

## General Terms and Conditions of Sika Automotive Slovakia, s.r.o.

### 1. Introductory Provisions and Term Definitions

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") apply to the business relations between the buyer and Sika Automotive Slovakia s.r.o. with its registered office at Továrenská 49, Zlaté Moravce 953 01, Slovak Republic, Company ID No.: 35 927 259, registered in the Commercial Register of the Nitra District Court, Section: Sro, File No. 20326/B (hereinafter referred to as the "Seller").

1.2. The buyer refers to any legal or natural person – an entrepreneur with whom the Seller has entered into a business relationship (hereinafter referred to as the "Buyer"). For the purposes of these GTC, the Seller and the Buyer are hereinafter jointly referred to as the "Parties".

1.3. A business relationship refers to any delivery of goods or provision of services by the Seller to the Buyer.

1.4. Business relations (as well as other legal relations that may arise therefrom) with legal or natural persons – entrepreneurs are subject in particular to the provisions of the Commercial Code and/or the provisions of the Civil Code.

1.5. Goods refer to products or services that are included in the Seller's offer.

1.6. Goods produced according to the Buyer's special requirements refer to goods which have been specially ordered from the Seller's supplier for a particular Buyer on the basis of the specification provided by the Buyer.

1.7. Services refer to the provision of consultancy, expert, technical, and other support. Unless otherwise specified herein below, the provisions of these GTC on Goods shall apply *mutatis mutandis* to Services.

1.8. Delivery point refers to the Seller's registered office unless agreed otherwise.

1.9. The written form is maintained if the legal transaction is made electronically by email unless otherwise specified in these GTC.

### 2. GTC Validity and Changes to the GTC

2.1. The GTC apply to all business relations between the Seller and the Buyer, unless otherwise expressly agreed upon in a specific written contract, framework contract, or agreement. The provisions of the contract take precedence over the GTC.

2.2. The GTC shall remain in force until all business relations (e.g. settlement of claims arising from business relations) which have arisen or may arise between the Seller and the Buyer have been fully settled, in the version applicable at the time of the establishment of the business relationship, unless they are changed in accordance with the provisions of the present Article.

2.3. The Seller reserves the right to unilaterally update and modify the GTC at any time. The Seller shall notify the Buyer of the effective GTC by email.

2.4. Should any provision of these GTC become invalid or ineffective in any respect under applicable law, the validity, effectiveness, or legal correctness of the remaining provisions shall not be affected or impaired thereby.

### 3. Offer, Contract Conclusion, Orders

3.1. Business relations are realised by the Seller's confirmation of the Buyer's order, the conclusion of a purchase contract or a framework contract unless agreed otherwise.

3.2. The Seller reserves the right to non-binding and time-limited (informative) price offers (hereinafter referred to as the "Offer"). As a rule, the Seller's Offers shall be based on the price list applicable at that time. Therefore, irrespective of the indication of their validity, they shall always expire on the date on which the Seller's existing price list is replaced by the current price list.

3.3. For the purposes of these GTC, an order refers to a unilateral legal act (i.e. a proposal to enter into a purchase contract) of the Buyer addressed to the Seller in order to receive from the Seller the ordered performance in goods or services.

3.4. By sending an order to the Seller, the Buyer expresses their irrevocable and unconditional consent to these GTC.

3.5. The Seller shall deliver the goods to the Buyer on the basis of the Buyer's confirmed order unless agreed otherwise. The Buyer accepts the order confirmation in principle by electronic mail (email). The Seller requires that the order contains the following information:

- a) the business name, registered office, and registration of the Buyer, if the Buyer is a legal person;
- b) the business name, place of business, and registration, if the Buyer is a natural person – an entrepreneur;
- c) Company ID number, Tax ID number and VAT ID number, if the Buyer is registered as a VAT payer;
- d) identification of the requested goods (name and number of the goods, number of pieces);
- e) place of destination (i.e. where the goods are to be transported from the Seller's warehouse, which is the delivery point);
- f) the method of collection and transport;
- g) a description of the person authorised to order the goods;
- h) any specific requirements for the goods;
- i) any other information the Buyer considers relevant;
- j) the time of delivery;
- k) the Buyer's email address or telephone number.

