

General Terms and Conditions for Delivery and Sale

I. Scope of Application

- 1) These General Terms and Conditions for Delivery and Sale apply to all business transactions between our company as a Seller and a Buyer, even if they are not referred to in other contracts.
- 2) Any terms and conditions of the Buyer that are inconsistent with, conflict with, or are otherwise in addition to these General Terms and Conditions for Delivery and Sale will not become part of any contract unless we expressly agree to them in writing. These General Terms and Conditions for Delivery and Sale will also apply if we deliver contract goods and services to the Buyer without any reservation, knowing that their terms and conditions are contrary to or in conflict with these General Terms and Conditions for Delivery and Sale.
- 3) All provisions which supplement or conflict with these General Terms and Conditions for Delivery and Sale and which are agreed with the Buyer for the purpose of fulfilling the contract must be included in such contract in writing. This also applies to the revocation of the requirement of the written form.
- 4) Any statutory rights, other than those set out in these General Terms and Conditions for Delivery and Sale, which we may be entitled to under law remains unaffected.

II. Conclusion of the Contract and Amendment of the Contract

- 1) Our offers are non-binding, do not automatically create a commitment and are subject to change without notice.
- 2) Orders become binding only after they have been confirmed in writing by us. Confirmations of orders issued by automated systems and not bearing the signatures or names of the authors will be deemed to be written confirmations. Failure to respond to offers, orders, requests or other representations by the Buyer will not be deemed to be an acceptance on our part. If our order confirmation contains obvious errors, typos or miscalculations, this order confirmation will not be binding on us.
- 3) Any changes or additions to the agreed provisions, including but not limited to these General Terms and Conditions for Delivery and Sale, must be confirmed in writing in order for them to be valid.

III. Delivery Time

- 1) All delivery times and all delivery dates must be agreed in writing.
- 2) The delivery period shall commence from the date of dispatch of our order confirmation, but not before the Buyer has submitted all necessary documents, permits and releases and until the agreed deposit has been paid.
- 3) The delivery period shall be deemed to have been met if the goods have left the manufacturing plant or if we have informed the customer that they are ready for dispatch before the expiry of the delivery period. Delivery of the goods is subject to the proper and timely delivery of the raw materials, goods and services to us.
- 4) Delivery times will be extended by the period during which the Buyer defaults on its obligations to us, notwithstanding our rights in respect of the Buyer's default.
- 5) If the delivery of partial deliveries within a certain period of time has been agreed upon, an approximately equal distribution of these partial deliveries will be deemed to have been agreed, either on the basis of the delivery schedule required by the Buyer or by mutual agreement.
- 6) If acceptance has not been notified or a release order has not been issued within 3 months of the expiry of the agreed delivery period or if a final period has not been agreed and acceptance has not been notified or a release order has not been issued by the end of one year at the latest, we will be entitled to deliver the goods and issue an invoice or to withdraw from the contract after the expiry of a reasonable extended period without outcome. This does not apply if we caused the delay. Our right to compensation for damages will not be thereby affected.
- 7) If doubts arise as to the solvency of the Buyer, in particular if the Buyer suspends their payments or if bankruptcy proceedings are filed against their assets, we reserve the right to require the provision of adequate guarantees before fulfilling our obligations or the right to withdraw from the contract. For first orders, we again reserve the right to require payment in advance or on delivery.

IV. Scope of Delivery

- 1) Our written order confirmation is binding for the scope of delivery. Goods are subject to alterations unless such alterations are material and can be reasonably accepted by the customer.
- 2) We reserve the right to deliver a reduced or increased delivery of up to 10% of the scope of delivery. The actual quantity delivered will be invoiced.
- 3) Partial deliveries are permissible.
- 4) The delivered quantities are invoiced based on actual weights from certified weighing equipment-

V. Assumption of Risks

- 1) Unless otherwise stated in our order confirmation, the risk passes to the Buyer as soon as the goods are handed over to the person carrying out the transport (start of loading). This will also apply if the order is divided into partial deliveries or if we have assumed additional performance, such as transport costs.
- 2) If shipment is delayed for reasons on the part of the Buyer, the risk passes to the Buyer after the Buyer has been informed that the goods are ready for shipment. Storage costs incurred after the transfer of risk will be borne by the Buyer.
- 3) Without prejudice to its warranty claims, the Buyer is obliged to accept the delivered goods, even if they have minor defects.
- 4) Unless otherwise stated in the order confirmation, the goods are insured against damage caused by transport, late delivery and other risks only at the express request of the Buyer and at their expense.

