

## General Commercial Terms and Conditions of the company OMS, a.s. for the sale of goods

### Preamble

**In all its contractual relations, the company OMS, a. s. professes the path of proper and responsible fulfilment of all its contractual obligations, and it expects the same approach from its contractual partners. Honest and fair economic relations and mutual satisfaction from concluded transactions are of the highest priority, and therefore for the sake of good relations and in good faith it establishes the following General Commercial Terms and Conditions of the company OMS, a. s. for the sale of goods:**

### Article I. Introductory Provisions

These General Commercial Terms and Conditions of the company OMS, a. s. for the sale of goods (hereinafter referred to as the "GCTC") regulate the legal relations of the company OMS, a. s. with its registered office at 419, 906 02 Dojč, Company Registration Number: 34 132 333, registered in the Commercial Register of the Trnava District Court, Section: Sa, File No. 10718/T and/or its subsidiaries and affiliates, distributors and agents (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer" and jointly with the Seller hereinafter referred to as the "Parties") in the sale goods on the basis of the Framework Purchase Contract and/or partial purchase contracts in the manner described in Art. 2.6 of GCTC (partial purchase contracts are hereinafter referred to only as "Purchase Contracts"). The individual provisions of the Purchase Contract and of the Framework Purchase Contract respectively take precedence over these GCTC, if they stipulate otherwise.

Phrases beginning with capital letters have the meaning ascribed to them in these GCTC, unless they are defined differently in the Framework Purchase Contract.

### Article II. Subject of the Purchase

2.1 The Seller undertakes to deliver the goods duly marked and with the accompanying documents in accordance with its commercial assortment specified in the offer sheets according to the Buyer's partial orders.

2.2 Samples of goods are submitted only to demonstrate the class, size or colour of the goods. Any measurements of the size, weight or surface finish of the goods are only approximate and may vary. The catalogues, brochures and price lists specified in them are intended for general information only and are not part of the Purchase Contract.

2.3 If the Seller, based on the Buyer's request, develops specially designed schemes or plans (i.e. technical documentation), these must be checked for accuracy and suitability before delivery and finally approved by the Buyer. The Buyer is obliged to secure consents, approvals of state authorities, if they are necessary for the assembly of goods.

2.4 The purchase contract is concluded on the basis of the Buyer's order and the Seller's acceptance as stated in Art. 2.6 of GCTC.

2.5 The Buyer undertakes to send the Seller an order by email, fax, electronic data exchange or in other written form containing a reference to the Framework Purchase Contract (if concluded between the Seller and the Buyer), the exact name of the goods, place of delivery, required quantity, agreed Purchase Price and method of delivery and shipment.

2.6 By approving the order (acceptance) the Seller confirms to the Buyer the type, Purchase Price and quantity of goods that it undertakes to deliver to the Buyer, and delivers the acceptance to the Buyer. By delivery of the Seller's acceptance to the Buyer, a Purchase Contract is concluded between the Contracting Parties. Acceptance of the order will be sent to the Buyer by email or in other written form. This provision is not binding on the Seller if the manufacturer ceases to supply the goods or launches new versions of the goods. The Buyer is entitled to change or cancel the confirmed order within 24 hours of confirmation of the order by the Seller.

2.7 The Buyer - statutory representatives undertake to purchase the goods in their own name and pay the agreed price for the delivered goods within the agreed period. If the Buyer authorizes an agent to purchase the material, it is its obligation to submit this written mandate to the Seller. No goods shall be released without this mandate.

2.8 Unless otherwise specified by the Seller, the products will be delivered Ex Works (at the Seller's place, Incoterms 2010), at the times agreed by the Parties. The date of delivery of the goods shall be determined by the Seller by email. The Seller reserves the right to make partial deliveries and deliveries through its subsidiaries, affiliates, branches, or other companies belonging to the same group of companies, distributors and agents.

2.9 In the event of cancellation of the order (or any part thereof) by the Buyer after 24 hours from its confirmation by the Seller, the Buyer shall pay a contractual penalty of at least 30% of the confirmed order amount including VAT depending on the stage of order processing and subsequent possible marketability of goods to third parties.

