

15.6. The Supplier hereby declares that the goods that are produced, stored, dispatched or transported at the behest of the Authorised Economic Operators (AEOs), which are delivered to the AEO or are taken over from the AEO for delivery:

- it is produced, stored, prepared and loaded in safe operating areas and safe cargo and shipment areas,
- it is protected against unauthorised interference during production, storage, preparation, loading and transport,
- reliable workers are employed in the production, storage, preparation, loading and transport of these goods,
- Business partners acting on behalf of the supplier are informed that they are also obliged to ensure the security of the supply chain in accordance with the above data.

16. Non-exercise of contractual rights

16.1. **Non-exercise of contractual rights.** MSK's failure to exercise any term, condition or claim against the other party shall not be deemed a waiver of any right under the contract or these Terms and Conditions.

17. Duty of secrecy, confidentiality of information

17.1. **Information about the existence of the contract.** The Supplier undertakes not to pass on information about the existence of the contract and its content to third parties without prior written consent. The supplier is liable for all damage caused to MSK by breaching this obligation.

17.2. **Mutually Shared Information and Documents.** The Supplier undertakes not to disclose to third parties any information or documents handed over to MSK and relating to the Contract without prior express written consent. The Supplier is responsible for all damages incurred by MSK in connection with the breach of this obligation.

18. Rights from industrial or other intellectual property

18.1. The Supplier is obliged to ensure that the delivery of the goods or services, the performance of the work, the use or disposal of the goods or subject matter of MSK, or any provisions of the contract or their application do not unwarrantedly interfere with the intellectual or industrial property rights of any third parties enjoying legal protection under the law of any state.

18.2. The Supplier is obliged to ensure that it is fully entitled to dispose of industrial and other intellectual property rights to the goods or work and undertakes to ensure the proper and undisturbed use of the goods or work and object of the work by MSK or MSK customers.

The Supplier is obliged to ensure that the goods or object of the work belong to MSK with a non-exclusive unlimited right to use the goods or work to the widest possible extent in accordance with the relevant legislation of the relevant type of industrial or intellectual property from the date of receipt of the goods or subject of the work. The right of use is unlimited in terms of material, time, territory, it is transferred free of charge, as transferable right with the right to grant a sublicense and as a right assignable without the need for the consent of the originator or owner of industrial or intellectual property. Any remuneration for the provision of these rights is included in the price under the contract. The Supplier is obliged to take all steps for a valid and effective granting of a license under this article, without undue delay after receipt of the request from MSK.

18.3. **The work as a copyright work.** In the event that the work under the Contract for work is a copyrighted work under the Act No. 185/2015 Coll., the Copyright Act, as amended, that it is an ordered

work pursuant to Section 91 of the Copyright Act, and by delivering it, the supplier simultaneously grants MSK an exclusive license that is unlimited in terms of material, time and territory authorizing MSK to use the work in any way, for any purpose and to full and free disposal with all economic rights to the copyrighted work, i.e. in particular to all rights associated with the use of the work, as well as the right to change, process or incorporate the work into another work; As far as the price of such a license is concerned, it is considered to be fully part of the agreed price of the work.

19. Liability for damage

19.1. **Liability for damages.** Liability for damage is governed by the provisions of the Commercial Code. However, the following rules always apply:

- Damage to an item caused by a defect in the goods, service, work or object of the work shall be paid in full.
- The supplier is liable for all damage caused to MSK, MSK's customers or to other persons in connection with the breach of its obligations under the contract or legal regulations. The supplier is obliged to reimburse MSK for damages, in particular all amounts incurred by MSK in connection with the breach of the supplier's obligations, the costs of MSK's proceedings conducted in connection with the supplier's breach of obligations, as well as the costs incurred in connection with defects in the goods or work, including the costs of dismantling the goods or the object of work, the costs of new assembly of the goods or object of work, the costs of shutdown of the final product, in which the defective goods or object of the work were incorporated.

19.2. **Liability for non-pecuniary damage.** The supplier is also obliged to compensate for non-pecuniary damage caused to MSK as a result of the breach of the supplier's obligations.

19.3. The Supplier shall be liable for damages caused to MSK by whom it has used to perform any part of its obligations to MSK, including the carrier or subcontractor, unless the supplier is liable for such damage alone or jointly with such person.