3.6. If the Seller agrees with the contents of the Buyer's order, the Seller confirms its acceptance by sending a confirmation of its receipt (i.e. acceptance of the proposal to enter into a purchase contract) by electronic mail (email) (hereinafter referred to as "Order Confirmation"). Without Order Confirmation of the Buyer's order by the Seller, the Seller shall not be obliged to deliver the ordered goods to the Buyer.

3.7. The Seller has the right to invoice an administration fee of EUR 50 should the total value of the Buyer's order be less than EUR 500.

3.8. Orders placed by the Buyer are binding and cannot be cancelled or revoked unless agreed otherwise.

### 4. Price of Goods

4.1. The price of the goods shall be as set out in the Seller's current price list or as agreed upon in the contract.

4.2. On the date of issue of the current price list, the Seller's existing price list shall be invalidated, unless agreed otherwise. The Seller reserves the right to change price lists without prior notice.

## 5. Delivery Period

5.1. The delivery period shall commence on the date of Order Confirmation or conclusion of the contract according to stock levels and shall be set out in the Seller's order unless agreed otherwise.

5.2. The Seller reserves the right to determine the delivery period on an indicative basis.

5.3. If additional specification by the Buyer (e.g. the goods, their characteristics and other conditions) is required, the delivery period shall commence at the earliest on the date of the Seller's receipt of such specification.

5.4. If the Buyer has undertaken to provide cooperation or to fulfil the Buyer's cooperative obligations (e.g. to pay a deposit, to provide documents, etc.), the delivery period shall commence on the date of fulfilment of the Buyer's cooperative obligations.

5.5. The Seller's obligation to deliver the goods shall be fulfilled on the date on which the Seller notifies the Buyer in advance that the goods are ready for collection or dispatch (i.e. the date of delivery specified in the delivery note) unless agreed otherwise.

5.6. The Seller shall not be liable for damages or other claims arising from delay in delivery of the goods if such delay was caused by circumstances excluding liability on the side of the Seller or the Seller's subcontractor.

5.7. In the case of an agreed advance payment, the delivery period shall commence on the date on which the advance payment is credited to the Seller's account.

## 6. Delivery Terms

6.1. The Seller shall deliver the goods to the Buyer at the point of destination specified in the confirmed order unless agreed otherwise.

6.2. Upon receipt of the goods by the Buyer, the Buyer shall immediately check the completeness and quality of the goods delivered.

6.3. Upon receipt of the goods, the Buyer shall be obliged to confirm the delivery note with the specification of the delivered goods or any other document submitted by the carrier confirming the delivery of the goods.

6.4. The risk of loss, destruction or damage to the goods shall pass to the Buyer upon acceptance of the goods by the Buyer or a person authorised by the Buyer.

6.5. The Seller reserves the right to change the method of transport.

6.6. Unless agreed otherwise, the Seller shall bear the cost of transporting the goods from the Seller's warehouse. The Seller reserves the right to determine the minimum value of the delivery of the goods when transporting the goods. Unless agreed otherwise, the costs for express transport of the goods shall be borne by the Buyer. Unless agreed otherwise, the Buyer shall bear the costs for

the transport of goods transported directly from the factories or warehouses of the Seller's subcontractors.

6.7. The Seller reserves the right to make partial deliveries and the Buyer shall be obliged to accept partial deliveries.

6.8. If the Buyer refuses to take delivery of the goods on the basis of a confirmed order or a concluded contract, the Seller reserves the right to claim against the Buyer for transport costs incurred and to be incurred by the Seller for the delivery of the goods to the place of delivery and back, and also to claim against the Buyer for damages, etc. The goods must be in their original packaging without obvious signs of unpacking and accompanied by a document proving the acquisition of the goods (invoice, delivery note) with information about the return of the goods.

## 7. Payment Terms

7.1. The Buyer undertakes to pay the purchase price for the goods delivered, including any transport, packaging costs, surcharges, and value-added tax.