2.10 The Buyer may, upon written notice to the Seller, at any time change or reduce the agreed quantity in the confirmed order. In the event of a change in the confirmed order or a reduction of the quantity of goods in the confirmed order or part thereof, the Buyer is obliged to pay the Seller all costs incurred in connection with the order by the day of delivery of notice of change or reduction.

2.11 In the event that an order of specially modified goods is cancelled by the Buyer after 24 hours from its confirmation by the Seller, the Buyer shall pay the costs and damages (including costs associated with the production of documentation and preparation of samples) incurred by the Seller in relation to the cancellation of an order of such specially modified goods in the maximum amount of the cancelled order. For the purposes of these GCTC, specially modified goods mean goods that differ from the basic (catalogue) products of the Seller by their properties, construction and use of different materials and components.

### Article III. Purchase Price, Invoicing and Payment Terms

3.1 The Purchase Price includes the unit price, which is agreed in the Purchase Contract.

3.2 Any value added tax, duties, withholding taxes or other public or bank charges paid or payable by the Seller may also be subsequently added to the price of the goods and the Buyer undertakes to pay them if this obligation arises for the Seller in accordance with current legislation.

3.3 The Purchase Price is considered to be paid on the day of crediting the entire outstanding amount to the Seller's account. Any bank charges and costs related to the bank transfer, including exchange rate losses, if the Purchase Price has been paid in other than the agreed currency and the right to reimbursement of exchange rate losses in the currency in which the Seller is obliged to bill, in relation to the currency in which the Purchase Price was to be and was paid, are to be borne entirely by the Buyer. Any exchange rate losses due to changes in exchange rates and due to the exchange rate difference in the currency in which the Seller is obliged to bill, in relation to the currency in which the Purchase Price was to be and was paid, are fully borne by the Buyer; any exchange rate gain due to change in exchange rates and due to the exchange rate difference of the currency in which the Seller is obliged to bill, in relation to the currency in which the Purchase Price was to be and was paid, is the Seller's revenue. The provisions of this Art. 3.3 apply to any other payments to be made to the Seller.

3.4 The Buyer undertakes to pay the Purchase Price in advance, unless the Contracting Parties have agreed on a different invoice due date in the Framework Purchase Contract or in the Purchase Contract. In this case, the Seller will send the Buyer an advance invoice, which is not an invoice for VAT purposes. After delivery of the goods, the Seller will issue a billing invoice to the Buyer, which will meet all the requirements in accordance with the VAT Code.

3.5 The invoice must contain all the requirements in accordance with applicable law and at the same time the following:

- Indication that it is an invoice;
- Order number of the invoice;
- Name and address of the registered office, place of business or establishment of the Buyer;

- Company registration number and VAT registration number of both contracting parties;
- Number of the order or contract with their designation;
- Date of issue of the invoice;
- Quantity and type of goods delivered;
- Invoice due date;
- Variable symbol;
- Constant symbol;
- Unit price, total price without tax, with tax, tax rate and total amount of tax in euro;
- Recycling fee, if required by law;
- Amount to be paid;
- Imprint of the stamp of the invoice issuer.

3.6 In the event that the Framework Purchase Contract stipulates that the Purchase Price for the goods will not be paid by the Buyer in advance, but within a certain pre-agreed due date, this period shall begin on the date of issue of the invoice.

3.7 If it is not clear from the designation of the payment made by the Buyer which invoice it pays by this payment, the payment will be considered as the payment of the penalty invoice due first and then of the outstanding amount due first.

3.8 The Seller and the Buyer are entitled to unilaterally change the bank account numbers and the bank, of which they inform the other Contracting Party in writing sufficiently in advance. These changes shall not affect the due date of the invoice.

3.9 If the Buyer is in arrears with the payment of the Purchase Price or a part thereof, the Seller is entitled to invoice interest on arrears in the outstanding amount of 0.1% of the amount due for each and every day of delay. The Buyer is obliged to pay the interest on arrears within 14 calendar days from the date of issue of the invoice by which the Seller charged the interest on arrears. This does not affect the Seller's right to compensation and the right to withdraw from the Purchase Contract.