20. Force Majeure

20.1. **Force Majeure.** In the event of the occurrence of force majeure events, the time limits for the performance of obligations set for the parties are extended by the period during which the force majeure event lasts. The supplier is obliged to inform MSK in writing about the occurrence and lapse of the force majeure event for it or its subcontractor without undue delay. In particular, events such as strikes, lockouts, delays in deliveries of subcontractors (unless caused by force majeure events), insolvency, lack of labour or materials are not considered to be force majeure events. Force majeure events are primarily considered to be events such as an earthquake, flood, large-scale fire or war.

21. Applicable Law – Choice of Law

21.1. **Governing Law – Choice of Law.** The rights and obligations of the parties, including the conclusion of the contract, its validity and effectiveness, are governed by the laws of the Slovak Republic. The parties hereby elect the applicable laws of the Slovak Republic in accordance with the relevant regulations of private international law, excluding the application of the provisions of conflict of law rules.

21.2. **Exclusion of application of the UN Convention on Contracts for the International Sale of Goods.** The UN Convention on Contracts for the International Sale of Goods, published by the Notice of the Federal Ministry of Foreign Affairs No. 160/1991 Coll., will not apply to the legal relations between MSK and the supplier established by the contract, including these Terms and Conditions; nor shall the UN Convention on Limitation Period in the

International Sale of Goods, published by the Ordinance of the Minister of Foreign Affairs No. 123/1988 Coll. apply.

22. Application of the Commercial Code

- 22.1. Mutual relations not regulated by the contract or these Terms and Conditions are governed by the relevant provisions of the Commercial Code.
- 22.2. The application of the provisions of Sections 421, 427, 428, 433 (2), Sections 434, 435, 439 (3), Sections 441, 452, 454, 456, 457, 460, 542, 547 (2) and (3), Sections 562 and 565, and Chapter III of the Third Part of the Commercial Code is excluded.

23. Dispute resolution

- 23.1. Disputes arising in connection with the contract between the parties will be always decided by locally, substantively and functionally competent court of the Slovak Republic determined by the seat of MSK.

24. Severability clause

- 24.1. If any provision of the contract or these Terms and Conditions is or becomes invalid or ineffective, this shall not affect the validity and/or effectiveness of the other provisions of the contract and/or these Terms and Conditions. In this case, the parties undertake to replace the invalid or ineffective provision by agreement with a new provision that would best correspond to the originally intended purpose of the original provision.

25. Limitation Period

- 25.1. All rights of MSK as a creditor, buyer, client, etc., from the contract, or from these Terms and Conditions, become time-barred against the supplier after ten (10) years.

26. Environmental protection and compliance with OSH principles

- 26.1. The supplier is aware of the fact that an environmentally oriented quality management system, the so-called Environmental Management System (EMS) according to ISO 14001 standards, has been implemented at the premises of the MSK's registered office. The supplier undertakes to fulfil the obligations arising for it from the document: Main Principles of the Environmental Management and Environmental Protection System in Mobis Slovakia s.r.o.; The document is published on the website: https://visitor.mobis.sk/Templates/Hlavne_zasady_EMS_a_ZP_M_SK.pdf
- 26.2. When the Supplier enters the MSK premises, it undertakes to:
- respect the rules ensuring environmental protection at work and movement of employees and representatives of foreign legal entities and other natural persons in the MSK premises;
 - dispose the waste, packaging, chemicals, hazardous substances and any other materials in accordance with valid and effective legislation, in particular the Act on Water, Waste, Packaging, Air Protection, Chemicals and Preparations and their implementing regulations and methodological instructions of the competent authorities, as well as European environmental law (e.g. the REACH Regulation, the Green and Yellow Lists of Waste, etc.);
 - limit or suspend its activities upon a request from the representative of the MSK management for EMS due to non-compliance with certain specific conditions ensuring the protection of the environment at work and the movement of employees and representatives of foreign legal entities and other natural persons in the premises of the MSK's registered office, and to immediately remedy the situation; to commit its employees and/or an authorized third party to comply with

the Conditions for Environmental Protection when entering the MSK premises;

