

1. General

1.1 These general commercial terms and conditions (deliveries) (hereinafter "**General Conditions**") of InoBat Auto j.s.a., registered seat: Dolná 5, 974 01 Banská Bystrica, ID. Nr.: 52 648 192 (hereinafter "**Principal**") form an integral part of contracts/orders on deliveries and services or on the performance of any other activities or work (hereinafter also referred to as the "**Performance**") between the supplier of Performance (hereinafter "**Contractor**") and the Principal (hereinafter "**contract**"). These General Conditions shall be deemed accepted and binding on the Contractor upon delivery of a written order by the Principal to the Contractor, the conclusion of a contract, as well as at the moment of delivery of Performance to the Principal, even if they have not been specifically agreed upon in a particular contract/order. These General Conditions shall also apply to future contracts with the Contractor.

1.2 These General Conditions form an integral part of any contract concluded by and between the Principal and Contractor (jointly as the "**Parties**" and each individually as the "**Party**") and apply in full extent, unless otherwise agreed in writing in an individual contract. In the event of any dispute or discrepancy between the mutual rights and obligations of the Principal and Contractor specified in these General Conditions and in a separate contract, the derogating arrangements of the Parties contained in such contract have priority over the wording of these General Conditions, but only in the scope of such derogating arrangement.

1.3 General terms of business of the Contractor shall only apply if and insofar as the Principal has explicitly accepted them in writing. Any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's general terms of business shall not constitute the Principal's acceptance of the applicability to the contract of such general terms of business. The Contractor's general terms of business shall also not apply if the Principal should accept any Performance in the knowledge that the Contractor has purported to deliver them on general terms of business of the Contractor that deviate from or are in conflict with these General Conditions.

2. Offer

2.1 Offers and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

2.2 In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has alternatives for an inquiry which is technologically or economically superior it shall additionally present this offer to the Principal.

2.3 Price increases or charges not expressly set out in the contract shall not be effective unless agreed to in advance in writing by the Principal.

3. Delivery Date, Changes in the Delivery of Performance

3.1 The Contractor must comply with the agreed dates of delivery of Performance, respectively. In case of the delivery of goods such compliance requires the delivery free of any defects to the Principal within the Principal's regular business hours accompanied by the required shipping documents to the address specified in the contract (hereinafter "**Place of Destination**"). If a delivery including assembly / service has been agreed, the delivery of the Performance free of any defects shall not be considered timely unless the assembly / service has been duly carried out as specified in the contract. If a formal acceptance procedure is stipulated by law or specified in the contract, the time specified for such acceptance shall be adhered to by both Parties. Advance deliveries of Performance or provision of Performance require the Principal's prior written agreement.

3.2 Together with the Performance, the Contractor shall, at its own expense and responsibility, provide all necessary documents related to the Performance and its delivery in accordance with the Principal's requirements, including but not limited to: a delivery note, a warranty certificate, a declaration of parameters or a similar document proving the quality of the materials used in accordance with Act No. 133/2013 Coll. on Construction Products and on Amendments and Supplements to Certain Acts, as amended, technological processing procedures, an emergency plan, and certifications/certificates issued by authorized entities.

3.3 If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial delivery of Performance shall by no means constitute a waiver of any rights or claims of the Principal due to late or partial delivery of Performance.

3.4 Any changes to the Performance to be provided require the prior written consent of the Principal.

3.5 If any documents are being prepared by the Principal to enable the Contractor to carry out the contract, it is the responsibility of the Contractor to request these documents or other support to be provided by the Principal according to the contract in due time.

3.6 The Principal's findings during acceptance are decisive in determining the delivered quantity of Performance at Place of Destination.

4. Sustainability

4.1 The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "**ESG Standards**"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct, as to be found at <https://www.inobat.eu/commercial-information>. The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall have the right to check adherence to the ESG Standards on the part of the Contractor, either itself or through third parties that it commissions, with prior notice to the Principal.

4.2 While performing the contract, the Contractor must adhere to the Principal's occupational health and safety and environmental protection requirements valid in the premises of the Principal, which it was made aware of.

