

General Terms and Conditions of Sika Slovensko, spol. s r.o.

1. Scope

- 1.1. The subject of these General Terms and Conditions (hereinafter referred to as "GTC") is the regulation of relations between the seller - Sika Slovensko, spol. s r.o., Pri majeri 21, 831 06 Bratislava, ID No.: 31 359 710, registered with the District Court Bratislava I, section: Sro, insert number 5879/B (hereinafter referred to as the "Seller") and a natural person – an entrepreneur - or a legal person as a buyer (hereinafter referred to as the "Buyer") in the sale of goods or the execution of work by the Seller (hereinafter referred to as "Deliveries" or "Goods"), where the Seller is the exclusive seller of these products on the territory of the Slovak Republic.
- 1.2. Any changes to these GTC may only be agreed upon in writing. Application of the Buyer's general terms and conditions is excluded.
- 1.3. The Buyer declares that, prior to the conclusion of the contract, he/she has become familiar with the relevant applicable valid product data sheets issued and approved by the Seller (hereinafter referred to as the "Product data sheets") and valid safety data sheets issued and approved by the Seller and undertakes to comply with them.

2. Ordering Goods

- 2.1. The Buyer creates an order on the basis of a price offer issued by Seller (hereinafter as "Quotation") or public price list of the Seller's Goods published on www.sika.sk (hereinafter as "Public price list" or "price list"). The contract may also be concluded electronically.
- 2.2. A contract between the Seller and the Buyer is formed upon order confirmation by the Seller. The order is considered duly completed if it contains the following information: Quotation number, identification of the contract or other identification, if issued by the Seller, exact identification of the type and quantity of ordered goods, purchase price of all items of Goods and delivery price, based on Quotation or valid written agreement on discounted price from the Public price list, business name of the buyer, address of the buyer's registered seat / place of business, ID number, VAT number and VAT number, if applicable, email and telephone contact of the buyer, name and surname of the contact person for the buyer, address and place of delivery of goods. The order is considered a proposal to conclude a contract with the seller.
- 2.3. Quotations, declarations, and other conditions of the Seller made prior to order confirmation are non-binding, and the Seller is not obliged to enter into a contract with the Buyer under such conditions.
- 2.4. The Seller is not obliged to confirm the order.

3. Price of Goods and Costs Associated with Transport

- 3.1. All prices of Goods and any other costs are quoted in Euro excluding VAT. The prices of Goods might not include the costs associated with their transport, packaging and any other services to which the terms

of the delivery of the Seller are applicable (hereinafter as "Terms of delivery").

- 3.2. The amount of the purchase price stated in the order is determined in accordance with the Seller's valid Public Price List or valid Quotation sent by Seller. Discount from the purchase price from Public price list might be granted by the Seller. The value of the purchase price agreed by the acceptance of the order or otherwise agreed, is binding only on the precondition that the Seller procures raw materials and services at a price corresponding to the price of the procured raw materials at the time of delivery of the Goods. This provision prevails over contractual arrangements between the Buyer and the Seller.
- 3.3. The Seller has the right to unilaterally change the purchase price by the amount representing the change in production costs, in particular, in their material, transport, and wage components, as well as in indirect costs (e.g. energy prices, rent, depreciation, increase in taxes, customs duties, and insurance prices) (hereinafter referred to as '**Production Costs**'). The decisive time for assessing price changes in Production Costs is the time of confirmation of the order for the Goods and the time of their delivery to the Buyer, or the date of expiration of the delivery period for the Goods. If there is a reduction in the price of the Production Costs between the time they are incurred by the Seller and the time of delivery of the Goods or the expiration of the delivery period pursuant to the preceding sentence, the Seller is entitled to claim payment of the purchase price in an amount reflecting the Production Costs at the time they were incurred.
- 3.4. In the event of the Seller's delay in delivering the Goods, the Seller is entitled to require a change in the purchase price in accordance with the terms of this Article, whereas the Buyer is not entitled to require a reduction in the purchase price.
- 3.5. The Seller is obliged to exercise the rights from the price clause pursuant to this paragraph with the Buyer within 30 calendar days at the latest from the day of delivery of the Goods, otherwise the rights and obligations of the parties from the price clause are extinguished.
- 3.6. Before fulfilling the obligation to deliver the Goods, the Seller is entitled, by means of an advance invoice, to call upon the Buyer to pay an advance payment for the purchase price, transport costs, and other related payments, up to their full amount. Until payment has been duly made, the Seller is not obliged to deliver the Goods and is not in default of this obligation.
- 3.7. The amount of the costs associated with the transport of goods depends on the quantity and value of the ordered Goods and is governed by the Terms of delivery or agreed between the Buyer and the Seller. The Buyer must, without undue delay, also pay to the Seller other ordinary costs and charges which he is notified of by the Seller; in particular the cost of packing the Goods, handling and delivering Goods in locations with difficult access and administrative charges if applicable. The purchase price further