- comply with the internal regulations of MSK in the field of environmental protection, with which it has been acquainted or which are known to it in any other way.
- 26.3. The supplier is aware of the fact that occupational health and safety management according to ISO 45,001 is in place at the premises of MSK.
- 26.4. When entering the MSK premises, the supplier undertakes to comply with all applicable legal regulations and standards in the field of occupational health and safety, fire protection regulations, hygiene regulations and regulations for the protection of human health, as well as internal regulations of MSK in the field of occupational health and safety, fire protection regulations and related regulations, with which it has been acquainted or which are in any other way known to it. In particular, when performing the contract at the premises of MSK, the supplier undertakes:
- to use prescribed personal protective equipment (hereinafter referred to as "PPE"), i.e. in particular protective helmets, safety goggles, work shoes, work clothes, reflective vests, welding goggles, etc., and other protective equipment, and at the same time ensure that this protective equipment and tools are used by all natural persons who perform activities for it in an employment relationship or other contractual relationship;
 - to ensure that all natural persons who perform activities for the supplier in an employment relationship or other contractual relationship within the provision of services are visibly marked (on clothing or PPE) with the business name or other clear designation (identifier) of the supplier or entity for which they perform their activities on the premises of MSK;
 - not to admit the presence of a person without permission to enter (or without an identification card) to MSK; when performing the contract on the premises of MSK, not to allow the presence of persons not listed in the list of persons authorised to enter the premises of MSK;
 - to ensure that all persons who perform activities for it in an employment or other contractual relationship have valid all trainings, certificates and authorizations in the field of occupational health and safety, all other prescribed trainings (e.g. operators of lifting equipment, welders, work at height) and are medically fit for the activities performed by them;
 - not to allow the use of ladders contrary to the relevant generally binding regulations;
 - not to allow decommissioning or disabling of safety features of machinery and equipment
 - not to allow the use of damaged or non-compliant machinery, equipment, restricted technical equipment, electrical equipment, extension cables, or other damaged movable property, including the use of electrical appliances and other equipment without valid revisions;
 - to ensure free edges against the fall of people and material (especially into the trench, from a height, into dangerous areas above free depth, etc.) and further comply with the requirements set by generally binding legal regulations.
 - to ensure persons are secured against falling from a height when working at a height (personal protective equipment against falling or a work positioning system, technical structures, railings, nets), and preparation of technological (work) procedures, determination of anchor points in the technological (work) procedures when performing work at a workplace with a risk of falling from a height or to a depth;
 - to ensure that holes with risk of fall are covered, that objects are secured against falling from a height;
 - to carry out work with temporary building structures and scaffolding in accordance with legal regulations;
 - not to allow a dangerous or incorrect method of tying and transporting loads
 - not to allow the use of damaged fasteners;
 - to prepare documentation for lifting equipment within the scope of the relevant standard in case lifting equipment is used;

- o) not to allow the entry and movement of natural persons who perform activities for it in an employment relationship or other contractual relationship in MSK under the influence of alcohol or other narcotic or addictive substances;
- p) not to allow the presence of persons in the dangerous area of the machine (mechanism) or the movement of persons in a place unrelated to the performance of the contract or in a place where entry is prohibited for unauthorized persons;
- q) to report any accident at work to MSK without delay, and to provide MSK with cooperation in investigating the causes of such accident at work, as well as to report any extraordinary event to MSK;
- r) to comply with all other obligations, prohibitions and orders not expressly stated in this section of the Terms and Conditions, which are set out in the field of occupational health and safety by mutually agreed rules, internal regulations of MSK, instructions of MSK or generally binding legal regulations and standards;
- s) to ensure that all persons who perform activities for it in an employment relationship or other contractual relationship do not misuse the fire protection equipment;
- t) to ensure that all persons who carry out activities for it in an employment or other contractual relationship comply with the smoking ban in the workplace and/or construction site;
- u) to ensure that all persons who perform activities for it in an employment relationship or other contractual relationship do not use free flames in the workplace and/or construction site in places (i) where the use of free flames is prohibited or (ii) where the use of free flames is dangerous or (iii) contrary to generally binding legal regulations;
- v) to immediately report any fire outbreak in MSK premises, provide cooperation in the investigation of its causes and report to MSK any detected violation of obligations in the field of fire protection regulations;
- w) to ensure permanent free access to emergency exits, to power distribution facilities, to water, gas valves and fire protection facilities, as well as to ensure free escape routes;
- x) to comply with all other obligations, prohibitions and orders not expressly stated in this section of the Terms and Conditions, which are set out in the field of fire protection by mutually agreed rules, internal regulations of MSK, instructions of MSK or generally binding legal regulations or standards.