4.3 The Contractor is obliged to comply with the conditions required by Slovak legal regulations and not to violate the prohibition of illegal employment and illegal work, which occurs through the non-fulfillment of conditions defined in § 2 of Act No. 82/2005 on Illegal Work and Illegal Employment and on Amendments and Supplements to Certain Acts, as amended (hereinafter referred to as "Act No. 82/2005").

4.4 Pursuant to § 7b(6) of Act No. 82/2005, the Contractor is required, upon the Principal's request, to provide without delay and to the necessary extent, documents and personal data of the individuals through whom the Contractor delivers Performance to the Principal. This is necessary for the Principal to verify that the Contractor is not violating the prohibition of illegal employment.

4.5 In the event that the Contractor violates the prohibition of illegal work and illegal employment and, as a result and/or in connection with this, the Principal is fined by the Labor Inspectorate pursuant to § 7b(5) and (8) of Act No. 82/2005, the Contractor is obliged to compensate the Principal for all damages incurred due to this penalty. The right to compensation for damages as described above includes, but is not limited to, cases where the fine is imposed for violating the prohibition on accepting performance provided by the Contractor through an individual whom the Contractor employs illegally.

5. Quality

5.1 The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. To this end, the Contractor shall use a quality assurance system with elements as per ISO 9001 or a similar system of equivalent standard. The Principal shall have the right to inspect the Contractor's quality assurance system with at least 24 hours prior notice, either by itself or through third parties commissioned by the Principal.

5.2 If the Performance is designed for use in the aerospace industry, the Contractor undertakes:

- a) to implement and comply with quality management requirements in accordance with the technical and quality standards of the aerospace industry (especially AS/EN 9100, AS 9110 a AS/EN 9120);
- b) to use exclusively subcontractors designated or approved by the Principal, including process sources;
- c) to inform the Principal about any non-conforming processes, products, or services related to the Performance, obtain the Principal's approval for their disposal, and, in the case of irreparable non-conformities, provide evidence of their destruction or return non-conforming Performance to the Principal;
- d) to prevent the use of counterfeit, falsified, or suspect parts and ensure that the Performance is not counterfeit or does not contain counterfeit goods, and, upon the Principal's request, provide confirmation of this fact;
- e) to inform the Principal about any changes in processes, products, or services, including changes in subcontractors or the location of production, and not to implement such changes without the Principal's prior approval;
- f) to transfer the Principal's quality requirements, including those of the Principal's end customer, to its subcontractors;
- g) to provide the Principal with test samples for prototype approval, inspections, or audits;
- h) to maintain documented information related to the Performance for at least the duration of its warranty period, but no less than 15 years from the date of its receipt by the Principal, and to dispose of such documentation in accordance with applicable regulations;

- i) to allow the Principal, its customers, and public authorities access to relevant facilities and applicable documented information, and to transfer this requirement to all levels of its (sub)supply chain;
- j) to inform the Principal without undue delay about the loss, suspension, or change in the scope of any certification or authorization;
- k) to allow the Principal to define requirements for the approval of goods necessary for the manufacture of the subject of delivery, processes, and equipment, and to secure prior approval from the Principal in the event of any changes;
- l) to allow the Principal to define requirements for the release of goods or the Performance.

5.3 The Contractor declares that it is aware of its significance within the Principal's (sub)supply chain, particularly with regard to:

- a) contribution to the conformity of the Performance;
- b) contribution to the safety of the subject of the Performance;
- c) the importance of adhering to high ethical standards.

6. Use of Subcontractors

6.1 Third parties (in particular any subcontractors) may only be employed/contracted or replaced by the Contractor with the Principal's prior written consent. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this in writing when submitting its offer.

7. Delivery, Shipping, Packaging, Passing of Risk and Title

7.1 Unless agreed otherwise, the delivery of goods shall be made "DDP Delivered duty paid (Incoterms 2020)", the delivery shall be accompanied by two copies of the delivery note, the packing list, cleaning and inspection certificates according to the agreed specifications and all other necessary documents. If known, the following details must be given in all shipping documents and – for packaged goods – on the outer packaging too: purchase order number, gross and net weight, number of packages and type of packaging (disposable / reusable), completion date as well as Place of Destination (unloading point) and consignee. For projects, the complete job number and assembly building must be given as well.