3.10 In the event that the Buyer is in arrears with the fulfilment of any financial obligations to the Seller, the latter is entitled to:

a) immediately withhold any outstanding deliveries of goods, until the date of payment of the entire outstanding amount to the Seller, or the provision of such security in favour of the Seller, which will be deemed acceptable and sufficient by him, and such suspension of deliveries of goods shall not represent violation of the Purchase Contract by the Seller, or the forfeiture of the Seller's right

b) immediately withdraw from this Purchase Contract and such cessation of deliveries of goods shall not establish any claim of the Buyer for damages (actual damage or loss of profits)

c) deliver further goods only if the Buyer pays the Purchase Price of each further ordered delivery of goods in advance (change of payment terms resulting from points 3.6 and 4.3 of these GCTC).

#### **Article IV. Security**

4.1 The Buyer acknowledges that without any loss of business trust itself, it is extremely important for the Seller to ensure the solvency of each of its customers and it must not be endangered during the entire period of validity of the Purchase Contract between the Contracting Parties. For this reason, the Seller regularly evaluates the credibility and amount of the Buyer's liabilities, as well as its financial stability, in order to minimize the risk of an increase in the amount of its receivables against the Buyer after the due date,

4.2 For the reasons stated in point 4.1, the Buyer agrees with the Seller's right to set the Buyer the appropriate credit limit according to its internal rules of customer evaluation (hereinafter referred to as the "Credit Limit").

4.3 The amount of the Credit Limit, if agreed, is regulated in the Framework Purchase Contract.

4.4 The Seller shall inform the Buyer in writing of any change in the amount of the Credit Limit assigned to him.

4.5 The Seller is entitled to demand from the Buyer at any time during the validity of the Purchase Contract, even before it is concluded, the security of Buyer's obligations (payment of the Purchase Price and its accessories) arising from the delivery of goods under the Purchase Contract. The Seller decides on the form, acceptability and amount of

security proposed by the Buyer in order to secure its obligations arising from business relations with the Seller, while the preferred form of security is mainly a bank guarantee, letter of credit or deposit of funds in favour and to the Seller's account, right of lien with regard to real estate, or another safe and creditworthy form of security determined on the basis of an agreement between the Contracting Parties.

4.6 The Buyer is obliged to submit to the Seller, sufficiently in advance of the time agreed for the delivery of goods, the documents proving that payment of the Purchase Price or its accessories has been secured in the manner and in the amount agreed between the Contracting Parties pursuant to point 4.3 above. If the Buyer fails to fulfil this obligation, the Seller may withhold outstanding deliveries of the goods ordered by the Buyer under the concluded Purchase Contract until the required documents proving the fulfilment of this obligation by the Buyer are submitted. And such action by the Seller shall not represent violation of the Purchase Contract by the Seller or cessation of the Seller's right to immediately withdraw from this Purchase Contract, and such suspension of delivery of goods shall not establish any claim of the Buyer for damages (actual damage and lost profits) against the Seller. Until that time, the Buyer is obliged to compensate all damages and costs (including storage) incurred by the Seller due to the failure to deliver on time.

4.7 If the Buyer does not ensure payment of the Purchase Price in the manner and in the amount required by the Seller or within an additional reasonable period specified by the Seller, the Seller may immediately withdraw from the Purchase Contract in accordance with Article 3.10 of these GCTC.

4.8 In the event that the Seller in accordance with the above provisions requires the Buyer to secure its receivables from the Buyer arising from the concluded Purchase Contract or before concluding the Purchase Contract and the Buyer is unable to provide the required security, further performance of the Purchase Contract by the Seller or conclusion of Purchase Contract by the Seller will be possible only provided that all payments for the goods will be made before delivery of the goods to the Buyer (payment in advance).

#### **Article V. Terms of Delivery**

5.1 The Seller is obliged to deliver the goods to the Buyer according to the agreed delivery conditions (Incoterms 2010) and to hand over the documents relating to the goods.