7.2. The Seller shall deliver to the Buyer an invoice for the delivery of the goods. The invoice shall have the form of a tax document.

7.3. The Seller shall be entitled to invoice for partial performance and the Buyer shall pay such invoice when due.

7.4. In the event of delay by the Buyer in payment of any invoice or part thereof, the Seller shall be entitled to charge the Buyer contractual default interest on the amount due at the rate of 0.5% for each day of delay.

7.5. In the event of delay in payment of any invoice or part thereof, the Seller shall be entitled to delay delivery of further goods to the Buyer until all of the Buyer's obligations to the Seller have been paid in full. During this period the Seller shall not be in default in the delivery of the goods.

7.6. The Buyer shall not be entitled to unilaterally set off any of their claims against the Seller's claims.

7.7. The Buyer shall be entitled to unilaterally set off any of their claims (even outstanding claims) against the Seller's claims.

7.8. An obligation shall be deemed to have been paid at the time when an amount equal to the amount of the obligation being performed is credited to the Seller's account.

7.9. On the basis of an order or a contract with the Buyer, payment of the purchase price of the goods may be made in the following ways:

- a) by bank transfer – the amount for the goods may be transferred to the Seller's account listed on the invoice;
- b) 100% advance payment inclusive of VAT (based on the Seller's advance invoice).

7.10. The Buyer acquires the ownership right to the object of performance only on the date of full payment of the purchase price at the moment of acceptance in favour of the Seller.

7.11. The Seller reserves the right, in the event of the occurrence of circumstances from which it appears that the deterioration of the Buyer's financial circumstances and/or other indicators of the Buyer (the Buyer's creditworthiness) threaten the performance of any claim of the Seller, to declare all claims from business relations with the Buyer immediately due and payable. At the same time, the Seller reserves the right to require that the Buyer make payments in

advance or to provide guarantees, which the Buyer undertakes to make or provide within a period of time to be determined by the Seller.

## 8. Ownership Right Reservation

8.1. The goods shall only become the property of the Buyer upon full payment of the purchase price for the goods, including any other claims due or to become due to the Seller against the Buyer, irrespective of the legal reason for their creation. Full payment shall refer to the crediting of the full amount of money to the Seller's account or confirmation of receipt of payment in cash.

8.2. The ownership right reservation shall not affect the transfer of risks under Article 6: Delivery Terms.

## 9. Complaints, Liability for Defects and Guarantee

9.1. Unless agreed otherwise, the Seller shall be liable for the completeness and integrity of the goods delivered until the goods are handed over to the first carrier.

9.2. Liability for damage caused by further transport or handling of the goods after the risk of damage to the goods has passed at the place of delivery shall pass to the Buyer.

9.3. In the event that the packaging of the delivered goods shows damage, the Buyer shall be obliged to immediately draw up a record of the damage event with the carrier on the delivery note, indicating the extent and type of damage to the packaging. In the absence of a record of the damage event, no claim for damage to the goods can be made against the Seller.

9.4. Article 9.3 also applies to the incompleteness of the delivery detected when taking delivery of the goods from the carrier.

9.5. If the Buyer discovers damage or incompleteness of the goods after unpacking, the Buyer shall be obliged to inform the Seller of this fact in writing, no later than 3 days following the discovery of the defect. The decisive moment is the moment of delivery of the complaint to the Seller.

9.6. The Buyer shall be obliged to return the claimed goods under Article 9.5 to the Seller (if required by the nature of the damage) together with a legibly and completely filled-in inspection report, which must contain basic data about the goods (order number usually indicated on the packaging and production number with date code for each returned package/piece, or photo documentation) to avoid any confusion.

9.7. When making a claim, the Buyer shall be obliged to submit to the Seller a delivery note indicating the returned goods or another document proving the acquisition of the goods (invoice) with the reason for the complaint and the date of the complaint confirmed by their signature.

9.8. The time period for complaint processing is 60 days.

9.9. The Buyer shall be entitled to have the returned goods replaced if even by repairing the returned goods the Seller would not be able to remedy the defect and the replacement of the goods shall take place following the Seller's written approval.

