

TUBAPACK, a.s.

General Terms of Purchase

1 Scope

1.1 These General Terms of Purchase (hereinafter referred to as "GTPs") shall apply to all orders/agreements that the company TUBAPACK, a.s., having its corporate seat at: Priemyselna 12, 965 63 Ziar nad Hronom (hereinafter referred to as "Customer"), concludes for the purpose of any purchase (hereinafter referred to as "Goods or Performance or Delivery"). Application of the General Terms of Purchase of the other Party (hereinafter referred to as "Supplier") is excluded, unless the Parties agree otherwise in writing. GTPs are an integral part of the Agreement.

1.2 Amendments to these GTPs are binding on the contracting Parties only if they agree upon it in writing. In this case, derogating arrangements take precedence over GTPs.

1.3 Losing the validity of individual provisions included in these GTPs does not affect the validity of other provisions or agreements concluded at their basis. In this case, a clause which is the most similar to the invalid clause, in purpose and meaning, is the one agreed upon.

2 Conclusion of the Agreement

2.1 The Agreement is concluded at the time the Supplier accepts the written order. The order is deemed to be received after the Supplier confirms it, by electronic or other means accepted by the Customer, within 2 days from the date of its delivery to the Supplier. If the Supplier does not confirm the order in the manner described above and they deliver the ordered goods, even partially, the order is deemed to be additionally confirmed by the Supplier. In that case, the Customer has the right to refuse to accept it; the Agreement is deemed to be concluded at the time the goods are accepted. The Customer has the right to cancel or change the order at any time prior to the receipt of order confirmation by the Supplier. Acceptance of the order after the expiry of the time limit as well as the acceptance of an order with reservation is considered to be a new proposal for an Agreement conclusion and the Customer has the right to not accept such a proposal. Inactivity on the part of the Customer cannot be in any way viewed as an acceptance of the proposal.

3 Prices and Terms of Payment

3.1. The price agreed upon in the Agreement is the final price and includes all costs and performances associated with the delivery; including all packaging, shipping, transportation, clearance and insurance costs. The price includes all plans, drawings, models, calculations, etc. necessary for the performance of the Agreement.

4 Terms of Delivery

4.1 The place of performance is the corporate seat of the Customer (Priemyselna 12, 965 63 Ziar nad Hronom), unless agreed upon otherwise.

4.2 The delivery must be correctly packed and transported only on EURO pallets. The maximum package height is 180cm, other dimensions (width and length of the package) are given by the size of the EURO pallet.

4.3 Each delivery must include a delivery note with the order number, goods number and the amount sent. Each order must be included separately in the delivery documents.

4.4 In the event of a reasonable doubt as to the completeness of the delivery/performance or its compliance with the contractually agreed terms, the Supplier is obliged to, at the request of the Customer, provide appropriate tests, samples, models or certificates at their own expense and submit them to the Customer. Until proven otherwise, the delivery/performance has not been provided.

4.5 Partial performance/deliveries are deemed to have been delivered only after the full delivery of goods. The Customer has the right to refuse partial performance/delivery (Section 329 of the Commercial Code). The delivery/performance is considered to be fully executed/delivered only when all agreed requirements are met, including complete and error-free documentation (invoices, transport documents, certificates of origin, warranty deed, etc.), training, etc. The first delivery must include complete documentation regarding the goods.

5 Delivery time

5.1 The delivery time/time of performance the Supplier has agreed upon with the Customer shall commence on the date of the order delivery. Delivery/performance at the place of performance pursuant to the Article 4.1 of these GTPs is the standard when it comes to meeting the deadlines. In the event of a late performance/delivery, even partially, the Customer has the right to request additional performance/delivery or to withdraw from the Agreement when it comes to the part relating to the late performance/delivery or the full performance that was agreed upon - with or without additional deadline. The right of the Customer to claim compensation for damage caused by the delay in performance/delivery is maintained.

5.2 If the Supplier assumes or may assume that they will not be able to meet their obligation in a timely manner (at the agreed time) and in full/partially - i.e. the delivery will be delayed - they are obliged to immediately inform the Customer about this fact, including the reason and the expected delay duration. The rights of the Customer are not and shall not be affected by this fact.

5.3 In the event of a delay in performance/delivery, the Supplier is additionally obliged to pay the Customer the contractual fine which was agreed upon, whether causing the delay or not. Other Customer rights, in particular, the right to compensation for the damages caused, shall not be affected by the payment of the contractual fine and shall remain valid. The obligation to pay the contractual fine under this Article shall not apply to cases of delay due to force majeure.