5.2 Unless otherwise agreed, the Seller shall deliver the goods to the Buyer at the place of the Seller's registered office – according to the Ex Works delivery term.

5.3 In the event that an agreement has been reached on the place of delivery designated by the Buyer, the delivery is fulfilled by handing over the goods to the first carrier, where the goods are clearly marked as a delivery for the Buyer. All at the expense of the Buyer, unless otherwise agreed. In this case, the Buyer is obliged to ensure entry and arrival to the destination, as well as to define the place where the goods can be stored, and this must be a place where unloading is possible and realistic and where the health and safety of employees of the Seller (or carrier) and the recipient will not be endangered, and where the unloading of the goods will not be prevented by restrictions imposed by road traffic rules, rules for working with hydraulic loading equipment, or unsuitable terrain conditions. The Buyer is obliged to ensure that the recipient provides the Seller (or the carrier) with the necessary cooperation to unload the consignment at the given place. In the event that the Buyer does not secure a place in accordance with these conditions, the Seller (or carrier) is not obliged to unload the goods at this place, but the Seller has the right to unload the goods in a warehouse of a third party on the Buyer's behalf and at the Buyer's expense.

5.4 The Buyer or a person authorized by them is obliged to take over the goods, which is clearly marked as a delivery for the Buyer and is delivered in accordance with the accepted order, and is obliged to check the goods at takeover and by their signature and the Buyer's stamp confirm the takeover of goods on the delivery note containing the order number of the delivery note, Buyer's designation, type and quantity of delivered goods, date and place of delivery, name, surname and position of the person authorized to take over the goods. The Contracting Parties

have agreed that confirmation of delivery of the goods is a necessary requirement for the fulfilment of all obligations of the Buyer.

5.5 Non-collection of goods according to the Purchase Contract is a situation where the Buyer does not collect the goods in the agreed quantity according to the Purchase Contract during the term of the Purchase Contract, even though the Seller has prepared the goods for delivery at the agreed place of delivery. The Contracting Parties have agreed that the Buyer is obliged to take over the goods in accordance with the accepted order within three days from the date of delivery agreed in the accepted order.

After this period, the Seller will store the ordered goods in the dispatch warehouse free of charge (i.e. at the Seller's expense) for a period of 35 days.

For each subsequent day up to the day of collection of the goods, the Buyer will be charged a fee calculated as 0.1% of the value of the item in stock for each day started in addition to the tolerated days up to the day of export according to the formula: "*Number of days in stock (beyond the tolerated days) x total value of the item in stock x 0.001*".

If the Buyer refuses to take over the goods, it will be issued an invoice in the amount of 70% of the value of the goods.

In the event that the Buyer does not collect the goods even during this additionally agreed period, the Seller is entitled to sell the goods to a third party and the Buyer shall not have any rights or claims from this sale to a third party.

5.6 The Contracting Parties have agreed that the actual quantity of goods delivered is the quantity stated on the delivery note.

5.7 The Seller shall enclose a delivery note with each delivery of goods. This delivery note must be mutually confirmed by the Contracting Parties upon delivery and acceptance of the goods. The Seller is entitled to refuse to hand over the goods if the Buyer fails to provide a confirmed original of delivery note by a person authorized to take over the goods under the Purchase Contract or confirmed order, or a copy of the delivery note with the original signature of the person thus authorized to represent the Buyer.

5.8 When purchasing the goods in the form of a direct delivery, the Buyer undertakes to hand over to the Seller a delivery note confirmed with a stamp and signature immediately after taking over the goods. In the event of non-compliance with the condition, the Seller is entitled to immediately stop the remaining delivery of goods. If the delivery note confirmed by the Buyer is not available, or the Buyer has not fulfilled its obligation arising from this article within the specified period, the issued invoice is a proper document that replaces it. Takeover of the goods then means the day on which the taxable payment specified in the invoice is made.

5.9 At the moment of takeover of the goods by the Buyer, the Buyer assumes responsibility for the quantity and type of the purchased goods on the delivery note and the risk of damage.