means the price for the Goods including the costs pursuant to this clause.

4. Delivery of Goods

- 4.1. Unless otherwise agreed in written or specified in order confirmation issued by Seller, the place of delivery is registered seat of the Seller.
- 4.2. The Seller does not provide instruction, assembly or other services related to the use of the Goods, unless agreed by the parties in writing.
- 4.3. Liability for damage, the risk of damage to the Goods and ownership to the Goods passes to the Buyer at the moment of handing over the goods by the Seller to the Buyer, or when the Seller hands over the Goods for transport to the place of delivery.
- 4.4. The Seller is also entitled to deliver the Goods in parts.
- 4.5. The Seller is entitled not to deliver ordered goods to the Buyer if the Buyer has not fulfilled the obligation to satisfy any outstanding receivable with respect to the Seller duly and on time, including receivables from any other mutual contracts, until the time of their proper payment. The Seller is not in default during this period.
- 4.6. In the event of non-acceptance of the Goods by the Buyer within the stipulated period, the Seller is entitled to demand from the Buyer the ordinary storage fee and compensation for additional costs, and/or to rescind the contract.

5. Delivery periods

- 5.1. Delivery periods are only binding if they have been expressly confirmed by the Seller on a case-by-case basis in the contract or order confirmation, however, not before the seller has received all the information and documents from the buyer for the proper performance of the contract.
- 5.2. The agreed delivery periods rest during the period in which the Seller has been unable to deliver the Goods for reasons on the part of the Buyer or objective obstacles. An objective obstacle is, in particular, force majeure, unavailability of materials on the market, delay of the Seller's suppliers, decisions of competent authorities, etc. In the event that the goods cannot be delivered even after 90 calendar days have elapsed from the original delivery date, the Seller is entitled to rescind the contract.
- 5.3. Handing over the Goods to the Buyer is subject to the signing of a delivery note by an authorised person on behalf of the Buyer.

6. Invoicing and Payment Terms

- 6.1. The Seller is subject to VAT. VAT will be added to the purchase price at the statutory rate.
- 6.2. Invoices are payable within time agreed written between Seller and Buyer or stated in Seller's Quotation.
- 6.3. The Seller is entitled to invoice the price of the Goods after delivery or before delivery, also in relation to individual Goods separately.
- 6.4. If the Buyer fails to pay an invoice more than 30 days past due or fails to fulfil other obligations, the Seller is entitled to shorten the due date of individual issued

(due or outstanding) invoices and to rescind the contract.

- 6.5. In the event that the Buyer fails to pay any amount due to the Seller, the Seller is entitled to claim from the Buyer payment of a contractual penalty of 0.25 % of the amount due for each day of the delay.