VI. Dispatch and Packaging

- 1) Unless otherwise agreed, delivery will be ex-works.
- 2) Unless otherwise agreed, the type of dispatch and packaging is at our discretion.
- 3) Packaging that is not accounted for separately will not be taken back. If the packaging is charged separately, half of the amount charged will be refunded if the packaging is returned without shipping within 3 months of the invoice date in a clean and usable condition. Packaging with multiple items cannot be returned under any circumstances.
- 4) Returnable packaging must be returned to us within 3 months of the invoice date in a clean and perfect condition, without a shipping charge. If this time limit is exceeded, the return packaging will be charged to the Buyer at the replacement price. If the returnable packaging has already been handed over to us at the time of the invoice, the invoice for such packaging will be void.

VII. Prices

- 1) Our prices are based on the respective production costs. We reserve the right to adjust the price irrespective of the offer and order confirmation if production-related price increases, in particular increases in raw material and energy prices, occur up to the date of delivery.
- 2) Unless otherwise agreed, our prices are quoted in Euros and "ex works" but without packaging. Prices do not include any taxes or charges.
- 3) Unless otherwise agreed, invoiced amounts must be paid within 30 days (receipt of payment) of the invoice date without any deductions. Discounted invoices will only be accepted if expressly agreed by the parties and only upon payment. Bills of exchange and cheques will only be deemed to be payment after they have been cashed. The costs of discount and collection will be borne by the customer.
- 4) The Buyer's credit notes will only be deemed to be an invoice if both parties expressly agree to the same. In this case, the invoiced amounts must be paid within 30 days (receipt of payment) after delivery of the goods without any deductions, unless otherwise agreed.
- 5) If the customer is in default, we will be entitled to charge default interest at the rate of 8% p.a. above the applicable base interest rate on the overdue amount without sending a separate reminder and without prejudice to other rights.
- 6) The Buyer will only be entitled to set off if their counterclaims have been assessed as final or undisputed and have been accepted by us.
- 7) Each payment will be set off against previous invoices due. If costs and interest have already been incurred, we will be entitled to set off the payment first against the costs, then against the interest and finally against the principal receivable.