9.10. A hidden defect refers to damage to the goods caused by a defect in the material or its technological manipulation.

9.11. When a complaint is made or a defect is pointed out not in a proper and timely manner, the Seller reserves the right to exclude claims for defects in the goods and the complaint shall be deemed to be unfounded.

9.12. The Buyer shall notify the Seller immediately in writing of any defects in the goods which may cause damage. The Buyer shall bear the risk of damages arising from a breach of their obligations under the present Article.

9.13. A complaint shall not have a suspensory effect on the due date of the invoice through which the returned goods are invoiced.

9.14. The Seller shall be obliged to remedy the acknowledged defects, as a rule, by replacement (if identical goods are available in the Seller's warehouse at the time of the complaint), by credit note, or in another agreed manner, but no later than within sixty days of receipt of the complaint, unless agreed otherwise by the Parties or specified in the GTC. Defective parts of the goods that have been replaced shall remain the property of the Seller unless agreed otherwise. Other claims, in particular claims for indirect and consequential damages, are excluded from liability for defects.

9.15. In the event that the Buyer notifies the Seller of defects in the goods and no defects are found in the goods for which the Seller is liable, the Seller shall be entitled to claim against the Buyer compensation for the costs incurred by the Seller in establishing that the claim was unjustified.

9.16. The Seller shall only accept the return of goods whose delivery was made by a defect on the side of the Seller. Goods must be returned in their original packaging, with the delivery note or invoice attached, and with the reason for the return indicated.

9.17. The guarantee period shall commence upon receipt of the goods by the Buyer unless agreed otherwise. The guarantee period is governed by the provisions of the Commercial Code, as amended, and the guarantee statement, unless agreed otherwise.

9.18. The Seller guarantees the expressly guaranteed characteristics and faultlessness corresponding to the present-state-of-the-art technology. Changes to the construction or design of the goods made by the Buyer to the goods during the execution of the order shall not entitle the Buyer to a claim.

9.19. The guarantee does not cover:

- a) defects in the goods caused by use for a purpose other than that which is usual for the goods;
- b) unprofessional intervention by the Buyer or a third party;
- c) defective goods for which it cannot be proven that the defects were caused by the use of defective materials;
- d) defects in the goods caused by failure to observe the operating conditions or conditions of use as specified in the instructions or regulations or use of unsuitable chemical products;
- e) all other causes without fault on the part of the Seller, as well as other exceptions specified in the guarantee statement.

9.20. In connection with liability for defects and guarantee liability, the Seller shall not be obliged to remedy defects in the goods free of charge at any place other than the Seller's registered office.

9.21. The following documents are required for the application of the guarantee: a properly completed guarantee statement, an invoice or another proof of acquisition of the goods and a record of the inspection unless agreed otherwise.

9.22. The Seller reserves the right to request additional documents (e.g. photo documentation) when dealing with guarantee repairs and claims.

9.23. Repair or replacement delivery shall not extend the guarantee period.

## 10. Force Majeure

10.1. Both Parties shall be entitled to suspend the performance of their obligations under the contract or the confirmed order for the period of time during which the circumstances excluding liability (hereinafter referred to as "Force Majeure") persist, or in the event that the goods ordered are not available on the market within the period requested by the Buyer.

10.2. In such a case, the Seller shall inform the Buyer of an alternative extended delivery date or the impossibility of delivering the relevant goods at all, and the Buyer shall not thereby be entitled to any compensation from the Seller. The Buyer shall confirm their consent to this alternative performance to the Seller in writing by email within 3 days of the notification of the information. If the Buyer fails to do so, the Buyer shall be deemed to have withdrawn from the confirmed order or the concluded contract and the Seller shall cancel the undelivered goods from the order without further notice.