7.3 The Contractor shall notify the Principal in writing about the percentage of US controlled content.

7.4 The Contractor shall uphold the Principal's interests during the delivery. Goods must be packed with packaging materials approved for the Place of Destination as so to avoid damage during transport. The Contractor is liable as per the statutory provisions for any damage incurred due to improper packaging.

7.5 For domestic deliveries, upon the Principal's request the Contractor shall collect any accumulated outer packaging, transport and sales packaging from the Place of Destination following delivery and disposal of it or having this done by a third party.

7.6 The Contractor shall package, label and ship hazardous products according to the applicable national and international laws and regulations. The Contractor complies with all obligations for suppliers (pursuant to Article 3 (32) Regulation (EC) No. 1907/2006/EC (hereinafter "REACH") under REACH with respect to the delivery of goods. The Contractor shall in particular provide the Principal with a safety data sheet according to Article 31 REACH in the national language of the recipient country in all cases stipulated in Article 31 (1) to (3) REACH.

7.7 Up until the arrival of the goods specified in the contract with the documents mentioned in clauses 7.1 at the Place of Destination, the Contractor shall bear the risk of loss or damage. If the Parties have agreed a delivery inclusive of assembly / service, the risk of loss or damage shall pass to the Principal after the assembly / service has been duly completed in accordance with the contract.

7.8 The passing of risk of damage shall take place upon written acceptance by the Principal in the acceptance certificate in Place of Destination, unless the Parties agree otherwise. Payment of invoice balances shall not replace a formal acceptance.

7.9 Title to the Contractor's Performance or part thereof transfers to the Principal upon the Performance delivery to the Principal at the Place of Destination. The Principal fundamentally disagrees with any agreement involving any reservation of title on behalf of the Contractor. The Principal's acceptance of the performance offered by the Contractor with reservation of title does not constitute a declaration granting consent to such reservation of title.

8. Origin and Status of Goods

8.1 The Contractor declares the non-preferential origin of goods (country of origin) in commercial documents. Upon the Principal's request he will provide a proof / certificate of origin specifying the origin of the goods.

8.2 The goods must comply with the regulations for the preferential origin of goods as per the bilateral or multilateral agreements or the unilateral regulations for the origin of

goods pursuant to the Generalized Systems of Preferences (GSP), insofar as the delivery is within the scope of preferential trade.

9. Condition of the Delivery, Warranty, Complaints

9.1 The Contractor is responsible for delivering Performance free of defects, in particular compliance with the agreed specification of Performance, and, additionally, for ensuring that guaranteed properties and features are present. In addition, the Contractor guarantees that Performance meet the current technical standards and – if applicable – the generally recognized standards in plant safety, occupational medicine and hygiene; are delivered by qualified personnel and are in line with all pertinent legal regulations at the Place of Destination. If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contract fulfillment, and shall be CE marked.

9.2 The Contractor shall ensure that all materials contained in the goods have effectively been pre-registered, registered (or exempt from the obligation to register) and if relevant authorized in accordance with the applicable requirements of REACH for the uses disclosed by the Principal. If the goods are classified as an article according to Article 7 REACH the preceding sentence shall also apply to substances released from such goods.

9.3 The Contractor shall forthwith notify the Principal if a component of the product contains a substance in a concentration exceeding 0.1 mass percent (W/W) if this substance fulfills the criteria of Article 57 and 59 REACH (so-called substances of very high concern). This also applies to packaging products.

9.4 The Principal is entitled to request the Contractor to suspend performance, as well as to reschedule the contractually agreed deadlines and timeframes for Performance, without providing a reason.

9.5 The Principal is entitled to withdraw part of the performance from the Contractor and have it carried out by third parties at the Contractor's expense, regardless of the agreed prices for Performance, if the Contractor ceases to perform, falls behind the pace of the agreed Performance schedule, or fails to remedy defects.