VIII. Reservation of the Title

- 1) Title to all goods supplied by us ("retention of title goods") will remain in our possession until the Buyer has paid all present and future liabilities incurred in connection with their business transactions with us. The Buyer will treat the retained title goods with due care throughout the period of retention of title. In particular, they will sufficiently insure the delivered goods at their own expense for their full value against all damage caused by fire, water and theft. The Buyer will already assign to us all claims for damages arising from this insurance. We hereby accept the assignment of claims. In the event that such assignment is not permissible, the Buyer hereby irrevocably authorizes its insurance company to make all payments exclusively to us. Further claims on our part remains unaffected. The Buyer will be obliged to provide proof of the insurance policy at our request.
- 2) The Buyer is entitled to resell the retention of title goods only in the ordinary course of business. The customer is not entitled to pledge, transfer as collateral or take any other measures that could endanger our property. If the Buyer extends the due date to its customers, it may only resell the retention of title goods if the title to the goods sold remains with them on the same terms and conditions as the title to the retention of title goods remains with us.
- 3) The Buyer hereby assigns to us all claims from the purchase price against their customer arising from the resale, regardless of whether the retention of title goods are resold without processing or after processing. They will serve as security to the same extent as the retention of title goods. In the event that assignment of the claim is not permissible, the Buyer hereby irrevocably directs that all payments due are to be made exclusively to us. The Buyer is irrevocably authorised to collect the receivables assigned to us for our account and on their own behalf and on the basis of this assignment. They are obliged to promptly remit to us all sums recovered. We will be entitled to revoke the Buyer's authorisation to collect such receivables and to resell the goods at any time if the Buyer defaults on their payment obligations to us, becomes in default, ceases their payments or if insolvency proceedings are filed against the Buyer's assets.
- 4) If the Buyer resells the retention of title goods together with other goods that we have not delivered for a certain total price, the receivable from the sale of the goods will be assigned only up to the value of the retention of title goods sold.
- 5) The processing or transformation of the retention of title goods is always carried out for us. The Buyer's conditional right in relation to the retention of title goods will remain in force for the processed or transformed items. If the goods are processed, combined or mixed with other items that are not in our possession, we acquire co-ownership of the new items in the proportion of the value of the goods delivered to the other processed items at the time of processing. The Buyer stores the new items for us. The same conditions apply to the items resulting from processing or transformation as apply to the retention of title goods.
- 6) If the monetizable value of the securities provided to us exceeds the secured liabilities in aggregate by more than 20%, we are obliged to release any securities we may elect to reduce such excess amount at the request of the Buyer. These values must be calculated on the basis of the invoice value of the retention of title goods and the nominal value of the liabilities.
- 7) If a reservation of title clause under Section VIII is not valid under the law of the country in which the retention of title goods are located, a security will be deemed to have been agreed which has a purpose as nearly as possible the same as that of that clause and which is legally permissible in that country. If this requires additional measures, the Buyer will take all necessary steps to provide us with such security without delay.
- 8) The Buyer is obliged to inform us immediately of any seizure or other measures affecting our rights.

IX. Warranty Claims

- 1) In order to claim under the warranty, the Buyer must inspect the goods delivered by us immediately upon receipt and notify any defects in writing immediately, but no later than 15 calendar days after receipt of the goods. Hidden defects or defects that cannot be objectively detected by inspection upon receipt must be notified to us by the Buyer immediately upon discovery. The Buyer must describe the defects in writing when notifying us.
- 2) Defect notifications without the exact batch number and item identification data relating to the batch will be invalid.
- 3) Illustrations, drawings, weight, dimensions, colour, durability and other descriptions of goods given in the documents relating to the offer are approximate only. They do not constitute an agreement or warranty as to these characteristics of the goods. Samples warrant only professionally manufactured products similar to the sample and do not constitute an agreement or warranty of fitness for a particular purpose.
- 4) In the event of defects, we are entitled to choose one of the following forms of subsequent performance: either to rectify the defect or to deliver a new item without defects.
- 5) If we are unable or unavailable to carry out the subsequent performance, the Buyer is entitled to withdraw from the contract or reduce the purchase price, whichever is preferable. The same applies if subsequent performance fails, cannot be reasonably ordered by the Buyer or if subsequent performance is delayed beyond a reasonable time for reasons caused by us.
- 6) The Buyer's right to withdraw from the contract is excluded if the Buyer cannot return the goods provided, if this is not due to the fact that the return of the goods is not possible due to the nature of the goods received, if this is not due to us or if the defect has only become apparent after the goods have been processed or transformed. The right of withdrawal is also excluded if we are not liable for the defect, if we have to pay the replacement value instead of restitution of the goods or if we have supplied custom-made goods.
- 7) The limitation period for the Buyer's warranty claims is one year, provided that the goods have not been used or installed in accordance with their normal use, unless the applicable legislation stipulates a different period. It also applies to claims arising from a wrongful act caused by a defect in the goods. The limitation period begins to run upon delivery of the goods. Our unlimited liability for damages arising from breach of warranty or damage to life, health or bodily injury, for wilful misconduct or gross negligence and for product defects will remain unaffected. Our statement on a warranty claim made by the Buyer is not to be deemed to enter into negotiations on the claim or on the circumstances justifying the claim if we reject the claim in its entirety.