6 Risk of damage to the delivery

6.1 The risk of damage to the delivery is passed from the Supplier to the Customer at the moment the Customer accepts the delivery at the place of performance. This also applies when the delivery is accepted from the person other than the Supplier.

6.2 If the Supplier is obliged to, according to the Agreement, hand over the delivery to the carrier at a specific location, the risk of damage to the delivery passes to the Customer at the moment the Customer accepts the delivery at the place of performance. The same applies if the Agreement includes the Supplier's obligation to send the delivery but the Supplier is not obliged to hand over the delivery to the carrier at a specific location.

7 Acquisition of ownership rights

7.1 The Customer acquires the ownership rights at the moment they accept the goods. Retention of ownership is excluded.

7.2 Models, tools, forms, drawings, means of the Customer or other materials that have been provided by the Customer to the Supplier or made on behalf of the Customer by the Supplier (hereinafter referred to as "materials") remain the property of the Customer and must be, when requested or when the latest performance/delivery are provided, but not later than that, returned in a usable state or in a state that corresponds to their normal wear and tear. The materials must not be available to a third party or used for own or advertising purposes. The Supplier is obliged to treat such materials as strictly confidential, carefully preserve and maintain such materials, so that they can be used in any time. This Article also applies to materials resulting from cooperation between the Supplier and Customer or have been changed at the Supplier's initiation or their cooperation.

8 Payment and Terms of Payment

8.1 The Supplier has the right to pay the purchase price only after the delivery of goods and the relevant documentation, including submission.

8.2 Payment of the purchase price shall be made on the basis of the Supplier's invoice issued according to the order. The invoice must meet the legal requirements and include the order number of the Customer. If the invoice does not contain the particulars mentioned above, the Customer has the right to return such an invoice. By a rightful return of the invoice, the due date is suspended and shall begin when a new, correctly issued, invoice is delivered.

8.3 Unless agreed upon otherwise, the invoice shall be due for payment on the first Wednesday after 30 days from the day the invoice is received by the Customer, or the first

Wednesday after the expiry of the due date that has been agreed upon and is included in the order or the purchase contract. The Customer is authorized to pay using a bank transfer.

The day of the purchase price payment is the day the sum owned is written off from the Customer's account and credited to the Supplier's account.

8.4 In the event of a defective performance, the Customer has the right to withhold the payment until the defects are removed.

9 Guarantee and liability for damage

9.1 The Supplier is obliged to deliver the goods in the quantity, quality and design specified in the Agreement. Otherwise, the Supplier is responsible for the defects in the goods. Accepting delivery/performance nor the payment of the purchase price mean that the obligation was met in full and in timely manner.

9.2 The immediate obligation of inspecting the delivery/performance and reporting possible defects to the Supplier under Sections 427 and 428 of the Commercial Code is excluded.

9.3 The Supplier guarantees perfect subject of the delivery/performance, faultless functionality and the presence of the negotiated, expressed or implied properties of the subject of the delivery/performance or other specifications made by the Customer as well as observance of all legal regulations and other standards for the period of 2 years from the day the delivery/performance is received (guarantee period).

9.4 The Supplier is obliged - even if a timely notice on the defects of the delivery/performance is missing - to immediately and at their own expense remove all defects that have arisen or occurred within the guarantee period, at the discretion of the Supplier, either by the alternative delivery/performance or repair. The Supplier is obliged to provide all actions and measures in order to eliminate the defects with as little effect on the Customer's production, distribution and work process as possible; the Supplier is obliged to pay the increased costs, caused by limiting the Customer's production, distribution and work process, to the Customer. After the defects are removed, the guarantee period shall start again.

9.6 If the defects are not eliminated within a maximum of 4 weeks or the defects occur more than three times, the Customer is then, at their own discretion, entitled to request their further removal, replacement (substitute performance), discount on the purchase price, exchange or has the right to themselves or via a third party to eliminate the defects at the Supplier's expense.

10 Confidentiality

10.1 The Supplier is obliged to treat any data, information or documents they have received regarding the Agreement as confidential and they cannot, without prior written consent of the Customer, share them to third parties.

11 Disputes

11.1 The contractual relationships these GTPs apply to, are governed by the law of the Slovak Republic, excluding all conflict rules and the UN Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction and authority have the courts of the Slovak Republic, local courts responsible according to the corporate seat of the Customer.

12 Final Provisions

11.1 These GTPs take effect from 1st January 2019.