7. Liability for Defects

- 7.1. The characteristics of the Goods supplied by the Seller comply exclusively with the technical characteristics of the Goods specified in the valid Product data sheets until the expiry date indicated on the packaging of the Goods or, in the case of Goods without a printed expiry date, until the time of delivery. The Seller is not liable for defects caused by the processing of the Goods.
- 7.2. The Buyer must notify Seller of the damaged packaging and incorrect quantity of the Goods, detected in documentary form, immediately upon receipt of the Goods. The Buyer must notify Seller of the defects due to the quality or performance flaws of Goods, detected in documentary form, at the latest within 5 working days after their discovery. At the same time, relevant evidence and samples of the defective Goods, if the defect arises from the quality or performance of the Goods, must be submitted to the Seller; otherwise, the Buyer's rights arising from defects in the Goods are extinguished.
- 7.3. The Buyer is obliged to store the defective Goods at his own expense for a reasonable period of time, at least 30 days from the notification of the defect, for the purpose of examination of the defect by the Seller or by a third party designated by the Seller. Removal of defects in the Goods by the Buyer prior to their examination by the Seller entitles the Seller to non-recognition of Buyer's rights arising from any claim for defects in the Goods, or to the rejection of the claim by the Seller. This also applies if the Goods are sent by the Buyer to a third party for examination before the Seller has examined them.
- 7.4. The Buyer undertakes to use and process the Goods in accordance with the information pertaining to the product, mainly in the Product data sheets, on the packaging, or in any other document relating to the Goods issued and approved by Seller and handed over to the Buyer. Otherwise, the Buyer is not entitled to any compensation in relation to defects in the Goods.
- 7.5. The prerequisites for compensation in relation to claims for defects in the Seller's Goods are as follows: (i) the defects of the Goods have demonstrably occurred as a result of Goods not meeting the Product data sheet requirements, and, (ii) the Buyer has notified the Seller in writing without undue delay of any existing damage or imminent danger of damage and defects in the Goods, and (iii) that the Goods have been properly stored, maintained and/or used prior to the expiry date, and (iv) the damage or defect in the Goods has not occurred as a result of unprofessional handling of the Goods by the Buyer or any third party or as a result of external causes, including force majeure, the influence of third-party products or mechanical impact and damage to the Goods.

- 7.6. In the case that a claim for defects in the Goods is recognised by the Seller, the Seller is entitled to decide if he provides the Buyer with discount of the Goods purchase price or replaces the flawed Goods with another suitable Seller's products.
- 8. Goods and Packaging Return Policy**
- 8.1. The Buyer may request the return of the Goods or the packaging of the Goods (in particular the pallets used to transport the Goods) by an electronic message or in documentary form. The Seller is entitled, but not obliged, to accept the Goods or packaging delivered to the Buyer if the Goods or packaging are undamaged and returned in their original condition together with the relevant documentation. The conditions of returning the packaging (pallets) are governed by the Seller's Packaging return policy provided to the Buyer, otherwise published on www.sika.sk. The conditions of returning the Goods are governed by separate documents, if issued by the Seller and provided to the Buyer.
- 8.2. The Seller is entitled to refuse to accept the return of Goods or packaging without stating a reason, unless the Buyer's rights arising from defects in the Goods or a claim in accordance with these GTC or legal regulations are invoked.
- 9. Final provisions**
- 9.1. The contractual relationship between the Seller and the Buyer is governed by Slovak law. Courts of the Slovak Republic are competent to hear disputes arising from this relationship.
- 9.2. The Buyer is not entitled to unilaterally set off receivables against the Seller's receivables. The Seller is entitled to unilaterally set off outstanding receivables against the Buyer's receivables.
- 9.3. The Buyer is not entitled to assign the rights or delegate the obligations under the contract to a third party. The Seller is entitled to assign the rights or delegate the obligations under the contract to a third party without the consent of the Buyer.
- 9.4. The agreements of the Parties are without prejudice to the Seller's right to damages whose amount, in the case of an obligation secured by a contractual penalty, may exceed such a penalty.
- 9.5. The Parties agree that the Buyer is entitled to damages for any breach of the Seller's obligations in the maximum amount of twice the value of the Goods excluding VAT, the costs of transport of the Goods, and other costs.
- 9.6. The Buyer's monetary compensation shall be set off first against the contractual penalty, damages, penalty interest, or other ancillary claim related to the Seller's receivable, and then against the principal amount which is due first.
- 9.7. The Seller is not in default in the performance of its obligations under the contract, and is not liable for damages if the non-performance of an obligation was the result of an objective fact which the Seller was unable to foresee or avoid, in particular, due to force majeure, decisions of competent authorities and courts, delays of suppliers, inability to provide the necessary material, labour or other things or services necessary for the fulfilment of the Seller's obligations under this Contract, etc.
- 9.8. These GTC come into force and effect on July 15, 2022.