X. Liability

- 1) We are fully liable for damages resulting from breach of warranty. We are only liable for negligence if there has been a breach of an essential obligation arising from the nature of the contract which is of particular importance for the fulfilment of the contractual purpose. In the event of a breach of such obligations or in the event of delay or impossibility of performance, our liability will be limited to such damages as should normally have been expected to arise under the contract, provided that the breach of contract was not intentional. The statutory liability for product defects will remain unaffected.
- 2) Claims by the purchaser for reimbursement of expenses in lieu of claims for damages in lieu of goods are excluded, unless asserted by an impartial third party.

XI. Force Majeure

- 1) If we are unable to fulfil our contractual obligations, in particular to deliver the goods, as a result of force majeure, we will be relieved of the obligation to fulfil our contractual obligations for the duration of the force majeure and a reasonable time to commence operations without having to pay damages to the Buyer. This also applies if the performance of our obligations is unreasonably hindered or temporarily prevented due to unexpected events or circumstances beyond our control, including but not limited to labour disputes, official measures, power shortages, supply problems from one of our suppliers or major shutdowns.
- 2) We are entitled to withdraw from the contract if such an event lasts for more than 4 months and performance of the contract is no longer possible for us for any reason as a result of the event. At the Buyer's request, we will notify the Buyer after the expiry of this period whether we intend to exercise our right of withdrawal or whether we will deliver the goods within a reasonable period of time.

XII. Product Liability

- 1) The Buyer must not modify the goods as regards their safety features, in particular they must not modify or remove existing warnings about the danger of improper use of the goods. If they breaches this obligation, the Buyer releases us personally from liability for product liability claims of third parties, insofar as the Buyer was responsible for the defect that gave rise to the liability.
- 2) If we have to issue a product recall notice or a product defect notice, the Buyer will support us and take any reasonable action we require of them. The Buyer will bear the cost of the product recall or product defect notice to the extent that they are liable for the product defect and the resulting damage under product liability principles. Any other claims that we may assert will remain unaffected.
- 3) The Buyer is obliged to inform us immediately of any risks associated with the use of the goods and of any defects in the product as soon as they become aware of such risks or defects.

XIII. Restrictive Measures and Dual Use

- 1) The Buyer must ensure that the delivery and further handling of the goods do not contravene any restrictive measures that exist in relation to the goods. For this purpose the Buyer must undertake to take all measures which may reasonably be expected of them. We and the Buyer declare that we are aware that the goods are/may be subject to restrictive measures of the European Union, in particular but not exclusively within the meaning of Commission Implementing Regulation (EU) No 833/2014 and Regulation (EU) 2021/821 of the European Parliament and of the Council. In view of the foregoing, the Buyer is obliged to undertake to take all precautions to ensure that the goods do not enter the territory of the Russian Federation or the territory of any other state to which restrictive measures of the European Union apply.

- 2) Based on the letter of the Ministry of Economy of the Slovak Republic delivered to our company, we are no longer able to deliver any goods to the Russian Federation. This decision is based on Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 establishing a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items. We therefore oblige you, as the Buyer of the goods, that under no circumstances may these goods be re-exported or enter the territory of the Russian Federation.

XIV. Final Provisions

- 1) The place of performance of all obligations between us and the Buyer will be our registered office, unless otherwise agreed in writing. All disputes arising out of the business relationship between us and the Buyer, including actions on promissory notes and cheques, will be submitted to the Municipal Court of Košice, as the locally competent court of our company, if the Buyer is domiciled or has its registered office outside of the Slovak Republic, for adjudication. We are also entitled to bring actions in the competent court of the place of the Buyer's registered office and in any other admissible court.
- 2) Relations between us and the Buyer are governed exclusively by the law of the Slovak Republic.
- 3) In the event that any provision of these General Terms and Conditions for Delivery and Sale is or becomes invalid or ineffective, the other provisions will not be affected. The invalid provision will be deemed to be superseded by a valid provision which ensures that the purpose and intent of the invalid or ineffective provision is substantially achieved.
- 4) These General Terms and Conditions for Delivery and Sale are published on our website: www.intocast.sk and are an integral part of our offers and our order confirmations.
- 5) These General Terms and Conditions for Delivery and Sale enter into force on 01.07.2024