#### **Article VI. Retention of Title**

6.1 The Seller reserves the right of ownership with regard to the sold goods until full payment of the Purchase Price agreed in the Purchase Contract and after fulfilment of all claims of the Seller arising for the Seller with regard to the Buyer from the Purchase Contract and/or GCTC and which the Seller asserted against the Buyer. The Contracting Parties have expressly agreed that, for the purposes of this provision on the retention of title, the Purchase Price means the Purchase Price including its accessories.

6.2 In the event of non-compliance with the payment terms by the Buyer, filing for bankruptcy against the Buyer's property, filing a proposal for restructuring of the Buyer's company, upon liquidation of the Buyer's company, the Buyer's right to sell any goods delivered by the Seller subject to retention of title shall cease to exist. In this situation, the Seller is entitled to take over the goods at its disposal. This has the effect of withdrawal from the Purchase Contract. Costs for storage, transport and other costs incurred as a result of retroactive transfer shall be borne by the Buyer.

#### **Article VII.**

#### **Responsibility for Defects and Return Policy**

7.1 The goods are sold in accordance with the relevant technical standards and the Seller draws attention to the fact that the goods must be stored and used according to the recommended technological methods of the Seller.

7.2 Seller's Return Policy which states the warranty conditions and method of lodging complaints is published on the Seller's website ([www.omslighting.com](http://www.omslighting.com)).

7.3 In the event of a defect in the goods, which has been duly reported in writing by the Buyer and recognized by the Seller as justified, the Seller shall repair or replace the defective goods. The Buyer is obliged to return the goods subject to complaint to the Seller exclusively in the condition and quantity in which it took it over. The Buyer may not apply a discount from the Purchase Price by failing to pay for the delivery of the goods or part thereof. In the event that the Buyer requests verification of the quality of the defective goods by an independent expert, it shall bear the costs associated therewith. The Buyer is not entitled to remove defects of the goods by itself or through a third party; in such case the warranty for the goods shall cease to exist.

7.4 The Buyer expressly accepts that lodging a complaint has no suspensive effect on the payment of the price of goods in full and within the specified due date.

#### **Article VIII. Grounds for Exemption from Liability**

8.1 It is not considered a breach of the Purchase Contract if the Seller is unable to fulfil its contractual obligations due to a circumstance that occurred independently of its will and prevents its fulfilment, unless it can be reasonably assumed that the Seller would avert or overcome this circumstance or its consequences, and that it could foresee this circumstance at the time of the commitment (in particular, but not exclusively, such circumstance shall be a war, strike, earthquake, flood, fire, terrorist attack, vandalism, power outage, natural disaster, natural catastrophe, electric overvoltage, industrial or labour disputes, street riots, embargoes, lack of manpower, materials, energy, or means of transport that have affected the Seller or any subcontractor, as well as circumstances caused by laws, directives, ordinances or decrees of any government or competent authority, etc.). Unless the Contracting Parties agree otherwise in writing, the contractually agreed terms shall be extended by the duration of the circumstances excluding liability (force majeure).

8.2 In no case the Seller assumes responsibility for any special, incidental, indirect or consequential damage, such as loss of profit, termination of the contract, damage to the property, damage to the use, purchase of a replacement or third party liability. The Seller is not liable for damage caused by placing the goods in an unsuitable environment, unless this environment is known to the Seller from an on-site inspection performed by an authorized and professional person on behalf of the Seller.

8.3 The Seller will be liable for injury or damage to property (product liability) only if it is proven that such injury or damage was caused by gross negligence of the Seller.

8.4 No legal action may be brought against the Seller later than one year after the occurrence of the cause and in any case not later than three years after the delivery of the products.

#### **Article IX. Confidentiality**

9.1 The Buyer is obliged to maintain confidentiality of all facts of which it learns in mutual cooperation, the disclosure of which to third parties would be capable of causing material or non-material damage to the Seller. The Buyer is also obliged to protect every information that meets the defining features of trade secrets pursuant to Section 17 of the Commercial Code, as amended, to protect, prevent misuse and prevent making it available to third parties, otherwise it shall be liable for damage that arises to the Seller as a result of a breach of this obligation.