9.6 The Principal shall notify any obvious defects to the Contractor within twenty (20) working days following delivery of the Performance. Any defects that only become apparent at a later point in time must be notified by the Principal within twenty (20) working days following their discovery.

9.7 In the event of any defects, the Principal has the right to demand rectification of such defects according to applicable law. The mode of rectification shall be at the Principal's discretion. The rectification location shall at Principal's option be either the Place of Destination or another delivery location for the Performance as required by the Principal. The Contractor shall bear the cost of rectification and must execute rectification in all respects in accordance with the Principal's instructions and requirements. If (i) rectification does not take place within thirty (30) days and in case of an emergency situation within 24 hours following the notice of defect unless the Parties agree otherwise, (ii) rectification has failed, or (iii) it is not necessary to fix a grace period for rectification, the Principal shall be entitled to claim further legal rights in the event of defects.

9.8 If rectification does not take place within the agreed period of time, if it has failed, or if it is not necessary to fix a grace period for rectification, the Principal has the right, in addition to the rights named in clause 9.5, to remedy the defects itself at the cost and liability of the Contractor, or allow this work to be undertaken by third parties. The Principal is in this case entitled to demand compensation from the Contractor for the required measures. A grace period for rectification is particularly unnecessary if there is a danger of unreasonably high damages and the Contractor cannot be reached. Any additional rights of the Principal concerning the Contractor's statutory liability for defects or under any guarantees shall remain unaffected.

9.9 Warranty shall be thirty (30) months after the passing of risk unless a longer expiration period is prescribed by law. The Principal shall not be deemed to have waived any of its rights to make claims under warranty in the absence of an express written waiver.

10. Infringing Property Rights

10.1 It is the Contractor's responsibility to ensure that the delivery of the Performance and the use thereof by the Principal pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding other legal claims, the Contractor shall indemnify the Principal from any third-party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights if these are based on a culpable violation of obligations by the Contractor. In this case, the Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and / or rectifying any infringements of property rights.

10.2 The license which will be granted by the Contractor and/or a third party to the Principal under this General Conditions, unless agreed otherwise by the Parties in the contract, shall be free of charge, worldwide, perpetual to the extent permitted by law, irrevocable,

non-exclusive, allowing for granting the sub-license to third parties and transferable to any third party.

11. Contract Penalties

11.1 If the Contractor is in a delay with the proper and full delivery of the Performance, the Principal may seek payment of a contractual penalty by the Contractor equal to 0.05% of the total price of the Performance for every calendar day of the delay.

11.2 If the Principal is in a delay with the due payment, the Contractor may seek payment of a contractual penalty by the Principal equal to 0.05% of the total price of the unpaid invoice for every calendar day of the delay.

11.3 If the Contractor does not remedy defects in a full and timely manner, the Principal may seek payment of a contractual penalty by the Contractor equal to 0.05% of the total price of the performance for every calendar day of the delay.

11.4 The right to a contractual penalty is without prejudice to the Principal's entitlement to full compensation for damages. The Principal's right to claim the contractual penalty from the Contractor under this article of the General Conditions is established immediately upon the Contractor's delay. The Contractor shall be obligated to pay the contractual penalty to the Principal upon receiving a written notice from the Principal demanding payment of such contractual penalty.

12. General Liability, Insurance

12.1 The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage shall be provided to the Principal upon request. Violation of the Contractor's obligations under this subsection of the General Conditions is considered a substantial breach of the contract, whereas the Principal is authorized to interrupt or postpone the payment, in addition to its other claims, as a result of violation of such Contractor's obligations, and the Principal is not in delay in such case. The Principal shall determine if the provided proof of the amount of insurance provides the sufficient coverage. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

12.2 The Contractor is obligated to report any damages caused by its activities to the insurance company without undue delay. Otherwise, the Principal is entitled to do so on behalf of and at the expense of the Contractor, for which the Contractor hereby authorizes the Principal.