10.3. Force Majeure refers to an obstacle which has occurred independently of the will of the obliged Party and prevents the obliged Party from fulfilling their obligation if it is not reasonably foreseeable that the obliged party could have averted or overcome this obstacle or its consequences and furthermore that the obliged Party could have foreseen this obstacle at the time of the confirmation of the order or the conclusion of the contract. The following shall, in particular, be regarded as cases of Force Majeure: strike, epidemic, fire, flood, natural disaster, mobilisation, war, special (military) operation, insurrection, seizure of goods, embargo, prohibition of the transfer of foreign exchange, unlawful regulation of electrical energy consumption, terrorist attack, economic crisis, etc.

10.4. Force Majeure shall preclude a claim for contractual or other penalties against the Party affected by the Force Majeure.

10.5. If the continuation of a Force Majeure results in a material change in the factual, economic, or legal circumstances on which the Parties relied in confirming the order or concluding the contract, the obliged party shall have the right to withdraw from such contract or order. Such withdrawal shall terminate the contract or order at the earliest on the expiry of a period of 30 days beginning from the delivery of the notice of withdrawal to the other Party. Unless agreed otherwise, the Parties expressly agree that the obliged Party may withdraw from the contract or order if the duration of the Force Majeure exceeds 120 days.

## 11. Personal Data Protection

11.1. The Seller shall carry out any personal data processing in full compliance with current legislation. The Buyer shall be informed of the specific manner and extent of the processing of their personal data when obtaining such personal data.

## 12. Withdrawal from the Contract and the Order

12.1. Withdrawal from a (concluded) contract or a (confirmed) order is governed in particular by these GTC and the relevant general provisions of the Commercial Code, as amended.

12.2. Unless otherwise specified herein or in the contract, order or in a valid and effective law or another legal regulation, the Seller may withdraw from the contract or order upon a substantial deterioration of the Buyer's financial circumstances or if the Buyer breaches any of their obligations under these GTC or the contract.

12.3. Withdrawal from the contract or order shall be effective on the date of delivery of written notice of withdrawal to the other Party.

12.4. Withdrawal from the contract or order shall not affect the Seller's right to payment of the Seller's accrued claims and other claims arising out of the Seller's business relationships, the Seller's right to claim contractual penalties, storage charges, and other claims of the Seller.

## 13. Other Provisions

13.1. Should the agreed goods be stored in the Seller's warehouse for more than 3 days from the date of the agreed delivery date (delivery period), the Seller shall have the right to charge the Buyer a storage fee of 0.5% of the purchase price of the stored goods for each commenced day of storage.

13.2. The Seller shall not be liable for the suitability of the goods for a purpose other than that which is usual for the goods.

## 14. Final Provisions

14.1. The Parties undertake to resolve any disputes relating to the subject matter of the business relationship preferably always out of court or outside administrative proceedings, i.e. they shall always attempt such resolution. The Parties undertake to resolve any disputes arising during the course of the implementation of the specific business relationship amicably. However, if the Parties fail to reach an agreement, they agree that any dispute shall be settled before a competent court of the Slovak Republic.

14.2. The Buyer undertakes to maintain the confidentiality of facts of a confidential nature and confidential information which the Buyer has learned in connection with the business relationship with the Seller, as well as during the course of negotiations with the Seller, and not to communicate or disclose such information to third parties without the written consent of the Seller (except as provided by legal regulations).

14.3. The Buyer shall promptly notify the Seller in writing by delivery to the Seller's registered office address of any changes regarding the Buyer's registered office or changes in other important facts that may affect the business relationship between the Buyer and the Seller. Otherwise, the Buyer assumes all risks, damages, and costs incurred by the Seller as a result of the failure to notify the Seller of such change.

14.4. By delivering the order or contract to the Seller, the Buyer confirms that they have read the contents of these GTC, the price list and other agreements and that they agree with them without reservation.

14.5. Upon written request, the Seller shall notify the Buyer of the version of the GTC applicable at the time of confirmation of the order or conclusion of the contract.

14.6. The present GTC shall be governed by the laws of the Slovak Republic. The Parties agree, under Article 6 of the Vienna Convention on Contracts for the International Sale of Goods, that they shall not apply to the confirmed order or concluded contract.

14.7. These GTC are valid from 13 March 2023.