9.2 Confidential information means, in particular, any materially recorded (verbal or visual) information provided and/or verbally communicated and materially recordable and perceptible facts, information, data, procedures, know-how, knowledge, project information, business plans, development plans and other plans, processes and operations, industrial property rights, market opportunities, business affairs, information about customer and goods, internal data, etc., copies thereof, all record media containing or disclosing such information, summaries of such information, summaries or extracts from them, including trade secrets pursuant to the Commercial Code, provided to the Buyer directly or indirectly and/or otherwise acquired by the Buyer, including findings by observation.

9.3 Confidential information means, in particular, information which cannot be disclosed to other persons (certain or indefinite) for the sake of the Seller and the disclosure of which to third parties could cause damage to the Seller or endanger its interests, as well as information of which that can be reasonably assumed, in the light of the foregoing, that by its nature or the circumstances in which it was provided, it is confidential and, in addition, information that has been marked as confidential in writing or orally by Seller (or provided with another similar unambiguous indication), including information that is or may be considered as a business secret of the party to the agreement, regardless of the way in which the party concerned became aware of it.

9.4 Confidentiality means, in particular, to keep confidential information strictly confidential, not to publish, disclose, make it available to third parties, nor allow such activities to be performed by third parties for other persons, and to carefully protect confidential information from such activities or theft. The concept of confidentiality also means not using confidential information to obtain benefits for oneself or others, or for one's own benefit or for the benefit of someone else.

9.5 The respective obligations of the parties with regard to confidentiality do not apply to information which

- a) was publicly known at the time of publication or became generally known to the public in a manner other than as a result of the breach,
- b) was known (supported by own records or other qualified evidence) before it was provided
- c) was published for to the fulfilment of an obligation arising from a law or other generally binding legal regulation, or a decision of a state authority.

9.6 The use of confidential information by the Buyer always requires the prior written consent of the Seller.

9.7 In the event of a breach of the obligation or obligations specified in this article of the GCTC by the Buyer, its employee, worker or partner, the Buyer is obliged to pay a contractual penalty of EUR 33,000 (in words: thirty-three thousand EUR) for each individual breach of obligation under this agreement. The contractual penalty is payable within fifteen (15) calendar days from the delivery of the notice of the contractual penalty application. The Buyer declares in a binding manner that the amount of the contractual penalty and the conditions of its imposition specified in this article of the GCTC are reasonable with regard to the nature, value and significance of the data, and agrees with the amount of the contractual penalty and the terms of payment.

#### **Article X. Communication**

10.1 Unless otherwise agreed in the contract, any notice or other correspondence related to the Purchase Contract must be delivered to the relevant contracting party in writing by post, courier service, fax, e-mail or delivered in person to the correspondence addresses of the contracting parties specified in the relevant Framework Purchase Contract, or to other addresses of which the contracting parties notify each other in accordance with this article of the GCTC.

10.2 Any notice or other correspondence shall be deemed delivered for the purposes of the relevant Purchase Contract:

- a) on the day of delivery of the consignment, if the consignment was delivered in person or by courier service, or
- b) on the fifth working day following the day on which the consignment is handed over for delivery at the post office, or

- c) in case of delivery via fax at the moment of printing a fax message stating that the notice was successfully sent, or
- d) in case of delivery via e-mail at the moment of receipt of the message about its delivery.

10.3 In the event of a change of the business name, address, registered office, bank, bank account number, or other details of the contracting party in relation to the relevant Purchase Contract, each contracting party is obliged to notify the other party of such change in writing without undue delay, otherwise it is deemed that the contract has been performed correctly according to the original data.