13. Price of Performance, Payment Conditions

13.1 The agreed prices of the Performance are net of any applicable value-added tax. Invoices are to be issued for Performance provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the Performance being invoiced are subject. If self-billing (evaluated receipt settlement) is agreed, the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

13.2 The Contractor must provide a separate, auditable invoice for each contract, which must include all of the legally required information under Slovak law. The invoice must include the Principal's full order number, the contract number and, if applicable, the Contractor's delivery note number. Certificates of Performance provided and any other records are to be submitted with the invoice. Invoices must correspond to the information in the contract in respect of the Performance described, price, quantity, the order of the items and item numbers.

13.3 The Principal has implemented automatic receipt of electronic invoices, which enables the sending of invoices to the Principal's e-mail billing address: **accountspayable@inobat.eu**, to which the Principal agrees in accordance with the provisions of Section 71 (1) (b) of Act No. 222/2004 Coll. on Value Added Tax, as amended (hereinafter referred to as "Act No. 222/2004"), provided that the invoice meets the conditions agreed in the Agreement. The Parties acknowledge that an electronic invoice fully replaces a paper invoice if it meets relevant legal requirements and the Contractor is not obliged to send the invoice to the Principal in paper form. The Parties have agreed that they consider the delivery of an electronic invoice to the Principal's e-mail address as the submission and delivery of the bill for the Performance provided by the Contractor. The electronic invoice is considered to have been delivered on the day of its delivery to the Principal's e-mail box.

13.4 For deliveries of Performance completed under the terms of a contract, the Principal shall pay the related invoice within the defined payment term. If no payment term is agreed in the specific contract, the invoice payment term is thirty (30) calendar days. Unless agreed otherwise, the payment period shall commence as soon as an invoice that meets the applicable value-added tax requirements has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to determination of contractual compliance and completeness for the delivery Performance.

13.5 Payments are considered timely completed if they are sent by the Principal from its registered office or if it issues an order to make such transfer on the final day of the agreed payment term at the latest.

13.6 Payments by the Principal shall not represent an acceptance of the conditions and prices stated in the invoice and shall not constitute a waiver of the Principal's rights with regard to deliveries Performance that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

14. Other Arrangements

14.1 The Contractor may assign the rights and obligations under the contract with the Principal to third parties only with the prior written consent of the Principal.

14.2 The Contractor is not authorized to assign its receivables held against the Principal to any third party, pledge them or otherwise make them the subject of legal action (factoring).

14.3 The Contractor is required to notify the Principal forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

14.4 The Principal may assign the rights and obligations under the contract with the Contractor to any Inobat affiliated company.

14.5 The Contractor is only permitted to offset claims that are undisputed or substantiated by court judgement.

14.6 The Principal is authorized to unilaterally set-off any of its claims against the Contractor's payable and non-payable receivables.

14.7 The Principal is authorized to retain any payment of the agreed price of Performance from the Contractor if there is an ongoing claim for Performance delivered by the Contractor or as a result of the existence of claims from defects in delivery of Performance or claims from damages compensation, up to the total amount of the price for the Performance under the contract. Such retainage according to this section of this Article of the General Conditions may be implemented until the defects are remedied or claims are settled, or the full payment of the Principal's receivable by the Contractor.

14.8 The Principal and the Contractor find it necessary to determine the conditions for financial settlement in connection with the potential performance of the Principal as a guarantor for unpaid VAT pursuant to Act No. 222/2004. Therefore, they have agreed to adjust their mutual rights and obligations as set forth in sections 14.8- 14.16 of this Article of the General Conditions.

14.9 The Contractor solemnly declares that it is not a tax debtor, has no outstanding VAT liabilities, and there are no grounds for which its VAT registration could be canceled pursuant to § 81(3)(b) second point of Act No. 222/2004. The Contractor further declares that it is not listed in the register of persons whose VAT registration has been canceled under § 81(3)(b) second point of Act No. 222/2004, maintained on the website of the Financial Directorate pursuant to § 69(15) of Act No. 222/2004 (hereinafter referred to as the "List"). The Contractor solemnly declares that it has fulfilled its obligation under § 6(1) of Act No. 222/2004 and, as of the date of signing this contract, has published a bank account in accordance with § 6(6) of Act No. 222/2004. This bank account must be indicated on all invoices issued under the contract.