27. Taxes

- 27.1. Prices are excluding VAT. If the supplier is a VAT payer, it issues a tax document with VAT data in accordance with the laws of the Member States of the European Union, including Act No. 222/2004 Coll. on Value Added Tax, as amended. If the supplier is obliged to charge sales tax or any other tax to MSK under the laws of any country other than the Slovak Republic in which it is resident or has an establishment, it is obliged to notify MSK of this fact. Unless expressly agreed otherwise by MSK, any such sales tax or other tax shall be borne by the supplier and shall be paid by the supplier within the total price. The supplier shall defend, indemnify and hold MSK harmless in respect of liability for all sales taxes, use taxes and other taxes incurred by the supplier for goods or services provided under the contract and for wages, salaries and other remuneration paid by persons employed in connection with the production or supply of goods or services.
- 27.2. **Tax Deduction.** MSK is entitled to deduct from payments to the supplier any tax required by Slovak law and is obliged to provide the supplier with details of any taxes so deducted.
- 27.3. **Registration of a permanent establishment.** After signing the contract and at any time during its performance in the territory of the Slovak Republic, the supplier is obliged to take all steps necessary to determine whether its activities in the Slovak Republic do not lead to the establishment of a permanent establishment (hereinafter referred to as the "PE") for tax purposes in the Slovak Republic under Slovak legislation and the relevant contract on the avoidance of double taxation (if applicable). If the supplier finds

that the performance of its activities under this contract establishes or may establish the PE in the Slovak Republic, the supplier undertakes to immediately register this PE with the relevant tax office and take all legal actions required for the PE in the Slovak Republic. In addition, the supplier is obliged to provide MSK without delay with any confirmation from the relevant tax authorities that the PE pays tax advances and therefore no security tax withholding is required. Until such confirmation, MSK is entitled to withhold the security tax on payments in accordance with Slovak laws. The supplier shall indemnify and hold MSK harmless for all taxes, sanctions, fines and fees that may arise from the supplier's failure to register the PE in the Slovak Republic or to notify such registration to MSK. After registration of the EP, invoices under this contract will be issued by the supplier's EP.

- 27.4. **Compliance with foreign taxes.** The supplier is responsible for and shall indemnify and hold MSK harmless for the calculation, reporting and payment of all income taxes, VAT, duties, indirect taxes and any other taxes and duties of any nature (including associated fines or interest) imposed on the supplier or an employee of the supplier or its subcontractor by any tax authority outside the Slovak Republic as a result of performance under the contract. In particular, the supplier is obliged to take all available measures to verify its business partners in accordance with Art. 27.5 hereof.

- 27.5. **Compliance with Slovak taxes.** The supplier is responsible and obliged to indemnify and hold MSK harmless for the calculation, reporting and payment of all income taxes, duties, indirect taxes and any other taxes and duties of any nature (including associated fines or interest) imposed on the supplier or an employee of the supplier or its subcontractor by any Slovak tax authority as a result of performance under the contract. In particular, the supplier is obliged to take all available measures to verify its business partners in order to prevent the emergence of a commercial chain with the participation of the supplier and MSK with a third party who will participate or is suspected of being involved in tax fraud.

28. Code of Conduct

- 28.1. The supplier is acquainted with the fact that MSK has adopted a Code of Conduct, published on the website: <https://mobis.sk/en/code-of-conduct/>. The supplier undertakes to abide by the Code of Conduct and to fulfil its obligations under it.

29. ESG

- 29.1. The supplier is aware of and agrees to provide MSK with all necessary cooperation (e.g. information, data, documents) in order to comply with the obligations arising for MSK from the legislation on the provision and reporting of sustainability data – the so-called ESG. This regards in particular, without limitation, the obligations arising from the CSRD (Directive 2022/2464/EU), the CBAM Regulation (Regulation (EU) 2023/956), the EU Taxonomy Regulation (Regulation (EU) 2020/852), the CSDDD (Directive 2024/1760), the EUDR (Regulation 2023/1115) as well as other sustainability regulations that apply to MSK.

On behalf of MSK

Company: Mobis Slovakia s.r.o.

Day:

Signature:

Name, Surname and position:, Executive Director

On behalf of the supplier

Company:

Day:

Signature:

Name, Surname and position:, Executive Director