#### **Article XI. Personal data**

11.1. When signing the Framework Purchase Contract and/or the Purchase Contract, the Buyer is informed that the Seller processes personal data of natural persons provided by the Buyer to the Seller, in accordance with Article 6 para. 1 letter b) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, for the purpose of fulfilling obligations under the Framework Purchase Contract and/or Purchase Contract during the term of this Framework Purchase Contract and/or the Purchase Contract not later than until the expiration of the archiving period specified by the Seller. The Buyer, on behalf of natural persons whose personal data the Buyer has provided to the Seller, has the right to correct the processed personal data or the right to delete or restrict processing, or the right to object to the processing, as well as the right to data portability. The Buyer may exercise these rights via email to [dataprotection@oms.sk](mailto:dataprotection@oms.sk). The Seller is entitled to entrust a third person with the processing of personal data, including a third person established outside the territory of the Slovak Republic, provided that this person guarantees an adequate level of protection. If such personal data is provided or made available to the Seller at any time for the purposes of fulfilling the Seller's obligations under the contract, the Seller is entitled to request from the Buyer together with such data the submission of proof of consent given by the data subjects concerned to the personal data processing carried out by the Seller (including their provision or making them available to the Buyer), or proving the conditions enabling the processing of such personal data (including their provision or making them available to the Buyer) even without the consent of the data subjects concerned. The Buyer's liability for any breach of personal data protection with regard to the relevant persons concerned is not affected.

#### **Article XII. Final Provisions**

12.1 The mutual rights and obligations of the Contracting Parties are governed by the relevant Purchase Contract, the Framework Purchase Contract, the provisions of the GCTC, the Commercial Code and, in addition, by the provisions of the Civil Code, or other related legislation, respectively.

12.2 The Seller is entitled to change or supplement the GCTC at any time in connection with the development of the legal and business environment, and with regard to its business policy. The Seller shall determine the current wording of the GCTC by publishing it. For the purposes of the contract, the publication means making a document or information available on the Seller's website or in any other form appropriate in the Seller's discretion, whereupon the document or information will be effective, unless otherwise specified in the relevant document. The Buyer is entitled to express its disagreement with the change of the GCTC by a written notice delivered to the Seller within 15 days from the determination of GCTC by publication. If this is not the case, the amendments shall enter into force on the date stated therein. If the Buyer expresses its disagreement with the change of the GCTC within 15 days from the publication of the GCTC and no agreement is reached, the Seller is entitled to withdraw from the relevant Framework Purchase Contract. Withdrawal shall not affect the rights and obligations of the Contracting Parties resulting from the already concluded Purchase Contracts.

12.3 If any provision of the GCTC and/or the relevant Purchase Contract is invalid or unenforceable, or will become invalid or unenforceable in the future, such invalidity or unenforceability will not affect the validity or enforceability of other provisions of the GCTC and/or the Framework Purchase Contract and/or the relevant Purchase Contract. The Contracting Parties undertake to carry out everything that is or will be necessary to achieve the same objective as the Contracting Parties intended by such invalid or unenforceable provision.

12.4. All disputes arising from the Framework Purchase Contract and/or the Purchase Contract, including disputes over its validity, interpretation or cancellation, will be resolved before: the FACTUS Arbitration Court, with its registered office at: Bárdošova 2/A, 831 01 Bratislava, established by the Slovak Chamber of Medical and Technical Workers, Company Reg. No.: 42 140 251, (hereinafter referred to as the "arbitration court"); the arbitration shall be conducted in accordance with the internal regulations of the arbitration court in accordance with Slovak law, by one arbitrator appointed in accordance with the internal regulations of the arbitration court. The arbitration will be conducted in

the Slovak language. The Seller and the Buyer shall submit to the decision of the arbitration court and its decision shall be final, binding and enforceable for both parties.

12.5 During the contractual relationship established by the Purchase Contract, as well as after the termination of the contractual relationship, the Buyer undertakes not to perform anything and to ensure that the Buyer's employees and collaborators do nothing that could damage the Seller's reputation, in particular any unlawful conduct, immoral or inappropriate presentation in public or in the media.

12.6 The GCTC come into force on 01. 07. 2021. All contractual relations concluded between the Buyer and the Seller from the effective date of the GCTC shall be governed by the GCTC, unless stated otherwise.

Dojč, on 01. 07. 2021

**OMS, a. s.**