14.10 The Contractor is obliged to notify the Principal in writing without delay, but no later than within 3 days, of circumstances that would render it unable to pay VAT or part thereof from invoices issued or to be issued to the Principal for delivered Performance. The Contractor must also notify the Principal of any grounds that could lead to the cancellation of its VAT registration under § 81(3)(b) second point of Act No. 222/2004. Furthermore, the Contractor must notify the Principal in writing, within 3 days, if it is listed in the "List," providing the date of inclusion in the List.

14.11 If the Contractor fails to pay VAT listed on an invoice issued under and in connection with the contract or becomes unable to pay the VAT, and if the Principal knew or reasonably should have known at the time of the VAT liability's creation that the VAT or part thereof for the delivery of Performance under the contract would not be paid—where such sufficient reason includes the Principal's knowledge of facts listed in § 69(14)(a-c) of Act No. 222/2004—the Principal is entitled to withhold a portion of the invoices issued by the Contractor corresponding to the amount of the VAT.

14.12 The Principal is also entitled to withhold a portion of invoices issued by the Contractor for Performance corresponding to the amount of VAT on invoices issued after the Contractor's inclusion in the List. If the Principal withholds the VAT amount as described above, it will pay the withheld VAT to the Contractor's account once the Contractor provides clear evidence that the VAT from the issued invoice has been paid to the tax administrator (through a sworn statement and a confirmation of the personal account status issued by the tax administrator, proving no tax arrears). The Principal is entitled to withhold the VAT amount for the period during which the Contractor is listed in the List, but at least until the Contractor submits the aforementioned documents.

14.13 If the Principal withholds a portion of the invoices issued by the Contractor corresponding to the amount of VAT under Section 14.10 of this Article of the General Conditions, it will pay the withheld VAT amount to the Contractor's tax administrator account, published on the website of the Financial Directorate. The payment will be labeled by the Principal as if made by the Contractor, i.e., with a variable symbol: 1109mmrrrr, where mm represents the taxable period/month and rrrr represents the calendar year in which the VAT liability arose for the Contractor as indicated on the invoice.

14.14 The Principal and the Contractor agree that the Principal is not in default regarding the payment of an invoice to the extent of the withheld VAT amount if the situation described in Sections 14.10 and 14.11 of this Article of the General Conditions occurs.

14.15 If the Principal, as a guarantor, is required by decision of the tax office pursuant to § 69b of Act No. 222/2004 to pay unpaid VAT or part thereof on behalf of the Contractor, or if the tax office issues a decision to use the Principal's excess deduction or part thereof to settle the Contractor's unpaid VAT or part thereof, the Principal is entitled to demand compensation from the Contractor for the unpaid VAT or part thereof thus paid (hereinafter referred to as the "Regress Claim") and to withdraw from the contract.

14.16 The Principal is entitled to satisfy its Regress Claim from the withheld VAT amount under this Article of the General Conditions.

15. Termination of the Contract

15.1 In case of a contract for the performance of a continuing obligation such contract may be withdrawn immediately without notice for good cause. Grounds for good cause shall also include:

- a) a violation of contractual obligations by the Contractor which is not remedied within an appropriate period of time set by the Principal and combined with a threat of termination, or after issuing an unsuccessful warning notice by the Principal; or
- b) a considerable deterioration of the Party's financial situation which threatens to impact such Party's ability to perform its obligations under the contract and / or to discharge of its tax and / or social liabilities; or
- c) the further execution of the contract is or will be either entirely or partly impermissible due to legal or official regulations.

Further rights legally provided to the Principal regarding termination, withdrawal for good cause and rescission from the contract shall remain unaffected by this provision.

15.2 Either of the Parties may terminate the contract without giving a reason whereas the notice period is thirty (30) calendar days and commences on the 1st day of the month following delivery of the written termination notice to the other Party.

15.3 If the Contractor has acquired from the Principal any documents, records, plans or drawings within the scope of the contractual collaboration or for the purposes of fulfilling the contract the Contractor must forthwith hand them over to the Principal in the event of termination of the contract. These requirements apply likewise in the event of rescission.

15.4 In the event of termination of the contract, the Contractor must, at its own expense and regardless of the grounds for termination, forthwith dismantle and remove any plant, tools and equipment used and / or stored on the Principal's premises. Any waste or debris produced by the Contractor's work must be promptly removed and disposed of appropriately by the Contractor at its own expense. If the Contractor does not fulfill its duties in this regard, the Principal may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the Contractor if the work has still not been completed after a reasonable period of time has elapsed. These requirements apply likewise in the event of rescission.

16. Documents, Confidentiality, Rights of Use

16.1 The Contractor must provide to the Principal without delay the agreed quantity of any plans, calculations or other documents in order not to exceed the contractual deadline for execution.

16.2 The review of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the contract.

16.3 Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "**Principal Documentation**") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

16.4 The Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal Documentation (hereinafter "**Confidential Information**"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way. The Contractor is entitled to share confidential information with subcontractors approved by the Principal if the subcontractor requires this information in

order to fulfill the contract.

16.5 Confidential Information may not be used for any purpose other than fulfilling the contract. The aforementioned confidentiality obligation shall continue to apply after the contract has ended.

16.6 This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with the Contractor.

16.7 The Contractor shall ensure that its employees and other vicarious agents deployed to fulfill the contract are obliged to confidentiality according to the above confidentiality provisions by means of appropriate contractual agreements, too. Upon request, the Contractor shall confirm compliance with these obligations to the Principal in writing.

16.8 The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this Article of this General Conditions. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

16.9 The Contractor shall grant the Principal rights of use free from any restrictions as to area, content or time for all plans, drawings, graphics, calculations and other documents related to the contract, in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices, for the contractually agreed purposes or purposes implied as per the contract. This information may have either been prepared by the Contractor itself or by third parties.

16.10 Moreover, the Contractor shall grant the Principal an exclusive right to use and exploit work results that the Contractor created specifically for the Principal or had third parties create for the Principal, and shall obtain any necessary rights from third parties. Pre-existing rights of the Contractor or of third parties shall remain unaffected hereby.

17. GDPR

17.1 In case the Party, in the course of the performance of the respective contract, receive from the other Party or otherwise obtains personal data related to employees/subcontractors of the Parties (hereinafter referred to as "**Personal Data**") the provisions set out below shall apply.

17.2 If the processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the Party, the Parties shall only be entitled to process Personal Data for the performance of the respective contract. The Parties shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

17.3 If and to the extent permitted by applicable laws namely the General Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data (hereinafter referred to as the "GDPR") and Act No. 18/2018 Coll. on the protection of personal data and on amendments to certain acts (hereinafter referred to as "18/2018"), the Parties are entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract.

17.4 The Parties shall ensure that Personal Data is only accessible by its employees/subcontractors, if and to the extent such persons require access for the performance of the respective contract (need-to-know-principle). The Parties shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, the Parties shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

17.5 The Parties will not acquire ownership of or other proprietary rights to the Personal Data and are obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Party with regards to Personal Data shall be excluded.

17.6 In addition to its statutory obligations, the Parties shall inform other Party in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the

respective contract the Parties shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

18. Final provisions

18.1 The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal, or where this is unavoidable in order to fulfill the contract.

18.2 The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

18.3 The contract shall be construed and be subject to the substantive laws of the Republic of Slovakia particularly governed by the Act No. 513/1991 Coll., the Commercial Code, as amended with reference to the provision §262(1) of the Commercial Code with the exclusion of (i) the United Nations Convention on Contracts for the International Sale

of Goods ("CISG") dated 11 April 1980 and (ii) the applicable law rules in Slovakia on the conflict-of-laws.

18.4 At the Principal's option the place of jurisdiction shall be either the court competent for the Principal's registered office or the court competent according to the applicable law of the Republic of Slovakia.

18.5 The Principal is entitled to unilaterally amend these General Conditions and notify the Contractor of such changes. The Contractor is obliged to acquaint itself with the amended General Conditions. The requirement for the form of notification of changes to the General Conditions is fulfilled by the Principal's notification through publication on the website: <https://www.inobat.eu/commercial-information>.

18.6 These General Conditions enter into effect on 01.12.2024.